

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON SEPTEMBER 4, 1996

REGISTRATION STATEMENT NO. 333-9019

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

AMENDMENT NO. 1

TO  
FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

THE METZLER GROUP, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE		36-4094854
(STATE OR OTHER	8742	
JURISDICTION	(PRIMARY STANDARD INDUSTRIAL	(I.R.S. EMPLOYER
	CLASSIFICATION CODE NUMBER)	IDENTIFICATION NO.)
OF INCORPORATION OR		
ORGANIZATION)		

520 LAKE COOK ROAD, SUITE 500, DEERFIELD, ILLINOIS 60015 (847) 945-0001  
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF  
REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

ROBERT P. MAHER  
PRESIDENT AND CHIEF EXECUTIVE OFFICER  
THE METZLER GROUP, INC.

520 LAKE COOK ROAD, SUITE 500, DEERFIELD, ILLINOIS 60015 (847) 945-0001  
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,  
OF AGENT FOR SERVICE)

Copies to:

DOUGLAS R. NEWKIRK	ROBERT WALL
SACHNOFF & WEAVER, LTD.	WINSTON & STRAWN
30 S. WACKER DRIVE, 29TH FLOOR	35 W. WACKER DRIVE, SUITE 4200
CHICAGO, ILLINOIS 60606-7484	CHICAGO, ILLINOIS 60601
TELEPHONE NO. (312) 207-1000	TELEPHONE NO. (312) 558-5600

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:  
As soon as practicable after the effective date of this Registration  
Statement.

If any of the securities being registered on this Form are to be offered on  
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of  
1933, check the following box. [ ]

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

-----

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

- - - - -  
- - - - -

+++++  
+INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A +  
+REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE +  
+SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +  
+OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT +  
+BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR +  
+THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +  
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +  
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +  
+ANY SUCH STATE. +  
+++++

SUBJECT TO COMPLETION, DATED SEPTEMBER 4, 1996

PROSPECTUS  
, 1996

3,200,000 SHARES

LOGO  
COMMON STOCK

Of the 3,200,000 shares of Common Stock offered hereby, 2,000,000 shares are being sold by The Metzler Group, Inc. ("Metzler" or the "Company") and 1,200,000 shares are being sold by the Selling Stockholders. See "Principal and Selling Stockholders." The Company will not receive any of the proceeds from the sale of shares by the Selling Stockholders.

Prior to this offering, there has been no public market for the Common Stock of the Company. It is currently estimated that the initial public offering price per share will be between \$14.00 and \$16.00 per share. See "Underwriting" for information relating to the factors to be considered in determining the initial public offering price.

The Common Stock has been approved for quotation on the Nasdaq National Market under the symbol "METZ" subject to notice of issuance.

-----

SEE "RISK FACTORS" BEGINNING ON PAGE 5 FOR INFORMATION THAT SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS.

-----

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE

ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

---

	PRICE TO THE PUBLIC	UNDERWRITING DISCOUNTS AND COMMISSIONS (1)	PROCEEDS TO THE COMPANY (2)	PROCEEDS TO THE SELLING STOCKHOLDERS
Per Share.....	\$	\$	\$	\$
Total(3).....	\$	\$	\$	\$

---

- (1) See "Underwriting" for indemnification arrangements with the Underwriters.
- (2) Before deducting expenses estimated at \$750,000, which will be paid by the Company.
- (3) The Company and certain Selling Stockholders have granted to the Underwriters a 30-day option to purchase up to an additional 480,000 shares of Common Stock at the Price to the Public, less Underwriting Discounts and Commissions, solely to cover over-allotments, if any. If such option is exercised in full, the total Price to the Public, Underwriting Discounts and Commissions, Proceeds to the Company and Proceeds to the Selling Stockholders will be \$ , \$ , \$ and \$ , respectively. The Company will not receive any of the proceeds from the sale of shares of Common Stock by the Selling Stockholders pursuant to the Underwriters' over-allotment option, if exercised. See "Underwriting" and "Principal and Selling Stockholders."

The shares of Common Stock are being offered by the several Underwriters when, as and if delivered to and accepted by the Underwriters and subject to various prior conditions, including their right to reject orders in whole or in part. It is expected that delivery of share certificates will be made in New York, New York, on or about , 1996.

DONALDSON, LUFKIN & JENRETTE  
SECURITIES CORPORATION

This Prospectus contains certain forward-looking statements that involve substantial risks and uncertainties. When used in this Prospectus, the words "anticipate," "believe," "estimate," and "expect" and similar expressions as they relate to the Company or its management are intended to identify such forward-looking statements. The Company's actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements. Factors that could cause or contribute to such differences include those discussed in "Risk Factors."

-----

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK OF THE COMPANY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NASDAQ NATIONAL MARKET, IN THE OVER-THE-COUNTER MARKET, OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by reference to, and should be read in conjunction with, the more detailed information and the Financial Statements and related Notes thereto appearing elsewhere in this

Prospectus. Unless indicated otherwise, the information contained in this Prospectus: (i) assumes that the Underwriters' over-allotment option is not exercised; (ii) gives retroactive effect to the Company's reorganization as a Delaware holding company immediately prior to the consummation of this offering; and (iii) gives retroactive effect to the 9,714.285 for 1 split of the shares of common stock, \$.001 par value per share (the "Common Stock") in September 1996. Unless otherwise indicated, all references to "Metzler" or the "Company" include the Company and its subsidiaries.

#### THE COMPANY

The Metzler Group, Inc. is a leading nationwide provider of consulting services to electric utilities and other energy-related businesses. The Company offers a wide range of consulting services related to information technology, process/operations management, strategy, and marketing and sales designed to assist its clients in succeeding in a business environment of changing regulation, increasing competition and evolving technology. The Company has competed successfully in this environment, having achieved revenue growth of 29% from 1994 to 1995 and 93% from the six months ended June 30, 1995 to the corresponding period in 1996.

The changing competitive environment in the electric utility industry has forced utility companies to confront an evolving range of strategic options and challenges. In order to deal with these challenges and address these opportunities, electric utilities are formulating and implementing new strategies and tactics, including redesigning business processes, re-engineering work forces, acquiring more effective information technology and adopting or restructuring customer service and marketing programs. Utilities are increasingly turning to experienced outside consulting firms to assist in or lead this process because: (i) the pace of change is eclipsing utilities' internal resources; (ii) many utilities lack the depth and breadth of experience to identify, evaluate and implement the full range of possible options and solutions; (iii) outside specialists often enable electric utilities to develop better solutions in shorter time frames; (iv) purchasing consulting expertise converts fixed labor costs to variable costs and can be more cost-effective; and (v) consultants can often formulate more objective advice, free of internal cultural or political forces. An industry source estimates that the market for consulting services to the utility industry was \$1.8 billion in 1995, representing approximately 8% of the total market for consulting services, and projects a 9% annual growth rate through 2000.

Metzler believes that several competitive factors distinguish it from other participants in the consulting market including: (i) established electric utility expertise developed over more than thirteen years of providing consulting services to the electric utility industry; (ii) deep-rooted client relationships supporting multiple engagements; (iii) proprietary knowledge base that the Company has developed internally and continuously refines for incorporation into analysis for new engagements; (iv) wide range of industry-specific services that enables the Company to be a single-source provider of consulting services to utilities while maintaining advanced skill sets in each area; and (v) strategic planning methodology using a high-level modeling tool developed by Metzler to support the comprehensive strategic planning process of utilities.

Metzler's growth strategy includes the following elements: (i) further penetrating its existing client base; (ii) seeking new clients and expanding its geographic presence; (iii) continuing to recruit highly skilled professionals with skill sets and client relationships complementary to the Company's existing professional base; (iv) pursuing strategic acquisitions that provide the Company with an expeditious and cost-effective method of increasing its number of consultants, broadening its client base, expanding its skill sets or expanding its presence in a geographic region; and (v) expanding its service offerings to include other service areas that the Company believes will be in demand as the industry continues its move toward a more competitive environment.

THE OFFERING

Common Stock offered by the Company. 2,000,000 shares  
 Common Stock offered by the Selling  
 Stockholders..... 1,200,000 shares  
 Common Stock to be outstanding after  
 the offering..... 10,000,000 shares(1)  
 Use of proceeds..... Repayment of indebtedness to the Company's  
 founder incurred in connection with a  
 redemption of Common Stock and general  
 corporate purposes, including working  
 capital and possible acquisitions of  
 related businesses

Proposed Nasdaq National Market  
 symbol..... METZ

-----  
 (1) Excludes: (i) options outstanding on the date hereof to purchase 355,666  
 shares at an exercise price of \$12.00; and (ii) 944,334 shares reserved for  
 issuance upon exercise of options that may be granted in the future under  
 the Company's Long-Term Incentive Plan. See "Management--Long-Term  
 Incentive Plan," "Description of Capital Stock" and Note 8 of Notes to  
 Financial Statements.

SUMMARY FINANCIAL DATA

	YEARS ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,			
	1991	1992	1993	1994	1995	PRO FORMA 1995(1)	1995	1996	PRO FORMA 1996(2)
	(IN THOUSANDS, EXCEPT PER SHARE DATA)								
STATEMENT OF OPERATIONS DATA:									
Revenues.....	\$12,786	\$9,216	\$10,380	\$10,420	\$13,460	\$13,460	\$5,626	\$10,857	\$10,857
Cost of services.....	6,615	5,644	5,797	5,263	6,422	6,422	2,841	5,215	5,215
Gross profit.....	6,171	3,572	4,583	5,157	7,038	7,038	2,785	5,642	5,642
Selling, general and administrative expenses(3).....	5,387	4,006	4,267	5,327	7,650	4,875	4,023	1,404	2,423
Operating income (loss).....	784	(434)	316	(170)	(612)	2,163	(1,238)	4,238	3,219
Other expense (income), net.....	(69)	(24)	15	72	127	127	98	12	12
Income (loss) before income tax expense (benefit).....	853	(410)	301	(242)	(739)	2,036	(1,336)	4,226	3,207
Income tax expense (benefit).....	343	(145)	147	(58)	(266)	844	(478)	86	1,283
Net income (loss).....	\$ 510	\$ (265)	\$ 154	\$ (184)	\$ (473)	\$ 1,192	\$ (858)	\$ 4,140	\$ 1,924
Pro forma net income per share.....						\$ 0.12			\$ 0.20
Shares used in computing pro forma net income per share(4).....						9,763			9,785

AS OF JUNE 30, 1996

-----  
ACTUAL PRO FORMA(5) AS ADJUSTED(6)  
(IN THOUSANDS)

BALANCE SHEET DATA:

Cash.....	\$ 226	\$ 226	\$19,401
Working capital (deficit).....	2,261	(332)	18,843
Total assets.....	5,653	5,653	24,828
Obligations under capital lease, less current portion.....	22	22	22
Total stockholders' equity.....	2,783	143	19,318

- 
- (1) The pro forma statement of operations data for the year ended December 31, 1995 have been computed by eliminating from selling, general and administrative expenses that portion of officer compensation that exceeded the compensation that would have been paid had the compensation plan adopted on July 1, 1996 been in effect for all of 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Management--Executive Compensation."
  - (2) Effective January 1, 1996, the Company elected to be treated as an S-corporation. As an S-corporation, the Company was not subject to federal (and some state) income taxes. The pro forma statement of operations information for the six months ended June 30, 1996 has been computed by adjusting the Company's net income, as reported, to (a) increase selling, general and administrative expenses to reflect the amount by which the officer compensation that would have been paid under the compensation plan adopted July 1, 1996 exceeded officer compensation actually paid during the six months ended June 30, 1996, and (b) record income tax expense assuming an effective tax rate of 40% that would have been recorded had the Company been a C-corporation. See "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Management--Executive Compensation" and Note 2 of Notes to Financial Statements.
  - (3) Selling, general and administrative expenses include salary and bonuses for the executive officers of the Company. Beginning July 1, 1996, these eight persons will be compensated pursuant to a compensation plan that provides for annual base and bonus compensation in the aggregate amount of \$3,193,750, assuming the Company meets the mid-point of the compensation plan's financial performance criteria. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Management--Executive Compensation."
  - (4) Pro forma net income per share is based on the weighted average of 9,763,267 shares of common and common stock equivalent shares outstanding which includes 9,692,134 actual shares outstanding and 71,133 common stock equivalent shares outstanding during the year ended December 31, 1995. Pro forma net income per share is based on the weighted average of 9,785,418 shares of common and common stock equivalent shares outstanding which includes 9,714,285 actual shares outstanding and 71,133 common stock equivalent shares outstanding during the six months ended June 30, 1996. See Note 2 of Notes to Financial Statements.
  - (5) As adjusted to reflect the declaration of the S Corporation Dividend (as defined in "S Corporation Dividend"), which is estimated to be approximately \$2,540,000 as of June 30, 1996, and a \$100,000 charge to earnings to reinstate deferred income taxes upon termination of the Company's S-corporation status. See "S Corporation Dividend."
  - (6) Pro forma data, adjusted to give effect to: (i) the sale of 2,000,000 shares of Common Stock offered by the Company hereby at an assumed initial public offering price of \$15.00 per share and the application of the estimated net proceeds therefrom; and (ii) the Redemption as described in "Use of Proceeds." See "Use of Proceeds," "Capitalization" and "Certain Transactions."

## RISK FACTORS

In addition to the other information set forth in this Prospectus, investors should consider carefully the

following factors in connection with an investment in the shares of Common Stock offered hereby.

## RELIANCE ON KEY EXECUTIVES

The success of the Company is highly dependent upon the efforts, abilities, business generation capabilities and project execution of certain of its executive officers and senior managers. The loss of the services of any of these key executives for any reason could have a material adverse effect upon the Company's business, operating results and financial condition, including its ability to secure and complete engagements. The Company maintains key-man life insurance policies on six of its executive officers in the approximate amount of \$1,500,000 each. See "Management."

## ATTRACTION AND RETENTION OF EMPLOYEES

The Company's business involves the delivery of professional services and is labor-intensive. The Company's success depends in large part upon its ability to attract, develop, motivate and retain highly skilled consultants and senior consultants possessing business generation skills. Qualified consultants are in great demand and are likely to remain a limited resource for the foreseeable future. There can be no assurance that the Company will be able to attract and retain sufficient numbers of highly skilled consultants in the future. The loss of a significant number of consultants could have a material adverse effect on the Company's business, operating results and financial condition, including its ability to secure and complete engagements. See "Business--Human Resources."

## CONCENTRATION OF REVENUES IN THE ELECTRIC UTILITY INDUSTRY

The Company currently derives the vast majority of its revenues from consulting engagements with electric utility companies. Much of the Company's recent growth has arisen from the business opportunities presented by the trend to deregulate the electric utility industry and introduce increased competition. If the current trend towards government deregulation of the electric utility industry slows or the industry becomes subject to more government regulation, the demand for consulting work from electric utilities is likely to decrease. If the United States experiences a shortage of electricity or a nuclear accident should occur, increased regulation of the electric utility industry would be likely, and the Company's business, operating results and financial condition could be materially and adversely affected. Moreover, as a result of deregulation, the electric utility industry is in a period of consolidation, which could have the effect of reducing the number of the Company's current or potential clients or create conflicts of interest between its clients. To date, the Company has lost one client from a conflict of interest attributable to this industry consolidation trend. Although this client loss did not have a material effect on the Company's business, additional conflicts may develop, preventing the Company from representing certain clients and potentially causing a material adverse effect on the Company's business, operating results and financial condition. Furthermore, the number of potential clients in the electric utility industry may decrease. Additionally, current and future economic pressures may limit spending by utilities for the types of services offered by the Company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Because of the nature and scope of many of the Company's projects, the Company derives a significant portion of its revenues from a relatively limited number of clients that operate exclusively in the electric utility industry. For example, during 1995 and the first half of 1996, revenues from

the Company's ten most significant clients accounted for approximately 80.5% and 76.3% of its revenues, respectively. In 1995, a group of affiliated clients and the Company's largest single client accounted for approximately 22.6% and 15.5% of the Company's revenues, respectively. There can be no assurance that these clients will continue to engage the Company for additional significant projects. Clients engage the Company on an assignment-by-assignment basis, and a client

5

can generally terminate an assignment at any time without penalty. The loss of any significant client could have a material adverse effect on the Company's business, operating results and financial condition. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business--Clients and Representative Solutions."

#### MANAGEMENT OF GROWTH

The Company is currently experiencing rapid growth that has strained, and could continue to strain, the Company's managerial and other resources. The Company's ability to manage the growth of its operations will require it to continue to improve its operational, financial and other internal systems and to attract, develop, motivate and retain its employees. If the Company's management is unable to manage growth or new employees are unable to achieve anticipated performance or utilization levels, the Company's business, operating results and financial condition could be materially and adversely affected.

#### PROJECT RISKS

Many of the Company's engagements involve projects that are critical to the operations of its clients' utilities businesses and provide benefits that may be difficult to quantify. The Company's failure or inability to meet a client's expectations in the performance of its services could have a material adverse effect on the Company's reputation, thereby adversely affecting its business, operating results and financial condition.

#### VARIABILITY OF QUARTERLY OPERATING RESULTS; SEASONALITY

Variations in the Company's revenues and operating results occur from quarter to quarter as a result of a number of factors, such as the significance of client engagements commenced and completed during a quarter, the number of business days in a quarter, employee hiring and utilization rates, the length of the Company's sales cycle, the ability of clients to terminate engagements without penalty, the size and scope of assignments and general economic conditions. Because a significant portion of the Company's expenses are relatively fixed, a variation in the number of client assignments or the timing of the initiation or the completion of client assignments can cause significant variations in operating results from quarter to quarter and could result in losses to the Company. To the extent that increases in the number of professional personnel are not followed by corresponding increases in revenues, the Company's operating results could be materially and adversely affected. Furthermore, the Company has on occasion experienced a seasonal pattern in its operating results, with a smaller proportion of the Company's revenues and lower operating income occurring in the fourth quarter of the year or a smaller sequential growth rate than in other quarters. The Company believes these results can be attributed to constraints on the annual budgets of electric utilities, and vacation and holidays taken by both its clients and consultants. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Unaudited Quarterly Results."

#### INTENSE COMPETITION

The market for consulting services to electric utilities is intensely competitive, highly fragmented and subject to rapid change. The market includes a large number of participants from a variety of market segments, including general management consulting firms, the consulting practices of "Big Six"

accounting firms and local or regional firms specializing in utility services. Many information technology consulting firms also maintain significant practice groups devoted to the utility industry. Many of these companies are national and international in scope and have greater personnel, financial, technical and marketing resources than the Company. There can be no assurance that the Company will compete successfully with its existing competitors or with any new competitors. See "Business--Competition."

6

#### RISKS RELATED TO POSSIBLE ACQUISITIONS

The Company may expand its operations through the acquisition of additional businesses. There can be no assurance that the Company will be able to identify, acquire or profitably manage additional businesses or successfully integrate any acquired businesses into the Company without substantial expenses, delays or other operational or financial problems. Further, acquisitions may involve a number of special risks, including diversion of management's attention, failure to retain key acquired personnel, unanticipated events or circumstances, legal liabilities and amortization of acquired intangible assets, some or all of which could have a material adverse effect on the Company's business, operating results and financial condition. Client satisfaction or performance problems at a single acquired firm could have a material adverse impact on the reputation of the Company as a whole. In addition, there can be no assurance that acquired businesses, if any, will achieve anticipated revenues and earnings. The failure of the Company to manage its acquisition strategy successfully could have a material adverse effect on the Company's business, operating results and financial condition. See "Business--Growth Strategy."

#### SIGNIFICANT UNALLOCATED NET PROCEEDS

A substantial majority of the anticipated net proceeds of this offering has not been designated for specific uses. Therefore, the Board of Directors of the Company will have broad discretion with respect to the use of the net proceeds of this offering. See "Use of Proceeds."

#### BENEFITS OF OFFERING TO SELLING STOCKHOLDERS

The Selling Stockholders will receive substantial proceeds from this offering and certain other benefits in connection with the offering. The offering will establish a public market for the Common Stock and provide significantly increased liquidity to the Selling Stockholders for the shares of Common Stock they will own after the offering. At an assumed initial public offering price of \$15.00 per share, after deduction of underwriting discounts and commissions, the aggregate realized gain as a result of the offering by the Selling Stockholders will be approximately \$16.6 million (exclusive of the S-Corporation Dividend from the Company to the Selling Stockholders). Upon completion of the offering, the Selling Stockholders will own an aggregate of approximately 68% of the outstanding Common Stock. At \$15.00 per share, the Selling Stockholders' aggregate unrealized gain (before deduction of estimated income taxes) would be approximately \$98.5 million. See "Use of Proceeds," "Dilution," "Principal and Selling Stockholders" and "Certain Transactions."

In addition, Richard J. Metzler, the founder of the Company, was granted a look-back option to purchase certain shares of Common Stock from the Selling Stockholders that became exercisable as a result of this offering. Accordingly, Mr. Metzler exercised his option to purchase 1,457,143 shares from the remaining Selling Stockholders for total consideration of \$1.00. The Company will use proceeds from this offering in the amount of \$7,975,000 to redeem all of these shares and an additional 257,142 shares of Common Stock owned by Mr. Metzler (for a price of approximately \$4.65 per share).

#### CONTROL BY PRINCIPAL STOCKHOLDERS

After completion of this offering, the Company's executive officers will beneficially own approximately 68% of the Company's outstanding shares of

Common Stock. As a result, these officers will continue to be able to control the outcome of matters requiring a stockholder vote, including the election of the members of the Board of Directors, thereby controlling the affairs and management of the Company. Such control could

7

adversely affect the market price of the Common Stock or delay or prevent a change in control of the Company. See "Principal and Selling Stockholders."

#### NO PRIOR PUBLIC MARKET; POSSIBLE VOLATILITY OF STOCK PRICE

Prior to this offering, there has been no public market for the Common Stock. Consequently, the initial public offering price per share of the Common Stock will be determined by negotiations among management of the Company and the representative of the Underwriters (the "Representative"). See "Underwriting" for factors to be considered in determining the initial public offering price per share. Although the Common Stock has been approved for quotation on the Nasdaq National Market, there can be no assurance that an active trading market will develop or be sustained after this offering. The market price of the Common Stock may fluctuate substantially due to a variety of factors, including quarterly fluctuations in results of operations, adverse circumstances affecting the introduction or market acceptance of new services offered by the Company, announcements of new services by competitors, changes in earnings estimates by analysts, changes in accounting principles, sales of Common Stock by existing holders, loss of key personnel and other factors. In addition, the stock market is subject to extreme price and volume fluctuations. This volatility has often had a significant effect on the market prices of securities issued by many companies for reasons unrelated to the operating performance of these companies. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted against such a company. Any such litigation instigated against the Company could result in substantial costs and a diversion of management's attention and resources, which could have a material adverse effect on the Company's business, operating results and financial condition.

#### IMMEDIATE AND SUBSTANTIAL DILUTION

The initial public offering price per share of Common Stock is substantially higher than the net tangible book value per share of the Common Stock. Purchasers of shares of Common Stock in this offering will experience immediate and substantial dilution of \$13.07 in the pro forma net tangible book value per share of Common Stock. To the extent outstanding options to purchase the Company's Common Stock are exercised, there will be further dilution. See "Dilution."

#### DIVIDEND POLICY

Other than the S Corporation Dividend (see "S Corporation Dividend"), the Company has never paid cash dividends on its capital stock and does not anticipate paying cash dividends in the foreseeable future. The Company currently intends to retain all earnings for the development of its business. See "Dividend Policy."

#### CERTAIN ANTITAKEOVER EFFECTS

The Company's Certificate of Incorporation and By-Laws and the Delaware General Corporation Law include provisions that may be deemed to have antitakeover effects and may delay, defer or prevent a takeover attempt that stockholders might consider in their best interests. Directors of the Company are divided into three classes and are elected to serve staggered three-year terms. The Board of Directors of the Company is authorized to issue up to 3,000,000 shares of preferred stock and to determine the price, rights, preferences and privileges of such shares, without any further stockholder action. The existence of this "blank-check" preferred stock could render more difficult or discourage an attempt to obtain control of the Company by means

of a tender offer, merger, proxy contest or otherwise. In addition, the existence or issuance of "blank check" preferred stock may have an adverse effect on the market price of the Company's Common Stock. See "Management--Executive Officers and Directors" and "Description of Capital Stock--Antitakeover Effects of Provisions of the Certificate of Incorporation, By-Laws and Delaware Law."

8

#### SHARES ELIGIBLE FOR FUTURE SALE

Immediately after completion of this offering, the Company will have 10,000,000 shares of Common Stock outstanding, of which the 3,200,000 shares sold pursuant to this offering will be freely tradable without restriction or further registration under the Securities Act of 1933, as amended (the "Securities Act"), except those shares acquired by affiliates of the Company. Holders of the remaining shares will be eligible to sell such shares pursuant to Rule 144 under the Securities Act ("Rule 144") at prescribed times and subject to the manner of sale, volume, notice and information restrictions of Rule 144. In addition, 355,666 shares of Common Stock (none of which are currently exercisable) are issuable upon the exercise of outstanding stock options, which shares may be registered by the Company under the Securities Act and become freely tradable without restriction. The Company, together with each of its stockholders (holding in the aggregate 6,800,000 shares of Common Stock upon consummation of this offering), have agreed not to offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any Common Stock, or any securities convertible into or exchangeable or exercisable for Common Stock, until 180 days after the date of this Prospectus, without the prior consent of Donaldson, Lufkin & Jenrette Securities Corporation. Sales of substantial amounts of such shares in the public market or the availability of such shares for future sale could adversely affect the market price of the shares of Common Stock and the Company's ability to raise additional capital at a price favorable to the Company. See "Shares Eligible for Future Sale" and "Underwriting."

9

#### THE COMPANY

From its inception in 1983 to immediately prior to the date of this Prospectus, the Company has operated as an Illinois corporation, most recently under the name Metzler & Associates, Inc. ("Metzler-Illinois"). In December 1995, Richard J. Metzler, the founder of the Company and the owner of 85% of its capital stock at that time, sold 60% of the Company's outstanding capital stock to the other then-existing shareholders. These existing shareholders, who are also senior officers of the Company, each own between 10% to 15% of the Company's Common Stock as of the date of this Prospectus. See "Certain Transactions" and "Principal and Selling Stockholders." Effective as of the date of this Prospectus, the Company will restructure itself in a merger (the "Reorganization"), pursuant to which Metzler-Illinois will become a wholly owned operating subsidiary of the registrant, The Metzler Group, Inc., a newly formed Delaware corporation, and the current shareholders of Metzler-Illinois will exchange all of their shares of common stock of Metzler-Illinois for a like number of shares of Common Stock of The Metzler Group, Inc.

The Company maintains its principal executive offices at 520 Lake Cook Road, Suite 500, Deerfield, Illinois 60015. The Company's telephone number is (847) 945-0001.

#### USE OF PROCEEDS

The net proceeds to the Company from the sale of the 2,000,000 shares of Common Stock offered by the Company hereby, assuming an initial public offering price of \$15.00 per share and after deducting underwriting discounts and commissions and other offering expenses (estimated to be approximately \$750,000), all of which are payable by the Company, are estimated to be

approximately \$27.2 million (\$30.5 million if the Underwriters' over-allotment option is exercised in full). The Company will use a portion of the net proceeds to repay indebtedness of \$7,975,000 (which bears no interest and is payable within 30 days of the closing of this offering) owed to the Company's founder, Richard J. Metzler, in connection with a redemption of a portion of the Company's Common Stock from Mr. Metzler (the "Redemption"). See "Certain Transactions." The balance of the net proceeds will be used for general corporate purposes, which may include future acquisitions of complementary businesses. The Company currently has no agreements, understandings or commitments regarding any future acquisitions. Pending such uses, the net proceeds will be invested in short-term, interest-bearing investment grade securities.

The principal purposes of this offering are to increase the Company's equity capital and financial flexibility, create a public market for the Common Stock, facilitate future access by the Company to the public equity markets, create a currency for potential acquisitions, enhance the Company's ability to use the Common Stock as a means of attracting, retaining and incentivizing senior managers and consultants and provide working capital to fund the Company's growth strategy. See "Business--Growth Strategy."

