Table of Contents

As filed with the Securities and Exchange Commission on January 20, 2011

Registration No. 333-171487

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

AMENDMENT NO. 1
TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

EVERCORE PARTNERS INC.
(Exact name of registrant as specified in its charter)

Delaware	**20-478747**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

55 East 52nd Street
New York, NY 10055
Telephone: (212) 857-3100
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Adam B. Frankel, Esq.
Senior Managing Director and
General Counsel
Evercore Partners Inc.
55 East 52nd Street
New York, NY 10055
Telephone: (212) 857-3100
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Joshua Ford Bonnie, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017-3954
Telephone: (212) 455-2000
Facsimile: (212) 455-2502

Approximate date of commencement of proposed sale to the public: *From time to time after the effective date of this Registration Statement*.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

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, other than securities offered only in connection with dividend or interest reinvestment plans, 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 this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

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

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

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 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

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

Subject to Completion, dated January 20, 2011

Prospectus

214,965 Shares

EVERCORE PARTNERS INC.

Class A Common Stock

This prospectus covers 214,965 shares of our Class A common stock that may be offered for resale by selling stockholders. These shares consist of shares of our Class A common stock that we issued to the selling stockholders in connection with our purchase of an equity interest in Atalanta Sosnoff Capital, LLC. We are not offering any shares of Class A common stock pursuant to this prospectus and we will not receive any of the proceeds from the sale of shares by the selling stockholders.

This prospectus describes the general manner in which the shares of Class A common stock may be offered and sold by the selling stockholders. If necessary, the specific manner in which shares of Class A common stock may be offered and sold will be described in a supplement to this prospectus.

The shares of Class A common stock are listed on the New York Stock Exchange under the symbol “EVR.” On January 19, 2011, the last reported sale price of the Class A common stock on the New York Stock Exchange was $34.51 per share.

Investing in our Class A common stock involves risks. See the risks described under “Risk Factors” in Item 1A of our most recent Annual Report on Form 10-K and Item 1A of each subsequently filed Quarterly Report on Form 10-Q or Annual Report on Form 10-K (which documents are incorporated by reference herein), as well as the other information contained or incorporated by reference in this prospectus or in any prospectus supplement hereto before making a decision to invest in our Class A common stock. See “Incorporation by Reference” and “Where You Can Find More Information” in this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission or other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2011

TABLE OF CONTENTS

You should rely only on the information contained or incorporated by reference in this prospectus or any supplement to this prospectus. We have not authorized anyone to provide you with different information. The selling stockholders are not making an offer to sell or seeking an offer to buy these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus or any supplement to this prospectus is accurate as of any date other than the date on the front cover of those documents. You should read all information supplementing this prospectus.

In this prospectus, references to “Evercore”, the “Company”, “we”, “us” and “our” refer to Evercore Partners Inc., a Delaware corporation, and its consolidated subsidiaries. Unless the context otherwise requires, references to (1) “Evercore Partners Inc.” refer solely to Evercore Partners Inc., and not to any of its consolidated subsidiaries and (2) “Evercore LP” refer solely to Evercore LP, a Delaware limited partnership, and not to any of its consolidated subsidiaries.

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, using a “shelf” registration process. Under the shelf registration process, the selling stockholders may offer or sell from time to time up to an aggregate of 214,965 shares of Class A common stock in one or more offerings.

Pursuant to the registration rights agreement (the “Registration Rights Agreement”) dated May 28, 2010, by and among Evercore Partners Inc. and the selling stockholders, Evercore Partners Inc., at its expense and subject to certain limitations, must register on a “shelf” registration statement under the Securities Act all of the shares of Class A common stock received by the selling stockholders in connection with our purchase of an equity interest in Atalanta Sosnoff Capital, LLC, which we refer to as the registrable securities. In addition, pursuant to the Registration Rights Agreement, Evercore Partners Inc. has agreed to indemnify and hold harmless all holders of registrable securities and certain of their affiliates against certain losses, claims, damages or liabilities, including certain liabilities under the Securities Act.