#### S CORPORATION DIVIDEND

Commencing on January 1, 1996, the Company elected to be treated as an S-corporation for federal income tax purposes under Subchapter S of the Internal Revenue Code of 1986, as amended, and for certain state income tax purposes. As a result, substantially all of the Company's 1996 income through the date of this Prospectus will be taxed directly to its stockholders rather than to the Company. The Company's S-corporation status will terminate in connection with the offering and the Company will make a final distribution to its existing stockholders of undistributed S-corporation earnings, as explained below.

Prior to consummating this offering, the Company will declare an S-corporation dividend to its existing stockholders in an aggregate amount representing all undistributed earnings of the Company from January 1, 1996 through the date of this Prospectus (the "S Corporation Dividend"). The S Corporation Dividend is currently estimated to be approximately \$4,000,000, and 40% of such amount will be paid upon the closing of this offering from the Company's cash on hand at that time in order to fund the existing stockholders' estimated tax payments. The remainder of the S Corporation Dividend will be paid to the existing stockholders on December 15, 1996. Purchasers of Common Stock in this offering will not receive any portion of the S Corporation Dividend. Following termination of its S-corporation status upon the Reorganization, the Company will be subject to corporate income taxation as a Subchapter C corporation.

10

#### DIVIDEND POLICY

The Company currently anticipates that it will retain all of its earnings for development of the Company's business, and does not anticipate paying any cash dividends in the foreseeable future. Future cash dividends, if any, will be at the discretion of the Company's Board of Directors and will depend upon, among other things, the Company's future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and such other factors as the Board of Directors may deem relevant.

#### CAPITALIZATION

The following table sets forth the capitalization of the Company as of June 30, 1996, and as adjusted to reflect: (i) the Redemption; (ii) the declaration of the S Corporation Dividend (estimated through June 30, 1996); (iii) the reinstatement of deferred income taxes upon termination of the Company's S-corporation status; and (iv) the sale of 2,000,000 shares of Common Stock

offered by the Company (at an assumed initial public offering price of \$15.00 per share) and the application of the estimated net proceeds therefrom as described in "Use of Proceeds." The following table should be read in conjunction with the Financial Statements and related Notes thereto included elsewhere in this Prospectus.

	AS OF JUNE 30, 1996	
	-----	
	PRO FORMA	
	ACTUAL AS ADJUSTED	
	(IN THOUSANDS)	
Current portion of obligations under capital lease.....	\$ 16	\$ 16
	=====	=====
Obligations under capital lease, less current maturities....	\$ 22	\$ 22
Stockholders' equity:		
Preferred Stock, \$.001 par value; 3,000,000 shares authorized; no shares issued or outstanding.....	--	--
Common Stock, \$.001 par value; 15,000,000 shares authorized; 9,714,285 shares issued and outstanding, 10,000,000 shares issued and outstanding as adjusted (1).....	10	10
Additional paid-in capital (2).....	107	19,282
Retained earnings (3).....	2,666	26
	-----	-----
Total stockholders' equity.....	2,783	19,318
	-----	-----
Total capitalization.....	\$2,805	\$19,340
	=====	=====

- 
- (1) Excludes 355,666 shares of Common Stock issuable upon the exercise of stock options outstanding as of June 30, 1996 at an exercise price of \$12.00 per share, and 944,334 shares of Common Stock reserved for grant of future options or direct issuances under the Company's Long-Term Incentive Plan. See "Management--Long-Term Incentive Plan."
  - (2) As adjusted to reflect the sale of 2,000,000 shares of Common Stock offered by the Company at an assumed initial public offering price of \$15.00, net of estimated underwriting discounts and commissions and estimated offering expenses, less \$7,975,000 paid to the founder of the Company in connection with the Redemption.
  - (3) As adjusted to reflect the declaration of the S Corporation Dividend (which is estimated to be approximately \$2,540,000 as of June 30, 1996) and a \$100,000 charge to earnings to reinstate deferred income taxes upon termination of the Company's S-corporation status. See "S Corporation Dividend."

#### DILUTION

As of June 30, 1996, the net tangible book value of the Company was \$2,783,000 or \$0.29 per share. Net tangible book value per share represents the amount of tangible net assets of the Company, less total liabilities, divided by the number of shares of Common Stock outstanding. After giving effect to: (i) the Redemption as described in "Use of Proceeds"; (ii) the declaration of the S Corporation Dividend (estimated through June 30, 1996) as described in "S Corporation Dividend"; (iii) the reinstatement of deferred income taxes upon termination of the Company's S-corporation status; and (iv) the sale by the Company of 2,000,000 shares of Common Stock (at an assumed initial public offering price of \$15.00 per share) and the application of the

net proceeds therefrom, the pro forma net tangible adjusted book value of the Company at June 30, 1996 would have been \$19,318,000 or \$1.93 per share. This amount represents an immediate increase in net tangible book value of \$1.64 per share to existing owners of the Company and an immediate dilution in net tangible book value per share of \$13.07 per share to purchasers of Common Stock in this offering. The following table illustrates this per share dilution, without giving effect to any exercise of the Underwriters' over-allotment options:

Assumed initial public offering price per share.....	\$ 15.00
Net tangible book value per share at June 30, 1996.....	\$0.29
Increase in net tangible book value per share attributable to new investors.....	1.64
Pro forma net tangible book value per share after this offering..	1.93
	-----
Dilution in net tangible book value per share to new investors...	\$ 13.07
	=====

As of June 30, 1996, there were options outstanding to purchase a total of 355,666 shares of Common Stock at an exercise price of \$12.00 per share. To the extent outstanding options are exercised, there will be further dilution to investors.

The following table summarizes, on a pro forma basis as of June 30, 1996, the differences in the number of shares of capital stock purchased from the Company, the total consideration paid and the average price paid per share by existing shareholders and new investors at the assumed initial public offering price of \$15.00 per share:

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE PER SHARE
	NUMBER	PERCENT	AMOUNT	PERCENT	
Existing stockholders(1)...	8,000,000	80.0%	\$ 117,396	0.4%	\$ 0.01
New investors(1).....	2,000,000	20.0	30,000,000	99.6	\$15.00
	-----	-----	-----	-----	-----
Total.....	10,000,000	100.0%	\$30,117,396	100.0%	
	=====	=====	=====	=====	=====

(1) Sales by the Selling Stockholders in this offering will reduce the number of shares held by existing stockholders of the Company to 6,800,000 or 68.0% of the total number of shares outstanding after this offering (6,560,000 shares or 64.1% if the Underwriters' over-allotment option is exercised in full), and will increase the number of shares held by new investors to 3,200,000 shares or 32.0% of the total number of shares of Common Stock outstanding after this offering (3,680,000 shares or 35.9% if the Underwriters' over-allotment option is exercised in full). See "Principal and Selling Stockholders."

SELECTED FINANCIAL DATA

The following selected financial data for the fiscal years ended 1991 through 1995 are derived from the Company's Financial Statements and related Notes thereto. The Company's Financial Statements and related Notes thereto as of December 31, 1994 and 1995 and for the three years ended December 31, 1995 have been audited by KPMG Peat Marwick LLP, independent accountants. The statements of operations and the balance sheet data as set forth below for the

years ended December 31, 1991 and 1992 and each of the six-month periods ended June 30, 1995 and 1996 and as of December 31, 1991, 1992 and 1993, and June 30, 1995 and June 30, 1996 and the pro forma statements of operations for the year ended December 31, 1995 and the six months ended June 30, 1996 have been derived from the Company's financial statements. In the opinion of management, the interim period financial statements include all adjustments necessary for a fair statement of the results for the interim periods, and all such adjustments are of a normal recurring nature. The selected financial data for the six months ended June 30, 1996 are not necessarily indicative of the results to be expected for the full year. The selected financial data set forth below should be read in conjunction with the Company's Financial Statements and related Notes thereto and with "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	YEARS ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,				
	1991	1992	1993	1994	1995	PRO FORMA 1995 (1)	1995	1996	PRO FORMA 1996 (2)	
	(IN THOUSANDS, EXCEPT PER SHARE DATA)									
STATEMENT OF OPERATIONS DATA:										
Revenues.....	\$12,786	\$9,216	\$10,380	\$10,420	\$13,460	\$13,460	\$5,626	\$10,857	\$10,857	
Cost of services.....	6,615	5,644	5,797	5,263	6,422	6,422	2,841	5,215	5,215	
Gross profit.....	6,171	3,572	4,583	5,157	7,038	7,038	2,785	5,642	5,642	
Selling, general and administrative expenses (3).....	5,387	4,006	4,267	5,327	7,650	4,875	4,023	1,404	2,423	
Operating income (loss). Other expense (income), net.....	784	(434)	316	(170)	(612)	2,163	(1,238)	4,238	3,219	
	(69)	(24)	15	72	127	127	98	12	12	
Income (loss) before income tax expense (benefit).....	853	(410)	301	(242)	(739)	2,036	(1,336)	4,226	3,207	
Income tax expense (benefit).....	343	(145)	147	(58)	(266)	844	(478)	86	1,283	
Net income (loss).....	\$ 510	\$ (265)	\$ 154	\$ (184)	\$ (473)	\$ 1,192	\$ (858)	\$ 4,140	\$ 1,924	
Pro forma net income per share(4).....						\$ 0.12			\$ 0.20	

	AS OF DECEMBER 31,					AS OF JUNE 30,				
	1991	1992	1993	1994	1995	1995	1996	PRO FORMA 1996 (5)		
	(IN THOUSANDS)									
BALANCE SHEET DATA:										
Cash.....	\$ 20	\$ 2	\$ 3	\$ 64	\$ 223	\$ 573	\$ 226	\$ 226		
Working capital (deficit).....	848	85	348	310	49	(392)	2,261	(332)		
Total assets.....	1,996	2,697	3,459	2,518	2,780	3,951	5,653	5,653		
Obligations under capital lease, less current portion.....	17	--	60	46	30	38	22	22		
Total stockholders' equity (deficit).....	1,016	752	860	655	243	(141)	2,783	143		

- (1) The pro forma statement of operations data for the year ended December 31, 1995 have been computed by eliminating from selling, general and administrative expenses that portion of officer compensation that exceeded the compensation that would have been paid had the compensation plan adopted on July 1, 1996 been in effect for all of 1995. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Management--Executive Compensation."
- (2) Effective January 1, 1996, the Company elected to be treated as an S-corporation. As an S-corporation, the Company was not subject to federal (and some state) income taxes. The pro forma statement of operations information for the six months ended June 30, 1996 has been computed by adjusting the Company's net income, as reported, to (a) increase selling, general and administrative expenses to reflect the amount by which the officer compensation that would have been paid under the compensation plan adopted July 1, 1996 exceeded officer compensation actually paid during the six months ended June 30, 1996, and (b) record income tax expense assuming an effective tax rate of 40% that would have been recorded had the Company been a C-corporation. See "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Management--Executive Compensation" and Note 2 of Notes to Financial Statements.
- (3) Selling, general and administrative expenses include salary and bonuses for the executive officers of the Company. Beginning July 1, 1996, these eight persons will be compensated pursuant to a compensation plan that provides for annual base and bonus compensation in the aggregate amount of \$3,193,750, assuming the Company meets the mid-point of the compensation plan's financial performance criteria. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Management--Executive Compensation."
- (4) Pro forma net income per share is based on the weighted average of 9,763,267 shares of common and common stock equivalent shares outstanding which includes 9,692,134 actual shares outstanding and 71,133 common stock equivalent shares outstanding during the year ended December 31, 1995. Pro forma net income per share is based on the weighted average of 9,785,418 shares of common and common stock equivalent shares outstanding which includes 9,714,285 actual shares outstanding and 71,133 common stock equivalent shares outstanding during the six months ended June 30, 1996. See Note 2 of Notes to Financial Statements.
- (5) As adjusted to reflect the declaration of the S Corporation Dividend (which is estimated to be approximately \$2,540,000 as of June 30, 1996) and a \$100,000 charge to earnings to reinstate deferred income taxes upon termination of the Company's S-corporation status. See "S Corporation Dividend."

MANAGEMENT'S DISCUSSION AND ANALYSIS OF  
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following section of the Prospectus, Management's Discussion and Analysis of Financial Condition and Results of Operations, contains certain forward-looking statements that involve substantial risks and uncertainties. When used in this section, the words "anticipate," "believe," "estimate," and "expect" and similar expressions as they relate to the Company or its management are intended to identify such forward-looking statements. The Company's actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements. Factors that could cause or contribute to such differences include those discussed in "Risk Factors."

OVERVIEW

The Metzler Group, Inc. is a leading nationwide provider of consulting services to electric utilities and other energy-related businesses. The Company offers a wide range of consulting services related to information

technology, process/operations management, strategy, and marketing and sales designed to assist its clients in succeeding in a business environment of changing regulation, increasing competition and evolving technology.

The Company derives substantially all of its revenues from fees for professional services, which are billed at standard daily rates or provided on a fixed-bid basis. Over the last three years, the substantial majority of the Company's revenues has been generated under standard daily rates billed on a time and expenses basis. Clients are typically invoiced on a monthly basis with revenue recognized as the services are provided. Fixed-bid revenue is recognized by the percentage of completion method based on the ratio of costs incurred to total estimated project costs. Although fixed-bid projects subject the Company to the risk of cost overruns, the Company has not incurred a loss on a fixed-bid contract during the last three years.

The Company's most significant expenses are project personnel costs, which consist of consultant salaries and benefits, and travel-related direct project expenses. Project personnel are typically full-time professionals employed by the Company, although the Company supplements its project professional personnel through the use of independent contractors. The Company retains contractors for specific client engagements on a task-specific, per diem basis during the period their expertise or skills are required. The Company believes that retaining contractors on a per-engagement basis provides it with greater flexibility in adjusting professional personnel levels in response to changes in demand for its services.

Effective January 1, 1996, the Company elected to be taxed as an S-corporation. As an S-corporation, the net income of the Company from January 1, 1996 is taxable for federal (and some state) income tax purposes directly to the Company's stockholders. The Company's compensation structure for its executive officers for the periods presented reflected the Company's then tax status. For all periods prior to January 1, 1996, when the Company was taxable as a C-corporation, incentive compensation to the Company's key executives represented a significant percentage of the Company's revenues. For the period commencing January 1, 1996, until the termination of the Company's S-corporation status upon consummation of the Reorganization, the Company's key executives will not earn any incentive compensation as it is not a component of the compensation plan in effect at that time. As an S-corporation, all the Company's net income during the period it is taxable as an S-corporation will be distributed to its key executives and included in their personal taxable income. Effective July 1, 1996, in contemplation of the termination of the Company's S-corporation status and its going public as a result of this offering, the Company adopted a new executive officer compensation plan that provides for annual base salaries ranging from \$225,000 to \$375,000 and bonus compensation subject to the attainment of certain financial performance criteria, ranging from 0% to 125% of each executive officer's annual base salary. See "S Corporation Dividend" and "Management--Executive Compensation."

RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, selected statements of operations data as a percentage of revenues:

	YEARS ENDED DECEMBER 31,			SIX MONTHS ENDED JUNE 30,	
	-----	-----	-----	-----	-----
	1993	1994	1995	1995	1996
Revenues.....	100%	100%	100%	100%	100%
Cost of services.....	56	51	48	50	48

	---	---	---	---	---
Gross profit.....	44	49	52	50	52
Selling, general and administrative expenses.....	41	51	57	72	13
	---	---	---	---	---
Operating income (loss).....	3	(2)	(5)	(22)	39
Other expense (income), net.....	*	1	1	2	*
	---	---	---	---	---
Income (loss) before income tax expense (benefit).. <td>3</td> <td>(3)</td> <td>(6)</td> <td>(24)</td> <td>39</td>	3	(3)	(6)	(24)	39
Income tax expense (benefit).....	1	(1)	(2)	(9)	1
	---	---	---	---	---
Net income (loss).....	2%	(2)%	(4)%	(15)%	38%
	===	===	===	===	===

- - - - -

\*Less than one percent.

SIX MONTHS ENDED JUNE 30, 1996 COMPARED TO SIX MONTHS ENDED JUNE 30, 1995

Revenues. Revenues increased 93% to \$10.9 million in the six months ended June 30, 1996 from \$5.6 million in the six months ended June 30, 1995. This increase was caused by increased demand for management consulting services in the electric utility industry and a change in the Company's management compensation structure that places more emphasis on the generation of new client engagements. These factors generated increases in both the number of client projects and the average size of client projects.

Gross Profit. Gross profit consists of revenues less cost of services, which includes consultant salaries, benefits and travel-related direct project expenses. Gross profit increased 103% to \$5.6 million in the first half of 1996 from \$2.8 million in the comparable period of 1995. Gross profit as a percentage of revenues was 52% in 1996 compared to 50% in 1995. To service additional client project commitments, the Company increased its full-time equivalent consultants, including independent subcontractors, to 43 professionals in the first six months of 1996 from approximately 30 in the comparable period in 1995. Increased utilization rates resulted in a 10% increase in average billings per professional in the 1996 period.

Selling, General and Administrative Expenses. Selling, general and administrative expenses include salaries and benefits of management and support personnel, facilities costs, training, direct selling, outside professional fees and all other corporate costs. Selling, general and administrative expenses decreased 65% to \$1.4 million in the six month period ended June 30, 1996 from \$4.0 million in the prior year period. As a percentage of revenues, selling, general and administrative expenses decreased to 13% in the first six months of 1996 from 72% in the first six months of 1995. The decrease is attributable to the change in the taxable status of the Company from a C-corporation to an S-corporation, with the Company's profits being distributed to its principal executives commencing January 1, 1996. Pursuant to the compensation plan in effect, the Company's key executives did not earn any incentive compensation in the first six months of 1996. Excluding the \$3.1 million of incentive compensation recorded with respect to the Company's key executives in 1995, the remaining selling, general and administrative expenses were 13% and 16% of revenues in the first six months of 1996 and 1995, respectively. Effective July 1, 1996, in contemplation of the termination of the Company's S-corporation status in connection with the closing of this offering, the Company adopted a new executive compensation plan. See "Management--Executive Compensation." Although selling, general and administrative expenses generally

increase as the Company's revenues increase, the Company believes it can leverage its existing overhead structure to lower selling, general and administrative expenses as a percentage of revenues in the future.

Operating Income (Loss). Operating income for the six months ended June 30,

1996 was \$4.2 million, as opposed to an operating loss for the six months ended June 30, 1995 of \$1.2 million. The improvement is attributable to the increased revenues and the decrease in selling, general and administrative expenses resulting from the change in compensation for the Company's key executives, as described above.

Income Taxes. Effective January 1, 1996, the stockholders of the Company elected to be taxed under Subchapter S of the Internal Revenue Code. See "S Corporation Dividend." Federal income taxes are the responsibility of the Company's stockholders, as are certain state income taxes. Accordingly, the statement of operations for the six months ended June 30, 1996 does not include a provision for federal or certain state income taxes. The Company's S-corporation status will terminate upon the consummation of this offering.

#### PRO FORMA RESULTS

The pro forma statement of operations data reflect an adjustment to selling, general and administrative expenses for executive officer compensation for the year ended December 31, 1995 to eliminate the excess of key executive compensation paid in 1995 over the compensation estimated that would have been paid under the newly adopted executive officer compensation plan as if such plan were in place throughout 1995. The estimated amount payable under the new plan was calculated by assuming the payment to the executive officers of their annual base salaries plus a 75% bonus level (payable upon attainment of the mid-point of the compensation plan's financial performance criteria). The pro forma adjustment for officer compensation expenses for the six months ended June 30, 1996 adds back the excess of compensation estimated to be payable under the newly adopted plan over the limited base salaries actually paid in 1996 in light of the Company's S-corporation tax structure.

The pro forma tax provision provided for the six months ended June 30, 1996 assumes the Company had been operating as a C-corporation during such period and reflects an effective tax rate of 40% after giving effect to the aforementioned executive officer compensation expense adjustments.

#### 1995 COMPARED TO 1994

Revenues. Revenues increased 29% to \$13.5 million in 1995 from \$10.4 million in 1994. The increase in revenues was attributable to a 10% increase in the Company's standard daily rates, an increase in the number of client projects and an increase in the average size of client projects. The rate increase was applicable to new client engagements that commenced after the third quarter of 1994, but the full effect was not evident until 1995 because of the high level of work in process for the fourth quarter of 1994.

Gross Profit. Gross profit increased 36% to \$7.0 million in 1995 from \$5.2 million in 1994. Gross profit as a percentage of revenues increased to 52% in 1995 from 49% in 1994. This increase is attributable to improvements in the utilization rates for professional personnel and reduced reliance on independent subcontractors in 1995. Full-time equivalent consultants, including subcontractors, increased to 35 professionals in 1995 from 31 in 1994, to accommodate the increased number and size of client projects. Increased utilization, in addition to the impact of the consultant billing rate increase, improved average billings per professional in 1995 by 14% over 1994's levels.

Selling, General and Administrative Expenses. Selling, general and administrative expenses increased 44% to \$7.7 million in 1995 from \$5.3 million in 1994. This increase is attributable to higher 1995 compensation for the Company's principal executive officers. The Company's 1995 executive incentive plan provided for compensation payments that were largely commensurate with increased gross profits generated from incremental revenues. Selling, general and administrative expenses, as a percentage of revenues, increased to 57% in 1995 from 51% in 1994. Excluding the incentive compensation expense for key executives, the remaining selling, general and administrative expenses were 11% and 13% of revenues in 1995 and 1994, respectively.



expenses.....	1,460	1,063	1,986	2,037	1,942	1,685	709	695
Operating income (loss).	(76)	(77)	(754)	(484)	105	521	2,089	2,149
Other expense (income), net.....	78	(38)	78	20	1	28	13	(1)
Income (loss) before income tax expense (benefit).....	(154)	(39)	(832)	(504)	104	493	2,076	2,150
Income tax expense (benefit).....	(37)	(10)	(298)	(180)	37	175	42	44
Net income (loss).....	\$ (117)	\$ (29)	\$ (534)	\$ (324)	\$ 67	\$ 318	\$2,034	\$2,106

Revenues and operating results fluctuate from quarter to quarter as a result of a number of factors, such as the significance of client engagements commenced and completed during a quarter, the number of business days in a quarter and employee hiring and utilization rates. The timing of revenues varies from quarter to quarter because of the Company's sales cycle, the ability of clients to terminate engagements without penalty, the size and scope of assignments and general economic conditions. Because a significant percentage of the Company's expenses are relatively fixed, a variation in the number of client assignments or the timing of the initiation or the completion of client assignments can cause significant variations in operating results from quarter to quarter. Furthermore, the Company has on occasion experienced a seasonal pattern in its operating results, with a smaller proportion of the Company's revenues and lower operating income occurring in the fourth quarter of the year or a smaller sequential growth rate than in other quarters.

#### LIQUIDITY AND CAPITAL RESOURCES

The Company's primary source of liquidity has been cash flow from operations, periodically supplemented by borrowings under a bank line of credit and by loans from stockholders. Operations provided funds of \$1.8 million for the six months ended June 30, 1996 as compared to \$232,000 in the six months ended June 30, 1995. Cash flow from operations amounted to \$118,000, \$254,000 and \$112,000 for 1993, 1994 and 1995, respectively. Operating income and net income decreased each year during this three year period, but the effects on cash flow were offset to varying degrees by changes in working capital. In particular, two elements of working capital, accounts receivable and accrued compensation and related costs, account for most of the variability in cash flow from operations. In 1993, accounts receivable increased as a result of higher revenues and because of an increase in the days revenue outstanding over the prior year. Accounts receivable decreased in 1994 as improvements in year-end collections reduced the days revenue outstanding at year end. At year end 1995, accounts receivable increased as a result of higher revenues and billings, partially offset by improvements in collections which further reduced the days revenue outstanding. The Company has a substantial level of accrued compensation at each year end because salaries are paid monthly, in arrears, and because annual incentives and bonuses earned and accrued during the calendar year are typically paid in the first quarter of the subsequent year. Incentives and bonuses are based on individual as well as overall business performance and represent a significant proportion of total compensation for both project personnel and executive management. In 1993, accrued compensation increased commensurately with revenues and project personnel levels. In 1994, accrued compensation decreased with the reduction in full time equivalent consultants. Accrued compensation for 1995 increased in line with the growth in professional personnel and improved utilization rates.

Investing activities have not required significant cash flows historically.

Cash flow used in financing activities was \$1.7 million for the six months

ended June 30, 1996. During this period the Company issued notes payable to two shareholders in the aggregate amount of \$1.0 million. The notes, each with a principal amount of \$0.5 million, bear interest at a rate of 10% and mature on December 31, 1996. The proceeds from these notes and funds provided by operations were used to repay \$406,000 in debt outstanding under a line of credit, to pay a \$1.6 million S Corporation Dividend, and to make an advance of \$725,000 to an officer. At June 30, 1996, the Company had a line of credit which expires on December 31, 1996 and provides for maximum borrowings of \$1.2 million. Borrowings are limited to 65% of eligible accounts receivable and bear interest at the bank's prime rate (8.25% at June 30, 1996) plus 0.5%. There were no outstanding borrowings under the line of credit as of June 30, 1996.

Cash flow (used in) provided by financing activities amounted to (\$59,000), (\$168,000), and \$97,000 for 1993, 1994 and 1995, respectively.

The Company believes the net proceeds from the sale of Common Stock offered hereby, together with funds generated by operations, will provide adequate cash to fund its anticipated cash needs, which may include future acquisitions of complementary businesses, at least through the next eighteen months. The Company currently has no agreements, understandings or commitments regarding future acquisitions. Pending such uses, the net proceeds will be invested in short-term, interest-bearing investment grade securities. The Company currently anticipates that it will retain all of its earnings for development of the Company's business and does not anticipate paying any cash dividends in the foreseeable future.

18

#### RECENTLY ISSUED FINANCIAL ACCOUNTING STANDARDS

Statement of Financial Accounting Standards (SFAS) No. 121, "Accounting for the Impairment of Long-Lived Assets to Be Disposed Of," was issued in 1995. Implementation of SFAS No. 121 is effective for financial statements for fiscal years beginning after December 15, 1995. SFAS No. 121 established accounting standards for the impairment of long-lived assets, certain identifiable intangibles, and goodwill relating to those assets to be held and used and for long-lived assets and certain identifiable intangibles to be disposed of. SFAS No. 121 is not expected to have a significant impact on the Company's financial statements.

Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation, was issued in October 1995. The Company will be required to adopt the new standard no later than fiscal 1996, although early adoption is permitted. This standard establishes the fair value based method (the "FAS 123 Method") rather than the intrinsic value based method as the preferred accounting methodology for stock-based compensation arrangements. Entities are allowed to: (i) continue to use the intrinsic value based methodology in their basic financial statements and provide in the footnotes pro forma net income and earnings per share information as if the FAS 123 Method had been adopted; or (ii) adopt the FAS 123 Method. Adoption of the FAS 123 Method would result in higher compensation cost for the Company.

19

#### BUSINESS

The Metzler Group, Inc. is a leading nationwide provider of consulting services to electric utilities and other energy-related businesses. The Company offers a wide range of consulting services related to information technology, process/operations management, strategy, and marketing and sales designed to assist its clients in succeeding in a business environment of changing regulation, increasing competition and evolving technology.

#### OVERVIEW

Background. The electric utility industry is one of the largest industries in the United States. According to the Edison Electric Institute, in 1995 the total assets of investor-owned utilities (which account for the vast majority of the industry's generating capacity and revenues) exceeded \$575 billion and electric utility industry revenues from sales to end users totaled approximately \$207 billion.

Like other businesses, electric utilities are increasingly turning to outside consulting firms to assist in or lead the process by which such enterprises address fundamental changes. In general, businesses engage consultants because: (i) the pace of change is eclipsing the companies' internal resources; (ii) many enterprises lack the depth and breadth of experience to identify, evaluate and implement the full range of possible options and solutions; (iii) outside specialists often enable their clients to develop better solutions in shorter time frames; (iv) purchasing consulting expertise converts fixed labor costs to variable costs and can be more cost-effective; and (v) consultants can often formulate more objective advice, free of internal cultural or political forces.

Utility Consulting Opportunity. The utilities industry represents a significant market for consulting services. An industry source estimates that the market for utility consulting in the U.S. was \$1.8 billion (or 8% of the total market for consulting services) in 1995 and that this market will grow at a 9% compound annual rate through 2000.

The demand for consulting services in the U.S. electric utility industry is driven in significant part by the revolutionary change facing the industry as it begins to convert from a regulated monopoly structure to an increasingly competitive environment. Historically, due to the significant fixed costs inherent in generating and transmitting electricity, electric utilities were viewed as natural local monopolies, operating as an integrated entity to generate, transmit and distribute retail electricity within designated geographic service areas without competition from other suppliers.

However, as a result of recent market, regulatory and legislative factors, competition in the electric utility industry is being encouraged at both the state and federal regulatory levels, but the transformation to a competitive market for electricity is proceeding unevenly. Although deregulation of the transportation and telecommunications industries was accomplished relatively rapidly, deregulation of the electric utility industry has been more difficult due to the complex and overlapping web of over 200 federal and state regulatory bodies and the presence of a large number of separate, regulated companies. Accordingly, implementation will likely unfold on a state-by-state basis into the next century and may well face challenges from utilities and state and local governments.

Deregulation and the introduction of competition have created a significant need for consulting services that provide solutions to the problems facing electric utilities today. The changing competitive environment has forced the electric utility industry to confront an evolving range of strategic options and challenges, most of which are unfamiliar to participants that have operated under monopolistic assumptions since inception. Emerging strategies and challenges presently identified include the following:

- . Information Technology. In general, the electric utility industry has been slow to adopt the latest in information technologies. Rapid technological advances and competitive pressures are forcing utilities to replace antiquated systems with new technology and to undertake major, critical systems projects.

- . Cost Control. Utilities must reduce their costs in order to improve margins and to offer more competitive prices. Many utilities are already engaging in significant restructuring efforts, including process redesigns, deploying innovative information systems and technologies and

redefining staffing and skill-mix requirements.

- . Customer Focus and Innovation. In a fully deregulated electric utility market, end users will be able to select their electricity provider, much as they can choose their provider of long-distance and cellular telephone services today. In response, utilities, which have historically enjoyed a captive customer base, will need to develop marketing and sales skills to attract and retain customers, develop customer awareness and loyalty enhancement programs in order to establish brand identity and provide innovative services.
- . Organization Restructuring. A number of utilities are abandoning their traditional integrated corporate structure and are organizing into distinct divisions responsible for power generation, transmission, distribution, and billing and customer service in an effort to provide these services more efficiently and effectively. These divisions need to formulate their own strategies, develop their own administrative infrastructure and implement their own marketing campaigns.
- . Consolidation. More than 31 utilities have either consummated or announced mergers and other consolidations totaling more than \$41 billion in value since 1990. This trend is expected to continue as utilities seek to achieve economies of scale, increase geographic coverage, eliminate redundant infrastructure, increase market leverage, reduce their cost of capital and expand their customer base. After a combination is consummated, the new entity often faces the difficult process of combining separate operations and infrastructure to achieve the desired efficiencies.
- . Global Expansion. To improve investment opportunities and gain knowledge of deregulation, many utilities have taken advantage of utility privatization in foreign countries. This strategy has typically taken the form of either passive investments, alliances with other utilities, suppliers or financial institutions, or direct ownership and operation.
- . Developing New Services. In order to meet the increased expectations of the competitive marketplace, utilities are evaluating new value-added services, such as the ability to monitor and control electrical usage with computerized metering devices. Furthermore, utilities may provide services to customers that are not directly related to the delivery of electricity. Like cable and local telephone companies, electric utilities have access to homes and businesses through their existing hard-wire connections, and they possess a significant infrastructure of poles and wires and related property easements. In addition, electric utilities have long-standing billing relationships with virtually every home and business in their service area. These factors may permit utilities to offer their customers a variety of new services--from security services in the near future, to telecommunications services and direct access video services in the distant future. In addition, many utilities are redirecting and redeploying assets through diversification initiatives, primarily within traditional business sectors such as energy services, fuel resources and services, and energy project investments.

#### STRENGTHS AND DIFFERENTIATION

Metzler offers a wide range of consulting services to electric utilities and other energy-related businesses to assist them in succeeding in a business environment of changing regulation, increasing competition and evolving technology. With its 44 full-time consultants devoted predominantly to the electric utility industry, the Company believes that it is a leading provider of electric utility consulting services. As a result, the Company believes that it is well equipped to offer its clients innovative solutions appropriately tailored to the changing dynamics of the electric utility industry.

The Company believes that several factors distinguish it from many of the other participants in the consulting industry. These Company strengths include the following:

Established Electric Utility Expertise. For over thirteen years, the Company has focused primarily on providing consulting services to the electric utility industry. The Company believes that its vertical focus

21

and broad service offerings differentiate it from both general consulting firms that serve multiple industries and "niche" firms with limited skill sets that focus on the electric utility industry. The Company's consultants have significant prior industry or consulting experience and possess a breadth of functional knowledge in the critical business disciplines of strategic planning, information technology, accounting, finance, economics, organization design, marketing, sales, customer service, systems analysis, resource acquisition and asset management.

Deep-Rooted Client Relationships. By providing services to 34 of the 50 largest investor-owned electric utilities in the United States, the Company has developed numerous contacts at various levels within these client organizations, ranging from chief executive officers and other senior management to functional managers. Metzler's relationships can span multiple functional areas, which often leads to follow-on engagements. Many of the Company's relationships have moved beyond a relatively small initial project to span multiple engagements over a period of as much as eighteen months.

Proprietary Knowledge Base. Metzler has internally developed and continuously refines for use by its consultants a proprietary database of electric utility industry research, benchmarks and practical solutions. Relevant aspects of this accumulated knowledge are available to be incorporated quickly into the Company's analysis for new engagements, resulting in the consistent provision of proven, effective solutions and tangible benefits to its clients.

Wide Range of Industry-Specific Services. Many electric utility consulting engagements require the vendor to provide a broad array of service offerings-- something many "niche" players cannot provide. Engagements often require creative solutions that must be drawn from diverse areas of expertise. Metzler's expertise in a wide range of services enables the Company to better pursue such opportunities and to offer itself as a single-source provider of information technology, process/operations management, strategy, and marketing and sales consulting services to utilities.

Strategic Planning Methodology. In its engagements, the Company uses COMPPASS 2000SM, a high-level modeling tool developed by Metzler to evaluate and explore broad issues in support of a utility's comprehensive strategic planning process. COMPPASS 2000 integrates available information on system capabilities (generation, transmission and distribution) and the marketplace (competitors and customers) to test and evaluate proposed management strategies against system constraints, market needs, regulatory commitments and potential competitive responses to maintain a company's competitive advantage within the evolving electric utility industry.

#### GROWTH STRATEGY

The Company's goal is to become the preeminent provider of a full range of consulting services necessary for electric utilities to thrive in a dynamic environment. Metzler's strategy to achieve this goal includes the following elements:

Further Penetrate Existing Client Base. Although Metzler has provided consulting services to many of the largest utilities in the United States, some of these clients have historically engaged the Company to provide only limited types of services or to provide services to a single division or business unit. The Company believes that the provision of additional services to its existing client base represents a significant growth opportunity and that the opportunity can be better pursued if the Company adds consultants and further develops internal resources. The access, contact and goodwill provided

by its existing client relationships afford it significant advantages in marketing additional services and solutions on an enterprise-wide basis.

Seek New Clients and Expand Geographic Presence. The Company intends to target new clients by increasing its nationwide presence through the hiring of consultants with existing client relationships or through acquisitions of existing consulting firms. The Company will place particular emphasis on hiring new consultants that will expand the Company's geographic presence.

22

Continue to Recruit Highly Skilled Professionals. The Company believes that its continued success and growth require it to expand its base of highly skilled professionals. In order to compete successfully for new business and to obtain additional business from existing clients, the Company continually strives to recruit qualified, experienced personnel possessing the skills currently demanded by the changing dynamics of the electric utility industry. The Company particularly targets senior professionals with skills and client relationships that complement services currently offered by Metzler. The Company believes it enhances recruitment and retention of consultants by offering packages of base and incentive compensation and benefits that are significantly more attractive than those offered by the consulting industry in general. The Company also believes that operating as a public company will aid greatly in recruiting, retaining and incentivizing current and future employees.

Pursue Strategic Acquisitions. Given the highly fragmented nature of the consulting services marketplace, Metzler believes numerous acquisition opportunities exist. Acquisitions may provide the Company with a fast, cost-effective method to increase its number of consultants, broaden its client base, establish or expand its presence in a geographic region or obtain additional skill sets. In addition, the Company intends to seek to acquire or develop relationships with firms serving the utility industry whose services complement the Company's current offerings, thereby enabling the Company to market its existing services to the acquired company's client base and to market the acquired company's services to its own clients. The Company may also pursue vertical integration by acquiring businesses which it currently engages on a subcontractor basis to provide specialized technical skills in certain engagements.

Expand Service Offerings. The Company believes that in a more competitive marketplace, many electric utilities may seek to concentrate on their core business and delegate the operation of support functions to outside consulting firms. The Company is exploring the possibility of providing its electric utility clients with outsourcing services for certain information technology tasks and customer support operations.

## SERVICES

The Company offers its consulting services in four principal areas: information technology, process/operations management, strategy, and marketing and sales. In order to understand the basic characteristics of a client, organizational unit or project, the Company generally performs more than 75% of the engagement at the client's site. This on-site presence helps avoid the development of conclusions drawn from limited exposure to company personnel, processes and facilities and enables Metzler consultants to be available to service further or expanded client needs as they may evolve. Although extensive time is spent on site, all Metzler consultants have portable computers running common software for word processing and tabular and graphic presentations, thereby allowing the project team to remain relatively independent of and non-intrusive into the client's daily business operations.

23

The table below provides examples of the Company's service offerings in each of these areas.

CATEGORY  
OF SERVICE

DESCRIPTION OF PROJECTS

-----  
INFORMATION  
TECHNOLOGY

- . Total life cycle analysis and implementation of activity-based management systems, including process evaluation, activity definition, chart of accounts and system design, construction and implementation
- . Development of strategic information systems plans
- . Development of information systems such as activity-based management and marketing information systems
- . Development of information requirements and package evaluations for executive information systems, materials management systems and work management systems
- . Development of telecommunications systems, including integrated communications planning, communications market analysis, network traffic evaluation and customer operations process design

-----  
PROCESS/OPERATIONS  
MANAGEMENT

- . Examination and reorganization of customer operations
- . Evaluation of distribution operations
- . Business process redesign of the material procurement and contract function
- . Consolidation options for transmission, distribution and customer service operations
- . Examination and restructuring of plant operations and maintenance functions
- . Consolidation and integration options for the marketing and customer services operations
- . Development of materials management programs
- . Materials management support for outages
- . Development of procurement strategies, policies and procedures
- . Examination of contract consolidation

-----  
STRATEGY

- . Identification and evaluation of candidates for merger, consolidation or acquisition
- . Evaluation of alternative regulatory and legislative positions
- . Identification of how market clearing prices would respond to various strategic initiatives and activities within the marketplace
- . Development of non-regulated business plans and objectives, including investment and spending objectives
- . Examination of domestic and international energy market sectors and identification of opportunities for competitive leverage
- . Development of negotiation strategies for the client in the initiation and renewal of power commitment contracts
- . Independent evaluation of the planning process and products
- . Quantification and prioritization of operational and business strategies

-----  
MARKETING AND  
SALES

- . Marketing analysis, market surveys, competitive assessments and profitability objectives
- . Detailed analysis of the marketplace including potential size and volume growth rates, customer preferences, competitive strategies and market penetration options
- . Market survey of industrial and commercial customers in response to proposed unbundled energy services
- . Development of market strategies and marketing plans
- . Restructuring of account management programs
- . Restructuring and consolidation of distribution system

- networks to optimize service delivery
- . Redesign and implementation of marketing and customer service functions

MARKETING AND SALES

The Company markets its services directly to senior executives of utilities from its headquarters near Chicago, Illinois. The Company employs a variety of business development and marketing techniques to communicate directly with current and prospective clients, including on-site presentations to senior utility executives, industry seminars featuring presentations by Metzler personnel and authoring of articles and other publications regarding the utility industry and the Company's methodologies.

A significant portion of new business arises from prior client engagements. Clients frequently expand the scope of engagements during delivery to include follow-on complementary activities. Also, the Company's on-site presence affords it the opportunity to become aware of, and to help define, additional project opportunities as they are identified by the client. The strong client relationships arising out of many engagements often facilitate the Company's ability to market additional capabilities to its clients in the future. In addition, the Metzler senior management team is actively engaged in meeting with utilities that have not yet engaged the Company and newly appointed senior managers in utilities where the Company has worked in the past to make them aware of the Company's capabilities.

CLIENTS AND REPRESENTATIVE SOLUTIONS

The Company has performed consulting assignments for more than 100 utility industry clients, principally investor-owned electric utilities. The Company's clients also include gas and water companies and other ownership structures such as holding companies, electric cooperatives, public power agencies and state regulatory commissions. The Company also serves independent power producers, co-generators and power marketers and suppliers to the utility industry.

Because of the nature and scope of many of the Company's projects, the Company derives a significant portion of its revenues from a relatively limited number of clients that operate exclusively in the electric utility industry. For example, during 1995 and the first half of 1996, revenues from the Company's ten most significant clients accounted for approximately 80.5% and 76.3% of its revenues, respectively. In 1995, a group of affiliated clients and the Company's largest single client accounted for approximately 22.6% and 15.5% of the Company's revenues, respectively. The Company's largest clients typically engage the Company on consulting projects that span from twelve to eighteen months and thereafter the Company may not be rehired for a significant project for varying periods of time. This typical engagement cycle causes the Company's ten most significant clients, absent project carryovers, to change from year to year. For these reasons, the Company believes that it is not materially dependent on any particular client.

A list of representative clients is set forth below:

- |                               |                                 |                                |
|-------------------------------|---------------------------------|--------------------------------|
| Allegheny Power System, Inc.  | Gulf States Utilities Co.       | Pennsylvania Power & Light Co. |
| Baltimore Gas & Electric Co.  |                                 |                                |
|                               | Houston Industries Incorporated |                                |
| Carolina Power & Light Co.    | Illinois Power Co.              | Philadelphia Electric Co.      |
| Centerior Energy Corp.        | Long Island Lighting Co.        | Pinnacle West Capital Corp.    |
| Central and South West Corp.  |                                 |                                |
|                               | New England Electric System     |                                |
| Cincinnati Gas & Electric Co. |                                 | PSI Resources, Inc.            |
|                               | Niagara Mohawk Power Co.        |                                |

CMS Energy Corp.	Northeast Utilities	Public Service Enterprise
Commonwealth Edison Co.	Northern States Power Co.	Group, Inc.
Dominion Resources, Inc.	Ohio Edison Co.	Public Service of
Entergy Corporation		Colorado
	Oklahoma Gas & Electric Co.	
General Public Utilities Corp.		San Diego Gas & Electric
		Co.
	Pacific Gas & Electric Co.	
		SCANA Corp.
		SCEcorp.
		Texas Utilities Company
		Wisconsin Energy Corp.

Examples of Metzler's engagements include the following:

Strategic and Operations Planning. A start-up energy services company engaged Metzler to assist in its strategic and operations planning. The client was created from an acquisition by an electric utility company as

part of the utility's diversification strategy in preparation for deregulation. Over the course of a multi-year engagement, the Company performed regulatory, financial, marketing and product development studies to help develop and implement the energy service company's business strategy.

Business Strategy Implementation Planning. For a large east coast electric utility, Metzler jointly worked with a joint client team to complete a comprehensive analysis of its electric distribution business. This analysis identified specific strategies for the client to pursue in order to improve its competitive position. Using this analysis, Metzler led the development of a new business model for these operations, transitioning to the development of a separate power distribution entity. The new model focused on maximizing service levels while improving the cost competitiveness of the distribution business. The resulting implementation plan specified the procedures for the client to follow over the next three years in parallel to ongoing changes in the industry.

Distribution Operations Redesign. Metzler worked with management of a major southwest electric utility to identify opportunities to redesign the service delivery network for metropolitan operations serving 1.2 million customers and involving 1,500 distribution personnel. The analysis involved developing a comprehensive operations model for the business and evaluating existing boundaries, facilities, and work practices. The resulting recommendations lead to the development of implementation teams to move forward in four key areas: (i) establishing a flexible organization that can respond to customer changes over time; (ii) implementing job site reporting for company construction personnel, improving service and reducing costs; (iii) redesigning trouble response operations to reduce outage times; and (iv) implementing new work day structures to increase utilization.

HUMAN RESOURCES

As of July 1, 1996, the Company's personnel consisted of 52 employees, consisting of 44 full-time consultants and eight support personnel. The Company's success depends in large part on attracting, retaining and motivating talented, creative and experienced professionals at all levels. See "Risk Factors--Attraction and Retention of Employees." In connection with its hiring efforts, the Company employs a full-time human resources coordinator, retains several executive search firms and relies on personal and business contacts to recruit professionals with significant utility industry or consulting experience. The Company's hiring focus is not on finding a large number of employees, but rather on identifying candidates who are well suited by background and temperament to serve the Company's utility client base. The Company's consultants are drawn from utility and related industries such as

engineering, construction and telecommunications, and from accounting and other consulting organizations. The Company's fifteen senior most managers each average a total of fifteen years of utility industry and consulting experience.

The Company has developed mentoring programs to assist in training its employees, and intends to further enhance its focus on employee training in the future. The Company also develops its consultants through a training program, as well as review of precedent from prior Company engagements.

The Company promotes loyalty and continuity of its consultants by offering packages of base and incentive compensation and benefits that it believes are significantly more attractive than those offered by the consulting industry in general. In addition, to attract and retain consultants, the Company has established several employee benefit plans. See "Management--Long-Term Incentive Plan."

In addition to the employees discussed above, Metzler supplements its consultants on certain engagements with independent contractors, many of whom are former employees of the Company. The Company is responsible for selecting these individuals and integrating their work product into a total solution for the Company's utility client. The Company has 37 individuals on its current list of approved independent contractors, of whom approximately ten to fifteen are working on engagements with Metzler at any given time. The Company believes that its practice of retaining independent contractors on a per-engagement basis provides it with greater flexibility in adjusting professional personnel levels in response to changes in demand for its services.

26

#### COMPETITION

The market for consulting services to electric utilities is intensely competitive, highly fragmented and subject to rapid change. The market includes a large number of participants from a variety of market segments, including general management consulting firms, the consulting practices of "Big Six" accounting firms, and local or regional firms specializing in utility services. Many information technology consulting firms also maintain significant practice groups devoted to the utility industry. Many of these companies are national and international in scope and have greater financial, technical and marketing resources than the Company. The Company believes that its experience, reputation, industry focus and broad range of services will enable it to compete effectively in its marketplace. See "Risk Factors--Competition."

#### FACILITIES

Metzler currently operates from 10,000 square feet of leased office space located in Deerfield, Illinois. The Company believes that additional space will be required as its business expands geographically and that it will be able to obtain suitable space as needed.

27

#### MANAGEMENT

##### EXECUTIVE OFFICERS AND DIRECTORS

The Company's executive officers and directors and their respective ages and positions as of August 1, 1996, are as follows:

NAME	AGE	POSITION
Robert P. Maher.....	46	Chairman of the Board, President, Chief Executive Officer and Director
Gerald R. Lanz.....	48	Chief Operating Officer and Director
James F. Hillman.....	39	Chief Financial Officer and Treasurer
James T. Ruprecht.....	37	Senior Vice President and Director
James R. Blomberg.....	36	Senior Vice President
David J. Donovan.....	46	Senior Vice President
Stephen R. Goldfield.....	32	Senior Vice President
Richard J. Metzler.....	55	Senior Vice President

Robert P. Maher has served as a Director of the Company since April 1991. He has served as Chief Executive Officer and President since January 1996 and as Chairman of the Board since June 1996. From August 1990 to December 1995, Mr. Maher held various positions with the Company, most recently as a Senior Vice President working primarily in the information technology area. From 1988 to August 1990, he was a principal with the consulting practice of Ernst & Young LLP where he organized and directed information technology engagements for the regulated segment of the communications industry practice.

Gerald R. Lanz has served as a Director of the Company since January 1996 and as Chief Operating Officer since June 1996. From December 1994 to June 1996, Mr. Lanz held various management positions with the Company, most recently as a Senior Vice President working in the area of strategic and business practices. From July 1989 to June 1994, he was employed by Ameritech Corporation in a series of management positions, most recently as Vice President of Marketing and Business Development for its Small Business Services division.

James F. Hillman has served as the Chief Financial Officer and Treasurer since June 1996. From April 1996 to June 1996, Mr. Hillman served as a Principal Associate of the Company. From July 1988 to March 1996, he was employed by Ameritech Corporation, most recently as the Chief Financial Officer of Ameritech Monitoring Services, Inc.

James T. Ruprecht has served as a Director of the Company since December 1994 and as a Senior Vice President since January 1994. From April 1987 to January 1996, Mr. Ruprecht held various management positions with the Company, working primarily in the areas of business process re-engineering, customer operations and supply chain management. Prior to his employment at Metzler, he held various positions with the Northern Illinois Gas Company, most recently as an Area Manager of Operations.

James R. Blomberg has served as a Senior Vice President since January 1996. From May 1989 to January 1996, Mr. Blomberg held various management positions with the Company, working primarily in the areas of business process re-engineering, customer operations and marketing. He served as a Director of the Company from June 1995 to June 1996.

David J. Donovan has served as a Senior Vice President since April 1987, working in the areas of strategic marketing and energy planning. He served as a Director of the Company from April 1991 to June 1996.

Stephen R. Goldfield has served as a Senior Vice President since January 1996. From July 1990 to January 1996, Mr. Goldfield held various senior management positions with the Company. He served as Director of the Company from June 1995 to June 1996. Prior to his employment at the Company, Mr. Goldfield was employed by the Philadelphia Electric Company.

Richard J. Metzler, the founder of the Company, has served as a Senior Vice President and Chairman Emeritus since June 1996. From January 1996 to June 1996 he served as Treasurer, and from July 1983 to December 1995 Mr. Metzler

served as the President and Chairman of the Board of the Company. He served as a Director of the Company from July 1983 to June 1996.

The Company's executive officers are appointed annually by, and serve at the discretion of, the Board of Directors. Each executive officer is a full-time employee of the Company. The Board of Directors currently consists of three members. The Company expects to fill the two current vacancies on the Board with independent directors following the consummation of the offering. The Board of Directors is divided into three classes, each of whose members serve for a staggered three-year term. The Board is comprised of two Class I Directors (to be appointed within 90 days after the closing of this offering), two Class II Directors (Messrs. Lanz and Ruprecht) and one Class III Director (Mr. Maher). At each annual meeting of stockholders the appropriate number of directors will be elected for a three-year term to succeed the directors of the same class whose terms are then expiring. The terms of the Class I Directors, Class II Directors and Class III Directors will expire upon the election and qualification of successor directors at the annual meetings of stockholders held in calendar years 1997, 1998 and 1999, respectively. There are no family relationships between any director or executive officer of the Company.

#### BOARD COMMITTEES

The Audit Committee will be responsible for reviewing with management the financial controls, accounting and audit and reporting activities of the Company. The Committee will review the qualifications of the Company's independent auditors, make recommendations to the Board of Directors regarding the selection of independent auditors, review the scope, fees and results of any audit and review non-audit services and related fees provided by the independent auditors. The members of the Audit Committee have not yet been appointed. The Company intends to appoint the two independent directors to this committee.

The Compensation Committee will be responsible for the administration of all salary and incentive compensation plans for the officers and key employees of the Company, including bonuses. The Committee will also administer the Company's Long-Term Incentive Plan. The members of the Compensation Committee have not yet been appointed. The Company intends to appoint the two independent directors to this committee.

No director has been appointed to the Company's Audit Committee or Compensation Committee as of the date of this Prospectus. When the two independent directors are elected after this offering, they will each be appointed to each committee and will collectively constitute all members of both committees.

The Board of Directors does not have a nominating committee. The selection of nominees for the Board of Directors will be made by the entire Board of Directors.

#### DIRECTOR COMPENSATION

Directors who are not executive officers of the Company will be paid a fee of \$1,000 for each board meeting attended in person and all directors will be reimbursed for travel expenses incurred in connection with attending board and committee meetings. Directors are not entitled to additional fees for serving on committees of the Board of Directors. Pursuant to the terms of the formula program of the Company's Long-Term Incentive Plan, each director of the Company appointed after the completion of this offering who is not otherwise employed by the Company automatically will be granted an option to purchase 3,000 shares of Common Stock for each year of the term to be served upon his or her initial election or re-election to the Board of Directors. The options will have an exercise price equal to the fair market value of the Common Stock on the date of grant, and will be exercisable in equal annual installments over the term to be served beginning on the first anniversary of the date of grant.

EXECUTIVE COMPENSATION

The following table sets forth certain information with respect to the annual and long-term compensation earned for the fiscal year ended December 31, 1995 for the Company's Chief Executive Officer and the four most highly compensated executive officers other than the Chief Executive Officer (the "Named Executive Officers").

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	ANNUAL COMPENSATION(1)		ALL OTHER COMPENSATION(2)
	SALARY	BONUS	
Robert P. Maher President and Chief Executive Officer.....	\$ 182,333	\$414,505	\$ 9,636
Gerald R. Lanz Chief Operating Officer.....	175,000	599,230	--
James T. Ruprecht Senior Vice President.....	175,000	864,205	11,136
David J. Donovan Senior Vice President.....	175,000	678,011	11,136
Richard J. Metzler Senior Vice President.....	1,050,776	412,938	11,136

(1) The Company did not issue any restricted stock or grant any stock appreciation rights or make any Long-Term Incentive Plan payouts to any of the Named Executive Officers in 1995.

(2) Represents matching payments under the Company's 401(k) Plan.

Effective as of the date of this Prospectus, the Board of Directors has approved a new compensation program for the Named Executive Officers, which provides for initial annual base salaries ranging from \$225,000 to \$375,000. In addition to the base salaries, a bonus structure has been established under which bonuses ranging from 0% to 125% of the Named Executive Officer's annual base salary will be awarded based on the attainment of certain financial performance criteria. Under the compensation program, the Company's other senior managers will have annual base compensation and bonus arrangements similar to the Named Executive Officers.

LONG-TERM INCENTIVE PLAN

The Board of Directors has adopted The Metzler Group, Inc. Long-Term Incentive Plan (the "Long-Term Plan"). The Long-Term Plan is designed to enhance the long-term profitability and stockholder value of the Company by offering Common Stock, Common Stock-based, and other performance incentives to those individuals who are key to the growth and success of the Company, to attract and retain executives with experience and ability on a basis competitive with industry practice and to encourage executives to acquire and maintain stock ownership in the Company.

The Long-Term Plan is administered by the Compensation Committee, which, except for the formula program (the "Formula Program") noted below for non-employee directors, has exclusive authority to grant awards under the Long-Term Plan and to make all interpretations and determinations affecting the Long-Term Plan. The Compensation Committee has the discretion to determine the individuals to whom Awards (as defined below) are granted, the amount of such Award, any applicable vesting schedule and other terms of any Award.

Participation in the Long-Term Plan is limited to employees, consultants, advisors and independent contractors of the Company and its subsidiaries who are selected from time to time by the Compensation Committee. In addition, non-employee directors automatically participate in the Formula Program. Awards under the Long-Term Plan may be in the form of stock options (including both incentive stock options that meet the requirements of Section 422 of the Internal Revenue Code and nonqualified stock options), stock awards, restricted stock grants, stock appreciation rights ("SARs") and performance awards (collectively, "Awards"). Any Award issued under the Long-Term Plan that is forfeited, expired, canceled or terminated prior to vesting or exercise will again become available for grant under the Long-Term Plan.

30

The Long-Term Plan also includes the Formula Program. The Formula Program provides for the automatic grant of options to purchase shares of Common Stock to non-employee directors of the Company. Pursuant to the terms of the Formula Program, each director of the Company who is not otherwise employed by the Company automatically will be granted an option to purchase 3,000 shares of Common Stock for each year of the term to be served upon his or her initial election or re-election to the Board of Directors. The options will vest in equal annual installments over the term to be served beginning on the first anniversary of the option grant date.