EVERCORE PARTNERS

Evercore is one of the leading independent investment banking advisory firms in the world based on the dollar volume of announced worldwide merger and acquisition ("M&A") transactions on which we have advised since 2000. When we use the term "independent investment banking advisory firm," we mean an investment banking firm that directly or through its affiliates does not engage in commercial banking or proprietary trading activities. We operate around the world from our offices in New York, San Francisco, Boston, Washington D.C., Los Angeles, Houston, London, Mexico City and Monterrey through two business segments: Investment Banking; and Investment Management.

Our Investment Banking segment includes our Advisory business through which we provide advice to clients on significant mergers, acquisitions, divestitures and other strategic corporate transactions, with a particular focus on advising prominent multinational corporations and substantial private equity firms on large, complex transactions. We also provide restructuring advice to companies in financial transition, as well as to creditors, shareholders and potential acquirers. In addition, we provide our clients with capital markets advice, underwrite securities offerings and raise funds for financial sponsors. Our Investment Banking segment also includes our Institutional Equities business through which we have recently begun to offer equity research and agency-only equity securities trading for institutional investors.

Our Investment Management segment includes our Institutional Asset Management business through which we manage financial assets for sophisticated institutional investors and provide independent fiduciary services to corporate employee benefit plans, our Wealth Management business through which we provide wealth management services for high net-worth individuals, and our Private Equity business through which we manage private equity funds.

Evercore Partners Inc. was incorporated in Delaware on July 21, 2005. Our principal executive offices are located at 55 East 52nd Street, New York, NY 10055, and our telephone number is (212) 857-3100.

FORWARD-LOOKING STATEMENTS

This prospectus contains or incorporates by reference forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which reflect our current views with respect to, among other things, our operations and financial performance. In some cases, you can identify these forward-looking statements by the use of words such as "outlook", "believes", "expects", "potential", "continues", "may", "will", "should", "seeks", "approximately", "predicts", "intends", "plans", "estimates", "anticipates" or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks and uncertainties.

Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. All statements other than statements of historical fact are forward-looking statements and are based on various underlying assumptions and expectations and are subject to known and unknown risks, uncertainties and assumptions, and may include projections of our future financial performance based on our growth strategies and anticipated trends in Evercore's business. We believe these factors include, but are not limited to, those described under "Risk Factors" in Item 1A of our most recent Annual Report on Form 10-K and Item 1A of each subsequently filed Quarterly Report on Form 10-Q or Annual Report on Form 10-K (which documents are incorporated by reference herein), as well as the other information contained or incorporated by reference in this prospectus or in any prospectus supplement hereto. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included or incorporated by reference in this prospectus or in any prospectus supplement hereto. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise.

We operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for our management to predict all risks and uncertainties, nor can management assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

USE OF PROCEEDS

We will not receive any proceeds from the sale of shares of Class A common stock by the selling stockholders.

CERTAIN UNITED STATES FEDERAL INCOME AND ESTATE TAX CONSEQUENCES TO NON-U.S. HOLDERS OF CLASS A COMMON STOCK

The following is a summary of certain material United States federal income and estate tax consequences of the purchase, ownership and disposition of our Class A common stock as of the date hereof. Except where noted, this summary deals only with Class A common stock that is held as a capital asset by a non-U.S. holder.

A "non-U.S. holder" means a person (other than a partnership) that is not for United States federal income tax purposes any of the following:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source;
- or a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income and estate tax consequences different from those summarized below. This summary does not address all aspects of United States federal income and estate taxes and does not deal with foreign, state, local or other tax considerations that may be relevant to non-U.S. holders in light of their personal circumstances. In addition, it does not represent a detailed description of the United States federal income tax consequences applicable to you if you are subject to special treatment under the United States federal income tax laws (including if you are a United States expatriate, "controlled foreign corporation", "passive foreign investment company", a partnership or other pass-through entity for United States Federal Income tax purposes). We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary.

If a partnership holds our Class A common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our Class A common stock, you should consult your tax advisors.

If you are considering the purchase of our Class A common stock, you should consult your own tax advisors concerning the particular United States federal income and estate tax consequences to you of the ownership of the Class A common stock, as well as the consequences to you arising under the laws of any other taxing jurisdiction.

Dividends

Dividends paid to a non-U.S. holder of our Class A common stock generally will be subject to withholding of United States federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, are attributable to a United States permanent establishment) are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to United States federal income tax on a net income basis in the same manner as if the non-U.S. holder were a United States person as defined under the Code, unless an applicable income tax treaty provides otherwise. Any such effectively connected dividends received by a foreign corporation may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A non-U.S. holder of our Class A common stock who wishes to claim the benefit of an income tax treaty or claim exemption from withholding because the income is effectively connected with the conduct of a trade or business in the United States will be required to (a) complete Internal Revenue Service Form W-8BEN (or other

applicable form), for treaty benefits, or W-8ECI (or other applicable form), for effectively connected income, respectively, or (b) if our Class A common stock is held through certain foreign intermediaries, satisfy the relevant certification requirements of applicable United States Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that are pass-through entities rather than corporations or individuals.

A non-U.S. holder of our Class A common stock eligible for a reduced rate of United States withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the Internal Revenue Service.

Gain on Disposition of Class A Common Stock

Any gain realized on the disposition of our Class A common stock generally will not be subject to United States federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-U.S. holder);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a “United States real property holding corporation” for United States federal income tax purposes.

An individual non-U.S. holder described in the first bullet point immediately above will be subject to tax on the net gain derived from the sale at regular graduated United States federal income tax rates. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a flat 30% tax on the gain derived from the sale, which may be offset by United States source capital losses, even though the individual is not considered a resident of the United States. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a United States person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty.

We believe we are not and do not anticipate becoming a “United States real property holding corporation” for United States federal income tax purposes.

Federal Estate Tax

Common stock held by an individual non-U.S. holder at the time of death will be included in such holder’s gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Information Reporting and Backup Withholding

We must report annually to the Internal Revenue Service and to each non-U.S. holder the amount of dividends paid to such holder and the tax withheld with respect to such dividends, regardless of whether withholding was required. Copies of the information returns reporting such dividends and withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will be subject to backup withholding for dividends paid to such holder unless such holder certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a United States person as defined under the Code), or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale of our Class A common stock within the United States or conducted through certain United States-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person as defined under the Code) or such owner otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's United States federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Additional Withholding Requirements

Under recently enacted legislation, the relevant withholding agent may be required to withhold 30% of any dividends and the proceeds of a sale of our common stock paid after December 31, 2012 to (i) a foreign financial institution unless such foreign financial institution agrees to verify, report and disclose its U.S. accountholders and meets certain other specified requirements or (ii) a non-financial foreign entity that is the beneficial owner of the payment unless such entity certifies that it does not have any substantial United States owners or provides the name, address and taxpayer identification number of each substantial United States owner and such entity meets certain other specified requirements.

DESCRIPTION OF CAPITAL STOCK

The following description of our capital stock is a summary and is qualified in its entirety by reference to our certificate of incorporation and by-laws, the forms or copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part. See “Incorporation by Reference” and “Where You Can Find More Information.”

Our authorized capital stock consists of 1,000,000,000 shares of Class A common stock, par value $.01 per share, 1,000,000 shares of Class B common stock, par value $.01 per share and 100,000,000 shares of preferred stock, par value $.01 per share. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Common Stock

Class A common stock

Holders of our Class A common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders.

Holders of our Class A common stock are entitled to receive dividends when and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our dissolution or liquidation or the sale of all or substantially all of our assets, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of our Class A common stock will be entitled to receive pro rata our remaining assets available for distribution.

Holders of our Class A common stock do not have preemptive, subscription, redemption or conversion rights.

Subject to the transfer restrictions set forth in the Evercore LP partnership agreement, holders of partnership units in Evercore LP (other than Evercore Partners Inc.) may exchange these partnership units for shares of Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications.