The maximum number of shares of Common Stock that may be issued and sold under the Long-Term Plan is 1,300,000 shares. In the event of any stock dividend, stock split, recapitalization, merger, other change in the capitalization of the Company or similar corporate transaction or event affecting the Common Stock the Compensation Committee may make appropriate adjustments to the Awards. Alternatively, the Company may accelerate the timing of the exercise of any Awards or cancel any Award and provide instead for the payment to the participant in cash of the economic value of the Award at the time of cancellation.

On June 30, 1996, the Company granted options under the Long-Term Plan to all of its employees other than then-existing stockholders to purchase an aggregate of 355,666 shares at an exercise price of \$12 per share, which was equal to the estimated fair market value of the Common Stock as of that date. In general, the options are exercisable in four approximately equal annual installments commencing on July 1, 1998.

#### CERTAIN TRANSACTIONS

In December 1995, Richard J. Metzler, the Company's founder and owner of 85% of its capital stock at that time, sold 60% of the Company's outstanding capital stock for total consideration of \$3,231,900 (\$0.48 per share) to the other then-existing shareholders, who are all senior officers of the Company. Following the completion of this transaction, Messrs. Metzler, Donovan, Goldfield, Lanz, Maher and Ruprecht each owned 15% of the Company's capital stock and Mr. Blomberg owned 10% of the Company's capital stock. In connection with this ownership transition from Mr. Metzler to the existing stockholders, the Company and each of the Selling Stockholders entered into a shareholders agreement (the "Shareholders Agreement"), pursuant to which, among other things: (i) certain actions of the Company required the prior approval by a specified number of the stockholders; (ii) compensation levels and dividends were fixed; and (iii) certain restrictions relating to the transfer of the shares of Common Stock were established. In addition, under the terms of the Shareholders Agreement, Mr. Metzler was granted a "look-back" option pursuant to which, under certain circumstances including a public offering of Common Stock of the Company, Mr. Metzler was granted the right to repurchase from the existing stockholders certain shares of Common Stock for a total consideration of \$1.00. Immediately prior to this offering, Mr. Metzler exercised his "look-back" option to purchase from the other shareholders of the Company 257,143 shares from each of Messrs. Donovan, Goldfield, Lanz, Maher and Ruprecht and 171,428 shares from Mr. Blomberg and the Shareholder Agreement was terminated. Pursuant to a Redemption Agreement between the Company and Mr. Metzler

effective as of the date of this Prospectus, the Company repurchased 1,714,285 shares from Mr. Metzler in exchange for a promissory note in the amount of \$7,975,000. The redemption price was reached through arms-length negotiations between Mr. Metzler and the Company.

During the years ended December 31, 1993, 1994 and 1995, Richard Metzler, the founder of the Company and a director at the time, withdrew advances aggregating \$715,000, \$457,000 and \$289,000, respectively, from the Company that were later converted to salary expense.

Richard Metzler borrowed \$725,000 from the Company, as evidenced by a promissory note dated May 1, 1996 that bears interest at 6% and was due in three equal annual installments beginning on December 31, 1996. In September 1996, this note was amended to be immediately due and payable in cash upon the closing of this offering.

During 1993 and 1994 the Company paid expenses and collected revenues on behalf of LORE Systems, Inc. ("LORE"), a company owned solely by Mr. Metzler. LORE was in the business of developing and creating optical image databases from printed documents and indexing them for storage and rapid retrieval. Amounts paid by the Company, net of amounts collected, were reimbursed by LORE. Expenses paid by the Company on behalf of LORE during the years ended December 31, 1993 and 1994 were \$294,194 and \$228,275, respectively.

In January 1996, the Company borrowed \$500,000 from each of Messrs. Metzler and Maher for operating capital. The promissory notes bear interest at 10% per annum and are due on December 31, 1996.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth certain information regarding the beneficial ownership of Common Stock immediately prior to the effective date of this offering, and as adjusted to reflect the sale of the shares offered hereby, by: (i) each person known by the Company to own beneficially more than five percent of the outstanding shares of Common Stock; (ii) each of the Company's directors; (iii) each of the Named Executive Officers; (iv) each Selling Stockholder; and (v) all directors and executive officers of the Company as a group. Each person named below has an address in care of the Company's principal executive offices. The Company believes that each person named below has sole voting and investment power with respect to all shares of Common Stock shown as beneficially owned by such holder, subject to community property laws where applicable.

NAME	BENEFICIAL OWNERSHIP PRIOR TO OFFERING (1)		NUMBER OF SHARES BEING OFFERED	BENEFICIAL OWNERSHIP AFTER OFFERING (1)	
	NUMBER OF SHARES	PERCENT		NUMBER OF SHARES	PERCENT
David J. Donovan.....	1,200,000	15.0%	100,000	1,100,000	11.0%
Stephen R. Goldfield.....	1,200,000	15.0%	100,000	1,100,000	11.0%
Gerald R. Lanz.....	1,200,000	15.0%	100,000	1,100,000	11.0%
Robert P. Maher(2).....	1,200,000	15.0%	100,000	1,100,000	11.0%
Richard J. Metzler.....	1,200,000	15.0%	600,000	600,000	6.0%
James T. Ruprecht.....	1,200,000	15.0%	100,000	1,100,000	11.0%
James R. Blomberg.....	800,000	10.0%	100,000	700,000	7.0%

All Directors and Executive  
Officers as a group

(8 persons)..... 8,000,000 100.0% 1,200,000 6,800,000 68.0%

- - - - -

- (1) Applicable percentage of ownership as of July 1, 1996 is based upon 8,000,000 shares of Common Stock outstanding. Applicable percentage ownership after this offering is based upon 10,000,000 shares of Common Stock outstanding. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission, and includes voting and investment power with respect to the shares shown as beneficially owned.
- (2) Mr. Maher maintains voting control over an aggregate of 77,712 shares held of record equally by each of his three children, which shares are included in the shares indicated as beneficially owned by Mr. Maher.

#### DESCRIPTION OF CAPITAL STOCK

##### GENERAL

The authorized capital stock of the Company consists of 15,000,000 shares of Common Stock, par value \$.001 per share, and 3,000,000 shares of Preferred Stock, par value \$.001 per share (the "Preferred Stock"). Prior to the consummation of the offering, the Company will have outstanding 8,000,000 shares of Common Stock and no shares of Preferred Stock. Upon completion of this offering, the Company will have outstanding 10,000,000 shares of Common Stock and no shares of Preferred Stock. As of July 1, 1996, there were seven record holders of Common Stock.

##### COMMON STOCK

Holder of Common Stock are entitled to one vote per share for the election of directors and all other matters submitted for stockholder vote, except matters submitted to the vote of another class or series of shares. Holders of Common Stock are not entitled to cumulative voting rights. Therefore, the holders of a majority of the shares voting for the election of directors can elect all of the directors if they choose to do so. The holders of Common Stock are entitled to dividends in such amounts and at such times, if any, as may be declared by the Board of Directors out of funds legally available therefor. The Company has not paid any dividends, other than dividends paid in connection with the Company's S-corporation status (see "S Corporation Dividend"), on its Common Stock and does not anticipate paying any cash dividends on such stock in the foreseeable future. See "Dividend Policy." Upon liquidation, dissolution or winding up of the Company, the holders of Common Stock are entitled to share ratably in all net assets available for distribution to stockholders after payments to creditors. The Common Stock is not redeemable and has no preemptive or conversion rights.

The rights of the holders of Common Stock are subject to the rights of the holders of any Preferred Stock which may, in the future, be issued. All outstanding shares of Common Stock are, and the shares of Common Stock to be sold by the Company in this offering when issued will be, duly authorized, validly issued, fully paid and nonassessable.

##### PREFERRED STOCK

The Board of Directors has the authority to issue the Preferred Stock in one or more series and to fix the price, rights, preferences, privileges and restrictions thereof, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any series or the designation of such series, without further vote or action by the stockholders. The issuance of Preferred Stock may have the effect of delaying,

deferring or preventing a change in control of the Company without further action by the stockholders and may adversely affect the voting and other rights of the holders of Common Stock. The issuance of Preferred Stock with voting and conversion rights may adversely affect the voting power of the holders of Common Stock, including the loss of voting control to others.

#### ANTITAKEOVER EFFECTS OF PROVISIONS OF THE CERTIFICATE OF INCORPORATION, BY-LAWS AND DELAWARE LAW

Certificate of Incorporation and By-Laws. The Company's Certificate of Incorporation provides that the Board of Directors will be divided into three classes of directors, each class constituting approximately one-third of the total number of directors and with the classes serving staggered three-year terms. The By-Laws provide that the Company's stockholders may call a special meeting of stockholders only upon a request of stockholders owning at least 50% of the Company's capital stock. These provisions of the Certificate of Incorporation and By-Laws could discourage potential acquisition proposals and could delay, defer or prevent a change in control of the Company. These provisions are intended to enhance the likelihood of continuity and stability in the composition of the Board of Directors and in the policies formulated by the Board of Directors and to discourage certain types of transactions that may involve an actual or threatened change of control of the Company. These provisions are designed to reduce the vulnerability of the Company to an unsolicited acquisition proposal. The

34

provisions also are intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for the Company's shares and, as a consequence, they also may inhibit fluctuations in the market price of the Company's shares that could result from actual or rumored takeover attempts. Such provisions also may have the effect of preventing changes in the management of the Company. See "Risk Factors--Certain Anti-Takeover Effects."

Delaware Takeover Statute. The Company is subject to Section 203 of the Delaware General Corporation Law ("Section 203"), which, subject to certain exceptions, prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years following the date that such stockholder became an interested stockholder, unless: (i) prior to such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder; (ii) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned (a) by persons who are directors and also officers and (b) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to such plans will be tendered in a tender or exchange offer; or (iii) on or subsequent to such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

Section 203 defines business combination to include: (i) any merger or consolidation involving the corporation and the interested stockholder; (ii) any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder; (iii) subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder; (iv) any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or (v) the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation. In

general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by such entity or person.

#### LIMITATION OF LIABILITY AND INDEMNIFICATION

Limitation of Liability. As permitted by the Delaware General Corporation Law, the Company's Certificate of Incorporation provides that directors of the Company shall not be personally liable for monetary damages to the Company for certain breaches of their fiduciary duty as directors, unless they violated their duty of loyalty to the Company or its stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions, or derived an improper personal benefit from their action as directors. This provision would have no effect on the availability of equitable remedies or nonmonetary relief, such as an injunction or rescission for breach of the duty of care. In addition, the provision applies only to claims against a director arising out of his or her role as a director and not in any other capacity (such as an officer or employee of the Company). Further, liability of a director for violations of the federal securities laws will not be limited by this provision. Directors will, however, no longer be liable for monetary damages arising from decisions involving violations of the duty of care which could be deemed grossly negligent.

Indemnification. The Certificate of Incorporation provides that directors and officers of the Company shall be indemnified by the Company to the fullest extent authorized by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with service for or on behalf of the Company. The Certificate of Incorporation also authorizes the Company to enter into one or more agreements with any person that provide for indemnification greater or different from that provided in the Certificate of Incorporation. The Company has entered into indemnification agreements with all current members

35

of the Board of Directors and executive officers. The Company believes that these provisions and agreements are desirable to attract and retain qualified directors and officers. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

#### TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Common Stock is Harris Trust and Savings Bank.

#### SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, the Company will have 10,000,000 shares of Common Stock outstanding. Of these shares, the 3,200,000 shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except that any shares purchased by "affiliates" of the Company, as that term is defined under the Securities Act ("Affiliates"), may generally only be sold in compliance with the limitations of Rule 144 described below.

The remaining 6,800,000 shares of Common Stock are deemed "Restricted Shares" under Rule 144. The number of shares of Common Stock available for sale in the public market is limited by restrictions under the Securities Act and lock-up agreements under which the holders of such shares have agreed not to sell or otherwise dispose of any of their shares for a period of 180 days after the effective date of this offering (the "Lock-Up Period") without the prior written consent of the Representative. Because of these restrictions, on

the date of this Prospectus, no shares other than the 3,200,000 shares offered hereby will be eligible for sale. Until October 1997, no Restricted Shares may become available for sale in the public market subject to Rule 144 and Rule 701 of the Securities Act.

In general, under Rule 144 of the Securities Act as currently in effect, beginning 90 days after this offering, a person (or persons whose shares are aggregated) who has beneficially owned "restricted" shares for at least two years, including a person who may be deemed an Affiliate of the Company, is entitled to sell within any three-month period a number of shares of Common Stock that does not exceed the greater of 1% of the then-outstanding shares of Common Stock of the Company (100,000 shares after giving effect to this offering) or the average weekly trading volume of the Common Stock as reported through the Nasdaq National Market during the four calendar weeks preceding such sale. Sales under Rule 144 of the Securities Act are subject to certain restrictions relating to manner of sale, notice and the availability of current public information about the Company. In addition, under Rule 144(k) of the Securities Act, a person who is not an Affiliate of the Company at any time 90 days preceding a sale, and who has beneficially owned shares for at least three years, would be entitled to sell such shares immediately following this offering without regard to the volume limitations, manner of sale provisions or notice or other requirements of Rule 144 of the Securities Act.

Rule 701 under the Securities Act provides that shares of Common Stock acquired on the exercise of outstanding options may be resold by persons other than Affiliates, beginning 90 days after the date of this Prospectus, subject only to the manner of sale provisions of Rule 144, and by Affiliates, beginning 90 days after the date of this Prospectus, subject to all provisions of Rule 144 except its two-year minimum holding period. The Company intends to register on a registration statement on Form S-8, shortly after the date of this Prospectus, a total of 1,300,000 shares of Common Stock reserved for issuance under the Company's Long-Term Incentive Plan.

UNDERWRITING

Subject to certain terms and conditions of the Underwriting Agreement, the underwriters named below (the "Underwriters"), for whom Donaldson, Lufkin & Jenrette Securities Corporation is acting as Representative, have severally agreed to purchase from the Company and the Selling Stockholders, and the Company and the Selling Stockholders have agreed severally to sell to each of the Underwriters, the number of shares of Common Stock (the "Shares") set forth opposite their respective names at the initial public offering price per share less the underwriting discounts and commissions set forth on the cover of this Prospectus.

UNDERWRITERS	NUMBER OF SHARES
Donaldson, Lufkin & Jenrette Securities Corporation.....	-----
Total.....	3,200,000 =====

The Underwriting Agreement provides that the obligations of the several Underwriters to purchase the Shares offered hereby are subject to approval of certain legal matters by their counsel and to certain other conditions. If any of the Shares are purchased by the Underwriters pursuant to the Underwriting Agreement, the Underwriters are obligated to purchase all Shares (other than those covered by the over-allotment option described below).

The Company and the Selling Stockholders have been advised by the

Underwriters that they propose to offer the Shares to the public initially at the price to the public set forth on the cover page of this Prospectus and to certain dealers at such price, less a concession not in excess of \$        per Share. The Underwriters may allow, and such dealers may re-allow, a concession not in excess of \$        per Share to certain other dealers. After this offering, the offering price and other selling terms may be changed by the Underwriters.

Pursuant to the Underwriting Agreement, the Company and certain Selling Stockholders have granted to the Underwriters an option, exercisable not later than 30 calendar days from the date of the Underwriting Agreement, to purchase up to an aggregate of 480,000 additional Shares at the initial offering price set forth on the cover page of this Prospectus, less the underwriting discounts and commissions, solely to cover over-allotments. Up to 240,000 of the Shares covered by such option will be made available by the Company, and up to an additional 240,000 Shares in the aggregate will be made available equally by Messrs. Maher, Lanz, Ruprecht, Blomberg, Donovan and Goldfield.

To the extent that the Underwriters exercise such option, each of the Underwriters will have a firm commitment to purchase approximately the same percentage of the option shares as the number of Shares to be purchased by it shown in the above table bears to the total number of Shares shown in the above table, and the Selling Stockholders will be obligated, pursuant to the option, to sell such Shares to the Underwriters. The Underwriters may exercise such option only to cover over-allotments made in connection with the sale of the Shares offered hereby. If purchased, the Underwriters will sell such additional 480,000 Shares on the same terms as those on which the Shares are being offered.

The Underwriting Agreement contains covenants of indemnity among the Underwriters, the Company and the Selling Stockholders against certain civil liabilities, including liabilities under the Securities Act.

37

The Company, the Selling Stockholders and the executive officers and directors of the Company have each agreed that during the 180-day period after the date of this Prospectus they will not, without the prior written consent of Donaldson, Lufkin & Jenrette Securities Corporation, sell, offer to sell, contract to sell, grant any option to purchase or otherwise dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, other than the Shares, except that the Company may issue shares upon the exercise of stock options granted prior to the execution of the Underwriting Agreement, and may grant additional options under its Long-Term Incentive Plan, provided that, without the prior written consent of Donaldson, Lufkin & Jenrette Securities Corporation, such options shall not be exercisable during such period.

The Representative has informed the Company and the Selling Stockholders that the Underwriters do not intend to confirm sales to any discretionary accounts without prior specific written approval of the customer.

Prior to this offering, there has been no public market for the shares of Common Stock. The initial public offering price will be negotiated among the Company, the Selling Stockholders and the Representative. Among the factors to be considered in determining the initial public offering price of the Common Stock, in addition to prevailing market conditions, will be the Company's historical performance, estimates of the business potential and earnings prospects of the Company, an assessment of the Company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

#### LEGAL MATTERS

The validity of the shares of Common Stock offered hereby will be passed upon for the Company by Sachnoff & Weaver, Ltd., Chicago, Illinois. Certain legal matters in connection with the offering will be passed upon for the

Underwriters by Winston & Strawn, Chicago, Illinois.

EXPERTS

The Financial Statements of the Company as of December 31, 1994 and 1995, and for each of the years in the three-year period ended December 31, 1995, have been included herein in reliance upon the report of KPMG Peat Marwick LLP, independent certified public accountants, appearing elsewhere herein, and upon the authority of such firm as experts in accounting and auditing.

ADDITIONAL INFORMATION

The Company has filed with the Commission, Washington, D.C. 20549, a Registration Statement, of which this Prospectus constitutes a part, on Form S-1 under the Securities Act with respect to the Common Stock offered hereby. This Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules to the Registration Statement. For further information with respect to the Company and the Common Stock offered hereby, reference is made to the Registration Statement and the exhibits and schedules filed as a part of the Registration Statement. Statements contained in this Prospectus concerning the contents of any contract or any other document referred to are not necessarily complete; reference is made in each instance to the copy of such contract or document filed as an exhibit to the Registration Statement. Each such statement is qualified in all respects by such reference to such exhibit. The Registration Statement, including exhibits and schedules thereto, may be inspected without charge at the Commission's principal office in Washington, D.C., and copies of all or any part thereof may be obtained from such office after payment of fees prescribed by the Commission. The Registration Statement, including the exhibits and schedules thereto, is also available at the Commission's site on the World Wide Web at <http://www.sec.gov>. Copies of reports, proxy and information statements and other information regarding the Company are also available at the Commission's Web site.

38

THE METZLER GROUP, INC.

INDEX TO FINANCIAL STATEMENTS

	PAGE
Independent Auditors' Report.....	F-2
Balance Sheets as of December 31, 1994 and 1995 and June 30, 1996 (unaudited) and Pro Forma as of June 30, 1996 (unaudited).....	F-3
Statements of Operations for the years ended December 31, 1993, 1994 and 1995 and for the six months ended June 30, 1995 and 1996 (unaudited)....	F-4
Statements of Stockholders' Equity for the years ended December 31, 1993, 1994 and 1995 and for the six months ended June 30, 1996 (unaudited)....	F-5
Statements of Cash Flows for the years ended December 31, 1993, 1994 and 1995 and for the six months ended June 30, 1995 and 1996 (unaudited)....	F-6
Notes to Financial Statements.....	F-7

F-1

INDEPENDENT AUDITORS' REPORT

WHEN THE TRANSACTION REFERRED TO IN PARAGRAPH 1 OF NOTE 11 OF THE NOTES TO FINANCIAL STATEMENTS HAS BEEN CONSUMMATED, WE WILL BE IN A POSITION TO RENDER THE FOLLOWING REPORT.

The Stockholders and Board of Directors  
The Metzler Group, Inc.:

We have audited the accompanying balance sheets of The Metzler Group, Inc. as of December 31, 1994 and 1995, and the related statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Metzler Group, Inc. as of December 31, 1994 and 1995, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 1995 in conformity with generally accepted accounting principles.

Chicago, Illinois  
July 23, 1996

except for paragraph 1 of Note 11,  
which is as of , 1996

F-2

THE METZLER GROUP, INC.

BALANCE SHEETS

ASSETS

	DECEMBER 31,		JUNE 30, 1996	PRO FORMA JUNE 30, 1996
	----- 1994	----- 1995	(UNAUDITED)	(NOTE 2) (UNAUDITED)
Current assets:				
Cash.....	\$ 63,631	\$ 223,235	\$ 226,200	\$ 226,200
Trade accounts receivable.....	2,004,241	2,288,878	4,315,355	4,315,355
Current portion of note receivable from officer.	--	--	241,667	241,667
Prepaid expenses and other.....	10,616	7,939	144,431	144,431
	-----	-----	-----	-----
Total current assets...	2,078,488	2,520,052	4,927,653	4,927,653
	-----	-----	-----	-----
Property and equipment, at cost:				
Office furniture and equipment.....	889,791	599,466	623,953	623,953
Computer software.....	107,044	55,109	58,729	58,729
Automobiles.....	53,846	64,471	64,471	64,471

	-----	-----	-----	-----
	1,050,681	719,046	747,153	747,153
Less accumulated depreciation and amortization.....	(611,380)	(459,520)	(505,505)	(505,505)
Net property and equipment.	439,301	259,526	241,648	241,648
Note receivable from officer, less current portion.....	--	--	483,333	483,333
Total assets.....	\$2,517,789	\$2,779,578	\$5,652,634	\$5,652,634
	=====	=====	=====	=====

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:

Note payable.....	\$ 355,740	\$ 405,740	\$ --	\$ --
Notes payable to				
officers.....	--	--	1,000,000	1,000,000
Current portion of obligations under capital lease.....	14,168	15,443	16,123	16,123
Accounts payable.....	44,205	177,576	140,560	140,560
Accrued compensation and related costs.....	879,889	1,659,290	1,327,528	1,327,528
Income taxes payable.....	--	14,859	27,000	27,000
Deferred income taxes....	404,000	160,000	25,000	77,900
Distribution payable.....	--	--	--	2,540,069
Other current liabilities.....	70,154	37,786	130,915	130,915
Total current liabilities.....	1,768,156	2,470,694	2,667,126	5,260,095
Obligations under capital lease, less current maturities.....	45,887	30,443	22,208	22,208
Deferred revenue.....	--	15,348	25,138	25,138
Deferred income taxes.....	49,000	20,000	155,000	202,100
Total liabilities.....	1,863,043	2,536,485	2,869,472	5,509,541
	-----	-----	-----	-----

Stockholders' equity:

Preferred stock, \$.001 par value; 3,000,000 shares authorized; no shares issued or outstanding.....	--	--	--	--
Common stock, \$.001 par value, 15,000,000 shares authorized; 9,519,999, 9,714,285, and 9,714,285 shares issued and outstanding in 1994, 1995, and June 30, 1996; respectively.....	9,520	9,714	9,714	9,714
Additional paid-in capital.....	46,297	107,682	107,682	107,682
Retained earnings.....	598,929	125,697	2,665,766	25,697
Total stockholders' equity.....	654,746	243,093	2,783,162	143,093
Total liabilities and stockholders' equity..	\$2,517,789	\$2,779,578	\$5,652,634	\$5,652,634
	=====	=====	=====	=====

See accompanying Notes to Financial Statements.

F-3

THE METZLER GROUP, INC.

STATEMENTS OF OPERATIONS

	YEARS ENDED DECEMBER 31,			SIX MONTHS ENDED JUNE 30,	
	1993	1994	1995	1995 (UNAUDITED)	1996 (UNAUDITED)
Revenues.....	\$10,379,915	\$10,419,878	\$13,459,725	\$ 5,625,590	\$ 10,856,647
Cost of services.....	5,797,297	5,262,922	6,421,560	2,840,445	5,214,810
Gross profit.....	4,582,618	5,156,956	7,038,165	2,785,145	5,641,837
Selling, general and administrative expenses.....	4,266,140	5,326,668	7,650,047	4,023,325	1,403,341
Operating income (loss).	316,478	(169,712)	(611,882)	(1,238,180)	4,238,496
Other expense (income):					
Interest expense.....	33,140	51,111	50,893	26,769	20,394
Interest income.....	(11,990)	(5,097)	(17,469)	(2,187)	(11,075)
Other, net.....	(5,870)	26,048	93,926	73,061	3,108
Total other expense (income).....	15,280	72,062	127,350	97,643	12,427
Income (loss) before income tax expense (benefit).....	301,198	(241,774)	(739,232)	(1,335,823)	4,226,069
Income tax expense (benefit).....	147,000	(58,000)	(266,000)	(478,000)	86,000
Net income (loss).....	\$ 154,198	\$ (183,774)	\$ (473,232)	\$ (857,823)	\$ 4,140,069
Pro forma income data (unaudited) (note 2):					
Net income (loss) as reported.....			\$ (473,232)		\$ 4,140,069
Pro forma adjustments.			1,665,176		(2,216,104)
Pro forma net income.....			1,191,944		1,923,965
Pro forma net income per share.....			\$ 0.12		\$ 0.20

See accompanying Notes to Financial Statements.

F-4

THE METZLER GROUP, INC.

STATEMENTS OF STOCKHOLDERS' EQUITY

FOR THE YEARS ENDED DECEMBER 31, 1993, 1994, 1995  
AND THE SIX MONTHS ENDED JUNE 30, 1996 (UNAUDITED)

PREFERRED STOCK      COMMON STOCK      ADDITIONAL      TOTAL

	SHARES	AMOUNT	SHARES	AMOUNT	PAID-IN CAPITAL	RETAINED EARNINGS	STOCKHOLDERS' EQUITY
Balance at December 31, 1992.....	--	\$ --	1,010	\$1,010	\$122,162	\$ 628,505	\$ 751,677
Retroactive restatement for a 9,714.285 for 1 stock split in the form of a common stock dividend effective September , 1996.....	--	--	9,810,418	9,810	(9,810)	--	--
As restated.....	--	--	9,811,428	9,811	113,361	628,505	751,677
Net income.....	--	--	--	--	--	154,198	154,198
Purchase of common stock.....	--	--	(194,286)	(194)	(45,988)	--	(46,182)
Balance at December 31, 1993.....	--	--	9,617,142	9,617	67,373	782,703	859,693
Net loss.....	--	--	--	--	--	(183,774)	(183,774)
Purchase of common stock.....	--	--	(485,714)	(486)	(140,662)	--	(141,148)
Issuance of common stock.....	--	--	388,571	389	119,586	--	119,975
Balance at December 31, 1994.....	--	--	9,519,999	9,520	46,297	598,929	654,746
Net loss.....	--	--	--	--	--	(473,232)	(473,232)
Issuance of common stock.....	--	--	194,286	194	61,385	--	61,579
Balance at December 31, 1995.....	--	--	9,714,285	9,714	107,682	125,697	243,093
Net income (unaudited).. S-Corporation distributions (unaudited).....	--	--	--	--	--	4,140,069	4,140,069
Balance at June 30, 1996 (unaudited).....	--	\$ --	9,714,285	\$9,714	\$107,682	\$2,665,766	\$2,783,162

See accompanying Notes to Financial Statements.

F-5

THE METZLER GROUP, INC.

STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31,			SIX MONTHS ENDED JUNE 30,	
	1993	1994	1995	1995 (UNAUDITED)	1996
Cash flows from operating activities:					
Net income (loss).....	\$154,198	\$ (183,774)	\$ (473,232)	\$ (857,823)	\$ 4,140,069
Adjustments to reconcile net income (loss) to net cash provided by operating expenses:					
Depreciation and amortization.....	195,678	186,297	136,024	47,775	49,571
Loss on sale of property and equipment.....	--	25,246	93,622	73,411	665
Deferred income taxes.....	118,000	(80,000)	(273,000)	(573,000)	--
Changes in assets and liabilities:					
Receivables.....	(719,972)	695,518	(284,637)	(802,623)	(2,026,477)
Prepaid expenses...	856	(10,616)	2,677	(215,969)	(136,492)
Salary advances to					

officer.....	(47,502)	57,502	--	--	--
Advances to affiliate.....	(72,842)	72,842	--	--	--
Accounts payable...	26,898	(19,726)	133,371	68,923	(37,016)
Accrued compensation and related costs.....	459,558	(474,210)	779,401	2,195,865	(331,762)
Other accrued liabilities.....	12,569	(15,330)	(17,509)	120,435	105,270
Deferred revenues..	(9,299)	--	15,348	1,550	9,790
	-----	-----	-----	-----	-----
Net cash provided by operating activities...	118,142	253,749	112,065	232,544	1,773,618
	-----	-----	-----	-----	-----
Cash flows from investing activities:					
Purchase of property and equipment.....	(58,101)	(45,081)	(51,329)	(27,565)	(32,358)
Proceeds from sale of property and equipment.....	--	20,500	1,458	1,458	--
	-----	-----	-----	-----	-----
Net cash used in investing activities...	(58,101)	(24,581)	(49,871)	(26,107)	(32,358)
	-----	-----	-----	-----	-----
Cash flows from financing activities:					
Purchase of common stock.....	(46,182)	(141,148)	--	--	--
Sale of common stock..	--	119,975	61,579	61,579	--
Repayment of note payable.....	(225,000)	(506,260)	(200,000)	--	(405,740)
Issuance of note payable.....	215,000	372,000	250,000	248,272	--
Issuance of notes payable to officers..	--	--	--	--	1,000,000
Note receivable from officer.....	--	--	--	--	(725,000)
Distributions to stockholders.....	--	--	--	--	(1,600,000)
Payments for obligation under capital lease.....	(2,809)	(12,999)	(14,169)	(6,932)	(7,555)
	-----	-----	-----	-----	-----
Net cash provided by (used in) financing activities.....	(58,991)	(168,432)	97,410	302,919	(1,738,295)
	-----	-----	-----	-----	-----
Net increase in cash....	1,050	60,736	159,604	509,356	2,965
Cash at beginning of year.....	1,845	2,895	63,631	63,631	223,235
	-----	-----	-----	-----	-----
Cash at end of year....	\$ 2,895	\$ 63,631	\$ 223,235	\$ 572,987	\$ 226,200
	=====	=====	=====	=====	=====
Noncash investing activities:					
Acquisition of equipment under capital lease.....	\$ 75,863	\$ --	\$ --	\$ --	\$ --
Exchange of like-kind property.....	--	--	28,500	--	--
Noncash financing activity--issuance of long-term debt obligation for repurchase of common stock.....	\$ 46,182	\$ --	\$ --	\$ --	\$ --
	=====	=====	=====	=====	=====
Supplemental information:					
Interest payments....	\$ 33,140	\$ 48,435	\$ 51,119	\$ 28,992	\$ 20,621
Income tax payments...	\$ 11,454	\$ 52,226	\$ 7,830	\$ 10,250	\$ 2,400
	=====	=====	=====	=====	=====

See accompanying Notes to Financial Statements.

THE METZLER GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

(INFORMATION AS OF JUNE 30, 1996 AND FOR THE SIX MONTHS ENDED JUNE 30, 1995 AND 1996 IS UNAUDITED.)

1. DESCRIPTION OF BUSINESS

The Metzler Group, Inc. (the "Company") is a leading nationwide provider of consulting services to electric utilities and other energy-related businesses.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

The Company recognizes revenues as the related services are performed.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method based on the estimated useful lives, ranging from three to seven years, of the various classes of property and equipment. Depreciation related to capital lease obligations is amortized over the shorter of their useful lives or the term of the related leases by use of the straight-line method.

Income Taxes

Income taxes, including pro forma calculations, are accounted for in accordance with Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" (Statement 109). Under the asset and liability method of Statement 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Prior to January 1, 1996, the Company had operated as a C-corporation. Effective January 1, 1996, the stockholders of the Company elected to be taxed under Subchapter S of the Internal Revenue Code. Federal income taxes are the responsibility of the Company's stockholders as are certain state income taxes. As of the effective date of the election, the Company is responsible for Federal built-in-gain taxes to the extent applicable. Accordingly, the statement of earnings for the six months ended June 30, 1996 provides for such taxes. The S-corporation election will terminate in connection with the consummation of the proposed initial public offering of the Company's common stock.

Prior to the consummation of its proposed initial public offering, the Company will declare a S-corporation dividend to its existing stockholders in an amount representing all undistributed earnings of the Company from January 1, 1996 through the termination of the Company's S-corporation status resulting from the initial public offering. The S-corporation dividend is estimated to be approximately \$2,540,000 as of June 30, 1996.

In addition, at the effective date of termination of the S-corporation election, deferred income taxes of approximately \$100,000 (unaudited) will be reinstated as a charge to earnings representing the tax effect of cumulative timing differences, primarily related to accrued compensation and differing depreciation methodologies at that time.

The pro forma balance sheet as of June 30, 1996 reflects the S-corporation dividend and the reinstatement of deferred income taxes as discussed in the

previous two paragraphs.

#### Fair Value of Financial Instruments

The carrying amount of the Company's financial instruments approximates fair value because of the short maturity of those instruments.

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and

F-7

### THE METZLER GROUP. INC.

#### NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Interim Financial Information

The financial statements and related notes thereto as of June 30, 1996 and for the six months ended June 30, 1995 and 1996 are unaudited and have been prepared on the same basis as the audited financial statements included herein. In the opinion of management, such unaudited financial statements include all normal recurring adjustments necessary to present fairly the information set forth herein.

#### Pro Forma Net Income Per Share

Pro forma net income per common and common equivalent share is computed based on the weighted average of 9,763,267 common and common equivalent shares outstanding during the year ended December 31, 1995 and 9,785,418 common and common equivalent shares outstanding during the six month period ended June 30, 1996.

Net income (loss) per share is computed using the weighted average number of shares of common stock and dilutive common equivalent shares resulting from the grant of 355,666 common stock options on June 30, 1996 (using the treasury stock method). Pursuant to Securities and Exchange Commission Staff Accounting Bulletin No. 83, common and common equivalent shares issued by the Company during the twelve-month period prior to the proposed initial public offering have been included in the calculation of common and common equivalent shares using the treasury stock method and the mid-point of the proposed initial public offering price per share as if they were outstanding for all periods presented.

The pro forma adjustments during the year ended December 31, 1995 and the six months ended June 30, 1996 reflect the impact of a compensation plan effective July 1, 1996. The pro forma adjustments for the year ended December 31, 1995 include a decrease to officer compensation expense of \$1,665,176, net of income tax expense of \$1,110,117. The pro forma adjustments for the six months ended June 30, 1996 include an increase to officer compensation expense of \$611,676, net of income tax benefits of \$407,784.

The pro forma adjustments for the six months ended June 30, 1996 include federal and the additional state income tax expense of \$1,196,644 that would have been required had the Company not made the S-corporation election effective January 1, 1996.

#### 3. OTHER EXPENSE (INCOME)

Included in other expense (income) in the accompanying statements of operations are losses on sale of property and equipment of \$25,246 and \$93,622

during the years ended December 31, 1994 and 1995, respectively.

#### 4. NOTE PAYABLE

The Company has a line of credit with a bank which provides for maximum borrowings limited to 65% of eligible accounts receivable. At December 31, 1994 and 1995 the line of credit had maximum borrowing of \$800,000 and bore interest at the bank's prime rate (8.5% at December 31, 1994 and 1995) plus 1%. Outstanding borrowings under the line of credit were \$355,740 and \$405,740 at December 31, 1994 and 1995, respectively.

During 1996, the Company entered into a new line of credit which expires on December 31, 1996 and provides for maximum borrowings of \$1,200,000. Borrowings are limited to 65% of eligible accounts receivable and bear interest at the bank's prime rate (8.25% at June 30, 1996) plus 0.5%.

Under its credit agreement, the Company is required to maintain tangible net worth, debt-to-equity and cash flow ratios. The Company's borrowings are secured by the Company's accounts receivable and equipment.

F-8

### THE METZLER GROUP, INC.

#### NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

#### 5. LEASE COMMITMENTS

The Company leases its office facilities and certain equipment under operating and capital lease arrangements which expire at various dates through January 31, 2002.

##### Operating Leases

The operating lease of the office facilities includes scheduled base rent increases over the term of the lease. The total amount of the base rent payments is being charged to expense on the straight-line method over the term of the lease. The Company has recorded a deferred credit to reflect the excess of rent expense over cash payments since the inception of the lease. The lease provides for monthly payments of real estate taxes, insurance and other operating expenses applicable to the property. In addition, the Company leases equipment under a noncancelable operating lease.

Future minimum annual lease payments, for the years subsequent to 1995 and in the aggregate, are as follows:

YEAR ENDING DECEMBER 31	AMOUNT
1996.....	\$ 188,863
1997.....	194,207
1998.....	199,463
1999.....	205,353
2000.....	208,300
Thereafter.....	232,472
	-----
	\$1,228,658
	=====

Rent expense for operating leases entered into by the Company and charged to operations amounted to the following:

PERIOD ENDED	AMOUNT
December 31, 1993.....	\$ 155,444
December 31, 1994.....	155,542
December 31, 1995.....	155,598
June 30, 1995 (unaudited).....	77,800
June 30, 1996 (unaudited).....	90,431

Capital Lease

The Company leases equipment which is classified within the Company's financial statements as a capital lease. Included in the property, plant and equipment in the accompanying balance sheets is the following asset held under capital lease:

	DECEMBER 31,		JUNE 30,
	-----		-----
	1994	1995	1996
			(UNAUDITED)
Property and equipment.....	\$75,863	\$75,863	\$75,863
Less accumulated amortization.....	22,759	37,932	45,518
	-----	-----	-----
Asset held under capital lease, net.....	\$53,104	\$37,931	\$30,345
	=====	=====	=====

F-9

THE METZLER GROUP, INC.

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

The future minimum annual lease payments under the noncancelable capital lease are as follows:

YEAR ENDING	AMOUNT
DECEMBER 31	
1996.....	\$18,808
1997.....	18,808
1998.....	14,105
	-----
Net minimum rentals.....	51,721
Less interest portion.....	(5,835)
	-----
Present value of net minimum rentals at December 31, 1995.....	\$45,886
	=====

6. INCOME TAX EXPENSE (BENEFIT)

Income tax expense (benefit) consists of the following:

DECEMBER 31,			JUNE 30,	
-----			-----	
1993	1994	1995	1995	1996

(UNAUDITED)

Federal:					
Current.....	\$ 25,000	\$ 9,000	\$ --	\$ --	\$25,000
Deferred.....	94,000	(64,000)	(218,000)	(370,000)	--
	-----	-----	-----	-----	-----
Total.....	119,000	(55,000)	(218,000)	(370,000)	25,000
	-----	-----	-----	-----	-----
State:					
Current.....	4,000	13,000	7,000	7,000	61,000
Deferred.....	24,000	(16,000)	(55,000)	(115,000)	--
	-----	-----	-----	-----	-----
Total.....	28,000	(3,000)	(48,000)	(108,000)	61,000
	-----	-----	-----	-----	-----
Total federal and state income tax expense (benefit).....	\$147,000	\$(58,000)	\$(266,000)	\$(478,000)	\$86,000
	=====	=====	=====	=====	=====

Income tax expense (benefit) differs from the amounts estimated by applying the statutory income tax rates to income (loss) before income tax expense (benefit) as follows:

	DECEMBER 31,			JUNE 30,	
	1993	1994	1995	1995	1996
				(UNAUDITED)	
Federal tax (benefit) at statutory rate.....	\$106,000	\$(85,000)	\$(258,000)	\$(451,000)	\$ --
State tax (benefit) at statutory rate.....	18,000	(2,000)	(35,000)	(75,000)	61,000
Effect of nondeductible expenses.....	14,000	29,000	27,000	15,000	--
Other.....	9,000	--	--	33,000	25,000
	-----	-----	-----	-----	-----
	\$147,000	\$(58,000)	\$(266,000)	\$(478,000)	\$86,000
	=====	=====	=====	=====	=====

F-10

THE METZLER GROUP, INC

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

Deferred income taxes result from temporary differences between years in the recognition of certain expense items for income tax and financial reporting purposes. The source and income tax effect of these differences are as follows:

	DECEMBER 31,	
	1994	1995
	-----	
Deferred tax assets:		
Items presented on an accrual basis for financial purposes reported on a cash basis for income tax purposes:		
Accounts payable.....	\$ 18,000	71,000

Accrued expenses.....	352,000	664,000
Deferred revenues.....	--	6,000
Accrued rents.....	28,000	15,000
	-----	-----
Total gross deferred tax assets.....	398,000	756,000
Less valuation allowance.....	--	--
	-----	-----
Net deferred tax assets.....	398,000	756,000
	-----	-----
Deferred tax liabilities;		
Depreciation--resulting from the difference between using straight-line and accelerated methods.....	49,000	20,000
Items presented on an accrual basis for financial purposes reported on a cash basis for tax purposes:		
Accounts receivable and accrued billings.....	802,000	916,000
	-----	-----
Total gross deferred tax liabilities.....	851,000	936,000
	-----	-----
Net deferred tax liability.....	\$453,000	180,000
	-----	-----

At June 30, 1996, the Company has net deferred tax liabilities of \$180,000 (unaudited) related to built-in-gain taxes of the S-corporation.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Based upon historical results of the Company's operations, management believes it is more likely than not that the Company will realize the benefits of the deductible differences.

F-11

THE METZLER GROUP, INC.

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

7. EMPLOYEE BENEFIT PLANS

The Company has a Profit Sharing and Savings Plan and Trust ("Savings Plan"). The Savings Plan covers employees after the later of the completion of one year of service and reaching 21 years of age. Participants may contribute up to 15% of their eligible compensation. The Company, at its discretion, matches participant contributions as defined within the Savings Plan. In addition, the Company, at its discretion, makes profit sharing contributions. Company contributions to the Savings Plan which were charged to operations were the following:

PERIOD ENDED	TOTAL
December 31, 1993.....	\$230,092
December 31, 1994.....	168,203
December 31, 1995.....	231,477
June 30, 1995 (unaudited).....	72,981
June 30, 1996 (unaudited).....	175,600

8. LONG-TERM INCENTIVE PLAN (UNAUDITED)

On June 30, 1996, the Company adopted a Long-Term Incentive Plan which provides for common stock, common stock-based, and other performance incentives to employees, consultants, directors, advisors, and independent contractors of the Company. The maximum number of shares of common stock which may be issued and sold under the plan is 1,300,000 shares. On June 30, 1996, the Company has granted 355,666 options at an exercise price of \$12 per share

which was equal to the estimated fair market value of common stock at the date of grant. As of June 30, 1996 no options were exercisable.

#### 9. RELATED-PARTY TRANSACTIONS

During 1993 and 1994 the Company paid expenses and collected revenues on behalf of an affiliated company. Amounts paid by the Company, net of amounts collected, were reimbursed by the affiliate. The affiliate's sole shareholder was also a shareholder of the Company.

During January 1996, the Company entered into note payable agreements with two officers. The notes, each with a principal amount of \$500,000, bear interest at a rate of 10% and mature on December 31, 1996.

During May 1996, the Company advanced an officer \$725,000 as part of an employment agreement and entered into a note receivable agreement with the officer. The note receivable bears interest at a rate of 6% and the terms require payment in three equal annual installments beginning December 31, 1996. The note may be repaid in the form of services rendered to the Company by the officer. (See Note 11).

#### 10. REVENUES AND ACCOUNTS RECEIVABLE FROM SIGNIFICANT CUSTOMERS

The Company's customers are located throughout the United States and Canada. In 1993, 1994, and 1995, and for the six months ended June 30, 1995 (unaudited) and June 30, 1996 (unaudited), the Company's five largest clients accounted for approximately, 43%, 58%, 55%, 52% and 61% of the Company's total revenues, respectively. One customer accounted for 26%, 15%, and 29% of the Company's accounts receivable balance at December 31, 1994, 1995, and June 30, 1996 (unaudited), respectively.

F-12

THE METZLER GROUP, INC.

NOTES TO FINANCIAL STATEMENTS--(CONTINUED)

#### 11. SUBSEQUENT EVENTS

##### Board of Director Actions

The Board of Directors approved an effective 9,714,285 for 1 stock split of common stock to be effective not later than the effective date of the offering contemplated hereby, an increase in the number of authorized shares of the Company's common stock to 15,000,000 shares and authorized 3,000,000 shares of preferred stock of the Company. In addition, in conjunction with the initial public offering of the Company's common stock, the Company's Board of Directors approved a resolution to merge Metzler & Associates, Inc. with a newly formed subsidiary of The Metzler Group, Inc. After the effectiveness of the merger, Metzler & Associates, Inc. will be a wholly-owned subsidiary of The Metzler Group, Inc. The accompanying financial statements and notes thereto have been adjusted retroactively to give effect to the aforementioned actions.

##### Stock Redemption Agreement (unaudited)

During July 1996, the Company entered into an agreement with its founding shareholder to redeem 1,714,285 shares of the shareholder's common stock. The agreement is contingent upon the execution of an underwriting agreement in connection with the offering contemplated hereby ("Offering"). The agreement calls for the Company to issue the shareholder a promissory note for \$7,975,000. The promissory note is to be repaid within thirty days after the effective date of the Offering.

##### Amendment to Note Receivable From Officer

In September 1996, the note receivable from an officer described in Note 9 was amended. As amended, the note is due and payable immediately following the closing of the Offering.

F-13

-----  
-----  
NO DEALER, SALESPERSON OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY OF THE UNDERWRITERS. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SHARES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING THE OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANYTIME SUBSEQUENT TO ITS DATE.

-----

TABLE OF CONTENTS

	PAGE
Prospectus Summary.....	3
Risk Factors.....	5
The Company.....	10
Use of Proceeds.....	10
S Corporation Dividend.....	10
Dividend Policy.....	11
Capitalization.....	11
Dilution.....	12
Selected Financial Data.....	13
Management's Discussion and Analysis of Financial Condition and Results of Operations.....	14
Business.....	20
Management.....	28
Certain Transactions.....	31
Principal and Selling Stockholders.....	33
Description of Capital Stock.....	34
Shares Eligible for Future Sale.....	36
Underwriting.....	37
Legal Matters.....	38
Experts.....	38
Additional Information.....	38
Index to Financial Statements.....	F-1

-----

UNTIL , 1996 (25 DAYS AFTER THE COMMENCEMENT OF THIS OFFERING), ALL DEALERS EFFECTING TRANSACTIONS IN THE COMMON STOCK, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

-----  
-----

-----  
-----  
3,200,000 SHARES

LOGO

COMMON STOCK

-----  
PROSPECTUS  
-----

DONALDSON, LUFKIN & JENRETTE  
SECURITIES CORPORATION

, 1996  
-----  
-----

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by the Company in connection with the sale of the Common Stock being registered hereby. All the amounts shown are estimated, except the SEC registration fee, the NASD filing fee and the Nasdaq National Market listing fee.

SEC registration fee.....	\$ 20,303
NASD filing fee.....	6,388
Nasdaq National Market listing fee.....	42,500
Blue Sky filing fees and expenses.....	10,000
Printing expenses.....	120,000
Legal fees and expenses.....	*
Accounting fees and expenses.....	*
Transfer Agent and Registrar fees and expenses.....	*
Officers and directors liability insurance premiums.....	*
Miscellaneous expenses.....	*
	-----
Total.....	\$750,000
	=====

-----  
\* To be supplied by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company is a Delaware corporation, subject to the applicable indemnification provisions of the General Corporation Law of the State of Delaware (the "DGCL"). Section 145 of the DGCL empowers a Delaware corporation to indemnify, subject to the standards therein prescribed, any person in connection with any action, suit or proceeding brought or threatened because such person is or was a director, officer, employee or agent of the corporation or was serving as such with respect to another corporation or other entity at the request of such corporation.

In accordance with Section 102(b)(7) of the DGCL, Article XIII of the

Company's Amended and Restated Certificate of Incorporation provides that no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL, as the same exists or hereafter may be amended; or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize the further elimination or limitation of liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by a amended DGCL. Any repeal or modification of this Article XIII by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

The Company's Certificate of Incorporation contains provisions that require the Company to indemnify its directors and officers to the fullest extent permitted by Delaware law.

The Company has entered into indemnification agreements with each of its executive officers and directors in which the Company agrees to indemnify and hold harmless the officer or director to the fullest extent permitted by applicable law against any and all reasonable attorneys' fees and all other reasonable expense, cost, liability and loss (including a mandatory obligation by the Company to advance reimbursement of legal fees and

#### II-1

expenses) paid or reasonably incurred by such officer or director or on his or her behalf in connection with any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation not initiated by the officer or director that he or she believes in good faith might lead to a proceeding, inquiry or investigation (a "Proceeding"), relating to the fact that the officer or director is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, trustee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, or by reason of any action or inaction by the officer or director in such capacity. However, the Company's obligation to indemnify the officer or director is subject to a determination by: (i) the Company's Board of Directors, by vote of the majority of disinterested directors; (ii) under certain circumstances, independent legal counsel appointed by the Board of Directors in a written opinion; (iii) stockholders of the Company; or (iv) a court of competent jurisdiction in a final, nonappealable adjudication, that the officer or director acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal Proceeding, the officer or director acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, the officer or director had no reasonable cause to believe that his or her conduct was unlawful.

The Underwriting Agreement (Exhibit 1.1 hereto) provides for indemnification by the underwriters of the Company and its directors and executive officers in the offering of the Common Stock registered hereby, and each person, if any, who controls the Company, for certain liabilities, including liabilities arising under the Securities Act.

#### ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

The following information relates to securities of the Company issued or sold since June 30, 1993 which have been adjusted to reflect the Company's approximate 9,714-for-1 stock split effective June 30, 1996.

Since June 30, 1993, the Company has issued the following securities (as adjusted for the 9,714-for-1 stock split) that were not registered under the Securities Act:

On January 1, 1994, James T. Ruprecht purchased 194,280 shares of Common Stock at \$0.28 per share for an aggregate purchase price of \$54,899.

On October 1, 1994, Stephen R. Goldfield purchased 97,140 shares of Common Stock at approximately \$0.33 per share for an aggregate purchase price of \$32,538.

On October 1, 1994, James R. Blomberg purchased 97,140 shares of Common Stock at approximately \$0.33 per share for an aggregate purchase price of \$32,538.

On January 26, 1995, James T. Ruprecht purchased 97,140 shares of Common Stock at approximately \$0.33 per share for an aggregate purchase price of \$31,810.

On January 26, 1995, Gerald R. Lanz 97,140 shares of Common Stock at approximately \$0.31 per share for an aggregate purchase price of \$29,758.

On June 30, 1996, the Company approved the issuance of options to purchase 355,666 shares of Common Stock at an exercise price of \$12.00 per share.

No underwriters were engaged in connection with the foregoing sales of securities. Such sales were made in reliance upon the exemption from registration set forth in Section 4(2) of the Securities Act for transactions not involving a public offering.

II-2

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

EXHIBIT NO.	DESCRIPTION
1.1	Form of Underwriting Agreement**
2.1	Form of Merger Agreement Among The Metzler Group, Inc., Metzler Acquisition, Inc. and Metzler & Associates, Inc.**
2.2	Form of Promissory Note of Metzler-Illinois to Richard J. Metzler in the amount of \$7,975,000**
3.1	Amended and Restated Certificate of Incorporation of the Company
3.2	By-Laws of the Company**
4.1	Specimen Common Stock certificate*
5.1	Opinion of Sachnoff & Weaver, Ltd.*
10.1	Form of Indemnification Agreement between the Company and each of its directors and officers*
10.2	Long-Term Incentive Plan**
10.3	Form of Stock Redemption Agreement among the Company, Richard J. Metzler, Robert P. Maher, David J. Donovan, James T. Ruprecht, James R. Blomberg, Stephen R. Goldfield and Gerald R. Lanz**
10.4	Lease dated October 29, 1991 between Metzler-Illinois and American National Bank and Trust Company of Chicago, as Land Trustee, regarding the space at 520 Lake-Cook Road, Deerfield, Illinois (a/k/a Corporate 500 Centre), and the First Amendment to Lease dated February 28, 1992, and the Second Amendment to Lease dated April 17, 1996, and the Third Amendment to Lease dated May, 1996**
10.5	Promissory Note of Metzler-Illinois to Robert P. Maher in the amount of \$500,000 dated January 19, 1996**
10.6	Promissory Note of Metzler-Illinois to Richard J. Metzler in the

- amount of \$500,000 dated January 19, 1996\*\*
- 10.7 Promissory Note of Richard J. Metzler to the Company in the amount of \$725,000 dated May 1, 1996\*\*
  - 10.8 Line of Credit Agreement between NBD Bank and Metzler & Associates, Inc. dated May 31, 1996 for \$1,200,000\*\*
  - 10.9 Stock Purchase Agreement among Richard J. Metzler, David J. Donovan, Robert P. Maher, James T. Ruprecht, James R. Blomberg, Stephen R. Goldfield and Gerald R. Lanz dated as of December 15, 1995
  - 10.10 Shareholders' Agreement of Metzler & Associates, Inc. among Richard J. Metzler, David J. Donovan, Robert P. Maher, James T. Ruprecht, James R. Blomberg, Stephen R. Goldfield, Gerald R. Lanz and Metzler & Associates, Inc. dated as of January 1, 1996
  - 10.11 Amendment to Promissory Note of Richard J. Metzler in the amount of \$725,000 dated September 3, 1996
  - 21.1 Subsidiaries of The Metzler Group, Inc.
  - 23.1 Consent of KPMG Peat Marwick LLP
  - 23.2 Consent of Sachnoff & Weaver, Ltd. (to be included in Exhibit 5.1)
  - 24.1 Power of Attorney\*\*
  - 27.1 Financial Data Schedule

- - - - -

\* To be supplied by amendment.

\*\*Previously filed.

(b) Financial Statement Schedule(s).

None

II-3

#### ITEM 17. UNDERTAKINGS

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

The Company hereby undertakes that:

(1) The undersigned will provide the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(2) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Company pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it is declared effective.

(3) For the purpose of determining any liability under the Securities Act,

each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

II-4

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, State of Illinois, on September 4, 1996.

THE METZLER GROUP, INC.

/s/ James F. Hillman

By \_\_\_\_\_

James F. Hillman,

Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities on the 4th day of September 1996.

SIGNATURE

TITLE

\*

-----

Robert P. Maher

Director, Chairman of the  
Board, President and Chief  
Executive Officer

(Principal Executive Officer)

/s/ James F. Hillman

-----

James F. Hillman

Chief Financial Officer  
(Principal Financial and  
Accounting  
Officer)

Director

\*

-----

Gerald R. Lanz

Director

\*

-----

James T. Ruprecht

/s/ James F. Hillman

\*By: \_\_\_\_\_

James F. Hillman

Attorney-in Fact

II-5

EXHIBIT INDEX

## EXHIBIT

NO.	DESCRIPTION
10.9	Stock Purchase Agreement among Richard J. Metzler, David J. Donovan, Robert P. Maher, James T. Ruprecht, James R. Blomberg, Stephen R. Goldfield and Gerald R. Lanz dated as of December 15, 1995
10.10	Shareholders' Agreement of Metzler & Associates, Inc. among Richard J. Metzler, David J. Donovan, Robert P. Maher, James T. Ruprecht, James R. Blomberg, Stephen R. Goldfield, Gerald R. Lanz and Metzler & Associates, Inc. dated as of January 1, 1996.
10.11	Amendment to Promissory Note of Richard J. Metzler in the amount of \$725,000 dated September 3, 1996
21.1	Subsidiaries of The Metzler Group, Inc.
23.1	Consent of KPMG Peat Marwick LLP
27.1	Financial Data Schedule

STOCK PURCHASE AGREEMENT  
-----

THIS STOCK PURCHASE AGREEMENT (this "AGREEMENT") dated as of December 15, 1995 among Richard J. Metzler ("SELLER") and each person whose name appears on the signature page hereto (each, a "PURCHASER" and collectively, "PURCHASERS").