Class B common stock

Each holder of Class B common Stock shall be entitled, without regard to the number of shares of Class B common stock held by such holder, to one vote for each partnership unit in Evercore LP held by such holder.

Holders of our Class A common stock and Class B common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law.

Holders of our Class B common stock do not have any right to receive dividends or to receive a distribution upon a liquidation or winding up of Evercore Partners Inc.

Preferred Stock

Our certificate of incorporation authorizes our board of directors to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or by any stock exchange, the authorized shares of preferred stock will be available for issuance without further action by you. Our board of directors is able to determine, with respect to any series of preferred stock, the terms and rights of that series, including:

- the designation of the series;

- the number of shares of the series, which our board may, except where otherwise provided in the preferred stock designation, increase or decrease, but not below the number of shares then outstanding;
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of our company;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of our company or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

We could issue a series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of you might believe to be in your best interests or in which you might receive a premium for your Class A common stock over the market price of the Class A common stock.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of the New York Stock Exchange, which would apply so long as the Class A common stock remains listed on the New York Stock Exchange, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of Class A common stock (assuming, in this latter case, the exchange of outstanding Evercore LP partnership units not held by Evercore Partners Inc.). These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares at prices higher than prevailing market prices.

Anti-Takeover Effects of Provisions of Delaware Law

We are a Delaware corporation subject to Section 203 of the Delaware General Corporation Law. Section 203 provides that, subject to certain exceptions specified in the law, a Delaware corporation shall not engage in certain “business combinations” with any “interested stockholder” for a three-year period after the date of the transaction in which the person became an interested stockholder unless:

- prior to such time, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors and authorized by the affirmative vote of holders of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a “business combination” includes a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an “interested stockholder” is a person who, together with that person’s affiliates and associates, owns, or within the previous three years did own, 15% or more of our voting stock.

Under certain circumstances, Section 203 makes it more difficult for a person who would be an “interested stockholder” to effect various business combinations with a corporation for a three-year period. The provisions of Section 203 may encourage companies interested in acquiring our company to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder. These provisions also may make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is BNY Mellon.

Listing

Our Class A common stock is listed on the New York Stock Exchange under the symbol “EVR.”

SELLING STOCKHOLDERS

The following table sets forth information with respect to the selling stockholders and the shares of our Class A common stock beneficially owned by the selling stockholders as of December 30, 2010 that may from time to time be offered or sold pursuant to this prospectus. The selling stockholders may offer all, some or none of their shares of Class A common stock. We cannot advise you as to whether selling stockholders will, in fact, sell any or all of such shares of Class A common stock. In addition, the selling stockholders listed in the table below may have sold, transferred or otherwise disposed of, or may sell, transfer or otherwise dispose of, at any time and from time to time, shares of our Class A common stock in transactions exempt from the registration requirements of the Securities Act after the date on which they provided the information set forth on the table below.

	Number of Shares Beneficially Owned Before the Offering		Maximum Number of Shares Being Offered Hereby	Number of Shares Beneficially Owned After the Offering(1)	
Name of Selling Stockholder	Number	Percent	Number	Number	Percent
MTS Holding Corp(2)	123,323	*	123,323	0	0%
Craig B. Steinberg	70,517	*	70,517	0	0%
Kevin S. Kelly	9,279	*	9,279	0	0%
Jack McMullan	5,923	*	5,923	0	0%
Robert F. Ruland	5,923	*	5,923	0	0%

* Less than 1%.

(1) For purposes of this table only we have assumed that the selling stockholders will sell all of the shares of Class A common stock offered by this prospectus.

(2) MTS Holding Corp is wholly-owned by Martin T. Sosnoff, who exercises sole voting and investment control over the shares of Class A common stock held by MTS Holding Corp.

The selling stockholders are current or former officers and directors (or an entity owned by such a person) of Atalanta Sosnoff Capital, LLC, an entity in which we have a 49% equity interest.