WHEREAS, Seller owns 850 shares of common stock, no par value per share ("COMMON STOCK"), of Metzler & Associates, Inc., an Illinois corporation (the "COMPANY"), constituting 85% of the issued and outstanding shares of Common Stock;

WHEREAS, Purchasers are shareholders and key executives of the Company; and

WHEREAS, Seller desires to sell to each Purchaser, and each Purchaser desires to buy from Seller, the number of shares of Common Stock set forth opposite such Purchaser's name on Schedule I hereto upon the terms and conditions hereinafter set forth.

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

1. Agreement to Purchase and Sell Shares. On and subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to each Purchaser, and each Purchaser agrees to purchase, the number of shares of Common Stock set forth opposite such Purchaser's name on Schedule I hereto.

2. Purchase Price; Payment. The purchase price for the shares (the "PURCHASE PRICE") shall be \$4,617 per share, payable in the manner set forth on Schedule I opposite such Purchaser's name.

3. The Closing; Deliveries.

(a) The closing of the transactions contemplated by this Agreement (the "CLOSING") shall take place at the offices of the Company at 520 Lake Cook Road, Deerfield, Illinois 60015 on January 1, 1996 or on such other date as the parties may mutually agree; provided, however, that each Purchaser may defer payment of the cash portion of the Purchase Price until not later than January 20, 1996 so long as such Purchaser has executed and delivered all other instruments and documents and complied with all other conditions and covenants hereunder on or before the date of the Closing (the "CLOSING DATE"). If a Purchaser elects to defer payment of the cash portion of the Purchase Price in accordance with the foregoing, Seller shall have the right to hold such Purchaser's Shares in escrow until such payment is made, and such Shares will be deemed to have been transferred as of the Closing Date if payment is made on or before January 20, 1996.

(b) At the Closing, each party and the Company shall execute and deliver to the indicated persons the documents set forth opposite their names on Schedule II hereto and such other documents or instruments as any other party or the Company may reasonably request.

4. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to each Purchaser as of the date hereof and as of the Closing Date:

(a) Seller is the record and beneficial owner of the shares of Common Stock being transferred to Purchasers (collectively, the "SHARES");

(b) Seller has good and marketable title to the Shares, free and clear

of any and all liens, claims, options, security interests and encumbrances of any kind or nature whatsoever;

(c) Seller has full legal right and power to transfer and deliver the Shares to Purchasers in the manner provided in this Agreement, and, upon delivery of such Shares pursuant to the terms of this Agreement, Purchasers will receive good and marketable title thereto, free and clear of any and all liens, claims, options, security interests and encumbrances of any kind or nature whatsoever;

(d) This Agreement constitutes, and all other agreements and documents required to be executed and delivered by Seller hereunder will, when executed and delivered, constitute, the duly authorized, validly and legally binding obligations of Seller, enforceable against Seller in accordance with their terms;

(e) The execution and delivery of this Agreement and all other agreements and documents required to be executed and delivered hereunder by Seller, and the consummation of the transactions contemplated hereby and thereby, do not and will not, when executed and delivered or consummated, result in a breach of or constitute a default under any agreement or instrument to which Seller or the Company is a party or by which Seller or the Company may be bound, nor does such action violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority;

(f) The Company has no liabilities in respect of any federal, state, local or other taxes for the year ending December 31, 1994 and years ending prior thereto, and adequate reserves have been made for liabilities accruing in respect of such taxes for the period January 1, 1995 through August 31, 1995 (it being understood that Seller makes no representation or warranty for taxes resulting from the transactions contemplated hereby or from the operations of the business subsequent to August 31, 1995); and

(g) No broker, finder, investment banker or other individual or entity is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Seller or the Company.

-2-

5. Representations and Warranties of Purchaser. Each Purchaser, solely as to himself, hereby makes the following representations and warranties to Seller as of the date hereof and as of the Closing Date:

(a) Purchaser has all requisite power and authority to execute, deliver and perform this Agreement and all other agreements requiring his execution and delivery hereunder;

(b) This Agreement constitutes, and all other agreements and documents required to be executed and delivered by Purchaser hereunder will, when executed and delivered, constitute, the duly authorized, valid and legally binding obligations of Purchaser and will be enforceable against Purchaser in accordance with their terms;

(c) The execution and delivery of this Agreement and all other agreements and documents required to be executed and delivered hereunder by Purchaser, and the consummation of the transactions contemplated hereby and thereby, do not and will not, when executed and delivered or consummated, conflict with, result in a breach of or constitute a default under any agreement or instrument to which Purchaser is a party or by which Purchaser may be bound, nor does such action violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority;

(d) Purchaser is and has been a shareholder and an employee active in the business of the Company and in the negotiation of this Agreement and the other agreements referred to herein. Purchaser is a sophisticated investor knowledgeable of all the risks attendant to an investment in the Company and the

operation of its business.

(e) Purchaser and his representatives have received all information that they have deemed material to make an informed decision with respect to the execution of this Agreement, have been given access to all information with respect to the Company which they have sought and have had all questions fully answered which they have deemed material to enter into this Agreement;

(f) Purchaser is acquiring his portion of the Shares for investment solely for Purchaser's own account and not with a view to, or for resale in connection with, the distribution or other disposition thereof. Purchaser agrees and acknowledges that all dispositions of shares of Common Stock now or hereafter owned by Seller will comply with the provisions of this Agreement, the provisions of that certain Shareholders' Agreement substantially in the form of Exhibit A hereto (the "SHAREHOLDERS' AGREEMENT") and applicable provisions of federal and applicable state securities laws.

(g) Purchaser acknowledges that each certificate representing the Shares shall bear a legend substantially to the following effect:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. IN ADDITION, THE SALE, TRANSFER, PLEDGE

-3-

OR OTHER DISPOSITION OF THE SHARES EVIDENCED BY THIS CERTIFICATE IS RESTRICTED BY THE TERMS OF THAT CERTAIN SHAREHOLDERS' AGREEMENT DATED AS OF JANUARY 1, 1996 AMONG THE COMPANY AND EACH OF THE SHAREHOLDERS SPECIFIED THEREIN, WHICH SHAREHOLDERS' AGREEMENT MAY BE EXAMINED AT THE PRINCIPAL OFFICES OF THE COMPANY. THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE WITH (I) SAID SECURITIES LAWS OR AN APPLICABLE EXEMPTION THEREFROM AND (II) WITH SAID SHAREHOLDERS' AGREEMENT.

(h) Purchaser acknowledges that:

(i) neither the offer nor sale of the Shares has been registered under the Securities Act of 1933, as amended (the "SECURITIES ACT"), or any state securities laws, and Purchaser must continue to bear the economic risk of the investment in such Common Stock unless the offer and sale of such Common Stock is subsequently registered under the Securities Act and all applicable state securities laws or an exemption from such registration is available;

(ii) Purchaser has no present intent to sell, distribute or otherwise transfer the Common Stock being acquired by him;

(iii) there is no established market for the Common Stock and it is not anticipated that there will be any public market for the Common Stock in the foreseeable future;

(iv) a notation shall be made in the stock transfer records of the Company indicating that the Common Stock held by Purchaser is subject to restrictions on transfer and appropriate stop-transfer instructions will be issued with respect to the Common Stock;

(v) Purchaser has carefully reviewed, is familiar with and understands the terms and provisions of the Shareholders' Agreement;

(vi) Purchaser (A) has adequate means of providing for his current financial needs and possible personal contingencies and has no need for liquidity in Purchaser's investment in the Common Stock, (B) can bear the economic risk of losing his entire investment in the Common Stock, (C) has such knowledge and experience in financial matters that Purchaser is capable of evaluating the relative risks and merits of an investment in the

Common Stock and (D) has determined that the purchase of the Common Stock is consistent with Purchaser's financial objectives;

(vii) Purchaser is, or will become upon consummation of the transactions contemplated hereby, an officer, director or key employee of the Company.

-4-

(i) No broker, finder, investment banker or other individual or entity, is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Purchaser.

#### 6. Conditions.

(a) The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(i) each Purchaser shall have performed and complied in all material respects with the obligations and agreements required to be performed and complied with by them hereunder on or prior to the Closing Date;

(ii) the representations and warranties of each Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date as if made as of such date;

(iii) no action, suit, claim or proceeding before any court, governmental agency, commission, or administrative or regulatory authority shall have been commenced and be pending which seeks to restrain, prevent, or materially restructure the transactions contemplated hereby or which otherwise questions the validity or legality of any such transactions; and

(iv) Robert P. Maher shall have purchased all of the shares of Common Stock owned by J. Russell Hoke II ("HOKE").

(b) The obligation of each Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(i) Seller shall have performed and complied in all material respects with all obligations and agreements required to be performed and complied with by him hereunder on or prior to the Closing Date;

(ii) the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date as if made as of such date;

(iii) no action, suit, claim or proceeding before any court, governmental agency, commission, or administrative or regulatory authority shall have been commenced and be pending which seeks to restrain, prevent, or materially restructure the transactions contemplated hereby or which otherwise questions the validity or legality of any such transactions; and

-5-

(iv) Robert P. Maher shall have purchased all of the shares of Common Stock owned by Hoke.

#### 7. Indemnification.

(a) Seller shall indemnify and hold harmless each Purchaser, at all times after the date hereof, against and in respect of: (i) all damages, deficiencies, claims, losses and expenses resulting from or arising out of any

breach of any of the representations, warranties, covenants and agreements made by Seller in this Agreement or the other agreements and documents referred to herein and (ii) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incident to any of the foregoing.

(b) Each Purchaser shall indemnify and hold harmless Seller, at all times after the date hereof, against and in respect of: (i) all damages, deficiencies, claims, losses and expenses resulting from or arising out of any breach of any of the representations, warranties, covenants and agreements made by such Purchaser in this Agreement or the other agreements and documents referred to herein and (ii) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) incident to any of the foregoing.

(c) Notwithstanding anything herein to the contrary, (i) Seller shall not be required to indemnify Purchasers until the aggregate amount of all claims hereunder for indemnification against Seller exceed \$50,000 (net of amounts owed to Seller by Purchasers) and (ii) no Purchaser shall be required to indemnify Seller until the aggregate amount of all claims for indemnification against such Purchaser exceed \$8,500 (net of amounts owed to such Purchaser by Seller). In addition, notwithstanding anything herein to the contrary, (i) the maximum amount Seller shall be liable for hereunder shall be an amount equal to the Purchase Price for the Shares and (ii) the maximum amount any Purchaser shall be liable for hereunder is an amount equal to the Purchase Price for his portion of the Shares, determined in each case without offsetting amounts owed to the indemnifying party.

(d) (i) If a claim by a third party (including any governmental authority) which is subject to indemnification hereunder is made against a party (the "INDEMNIFIED PARTY"), and the Indemnified Party intends to seek indemnity with respect thereto under this Section, the Indemnified Party shall promptly notify the indemnifying party (the "INDEMNIFYING PARTY") and each other party hereto in writing of such claim, setting forth such claim in reasonable detail; provided, however, that the failure to give such notification shall not relieve the Indemnifying Party from his obligations hereunder except to the extent that he was prejudiced thereby.

(ii) The Indemnifying Party may undertake, conduct and control, through counsel of his own choosing and at his own expense, the settlement or defense thereof, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith; provided, however, that the Indemnified Party may, at his own expense, participate in the settlement or defense of such claim through counsel of his own choosing.

-6-

(iii) If the Indemnifying Party elects not to undertake, conduct or control such proceeding, the Indemnifying Party will advance the Indemnified Party's reasonable attorneys' fees and costs in connection with the Indemnified Party's defense thereof. So long as the Indemnifying Party acknowledges his obligation to indemnify the Indemnified Party with respect to such claim and is reasonably contesting any such claim in good faith, the Indemnified Party shall not pay or settle any such claim. Notwithstanding the foregoing sentence, the Indemnified Party shall have the right to pay or settle any such claim, provided that in such event he shall waive any right to indemnity therefor by the Indemnifying Party.

(iv) In the event it is finally determined that the Indemnified Party is not entitled to indemnification hereunder for his conduct, the Indemnified Party shall promptly reimburse the Indemnifying Party for all costs (including attorneys' fees) incurred or advanced by him in connection with the defense of such claim.

(e) All representations, warranties, agreements and indemnities made by Seller and Purchaser in this Agreement, other than those contained in Sections 4(a) through 4(c) and 4(f), shall survive the consummation of the

transactions contemplated hereby for a period of one year. The representations, warranties, agreements and indemnities made by Seller and Purchaser in Sections 4(a) through 4(c) shall survive the consummation of the transactions contemplated hereby. The representations and warranties contained in Section 4(f) shall survive the consummation of the transactions contemplated hereby for the time period during which a claim can be made. Except as set forth above, Seller shall have no other indemnification obligations resulting from the transactions contemplated hereby.

8. Further Assurances. At any time and from time to time hereafter, each party shall, without further consideration, execute and deliver to the other parties such instruments of transfer and shall take such other action as the other may reasonably request in order to carry out the transfer of the Shares contemplated by, and the other provisions of, this Agreement.

9. Notices. Any and all notices or other communications provided for herein shall be in writing or by phone mail message, return receipt requested, and shall be considered duly given upon the earliest to occur of (i) personal delivery (including delivery by messenger or overnight courier), (ii) three days after being mailed by certified or registered mail, return receipt requested, postage prepaid or (iii) upon delivery by phone mail message, return receipt requested, followed in reasonable due course by a writing by facsimile or other method prescribed herein. All written notices shall be addressed to the parties hereto at their addresses set forth below their respective names on the signature page hereto, or such other address as any party hereto designates by written notice to all other parties.

10. Captions and Headings. The captions and headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

11. Governing Law; Exclusive Jurisdiction. This Agreement shall be construed and enforced in accordance with and interpreted by the internal laws of the State of Illinois. The parties

-7-

hereby consent to service of process and to the exclusive jurisdiction of any appropriate court located in Cook County, Illinois in any action to enforce the provisions of this Agreement.

12. Waiver. No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

13. Severability. It is the intent and desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies as applied in each jurisdiction in which enforcement of the provisions of this Agreement are sought. If any particular provision of by this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be amended, without any action on the part of either party hereto, to delete therefrom the portion so adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable in its entirety, this Agreement shall be amended to delete such provision therefrom and the remainder of this Agreement shall remain in full force and effect.

14. Nonassignability. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns and legal representatives. Except as otherwise expressly provided herein, this Agreement may not be assigned by any party without the written consent all of the other parties.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which shall constitute a single agreement.

16. Entire Agreement; Amendment. This Agreement, the Schedules and Exhibits hereto and the other agreements and documents referred to herein contain the entire agreement between the parties with respect to the transactions contemplated herein and therein, and supersede all prior agreements and understandings between the parties relating to the subject matter hereof and thereof. This Agreement may be altered or amended only by an instrument in writing signed by each of the parties.

-8-

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

SELLER:

-----

-----  
Richard J. Metzler

PURCHASERS:

-----

-----  
David J. Donovan

Address:

-----  
-----  
-----

-----  
Robert P. Maher

Address:

-----  
-----  
-----

-----  
James T. Ruprecht

Address:

-----  
-----  
-----

-9-

-----  
James R. Blomberg

Address:

-----  
-----

-----  
-----  
Stephen R. Goldfield

Address:  
-----  
-----  
-----

-----  
-----  
Gerald R. Lanz

Address:  
-----  
-----  
-----

Schedules and Exhibits  
-----

- Schedule I -- Shares Purchased; Form of Consideration
- Schedule II -- Closing Deliveries
- Exhibit A -- Form of Shareholders' Agreement
- Exhibit B -- Form of Long-Term Note
- Exhibit C -- Form of Modified Long-Term Note
- Exhibit D -- Form of Pledge Agreement
- Exhibit E -- Form of Employment Agreement
- Exhibit F -- Form of Stock Option Agreement

SCHEDULE I  
-----

SHARES PURCHASED; FORM OF CONSIDERATION  
-----

Purchaser	Shares Purchased	Form of Consideration
David J. Donovan	120	By delivery of a certified or bank cashier's check in the amount of \$554,040.
Robert P. Maher	90	By delivery of a certified or bank cashier's check in the amount of \$415,530.
James T. Ruprecht	120	By delivery of a certified or bank cashier's check in the amount of \$554,040.
Stephen R. Goldfield	140	\$196,380 by delivery of a certified or bank cashier's check,

and the remainder (\$450,000) by delivery of a Secured Promissory Note substantially in the form of Exhibit B hereto (the "LONG-TERM NOTE").

Gerald R. Lanz	140	\$196,380 by delivery of a certified or bank cashier's check, and the remainder (\$450,000) by delivery of a Long-Term Note.
James R. Blomberg	90	\$65,530 by delivery of a certified or bank cashier's check, and the remainder (\$350,000) by delivery of a Secured Promissory Note substantially in the form of Exhibit C hereto (the "MODIFIED LONG TERM NOTE").
TOTAL	700	\$3,231,900 (\$1,981,900 by delivery of a certified or bank cashier's check, and \$1,250,000 by delivery of notes).

SCHEDULE II

CLOSING DELIVERIES

Person	Document/Instrument	Recipient
Seller	Certificate representing the Shares, together with assignment separate from certificate.	The Company, for transfer and delivery to the Purchasers.
	Pledge Agreements in the form of Exhibit D hereto (each, a "PLEDGE AGREEMENT").	Each of Goldfield, Lanz and Blomberg, respectively.
	Employment Agreement in the form of Exhibit E hereto (the "EMPLOYMENT AGREEMENT"), including the Promissory Note attached as Exhibit A thereto.	The Company.
Donovan	Certified or bank cashier's check in the amount of \$554,040.	Seller.
Maher	Certified or bank cashier's check in the amount of \$415,530.	Seller.
Ruprecht	Certified or bank cashier's check in the amount of \$554,040.	Seller.
Goldfield	Certified or cashier's check in the amount of \$196,380.	Seller.
	Long-Term Note.	Seller.
	Pledge Agreement.	Seller.
	Pledged Securities with assignment	Seller.

separate from certificate.

-----  
-----  
Lanz                    Certified or bank cashier's check in            Seller.  
                         the amount of \$196,380.  
-----

-----  
                         Long-Term Note.                                    Seller.  
-----

=====  
Person                                    Document/Instrument                                    Recipient  
=====

-----  
                         Pledge Agreement.                                    Seller.  
-----

-----  
                         Pledged Securities with assignment            Seller.  
                         separate from certificate.  
-----

-----  
Blomberg                Certified or cashier's check in the            Seller.  
                         amount of \$65,530.  
-----

-----  
                         Modified Long-Term Note.                           Seller.  
-----

-----  
                         Pledge Agreement.                                   Seller.  
-----

-----  
                         Pledged Securities and assignment            Seller.  
                         separate from certificate.  
-----

-----  
Company                 Shareholders' Agreement.                         Seller and Purchasers.  
-----

-----  
                         Employment Agreement.                             Seller.  
-----

-----  
Seller and                Shareholders' Agreement.                         All other parties and the Company.  
Purchasers  
-----

-----  
                         Stock Option Agreements (pursuant to           All other parties.  
                         which Goldfield, Lanz and Blomberg  
                         grant to the other shareholders the  
                         option to acquire their shares upon  
                         default), in the form of Exhibit F  
                         hereto.  
-----

SHAREHOLDERS' AGREEMENT  
OF  
METZLER & ASSOCIATES, INC.  
-----

THIS SHAREHOLDERS' AGREEMENT (this "SHAREHOLDERS' AGREEMENT"), is made and entered into as of the 1st day of January, 1996, by and among JAMES R. BLOMBERG, DAVID J. DONOVAN, STEPHEN R. GOLDFIELD, GERALD R. LANZ, ROBERT P. MAHER, RICHARD J. METZLER, JAMES T. RUPRECHT, and METZLER & ASSOCIATES, INC., an Illinois corporation (the "COMPANY").

W I T N E S S E T H:  
-----

WHEREAS, as of the date hereof, all of the outstanding shares (the "Shares") of common stock, no par value ("COMMON STOCK", of the Company are held as follows:

Shareholder	Number of Shares	Percentage of Shares
Richard J. Metzler	150	15%
Robert P. Maher	150	15%
David J. Donovan	150	15%
James T. Ruprecht	150	15%
Stephen R. Goldfield	150	15%
Gerald R. Lanz	150	15%
James R. Blomberg	100	10%
TOTAL	1,000	100%

and;

WHEREAS, in order to assure the harmonious management of the affairs of the Company, the Shareholders desire to enter into this Shareholders' Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter contained, each of the parties hereto hereby agree as follows:

SECTION 1

Definitions; Etc.  
-----

1.1 Definitions. Except as otherwise herein expressly provided, the following terms and phrases shall have the meanings set forth below:

"SHAREHOLDERS' AGREEMENT" shall mean this Shareholders' Agreement, as originally executed and as amended, modified, supplemented or restated from time to time, as the context requires.

"BLOMBERG" shall mean James R. Blomberg and any Estate Trust to whom he transfers Shares.

"BOARD" shall mean the Board of Directors of the Company as

constituted from time to time.

"BONA FIDE PURCHASER" shall mean any Person, other than an affiliate of the person to whom the offer is made, who or which has (i) delivered a good faith written offer to purchase all of such Shareholder's Shares; provided, however, that, such Person has the requisite financial resources necessary, in the opinion of the Majority Shareholders, to purchase and acquire such Shareholder's Shares and (ii) agreed in writing to be bound by all of the terms and provisions of this Shareholders' Agreement.

"CAUSE" shall mean the commission by a Shareholder of an act of fraud or embezzlement against the Company.

"CHANGE OF CONTROL" shall mean the first to occur of (i) the Transfer by Shareholders of more than 50% of the then outstanding Common Stock of the Company in one or more related transactions, (ii) the subsequent issuance of Common Stock by the Company in one or more related transactions representing more than 50% of the then-outstanding Common Stock of the Company, other than pursuant to a stock split, stock dividend or other similar transaction, (iii) the sale, sale-leaseback or other transfer of all or substantially all of the assets or property of the Company to an independent third party, (iv) the merger or consolidation of the Company into another entity in a transaction in which the Company is not the surviving entity, (v) the dissolution or liquidation of the Company or (vi) the public offering of Common Stock of the Company.

"CODE" shall mean the Internal Revenue Code of 1986, as amended.

"COMPETITOR" shall mean any Person who, directly or indirectly, competes with the Company in the electric and gas utility consulting industry.

"DIRECTOR" shall mean an individual appointed as a member of the Board.

-2-

"DONOVAN" shall mean David J. Donovan and any Estate Trust to whom he transfers Shares.

"ESTATE TRUST" shall mean a trust established by a Shareholder for estate planning purposes, the sole trustee of which is such Shareholder and which is permitted to be a shareholder of an "S Corporation" (as defined in Section 1361(b) of the Code).

"GOLDFIELD" shall mean Stephen R. Goldfield and any Estate Trust to whom he transfers Shares.

"LANZ" shall mean Gerald R. Lanz and any Estate Trust to whom he transfers Shares.

"LIEN" shall mean any lien, claim, encumbrance or other restriction of any kind or nature whatsoever.

"MAHER" shall mean Robert P. Maher and any Estate Trust to whom he transfers Shares.

"MAJORITY SHAREHOLDERS" shall mean Shareholders owning in excess of 50% of the outstanding Common Stock.

"METZLER" shall mean Richard J. Metzler and any Estate Trust to whom he transfers Shares.

"NET INCOME" shall mean the net income of the Company, as determined for tax purposes in accordance with the Company's accounting practices after payment of all bonuses, including, without limitation, those under the Metzler Employment Agreement.

"NET INSURANCE PROCEEDS" shall mean the aggregate death benefits paid

to the Company in respect of each Shareholder under the policy or policies described in Section 5.5, net of (i) \$750,000 "key man" insurance to be retained by the Company and (ii) applicable taxes payable by the Shareholders based on such aggregate proceeds.

"OPTION AGREEMENTS" shall mean those certain Stock Option Agreements dated as of the date hereof among each Shareholder who delivered a Secured Promissory Note and the Other Shareholders.

"OTHER AGREEMENTS" shall mean (i) the Stock Purchase Agreement dated as of the date hereof (the "METZLER STOCK PURCHASE AGREEMENT") among Metzler and Blomberg, Donovan, Goldfield, Lanz, Maher and Ruprecht, (ii) the Employment Agreement dated as of the date hereof (the "METZLER EMPLOYMENT AGREEMENT") between Metzler and the Company, (iii) the Option Agreements, (iv) the Pledge Agreements, (v) the Secured Promissory Notes and (vi) the other agreements, instruments and documents entered into in connection with the foregoing.

-3-

"OTHER SHAREHOLDERS" shall mean the Shareholders other than the Shareholder or Shareholders selling his or their Shares or taking the other action described in the relevant Section.

"PERMITTED LIEN" shall mean any Lien in favor of Metzler arising in connection with the acquisition of such Shares.

"PERSON" shall mean any individual, partnership, corporation, trust, firm, limited liability company or other entity.

"PLEDGE AGREEMENTS" shall mean those certain Pledge Agreements dated as of the date hereof among Metzler and each Shareholder who delivered a Secured Promissory Note.

"PRO RATA SHARE" shall mean, with respect to a Shareholder, the number of Shares that is equal to the product of (i) the number of Shares available for acquisition by all Other Shareholders and (ii) the ratio of (A) the number of Shares held of record by the Shareholder to (B) the aggregate number of Shares then held of record by all Other Shareholders. Certain provisions regarding calculation of the Pro Rata Share when a Shareholder is in breach of a material provision hereof are set forth in Section 8.5(c).

"PURCHASE PRICE" shall mean the purchase price payable by the Other Shareholders pursuant to Section 5.

"RUPRECHT" shall mean James T. Ruprecht and any Estate Trust to whom he transfers Shares.

"SECURED PROMISSORY NOTES" shall mean those certain Secured Promissory Notes delivered by each of Blomberg, Goldfield and Lanz contemporaneously herewith in connection with the acquisition by such Shareholders of a portion of their Shares.

"SHAREHOLDER" or "SHAREHOLDERS" shall mean Blomberg, Donovan, Goldfield, Lanz, Maher, Metzler, Ruprecht and their respective permitted successors and permitted assigns who become Shareholders pursuant to this Shareholders' Agreement and, any Person who is a Shareholder of the Company at the time of reference thereto.

"SUPER-MAJORITY SHAREHOLDERS" shall mean Shareholders owning at least 80% of the outstanding Common Stock.

"TRANSFER" (and any derivatives thereof) shall mean (i) a Shareholder's voluntary or involuntary sale, assignment, transfer, conveyance, pledge, hypothecation or other disposition of such Shareholder's Shares and (ii) any Shareholder's agreement, contract or commitment to do any of the foregoing; provided, however, that such term shall exclude dispositions as a result of a Shareholder's death.

"TRANSFER NOTICE" shall mean, with respect to a proposed Transfer to a Bona Fide Purchaser, a written notice stating (i) the relevant Shareholder or Shareholders' intention to Transfer his or their Shares, (ii) the name, business and residence address of the Bona Fide Purchaser, (iii) the nature of the proposed Transfer including the number of Shares to be Transferred and all other terms of the proposed Transfer, (iv) if the Transfer is for a valuable consideration, the amount and form of the consideration, and (v) the proposed time and place of the closing of the proposed Transfer, which shall in no event be earlier than 60 days or later than 120 days from the date of the Transfer Notice.

"TWO-THIRDS SHAREHOLDERS" shall mean Shareholders owning at least two-thirds of the outstanding Common Stock.

1.2 Other Defined Terms. Each of the following terms is defined in the Section of this Shareholders' Agreement directly opposite such term:

Term ----	Section -----
Articles of Incorporation	2.1
Bonus Factor	3.2
Bonus Pool	3.2
By-Laws	2.1
Common Stock	preamble
Conflict of Interest	7.3
Covenant Not To Compete	7.1
Information	7.2
Metzler Option	6.1
Offered Shares	4.2
Participating Shareholder	4.2(c), 4.4(c)
Permanent Disability	5.6
Remaining Shares	4.2(c)
Selling Shareholder	4.2, 5.1
Shares	preamble
Subsequent Notice	4.2(c)

1.3 "Exhibit, Etc." References to an "Exhibit" or to a "Schedule" are, unless otherwise specified, to one of the Exhibits or Schedules attached to this Shareholders' Agreement, and references to a "Section" are, unless otherwise specified, to one of the Sections of this Shareholders' Agreement.

SECTION 2

Governance and Other Corporate Matters  
-----

2.1 Articles of Incorporation; By-Laws. The Company's Articles of Incorporation (the "ARTICLES OF INCORPORATION") and By-Laws (the "BY-LAWS"), each as in effect on the date hereof, are attached hereto as Exhibit A. From and after the date hereof each Shareholder shall (i) vote the Shares held by him or it at any meeting of the Shareholders, or in any written consent executed in lieu of such a meeting of Shareholders, and shall take all actions necessary to insure that the Articles of Incorporation and By-Laws do not, at any time, conflict with the provisions of this Shareholders' Agreement and (ii) take all necessary and required action to cause the Company to amend, or amend and

restate, the Articles of Incorporation and the By-Laws as necessary to effectuate the purposes of this Shareholders' Agreement.

## 2.2 Directors.

(a) Election; Nominees. The Shareholders shall vote their Shares at any regular or special meeting of the Shareholders of the Company called for the purpose of filling positions on the Board, or in any written consent executed in lieu of such a meeting of Shareholders, shall take all actions necessary and shall cause the Directors nominated by them pursuant to this Shareholders' Agreement to take all actions necessary (including the nomination for election as Directors of the individuals specified below) to ensure the election to the Board of the following individuals:

(i) so long as they are respectively shareholders of the Company and employed by the Company, each of Blomberg, Donovan, Goldfield, Lanz, Maher, Metzler and Ruprecht;

(ii) each Shareholder who subsequent to the date hereof acquires at least 3% of the then-outstanding Common Stock, so long as such Shareholder is an employee of the Company and remains a shareholder of the Company; and

(iii) such additional individuals nominated by the Super-Majority Shareholders, whether or not such individuals are shareholders or employees of the Company.

## 2.3 Approval of Certain Activities.

-----  
(a) Matters Requiring Approval of the Super-Majority Shareholders. The Company will not take any of the following actions without the approval of the Super-Majority Shareholders, and each Shareholder will execute and deliver any document or instrument deemed necessary or desirable by the Super-Majority Shareholders to permit the Company to take any of the following actions, provided that a dissenting Shareholder may require a record to be made that such execution and delivery is being done solely to comply with the terms of this Agreement:

-6-

(i) any action for the (A) commencement of a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, (B) consent to the entry of any order for relief in an involuntary case under any such law, (C) consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Company or of any substantial part of the property thereof, (D) making by the Company of a general assignment for the benefit of creditors, or (E) making of any other arrangement or composition with creditors generally to modify the terms of payment of, or otherwise restructure their obligations;

(ii) any increase, reduction, change in or reclassification of the authorized or issued capital stock and any issuance of equity securities, including any issuance of warrants, options, or rights to directly or indirectly acquire equity securities and any issuance of securities directly or indirectly convertible into or exchangeable or exercisable for equity securities;

(iii) any borrowing or making any guarantees of any borrowing (secured or unsecured) in an aggregate principal amount exceeding \$1,000,000;

(iv) any altering of the Articles or By-laws of the Company;

(v) adopting any resolution to voluntarily liquidate or dissolve;

(vi) terminating the employment of any Shareholder for any reason;

(vii) creating any subsidiary;

(viii) the declaration and payment of any dividend, distribution or other amount or bonus not specified herein (or in the Metzler Employment Agreement) to the Shareholders; or

(ix) any material modification, change or amendment to any agreement or arrangement which is the subject of the matters referred to in subclauses (i) through (viii) above.

(b) Matters Requiring Approval of the Two-Thirds Shareholders. The Company will not take any of the following actions without the approval of the Two-Thirds Shareholders, and each Shareholder will execute and deliver any document or instrument deemed necessary or desirable by the Two-Thirds Shareholders to permit the Company to take any of the following actions, provided that a dissenting Shareholder may require a record to be made that such execution and delivery is being done solely to comply with the terms of this Agreement:

(i) selling, transferring, leasing, exchanging, pledging or otherwise disposing of all or substantially all of the Company's assets;

-7-

(ii) consolidating, merging or amalgamating with, or acquiring any interest in, any other Person or its assets, other than acquiring assets whose purchase price does not exceed \$150,000 in cash or the fair market value of other consideration to be paid therefor (it being understood that the employment or engagement of a Person shall not constitute an interest in such Person); or

(iii) any material modification, change or amendment to any agreement or arrangement which is the subject of the matters referred to in subclauses (i) or (ii) above.

(c) Matters Requiring Approval of the Majority Shareholders. The Company will not make any capital expenditure in excess of \$150,000 without the approval of the Majority Shareholders, and each Shareholder will execute and deliver any document or instrument deemed necessary or desirable by the Majority Shareholders to permit the Company to take such action, provided that a dissenting Shareholder may require a record to be made that such execution and delivery is being done solely to comply with the terms of this Agreement.

2.4 Mandatory Dividends. To the extent permitted by law, the Company shall declare and pay a dividend equal to 40% of the Company's Net Income for each fiscal year on or before April 15 of the subsequent fiscal year.

2.5 Voting. In order to effectuate the provisions of this Section 2, each Shareholder hereby agrees, subject to compliance with applicable law, that when any action or vote is required to be taken by such Shareholder pursuant to applicable law or this Shareholders' Agreement, such Shareholder shall proceed with diligence to (i) (a) call, to take all other actions necessary to call and to cause the Directors to take all actions necessary to call or to cause the appropriate officers and Directors of the Company to call a meeting of Shareholders or (b) execute or cause to be executed pursuant to the applicable laws of the State of Illinois, or any successor statute, a consent in writing in lieu of any such meeting to effectuate such shareholder action and (ii) vote the Shares held by him in a manner consistent with the terms and provisions of this Shareholders' Agreement, subject to his right to require a record to be made of his dissent.

Employment of Shareholders  
-----

3.1 Employment of Shareholders; Duties of Certain Officers.  
-----

(a) Chairman and Treasurer. Through December 31, 1998, Metzler shall be employed by the Company as the Chairman and, at least so long as any Secured Promissory Notes are outstanding, Treasurer pursuant to the terms of the Metzler Employment Agreement, which employment agreement sets forth certain provisions relating to restrictions on termination of Metzler's employment, bonuses and a special change-in-control option, among other things. Thereafter, the

-8-

Chairman and Treasurer (which may be the same or different Shareholders) of the Company, if any, shall be determined by the Majority Shareholders.

(b) President and Chief Executive Officer. Through December 31, 1997 but subject to the general right of the Company to terminate the employment of any Shareholder under Section 3.1(d), Maher shall be employed as the President and Chief Executive Officer of the Company. Thereafter, the President and the Chief Executive Officer of the Company (which may be the same or different Shareholders) shall be determined by the Majority Shareholders. The rights and duties of the President and the Chief Executive Officer are set forth in the By-laws.

(c) Other Officers. All other offices of the Company shall be filled as determined by the Majority Shareholders. Such officers shall have the duties set forth in the By-Laws or otherwise determined by the Majority Shareholders.

(d) Acknowledgement of "At-Will" Employment. Each Shareholder acknowledges that (i) his employment by the Company, if any, is on an "at-will" basis, (ii) nothing contained in this Shareholders' Agreement shall constitute an employment agreement between the Company and such Shareholder and (iii) his employment may be terminated by the Company for any reason with the approval of the Super-Majority Shareholders; provided, however, that certain restrictions on the Company's ability to terminate the employment of Metzler prior to January 1, 1999 are set forth in the Metzler Employment Agreement.

(e) Base Compensation; Bonus. Each Shareholder shall receive an annual salary of \$175,000 per year, payable in accordance with the Company's payroll polices from time to time in effect; provided, however, that Metzler's salary through December 31, 1998 shall be as set forth in the Metzler Employment Agreement. In addition, the President shall receive an additional \$12,000 per year for administrative duties, also payable in accordance with the Company's payroll polices from time to time in effect.

3.2 Bonus Pool. For each fiscal year, the Company shall establish a bonus pool (the "BONUS POOL"), pursuant to which it shall allocate 15% of the first \$3,000,000 of its Net Income (computed before the contribution to the Bonus Pool) for such fiscal year, which shall be allocated and distributed to the directors who are Shareholders in accordance with the terms of this Section. Each director who is a Shareholder shall vote on whether each other such director shall receive a bonus from the Bonus Pool for the fiscal year. For each vote a director receives, such director shall receive an amount equal to the product of (i) the aggregate amount in the Bonus Pool and (ii) the Bonus Factor. The term "BONUS FACTOR" means the fraction, the numerator of which is one and the denominator of which is the product of (i) the number of directors who are Shareholders and (ii) the number of directors who are Shareholders minus one. By way of illustration, if there is \$420,000 in the Bonus Pool and seven directors who are Shareholders, and a director receives five votes to receive a bonus and one vote not to receive a bonus, such director shall receive a bonus of \$50,000 ( $\$420,000 \times 5/42$ ) from the Bonus Pool. Pursuant to the foregoing, a director who is a Shareholder shall not be entitled to cast a vote to receive a

bonus with respect to himself. All amounts in the

-9-

Bonus Pool which are not paid to the directors who are Shareholders pursuant to the foregoing methodology shall be re-allocated to Net Income and shall be eligible to be distributed as a dividend in accordance with Section 2.3(a) (viii) hereof. The payment of the foregoing bonus shall in no way affect the calculation or payment of the Annual Bonus as defined and provided for in the Metzler Employment Agreement.

3.3 Special Payment. In the event of the termination of employment of a Shareholder in any fiscal year as the result of such Shareholder's death, Permanent Disability or termination by the Company other than for Cause, such Shareholder shall be entitled to receive a payment equal to any dividend or other distribution and, subject to the voting requirements set forth in Section 3.2, bonus in respect of such fiscal year which such Shareholder would have received had he been a shareholder and employee at the time such dividend and bonus is declared and paid, pro rated for the number of days of such fiscal year during which such Shareholder was in fact an employee and Shareholder of the Company.

3.4 Amendment; Other Payments. Notwithstanding anything herein to the contrary, the provisions of this Section 3 may not be modified, changed or amended in any manner, and no other payments shall be made to the Shareholders other than as a dividend or repayment of a loan or pursuant to the Metzler Employment Agreement, prior to December 31, 1998, without the approval of all Shareholders. Subsequent to December 31, 1998, the provisions of this Section 3 may be modified, change or amended, and other payments may be made to the Shareholders, subject to applicable law, with the approval of the Majority Shareholders.

3.5 Termination Upon Death. Notwithstanding anything herein to the contrary, the death of a Shareholder shall be deemed to terminate such Shareholder's employment, and no successor to such Shareholder or his legal representative shall be entitled to employment or be deemed an employee of the Company.

#### SECTION 4

##### Restrictions on Transfer

-----

#### 4.1 Restrictions.

-----

(a) General Restrictions. Except as otherwise provided herein, no Shareholder shall at any time Transfer, nor shall any such Shares be Transferable, voluntarily or involuntarily, by operation of law or otherwise. Any attempted Transfer not in accordance with the terms and condition of this Shareholders' Agreement shall be null and void and of no force or effect.

-10-

#### (b) Certain Permitted Transfers.

(i) Transfers upon Death. A Shareholder (or his representative) shall be permitted to Transfer his Shares upon death, subject to the right of the Company and the Other Shareholders to repurchase such Shares pursuant to the provisions of Section 5.

(ii) Transfers to Estate Trusts. A Shareholder shall be permitted to Transfer his Shares to an Estate Trust so long as he retains

the sole right to vote such Shares at all times thereafter; provided, however, that (i) such Shares shall remain subject to all of the terms and conditions of this Shareholders' Agreement in the hands of such Estate Trust and (ii) such Estate Trust shall first deliver to the Company and the Other Shareholders an agreement to be bound by the terms hereof substantially in the form of Exhibit C hereto. A Transfer pursuant to this Section 4.1(b)(ii) shall not relieve the transferring Shareholder of his obligations under this Shareholders' Agreement, and the Shares shall be subject to all of the terms and conditions hereof as though they were still owned by the Shareholder (including, without limitation, the provisions of Section 5 which would permit or require the Company and/or the Other Shareholders to purchase such Shares upon the death or Permanent Disability of the transferring Shareholder).

(iii) Certain Transfers to Metzler. The Other Shareholders shall be permitted to Transfer a portion of their Shares to Metzler pursuant to the provisions of Section 6 without complying with the provisions of Section 4.2.

(iv) Transfers under the Option Agreements. A Shareholder shall be permitted to Transfer his Shares to the Other Shareholders pursuant to the terms of the Stock Option Agreement without complying with the provisions of Section 4.2.

(v) Transfers to Other Shareholders. A Shareholder may Transfer his shares to one or more Other Shareholders so long as all Other Shareholders have been offered the opportunity to participate in such Transfer on the same terms to the extent of their Pro Rata Share. The procedure for such offer shall be substantially similar to the procedure for sales to Bona Fide Purchasers under Section 4.2.

(vi) Transfers by the Two-Thirds Shareholders. The Two-Thirds Shareholders may Transfer all Shares owned by them to any Person without complying with the provisions of Section 4.2.

(c) Indirect Transfers. No Shareholder may indirectly Transfer, or procure the indirect Transfer, of such Shareholder's Shares or any right therein (by way of Transfer of the equity, proxy or other rights or ownership interests of such Shareholder or otherwise) to any Person without obtaining the prior written consent of the Other Shareholders (which consent may be given or withheld, with or without cause, in the sole and absolute discretion of such Shareholders).

-11-

(d) No Transfers to Competitors. Notwithstanding the foregoing, except pursuant to Section 4.1(b)(vi), 4.3 or 4.4, in no event shall any Shareholder Transfer, or attempt to Transfer, such Shareholder's Shares to any Competitor (or any successor thereto or any Person controlling, controlled by or under common control with any such Competitor) of the Company.

(e) Transfers Terminating S Corporation Election. Notwithstanding the foregoing, except in accordance with Section 4.1(b)(vi), 4.3 or 4.4, in no event shall a Shareholder Transfer such Shareholder's Shares to a Person who is not qualified to be a shareholder of an S Corporation.

4.2 Sales to Bona Fide Purchaser; Right of First Refusal. If a Shareholder (the "SELLING SHAREHOLDER") desires to Transfer all or any portion of his Shares (the "OFFERED SHARES") to any Bona Fide Purchaser, the Other Shareholders shall have the right of first refusal to purchase their Pro Rata Share of the Shares proposed to be Transferred on the same terms and conditions as proposed to be transferred to the Bona Fide Purchaser.

(a) Transfer Notice. The Selling Shareholder shall deliver a Transfer Notice to the Other Shareholders not less than sixty (60) days prior to the proposed effective date of the proposed Transfer.

(b) Exercise of Right. Each Other Shareholder may exercise his right of first refusal to purchase all, but not less than all, of his Pro Rata Share of the Offered Shares within thirty (30) days from the date of delivery of the Transfer Notice by delivering notice to such effect to the Selling Shareholder and all Other Shareholders. Failure to deliver such notice within such time to the Selling Shareholder by an Other Shareholder shall be deemed a waiver by such Other Shareholder of his right of first refusal with respect to the Offered Shares.

(c) Subsequent Notice and Exercise. If all Other Shareholders do not subscribe for their respective Pro Rata Share, the Selling Shareholder shall deliver a written notice (the "SUBSEQUENT NOTICE") to each subscribing Other Shareholder (collectively, for purposes of this Section 4.2, the "PARTICIPATING SHAREHOLDERS") indicating the number of unsubscribed Offered Shares (the "REMAINING SHARES"), confirming the grant to each Participating Shareholder of the right of first refusal to purchase his Pro Rata Share of the Remaining Shares (determined by assuming each Participating Shareholder acquired the number of Offered Shares previously subscribed for by him) and indicating the number of Remaining Shares constituting such Pro Rata Share. Each Participating Shareholder may accept the right of first refusal to purchase all, but not less than all, of his Pro Rata Share of the Remaining Shares by delivering notice to the Selling Shareholder and the Other Shareholders to such effect within five (5) business days from the date of delivery of the Subsequent Notice. Failure to deliver such notice within such time to the Selling Shareholder by a Participating Shareholder shall be deemed a waiver of such Participating Shareholder's right of first refusal for such Remaining Shares. If all Participating Shareholders do not subscribe for their respective Pro Rata Share of the Remaining Shares, the Selling Shareholder shall offer the unsubscribed Remaining Shares to the Participating Shareholders who did subscribe for their Pro Rata Share in accordance

-12-

with the procedure set forth in this Section until all such Remaining Shares are subscribed for or no Participating Shareholder subscribes for any Remaining Shares.

(d) Closing; Payment of Purchase Price. To the extent not inconsistent with Section 4.2(e) hereof, the Purchase Price shall be payable in the form and at the time and place as set forth in the Bona Fide Purchaser's offer (except that no payment need be made until at least thirty (30) days subsequent to the completion of the procedure described in Section 4.2(c), if applicable) and the Offered Shares shall be transferred as provided in such written offer.

(e) Closing of Exercise of Rights of Refusal. At the closing of the purchase and sale of the Offered Shares to the Participating Shareholders, (A) the Participating Shareholders shall each deliver to the Selling Shareholder any and all consideration required pursuant to the terms of the Bona Fide Purchaser's offer and (B) the Selling Shareholders shall deliver to the Company for Transfer each Participating Shareholder a stock certificate or certificates evidencing the Offered Shares being purchased by such Participating Shareholder, together with an appropriate assignment separate from certificate duly executed in a proper form to effect the Transfer of such Offered Shares on the books and records of the Company.

(f) Other Transfer Provisions.

(i) Transfer of Common Stock to Bona Fide Purchaser. If all of the Offered Shares have not been subscribed for, then the Selling Shareholder shall have forty-five (45) days thereafter in which to effect the Transfer of the unsubscribed Offered Shares to the Bona Fide Purchaser on terms not more favorable than were set forth in the Transfer Notice; provided that the Bona Fide Purchaser executes and delivers to the Company and the Other Shareholders an agreement to be bound by the terms hereof

substantially in the form of Exhibit D hereto.

(ii) No Negotiation. While the procedure set forth in this Section 4.2 is continuing, the Selling Shareholder shall not negotiate or offer to sell his Shares on terms and conditions more favorable than those previously offered to the Other Shareholders.

(iii) Failure to Consummate Transfer. If the Selling Shareholder shall fail to Transfer the Offered Shares within the time period set forth in Section 4.2(f)(i), then no Transfer of the Offered Shares may be made by the Selling Shareholder without first re-offering such Shares to the Other Shareholders in accordance with the provisions of this Section 4.2.

4.3 Rights to Compel Transfer. The rights granted under this Section 4.3 shall, if exercised, supersede the provisions of Sections 4.1(d), 4.1(e), 4.2 and 4.4 hereof.

(a) Grant. At any time after the date hereof the Two-Thirds Shareholders may require the Other Shareholders to (i) Transfer all of the Shares then owned by them to a Bona Fide

-13-

Purchaser (whether by sale, merger or otherwise) for the same consideration per share and otherwise on the same terms and conditions upon which the Two-Thirds Shareholders effect the Transfer of their Shares, it being understood that payments, options granted or other agreements in respect of employment, consulting or other similar arrangements shall not be deemed part of the consideration or terms and conditions upon which the Two-Thirds Shareholders effect the Transfer of their Shares.

(b) Transfer Notice. In the event that the Two-Thirds Shareholders desire to exercise their rights pursuant to this Section 4.3, they shall deliver a Transfer Notice to the Other Shareholders at least twenty (20) days in advance of the proposed Transfer.

(c) Deliveries by Other Shareholders. Within ten (10) days of the delivery of Transfer Notice, each of the Other Shareholders shall deliver to the Two-Thirds Shareholder designated in the Transfer Notice (the "DESIGNATED SHAREHOLDER") such documents necessary to consummate the Transfer, including, without limitation, to the extent applicable, (i) a stock certificate or certificates evidencing the Shares held by each such Other Shareholder, together with an appropriate assignment separate from certificate duly executed in a proper form to effect the transfer of such Shares from each such Other Shareholder to the Bona Fide Purchaser on the books and records of the Company and (ii) a limited power-of-attorney authorizing the Designated Shareholder to Transfer such Shares on the same terms and conditions as the Two-Thirds Shareholders Transfer their Shares. In the event that any Other Shareholder shall fail to deliver such stock certificate(s), assignment separate from certificate or limited power-of-attorney, the Company shall cause a notation to be made on its books and records to reflect that Shares held by such Other Shareholder are bound by the provisions of this Section 4.3 and that such Shares may be transferred to the Bona Fide Purchaser without such Other Shareholder's consent or surrender of his Shares for transfer.

4.4 Rights of Inclusion. The rights granted under this Section 4.4 shall, if exercised, supersede the provisions of Section 4.1(d), 4.1(e) and 4.2 hereof, but shall be subject to the provisions of Section 4.3 hereof.

(a) Grant. If the Majority Shareholders propose to sell a majority of the outstanding Shares to a Bona Fide Purchaser, then each Other Shareholder may, at its sole right and option, require the Majority Shareholders to require the Bona Fide Purchaser to purchase a pro rata portion of such Other Shareholder's Shares for the same consideration per share and otherwise upon the same terms and conditions upon which the Bona Fide Purchaser has offered to purchase the Majority Shareholders' Shares, it being understood that payments,

options granted or other agreements in respect of employment, consulting or other similar arrangements shall not be deemed part of the consideration or terms and conditions of the purchase of the Majority Shareholders' Shares.

(b) Transfer Notice. In the event that the Majority Shareholders desire to Transfer their Shares to a Bona Fide Purchaser, they shall deliver a Transfer Notice to the Other Shareholders at least twenty (20) days in advance of the proposed Transfer.

-14-

(c) Exercise of Right. Each Shareholder desiring to exercise its rights pursuant to this Section 4.4 (collectively, for purposes of this Section 4.4, the "PARTICIPATING SHAREHOLDERS") shall deliver to the Majority Shareholders (i) notice to such effect within fifteen (15) days of his receipt of the Transfer Notice, (ii) a stock certificate or certificates evidencing all of the Shares owned by such Participating Shareholder, together with an appropriate assignment separate from certificate duly executed in a proper form to effect the Transfer of such Participating Shareholder's Shares to the Bona Fide Purchaser on the books and records of the Company, and (iii) a limited power-of-attorney authorizing the person designated in the Transfer Notice to effect the Transfer of such Participating Shareholder's Shares substantially on the terms described in the Transfer Notice and in all events on the same terms under which the Majority Shareholders Transfer their Shares. The failure of a Shareholder to deliver notice of such Shareholder's desire to exercise its rights under or to otherwise comply with the provisions of this Section 4.4(c) shall be deemed to be a waiver of such Shareholder's rights hereunder, and such Shareholder shall not be deemed to be a Participating Shareholder.

#### 4.5 General Provisions Applicable to Sections 4.2, 4.3 and 4.4.

##### (a) Completion of Transfer.

(i) Promptly (but in no event later than three business days after the day of receipt of consideration) after the Transfer pursuant to Section 4.3 or 4.4, the Two-Thirds Shareholders or the Majority Shareholders, as the case may be, shall (A) deliver notice thereof to each Other Shareholder, (B) remit to each Other Shareholder the total consideration for such Other Shareholders' Shares (including any securities received in a merger), and (C) furnish to each Other Shareholder such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested in writing by such Other Shareholders.

(ii) As part of the completion of the Transfer contemplated by Section 4.2, 4.3 or 4.4, each Shareholder shall, to the extent applicable, represent and warrant to the Bona Fide Purchaser or the Participating Shareholders, as the case may be, that (A) the Shares being sold by the Shareholder are free and clear of any Lien (except for any Permitted Lien) and (B) such Shareholder has not granted any options or similar rights with respect to such Shares, and, in each case, such Shareholder shall be required to severally indemnify the Bona Fide Purchaser or the purchasing Shareholders for losses incurred by him or it as a result of such Shareholder's breach of any of such representations and warranties.

(b) Failure to Consummate Transfer. If, within 180 days after the delivery of the Transfer Notice by the Two-Thirds Shareholders or the Majority Shareholder, as the case may be, the proposed Transfer has not been completed, the Two-Thirds Shareholders or the Majority Shareholder, as the case may be, shall return to each of the Other Shareholders the stock certificates, assignments separate from certificate and powers-of-attorney delivered by them pursuant to Section 4.3(c) or 4.4(c). Upon the receipt of such materials by such Other Shareholders, all restrictions on

-15-

Transfer contained in this Shareholders' Agreement with respect to the Shares owned by the Shareholders shall again be in effect.

SECTION 5

Transfers upon Death, Divorce,  
Permanent Disability or Termination of Employment  
-----

5.1 Right to Purchase; Right to Sell.

(a) Death. In the event of a Shareholders' death, the Company and the Other Shareholders shall have the right to purchase from the deceased Shareholder, and the deceased Shareholder, or his estate or the trustee of his Estate Trust, if applicable, shall have the right to sell to the Company or the Other Shareholders, all of the deceased Shareholder's Shares at the Purchase Price and upon the terms and conditions set forth in this Section 5. The foregoing option to purchase and right to sell shall be exercisable first by or to the Company and, if the Company is unable or elects not to exercise its option, second by or to the Other Shareholders in accordance with their respective Pro Rata Shares or in such other proportion as the Other Shareholders may mutually agree. If either of the foregoing rights are exercised, the deceased Shareholder shall be deemed to be the "SELLING SHAREHOLDER" under this Section 5. Notwithstanding the foregoing or the provisions of Section 5.2, in the event of the death of Metzler during the term of the Metzler Employment Agreement, the Company shall purchase all of Metzler's Shares pursuant to the terms of the Metzler Employment Agreement.

(b) Divorce. In the event of the divorce of a Shareholder, the Other Shareholders shall have the right to purchase all of that portion of the divorced Shareholder's Shares Transferred to his spouse, if any, at the Purchase Price and upon the terms and conditions set forth in this Section 5. Each Other Shareholder may exercise his right with respect to his Pro Rata Share of the Shares being Transferred or such other proportion as the Other Shareholders may mutually agree. If the Other Shareholders exercise their rights under this Section 5.1(b), the spouse of the Shareholder to whom the Shares are being transferred shall be deemed to be the "SELLING SHAREHOLDER" under this Section 5.

(c) Permanent Disability; Terminations. In the event of a Shareholder's Permanent Disability or termination of employment for any reason, the Other Shareholders shall have the right to purchase all of such Shareholders' Shares at the Purchase Price and upon the terms and conditions provided in this Section 5. In addition, in the event of a Shareholder's Permanent Disability or termination of employment other than for Cause, such Shareholder shall have the right to sell all of his Shares to the Other Shareholders at the Purchase Price and upon the terms and conditions provided in this Section 5. The sale of the Shares of the selling Shareholder (the "SELLING SHAREHOLDER") shall be made to the Other Shareholders in accordance with their Pro Rata Shares or in such other proportion as the Other Shareholders may mutually agree.

5.2 Purchase Price. If the sale of the Selling Shareholder's Shares was initiated as the result of the Selling Shareholder's divorce, Permanent Disability or termination of employment by the Selling Shareholder or by the Company other than for Cause, the Purchase Price for the Selling Shareholder's Shares shall be equal to (i) 50% of the gross professional fees invoiced by the Company to its clients during the twelve (12) full calendar months preceding such event multiplied by (ii) that fraction, the numerator of which is the number of Shares owned by or being Transferred to the Selling Shareholder and the denominator of which is the total number of Shares outstanding. If the sale of the Selling Shareholder's Shares was initiated as the result of the Selling Shareholder's death, the Purchase Price for the Selling Shareholder's Shares

shall be equal to the greater of (i) the Purchase Price determined pursuant to the preceding sentence and (ii) \$750,000. If the sale of the Selling Shareholder's Shares was initiated as the result of the Selling Shareholder's termination of employment by the Company for Cause, the Purchase Price for the Selling Shareholder's Shares shall be equal to (i) 25% of the gross professional fees invoiced by the Company to its clients during the twelve (12) full calendar months preceding such event multiplied by (ii) that fraction, the numerator of which is the number of Shares owned by the Selling Shareholder and the denominator of which is the total number of Shares outstanding.