For purposes of this prospectus, selling stockholders include partners, donees, pledgees, direct and indirect transferees or other successors-in-interest from time to time selling shares received from a named selling stockholder as a gift, pledge, partnership distribution or other non-sale transfer.

We will pay the expenses incurred to register the shares being offered by the selling stockholders for resale, but the selling stockholders will pay any underwriting discounts and brokerage commissions associated with these sales.

PLAN OF DISTRIBUTION

The selling stockholders, and their pledgees, donees, transferees or other successors in interest, may from time to time offer and sell, separately or together, some or all of the shares of Class A common stock covered by this prospectus. Registration of the shares of Class A common stock covered by this prospectus does not mean, however, that those shares of Class A common stock necessarily will be offered or sold.

The shares of Class A common stock covered by this prospectus may be sold from time to time, at market prices prevailing at the time of sale, at prices related to market prices, at a fixed price or prices subject to change or at negotiated prices, by a variety of methods including the following:

- on the New York Stock Exchange (including through at the market offerings);
- in the over-the-counter market;
- in privately negotiated transactions;
- through broker/dealers, who may act as agents or principals;
- through one or more underwriters on a firm commitment or best-efforts basis;
- in a block trade in which a broker/dealer will attempt to sell a block of shares of Class A common stock as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- through put or call option transactions relating to the shares of Class A common stock;
- directly to one or more purchasers;
- through agents; or
- in any combination of the above.

In effecting sales, brokers or dealers engaged by the selling stockholders may arrange for other brokers or dealers to participate. Broker/dealer transactions may include:

- purchases of the shares of Class A common stock by a broker/dealer as principal and resales of the shares of Class A common stock by the broker/dealer for its account pursuant to this prospectus;
- ordinary brokerage transactions; or
- transactions in which the broker/dealer solicits purchasers on a best efforts basis.

The selling stockholders have not entered into any agreements, understandings or arrangements with any underwriters or broker/dealers regarding the sale of the shares of Class A common stock covered by this prospectus. At any time a particular offer of the shares of Class A common stock covered by this prospectus is made, a revised prospectus or prospectus supplement, if required, will set forth the aggregate amount of shares of Class A common stock covered by this prospectus being offered and the terms of the offering, including the name or names of any underwriters, dealers, brokers or agents. In addition, to the extent required, any discounts, commissions, concessions and other items constituting underwriters' or agents' compensation, as well as any discounts, commissions or concessions allowed or reallowed or paid to dealers, will be set forth in such revised prospectus supplement. Any such required prospectus supplement, and, if necessary, a post-effective amendment to the registration statement of which this prospectus is a part, will be filed with the SEC to reflect the disclosure of additional information with respect to the distribution of the shares of Class A common stock covered by this prospectus.

The selling stockholders may also authorize agents or underwriters to solicit offers by certain types of institutional investors to purchase securities at the public offering price set forth in the revised prospectus or prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. The conditions to these contracts and the commission that the selling stockholders must pay for solicitation of these contracts will, to the extent required, be described in a revised prospectus or prospectus supplement.

In connection with the sale of the shares of Class A common stock covered by this prospectus through underwriters, underwriters may receive compensation in the form of underwriting discounts or commissions and may also receive commissions from purchasers of shares of Class A common stock for whom they may act as agent. Underwriters may sell to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agent.

The selling stockholders and any underwriters, broker/dealers or agents participating in the distribution of the shares of Class A common stock covered by this prospectus may be deemed to be "underwriters" within the meaning of the Securities Act, and any commissions received by any of those underwriters, broker/dealers or agents may be deemed to be underwriting commissions under the Securities Act.

We estimate that the total expenses in connection with the offer and sale of shares of Class A common stock pursuant to this prospectus, other than underwriting discounts and commissions, will be approximately $80,000, including fees of our counsel and accountants, fees payable to the SEC and listing fees.

Evercore Partners Inc. and the selling stockholders may agree to indemnify underwriters, broker/dealers or agents against certain liabilities, including liabilities under the Securities Act, and may also agree to contribute to payments which the underwriters, broker/dealers or agents may be required to make.