5.3 Payment of Purchase Price. The Purchase Price for the Shares being Transferred pursuant to this Section 5 shall be payable (i) in the event the Selling Shareholder's employment is terminated for Cause, by delivery of a five-year unsecured promissory note substantially in the form of Exhibit E hereto, (ii) in the event the Selling Shareholders' employment is terminated upon death, in cash to the extent of the Net Insurance Proceeds (if the Company is not prohibited by law, contract or otherwise from using such Net Insurance Proceeds therefor) and the remainder by delivery of a three-year unsecured promissory note substantially in the form of Exhibit F hereto and (iii) in all other cases by delivery of a three-year unsecured promissory note substantially in the form of Exhibit F hereto; provided, however, that in each case an Other Shareholder may pay cash for some or all of the Purchase Price; provided, further, that in the event (i) the Shares being acquired are pledged to secure a Secured Promissory Note and (ii) the Shares are being Transferred other than in connection with the voluntary termination of such Selling Shareholders' employment, then the Purchase Price shall be payable in an amount equal to the then outstanding principal and accrued interest under such Secured Promissory Note by assumption of such Secured Promissory Note and the remainder of the Purchase Price shall be payable in the manner specified above (it being understood that (i) the Shares so acquired shall continue to be pledged to secure repayment of the Secured Promissory Note, (ii) the Secured Promissory Note, to the extent assumed, shall be a full recourse obligation of the Person assuming the Secured Promissory Note and (iii) Metzler may require each Person assuming the Secured Promissory Note to execute a replacement note and pledge agreement having substantially the same terms as the obligations assumed).

5.4 Exercise of Rights; Closing. The rights of the Selling Shareholder and the Other Shareholders and the Company must be exercised, if at all, within ninety (90) days of their having obtained actual knowledge of the occurrence of the event giving rise to right. The closing of the purchase and sale of the Selling Shareholder's Shares under this Section 5 shall occur on a mutually agreeable date within thirty (30) days from the exercise of the right to purchase or sell such Shares;

-17-

provided, however, that such date shall be extended as reasonably necessary upon the death of a Selling Shareholder to permit the collection of proceeds of any insurance policy on the life of such Selling Shareholder. At the closing, (i) the Other Shareholders shall deliver to the Selling Shareholder (A) a certified check in the amount of the cash portion of the Purchase Price, if any, and (B) the appropriate promissory note, if any, specified in Section 5.3 and (ii) the Selling Shareholder shall deliver to the Other Shareholders a stock certificate or certificates evidencing the number of such Selling Shareholder's Shares subject to sale to such Other Shareholder, together with an appropriate assignment separate from certificate duly executed in a proper form to effect the transfer of such Shares to the purchasing Shareholders on the books and records of the Company.

#### 5.5 Life Insurance.

(a) Company Right. The Company shall have the right, but not the obligation, to obtain a life insurance policy or policies on the life of any Shareholder in such amounts as the Company shall determine is appropriate, in order to fund all or a part of the Purchase Price. It is currently contemplated that the Company will obtain insurance in the amount of at least \$1,500,000 on

the life of each Shareholder.

(b) Company as Owner. The Company shall be the owner of any such policy and shall pay the premiums thereon as they fall due; provided, however, upon reasonable request of a Shareholder, the Company shall use its best efforts to assure the availability of the Net Insurance Proceeds to discharge the obligations of the purchasing Shareholders.

(c) Cooperation. The Shareholders agree to cooperate with the Company in whatever procedures are reasonably required by the issuer of any such insurance policy in order to issue the same.

(d) Right to Cancel. The Company shall have the right to cancel any policy of life insurance so purchased at any time, in its sole and absolute discretion; provided, however, that it shall first offer, to the extent permitted under the policy, to assign such life insurance to the insured at the policy's cash value, if any.

(e) Right to Increase or Decrease. The Company may, at any time, increase or decrease the amount of life insurance to be carried on the life of a Shareholder, as it deems appropriate; provided, however, that the Company shall first offer, to the extent permitted under the policy, to assign any portion of such life insurance being decreased to the insured at the policy's cash value.

(f) Restrictions on Shareholders. Each of the Shareholders agree to refrain from exercising any of the rights appurtenant to any such life insurance policy, such as the right to borrow on the policy, the right to change the beneficiary, the right to assign, or any other right or privilege granted to by the terms of the policy until such Shareholder has notified the Company of his intention

-18-

to do so and has obtained from the Company its written approval of the intended action (which the Company may grant or withhold in its sole and absolute discretion).

(g) Status of Insurance Company. The Company and each of the Shareholders expressly recognize that any insurance company issuing any such policy is not a party to this Shareholders' Agreement and shall not, as a condition precedent to the exercise of any of the rights granted by the terms of its policy, insist upon the performance of any of the terms of this Shareholders' Agreement. All obligations of any such insurance company shall be limited and governed solely by the terms of its policy.

(h) Filing of Claims; Use of Proceeds. If the Transfer is occurring pursuant to the death of a Shareholder and the Company has obtained insurance on the life of such Shareholder, then the Company shall promptly file a claim with the issuer of the life insurance policy and collect the proceeds thereof. The Company shall be entitled to retain all other proceeds from the policy other than those proceeds required to be made available to the Shareholders under Section 5.5(b) or used to acquire the shares of a Shareholder under Section 5.3.

5.6 Definition of Permanent Disability. With respect to each Shareholder, the term "PERMANENT DISABILITY" shall mean and be deemed to have occurred upon the first to occur of the following events:

(i) the Shareholder having, as a result of a mental or physical condition, injury, sickness or incapacity, become incapable of satisfactorily discharging his regular duties as an employee, officer or director of the Company for three hundred sixty five (365) consecutive days or for three hundred sixty-five (365) days during any period of eighteen (18) consecutive months. If the parties disagree on whether a Shareholder has suffered a Permanent Disability, the question shall be resolved consistent with the determination of the insurance carrier then providing disability insurance for the Company (the "CARRIER"). If there is no such

Carrier, or if the Carrier fails or refuses to make such a determination, then the Company (by action of a majority of its directors at a meeting at which a quorum is present) and the Shareholder shall promptly and jointly appoint a medical doctor who shall examine the Shareholder and make such a determination (or, if they are unable to agree on the selection of a medical doctor, they shall each appoint a medical doctor, and the two doctors shall jointly conduct the examination and make the determination), and the (joint) determination of the doctor(s) shall be binding on the Company and the Shareholders. If two doctors conduct the examination but are unable to agree, they shall promptly appoint a third medical doctor to make such determination, and the decision of such medical doctor shall be binding on all parties hereto;

(ii) the failure or refusal of a Shareholder to submit to any examination by the doctor specified in clause (i) above or reasonably selected by the Carrier within thirty (30) days of receiving a written request from the Company or the Carrier to do so;

-19-

(iii) the Shareholder's failure or refusal to agree upon or appoint a medical doctor or doctors; or the failure or refusal of the medical doctor or doctors to agree upon a determination or to appoint a third doctor pursuant to clause (i) above within thirty (30) days on their respective appointment; or

(iv) the adjudication of such Shareholder as an incompetent or a disabled person.

## SECTION 6

### Metzler Option

-----

#### 6.1 Option to Acquire Shares.

(a) The Metzler Option. The Other Shareholders hereby grant Metzler the right and option (the "METZLER OPTION") to purchase from such Other Shareholders in the event a Change of Control occurs on or before December 31, 1998, such number of Shares equal to the difference between (i) such number of Shares which would equal 30% of the then outstanding Common Stock on a fully diluted basis, less (ii) the 150 Shares owned by Metzler on the date hereof, adjusted for all stock splits, stock dividends or other similar transactions occurring after the date thereof. The Metzler Option shall be exercisable by Metzler pro rata with respect to each Other Shareholder based on the number of Shares each Other Shareholder owns in relation to all Other Shareholders. The provisions of this Section 6 shall supersede, and shall not be subject to the restrictions or rights of the Other Shareholders under, the provisions of Section 4.

(b) Notification; Purchase Price. The Company or the Other Shareholders shall notify Metzler within a reasonable period of time prior to the occurrence of any Change of Control, and the Metzler Option shall be exercisable by delivery of notice to the Company to such effect immediately prior to the Change of Control. The aggregate purchase price for the Shares subject to the Metzler Option shall be \$1.00, and each Other Shareholder shall be entitled to receive his pro rata share of such \$1.00.

(c) Termination of Metzler Option. The Metzler Option shall expire and cease to be exercisable upon the first to occur of the termination of the Metzler Employment Agreement pursuant to Section 6 thereof and 12:00 p.m. December 31, 1998, in each case unless a Change of Control has occurred prior thereto.

## SECTION 7

Certain Covenants

-----

7.1 Covenant Not to Compete. Each Shareholder hereby covenants and agrees (collectively, the "COVENANT NOT TO COMPETE") that he shall not, directly or indirectly, take any of the following actions (i) so long as such Shareholder is employed by the Company, (ii) for a period

-20-

of two years thereafter, but only if such employment is terminated for Cause, and (iii) with respect to clauses (c) and (d) below only, for a period of one year thereafter, but only if such employment is terminated voluntarily by the Shareholder:

(a) initiate the acquisition of or acquire any interest in (either directly or indirectly, as an employee, officer, director, shareholder, partner, member, joint venturer, investor, agent, consultant, representative or otherwise) any Competitor; provided, however, that the Covenant Not To Compete shall in no way restrict the rights of a Shareholder to hold not more than five percent of the equity securities of any corporation whose equity securities are listed on a national securities exchange or are regularly traded in the over-the-counter market and for which quotations are available on the Nasdaq (or any successor thereto);

(b) divert or attempt to divert or take advantage of or attempt to take advantage of any business or opportunities within the scope of the Company's activities in the electric or gas utility consulting industry;

(c) solicit or attempt to solicit Persons whom the Company invoiced for services during the preceding twelve (12) month period, except where such solicitation or attempted solicitation does not concern business activities in the electric or gas utility consulting industry; or

(d) induce or attempt to induce any employee of the Company to leave or terminate such employment.

During a Shareholder's employment and after his termination for Cause, the Covenant Not To Compete shall apply to all areas and with respect to all Competitors and Persons throughout the world. After a Shareholder's voluntary termination, the Covenant Not To Compete shall apply to Persons whose principal place of business or employment is in the United States and its possessions and territories and Canada.

7.2 Confidential Information.

(a) Treatment of Information. Each Shareholder acknowledges that during the term of this Shareholders' Agreement the Company will make available to such Shareholder certain information which is either confidential, proprietary or otherwise not generally available to the public (such information is hereinafter referred to as the "INFORMATION"). Each Shareholder agrees that the Information shall be kept confidential by such Shareholder, will not be used in any manner which is detrimental to the Company, will not be used other than in connection with such Shareholder's relationship with the Company and will be safeguarded by such Shareholder from unauthorized disclosure.

(b) Return of Information. As soon as possible after a Shareholder ceases to own Shares, such Shareholder will return to the Company all written Information which has been provided to such Shareholder and such Shareholder will destroy all copies of any analyses, compilations,

-21-

studies or other documents prepared by such Shareholder or for such Shareholder's use containing or reflecting any Information.

7.3 Conflict of Interest. Each Shareholder shall, promptly upon his becoming aware thereof, disclose to the Other Shareholders any interest such Shareholder may have, directly or indirectly, in any Competitor, including, without limitation, as an employee, officer, director, shareholder, partner, investor, joint venturer, agent or representative. The parties acknowledge that Robert P. Maher and his affiliates have certain interests Ernst & Young, Joseph Dowling & Associates, Inc., Utilities International, Inc., Robert Maher & Associates, Inc., d/b/a RM&A, and First National Entertainment Corp., and each party hereby waives any conflict or rights he or it may have as a result of such interests.

## SECTION 8

### Miscellaneous

-----

8.1 Retention of "S Corporation" Status. Each Shareholder shall take all action necessary to cause the Company to at all times maintain its status for federal income tax purposes as an S Corporation including, without limitation, (i) executing and filing a Form 2553 and any and all other forms, including amendments thereto, which may be necessary for the Company to be treated as an S Corporation for federal income tax purposes and (ii) refraining from transferring such Shareholder's Shares to any Person who is not permitted to be a shareholder of an S Corporation under the Code.

8.2 Endorsement on Certificates. Each and every certificate evidencing ownership of Shares shall contain upon its face, or on the reverse thereof, the following legend or other substantially similar legend:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. IN ADDITION, THE SALE, TRANSFER, PLEDGE OR OTHER DISPOSITION OF THE SHARES EVIDENCED BY THIS CERTIFICATE IS RESTRICTED BY THE TERMS OF THAT CERTAIN SHAREHOLDERS' AGREEMENT DATED AS OF JANUARY 1, 1996 AMONG THE COMPANY AND EACH OF THE SHAREHOLDERS SPECIFIED THEREIN, WHICH SHAREHOLDERS' AGREEMENT MAY BE EXAMINED AT THE PRINCIPAL OFFICES OF THE COMPANY. THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE WITH (I) SAID SECURITIES LAWS OR AN APPLICABLE EXEMPTION THEREFROM AND (II) WITH SAID SHAREHOLDERS' AGREEMENT.

-22-

Promptly after execution and delivery of this Shareholders' Agreement, if applicable, each Shareholder agrees to deliver to the Company one or more certificates evidencing such Shareholder's Shares so that the foregoing legend may be placed upon its face or the reverse thereof.

8.3 Action by Deceased Shareholder. Any action required or permitted to be taken by a Shareholder hereunder may be taken by the executor or administrator of a deceased Shareholder's estate.

8.4 Termination. Upon the first occurrence of any of the following events, this Shareholders' Agreement shall terminate for all purposes and in all respects and, except as set forth herein, no party shall have any obligation hereunder:

- (i) insolvency, receivership or dissolution of the Company;
- (ii) all of the Shares being owned by a single Shareholder;
- (iii) the consummation by the Shareholders of a Transfer of Shares pursuant to Section 4.1(b)(vi), 4.3 or 4.4 hereof; and

(iv) the voluntary agreement, in writing, of all of the parties hereto.

In addition, this Agreement shall terminate with respect to a Shareholder upon his ceasing to be a shareholder of the Company, except that the provisions of Section 7.1 and 7.2 shall survive such termination.

#### 8.5 Suspension of Rights.

(a) General. In addition to the provisions of Section 8.4, so long as any Shareholder is in breach of any material provision of this Shareholders' Agreement (which shall include, without limitation, the existence of any Lien on such Shareholder's Shares (other than a Permitted Lien)), such Shareholder shall not be entitled to exercise any of his rights, but shall be subject to all of his obligations, hereunder.

(b) Voting Rights. The rights of a Shareholder to vote his Shares shall be suspended during such time as such Shareholder is in breach of a material provision of this Agreement or ceases to have the sole and exclusive right to vote his Shares (either as a result of a court order, temporary disability, power of attorney, proxy, or Transfer to an Estate Trust with respect to which such Shareholder ceases to be the sole trustee or otherwise). The rights of a Shareholder to vote his Shares shall also be suspended from such time as an Event of Default has occurred under (and as defined in) such Shareholder's Secured Promissory Note, if any, until such time as (i) such Event of Default has been cured, other than as a result of an amendment to the Secured Promissory Note or waiver by Metzler of such Event of Default without the written consent of the Majority Shareholders,

-23-

or (ii) the Shares have been acquired by another Person in accordance with the terms hereof or the applicable Option Agreement.

(c) Certain Determinations. Any determination of the number of Shares outstanding and the holders thereof (whether for purposes of determining the Super-Majority Shareholders, the Two-Thirds Shareholders, the Majority Shareholders, the Shareholders' respective Pro Rata Shares or otherwise) at a time when the voting rights of one or more Shareholders' Shares have been suspended shall be made as though such Shareholders were not Shareholders and their Shares were not outstanding.

8.6 Shares Subject to this Shareholders' Agreement. This Shareholders' Agreement shall apply to, and the term "Shares" shall include, (i) the Shares held by the Shareholders on the date hereof, (ii) any Shares issued to any Shareholder as a result of a share dividend or in addition to or upon exchange for Shares, (iii) any Shares issued to any Shareholder pursuant to such Shareholder's exercise of an option or warrant, (iv) any Shares issued to a Shareholder upon conversion of Shares and (v) any shares of Common Stock otherwise purchased, acquired or issued to any Shareholder. All certificates evidencing Shares subject to this Shareholders' Agreement shall, on the reverse thereof, contain the restrictive legend set forth in Section 8.2 or a substantially similar legend.

8.7 Documentation. Each Shareholder hereby agrees, upon request of any Other Shareholder to execute and to deliver to the Other Shareholder any and all documents and other instruments, including, without limitation, appropriate assignments separate from certificate, which may be necessary or required by either of the Shareholders to achieve the purchase, sale and transfer of any of the Shares under and pursuant to this Shareholders' Agreement.

8.8 Notices. Any and all notices or other communications provided for herein shall be in writing or shall be delivered by phone mail, return receipt requested, and shall be considered duly given upon the earliest to occur of (i) personal delivery (including delivery by messenger or overnight courier), (ii) three days after being mailed by certified or registered mail, return receipt requested, postage prepaid or (iii) upon delivery by phone mail message, return

receipt requested, followed in reasonable due course by a writing by facsimile or other method prescribed herein. All written notices shall be addressed to the parties hereto at their addresses set forth in the Stock Purchase Agreement. Any party hereto may change his or its address by giving notice to the other parties hereto as provided herein.

8.9 Pronouns and Headings. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural wherever the context and facts require such construction. The captions and headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

8.10 Severability. It is the intent and desire of the parties that the provisions of this Agreement (including, without limitation, the restrictive provisions of Section 7) be enforced to the fullest extent permissible under the laws and public policies as applied in each jurisdiction in which

-24-

enforcement of the provisions of this Agreement are sought. If any particular provision of by this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be amended, without any action on the part of either party hereto, to delete therefrom the portion so adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable in its entirety, this Agreement shall be amended to delete such provision therefrom and the remainder of this Agreement shall remain in full force and effect.

8.11 Entire Agreement; Amendment. This Agreement, together with the Other Agreements, contain the entire agreement between the parties with respect to the transactions contemplated herein and therein, and supersede all prior agreements and understandings between the parties relating to the subject matter hereof and thereof (including, without limitation, that certain Third Amended and Restated Stock Restriction Agreement dated as of January 26, 1995 among the Company and the shareholders party thereto and any employment agreement, letter agreement or other understanding regarding employment, all of which have been terminated). Unless otherwise provided herein, this Agreement may be altered or amended only by an instrument in writing signed by each of the Shareholders.

8.12 Specific Performance. The parties acknowledge and agree that the Shares of the Company cannot be readily purchased or sold in the open market, and that for that reason, among others, the parties will be irreparably damaged in the event that this Shareholders' Agreement is not specifically enforced. Should any dispute arise concerning the sale or disposition of any Shares, an injunction may be issued restraining any sale or disposition pending the determination of such controversy, without the necessity of posting bond. In the event of any controversy concerning the right or obligation of a Shareholder or the Company to sell or purchase the Shares, the rights of the Shareholder and the Company shall be enforceable in a court of equity by a decree of specific performance. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties may have.

8.13 Governing Law; Exclusive Jurisdiction. This Agreement shall be construed and enforced in accordance with and interpreted by the internal laws of the State of Illinois. The parties hereby consent to service of process and to the exclusive jurisdiction of any appropriate court located in Cook County, Illinois in any action to enforce the provisions of this Agreement.

8.14 Binding Effect. This Shareholders' Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

8.15 Counterparts. This Shareholders' Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which

together shall constitute one and the same instrument.

8.16 Attorney's Fees. If any legal action, including an action for declaratory relief, is brought to enforce any provision of this Shareholders' Agreement, the prevailing party or parties, as the case may be, shall be entitled to recover his, its or their respective reasonable attorneys' fees from non-prevailing party or parties, as the case may be. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which any prevailing party may be entitled.

8.17 Consent of Spouse; Insertion in Will. Each married Shareholder, or, if currently unmarried, each Shareholder upon his marriage, agrees to obtain the consent and approval of his spouse, by the execution hereof of such spouse, to all of the terms and provisions of this Shareholders' Agreement. Each Shareholder agrees to insert in his last will and testament, applicable Estate Trust or other similar instrument, or execute a codicil or amendment thereto, directing and authorizing his personal representatives to fulfill and comply with the provisions hereof and to sell and transfer his Shares in accordance with the terms and provisions of this Shareholders' Agreement.

\* \* \*

IN WITNESS WHEREOF, the parties have executed this Shareholders' Agreement as of the day and year first above written.

THE COMPANY:

-----

METZLER & ASSOCIATES, INC.

By:

-----

Its:

-----

By:

-----

Its:

-----

THE SHAREHOLDERS:

-----

-----

James R. Blomberg

-----

David J. Donovan

-----

Stephen R. Goldfield

-----

Gerald R. Lanz

-----

Robert P. Maher

-----  
Richard J. Metzler

-----  
James T. Ruprecht

-27-

List of Exhibits:

- Exhibit A -- Articles and By-Laws  
Exhibit B -- Form of Agreement to be Bound by Shareholders' Agreement for Estate Trusts  
Exhibit C -- Form of Agreement to be Bound by Shareholders' Agreement for Bona Fide Purchaser  
Exhibit D -- Form of Five Year Unsecured Promissory Note  
Exhibit E -- Form of Three Year Unsecured Promissory Note

-28-

SPOUSAL CONSENT  
-----

The undersigned, the spouse of one of the Shareholders of Metzler & Associates, Inc., an Illinois corporation, does hereby consent to the execution of the foregoing Shareholders' Agreement and the consummation of the transactions contemplated thereby.

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

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

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

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

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

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

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

EXHIBIT C

-----  
AGREEMENT BY ESTATE TRUST TO BE  
BOUND BY SHAREHOLDERS' AGREEMENT  
-----

Reference is hereby made to that certain Shareholders' Agreement of Metzler & Associates, Inc., an Illinois corporation (the "COMPANY"), dated as of January 1, 1996 (the "SHAREHOLDERS' AGREEMENT") among the Company and the shareholders of the Company parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Shareholders' Agreement.

The undersigned, individually and in his capacity as trustee of the indicated trust, which the undersigned represents and warrants is his Estate Trust qualified to be a shareholder of an "S Corporation" under the Code, acknowledges and agrees to be bound by the terms of the Shareholders' Agreement. The undersigned further represents that he has the sole and exclusive power to act as trustee under the Estate Trust and acknowledges and confirms that certain of his rights, including, without limitation his rights to vote such Shares and to purchase Other Shareholders' Shares, will be suspended if he ceases to have such sole and exclusive right.

\_\_\_\_\_  
\_\_\_\_\_, individually and in  
his capacity as trustee under that  
certain Trust under agreement  
dated \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT D

-----  
AGREEMENT BY BONA FIDE PURCHASER TO BE  
BOUND BY SHAREHOLDERS' AGREEMENT  
-----

Reference is hereby made to that certain Shareholders' Agreement of Metzler & Associates, Inc., an Illinois corporation (the "COMPANY"), dated as of January 1, 1996 (the "SHAREHOLDERS' AGREEMENT") among the Company and the shareholders of the Company parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Shareholders' Agreement.

In consideration for the right to acquire Shares held by \_\_\_\_\_ (the "SHAREHOLDER") and in order to obtain the benefit and burdens of the Shareholders' Agreement, the undersigned agrees to be bound by the terms and conditions of the Shareholders' Agreement as a Shareholder thereunder.

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

Dated: -----

SPOUSAL CONSENT  
-----

The undersigned, the spouse of one of the Shareholders of Metzler & Associates, Inc., an Illinois corporation, does hereby consent to the execution of the above-referenced Shareholders' Agreement and the consummation of the transactions contemplated thereby.

-----  
Print Name: -----

Dated: -----\*\*BAD\*\*

AMENDMENT  
TO  
PROMISSORY NOTE  
DATED SEPTEMBER 3, 1996

This Amendment is made as of this 3rd day of September, 1996 (the "Effective Date") by and between Richard J. Metzler ("Maker"), and Metzler & Associates, Inc., an Illinois corporation ("Payee").

WHEREAS, Maker executed that certain promissory note dated May 1, 1996 in the principal amount of \$725,000 in favor of Payee (the "Note"); and

WHEREAS, Maker and Payee now desire to amend the Note in certain respects;

NOW THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Maker and Payee agree to the following amendments to the Note:

1. AMENDMENT TO PROMISSORY NOTE. Effective as of the Effective Date, the Promissory Note is hereby amended as follows:

(a) Section 4 is hereby amended to delete the word "Subject" beginning the first sentence and to substitute therefor the following language:

Provided that an initial public offering of shares of common stock of Payee or any successor ("IPO") occurs on or before December 31, 1996, the entire unpaid principal amount together with any accrued but unpaid interest shall be due and payable immediately following the closing of the IPO. If the IPO has not occurred prior to December 31, 1996, subject

(b) Section 6 is hereby amended to delete the word "Each" beginning the first sentence and to substitute therefor the following language:

If the IPO has not occurred prior to December 31, 1996, each

2. Reference to the Effect on the Note.

(a) On and after the Effective Date, each reference in the Note to "this Note," "hereunder," "herein" or words of like import shall mean and be a reference to the Note as amended hereby.

(b) Except as specifically amended above, the Note shall remain in full force and effect, and is hereby ratified and confirmed by Maker.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power, or remedy of Payee, nor constitute a waiver of any provision of the Note.

3. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

/s/ Richard J. Metzler

-----  
Richard J. Metzler

Metzler & Associates, Inc.

By: /s/ Robert P. Maher

-----  
Title: PRESIDENT  
-----

LIST OF SUBSIDIARIES

Metzler & Associates, Inc.

INDEPENDENT AUDITORS' CONSENT

The Board of Directors  
The Metzler Group, Inc.:

We consent to the use of our report included herein and to the references to our firm under the headings "Selected Financial Data" and "Experts" in the prospectus.

KPMG Peat Marwick LLP

Chicago, Illinois

September 4, 1996

<ARTICLE> 5

<LEGEND> This schedule contains summary financial information extracted from financial statements and notes of The Metzler Group, Inc. as of December 31, 1995 and June 30, 1996 and for the year ended December 31, 1995 and the six months ended June 30, 1996 and is qualified in its entirety by reference to such financial statements.

</LEGEND>

<PERIOD-TYPE>	YEAR	6-MOS
<FISCAL-YEAR-END>	DEC-31-1995	DEC-31-1996
<PERIOD-START>	JAN-01-1995	JAN-01-1996
<PERIOD-END>	DEC-31-1995	JUN-30-1996
<CASH>	223,235	226,000
<SECURITIES>	0	0
<RECEIVABLES>	2,288,878	4,315,355
<ALLOWANCES>	0	0
<INVENTORY>	0	0
<CURRENT-ASSETS>	2,520,052	4,927,653
<PP&E>	719,046	747,153
<DEPRECIATION>	459,520	505,505
<TOTAL-ASSETS>	2,779,578	5,652,634
<CURRENT-LIABILITIES>	2,470,694	2,667,126
<BONDS>	45,886	38,331
<COMMON>	9,714	9,714
<PREFERRED-MANDATORY>	0	0
<PREFERRED>	0	0
<OTHER-SE>	233,379	2,773,448
<TOTAL-LIABILITY-AND-EQUITY>	2,779,578	5,652,634
<SALES>	0	0
<TOTAL-REVENUES>	13,459,725	10,856,647
<CGS>	0	0
<TOTAL-COSTS>	6,421,560	5,214,810
<OTHER-EXPENSES>	7,650,047	1,403,341
<LOSS-PROVISION>	0	0
<INTEREST-EXPENSE>	50,893	20,394
<INCOME-PRETAX>	(739,232)	4,226,069
<INCOME-TAX>	(266,000)	86,000
<INCOME-CONTINUING>	(473,232)	4,140,069
<DISCONTINUED>	0	0
<EXTRAORDINARY>	0	0
<CHANGES>	0	0
<NET-INCOME>	(473,232)	4,140,069
<EPS-PRIMARY>	(.05)	.43
<EPS-DILUTED>	(.05)	.43