Certain of the underwriters, broker/dealers or agents who may become involved in the sale of the shares of Class A common stock may engage in transactions with and perform other services for us in the ordinary course of their business for which they receive customary compensation.

Some of the shares of Class A common stock covered by this prospectus may be sold by selling stockholders in private transactions or under Rule 144 under the Securities Act rather than pursuant to this prospectus.

Evercore Partners Inc. has agreed to indemnify and hold harmless the selling stockholders and certain of their affiliates against certain losses, claims, damages or liabilities, including certain liabilities under the Securities Act.

LEGAL MATTERS

The validity of the Class A common stock will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York. An investment vehicle composed of certain partners of Simpson Thacher & Bartlett LLP, members of their families, related parties and others own an interest representing less than 1% of the capital commitments of investment funds managed by Evercore. Richard I. Beattie, a partner of Simpson Thacher & Bartlett LLP, is a member of our Board of Directors.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K and the effectiveness of the Company's internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

INCORPORATION BY REFERENCE

The SEC's rules allow us to "incorporate by reference" information into this prospectus. This means that we can disclose important information to you by referring you to another document. Any information referred to in this way is considered part of this prospectus from the date we file that document. Any reports filed by us with the SEC after the date of the initial registration statement and prior to effectiveness of the registration statement and any reports filed by us with the SEC after the date of this prospectus and before the date that the offerings of the shares of Class A common stock by means of this prospectus are terminated will automatically update and, where applicable, supersede any information contained in this prospectus or incorporated by reference in this prospectus.

We incorporate by reference into this prospectus the following documents or information filed with the SEC:

1. Annual Report on Form 10–K for the year ended December 31, 2009, filed on February 22, 2010 (File No. 001–32975);
2. Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, filed May 5, 2010 (File No. 001–32975);
3. Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, filed August 6, 2010 (File No. 001–32975);
4. Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, filed November 5, 2010 (File No. 001–32975);
5. Current Report on Form 8–K, dated February 11, 2010, filed on February 16, 2010 (File No. 001–32975);
6. Current Report on Form 8–K, dated February 19, 2010, filed on February 23, 2010 (File No. 001–32975);
7. Current Report on Form 8–K, dated March 4, 2010, filed on March 5, 2010 (except Item 7.01 which was furnished to, but not filed with, the SEC) (File No. 001–32975);
8. Current Report on Form 8–K, dated June 8, 2010, filed on June 9, 2010 (File No. 001–32975);
9. Current Report on Form 8–K, dated September 14, 2010, filed on September 14, 2010 (File No. 001–32975);
10. Current Report on Form 8–K, dated September 15, 2010, filed on September 16, 2010 (File No. 001–32975);
11. Current Report on Form 8-K, dated December 29, 2010, filed on January 4, 2011 (File No. 001-32975);
12. Proxy Statement on Schedule 14A, dated April 26, 2010, filed April 26, 2010 (File No. 001–32975)
13. The description of shares of Class A common stock contained in the Registration Statement on Form 8–A, dated August 7, 2006 (File No. 001–32975), of Evercore Partners Inc., filed with the SEC under Section 12(b) of the Securities Exchange Act of 1934; and
14. All documents filed by Evercore Partners Inc. under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of the initial registration statement and prior to effectiveness of the registration statement and after the date of this prospectus and before the termination of the offerings to which this prospectus relates.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this prospectus, excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. You can request those documents from Evercore Partners Inc., at 55 East 52nd Street, New York, New York 10055. You also may contact us at (212) 857-3100 or visit our website at http://www.evercore.com for copies of those documents. Our website and the information contained on our website are not a part of this prospectus, and you should not rely on any such information in making your decision whether to purchase the shares offered hereby.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-3 with the SEC relating to the shares of Class A common stock covered by this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and our Class A common stock, we refer you to the registration statement and to its exhibits. Statements in this prospectus about the contents of any contract, agreement or other document are not necessarily complete and, in each instance, we refer you to the copy of such contract, agreement or document filed as an exhibit to the registration statement, with each such statement being qualified in all respects by reference to the document to which it refers. Anyone may inspect the registration statement and its exhibits and schedules without charge at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain copies of all or any part of these materials from the SEC upon the payment of certain fees prescribed by the SEC.

You may obtain further information about the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. You may also inspect these reports and other information without charge at a website maintained by the SEC. The address of this site is http://www.sec.gov.

We are subject to the information requirements of the Exchange Act, and we are required to file annual, quarterly and current reports, proxy statements and other information with the SEC. You may inspect and copy these reports, proxy statements and other information at the public reference facilities maintained by the SEC at the address noted above. You also are able to obtain copies of this material from the Public Reference Room of the SEC as described above, or inspect them without charge at the SEC's website. Our filings with the SEC are also available to the public through the New York Stock Exchange, 20 Broad Street, New York, New York 10005. We make available free of charge on the Investor Relations section of our website (http://ir.evercore.com) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed or furnished with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act. We intend to make available to our stockholders annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses incurred or expected to payable by us in connection with the sale and distribution of the securities being registered. We will bear all costs associated with the sale and distribution of the securities being registered and the selling stockholders will not bear any such costs. All amounts except the SEC registration fee are estimated.

SEC Registration Fee	$ 844.81
Printing Expenses	$ 25,000
Accounting Fees and Expenses	$ 12,000
Legal Fees and Expenses	$ 15,000
Miscellaneous	$27,155.19
Total	$ 80,000

Item 15. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law provides, in summary, that directors and officers of Delaware corporations are entitled, under certain circumstances, to be indemnified against all expenses and liabilities (including attorneys' fees) incurred by them as a result of suits brought against them in their capacity as a director or officer, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to our best interests, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct was unlawful; provided that no indemnification may be made against expenses in respect of any claim, issue or matter as to which they shall have been adjudged to be liable to us, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, they are fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Any such indemnification may be made by us only as authorized in each specific case upon a determination by the stockholders, disinterested directors or independent legal counsel that indemnification is proper because the indemnitee has met the applicable standard of conduct.

Our certificate of incorporation provides that we will indemnify our directors and officers to the fullest extent permitted by law and that no director shall be liable for monetary damages to us or our stockholders for any breach of fiduciary duty, except to the extent provided by applicable law.

We currently maintain liability insurance for our directors and officers. Such insurance is available to our directors and officers in accordance with its terms.

Item 16. Exhibits.

Following is a complete list of exhibits filed as part of this Registration Statement, which are incorporated herein.

Exhibit No.	Description of Exhibit
4.1	Amended and Restated Certificate of Incorporation of the Registrant(1)
4.2	Amended and Restated Bylaws of the Registrant(2)
4.3	Registration Rights Agreement, dated May 28, 2010
5.1	Opinion of Simpson Thacher & Bartlett LLP regarding the legality of the securities being registered*
23.1	Consent of Deloitte & Touche LLP.
23.2	Consent of Simpson Thacher & Bartlett LLP (included in Exhibit 5.1).
24.1	Power of Attorney*

(1) Incorporated by Reference to the Registrant's Registration Statement on Form S-1 (Registration No. 333-134087), as amended, originally filed with the SEC on May 12, 2006.

(2) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on February 6, 2009.
* previously filed.

Item 17. Undertakings.

A. The undersigned registrant hereby undertakes:

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

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Act");

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

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

Provided, *however*, that the undertakings set forth in paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

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

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

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

If the registrant is relying on Rule 430B:

A. Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

B. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used

after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

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

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

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of New York, State of New York, on January 20, 2011.

EVERCORE PARTNERS INC.

By: /S/ ROBERT B. WALSH
Name: **Robert B. Walsh**
Title: **Chief Financial Officer**

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
*	Chief Executive Officer (Principal Executive Officer) and Director	January 20, 2011
Ralph Schlosstein		
*	Co-Chairman	January 20, 2011
Roger C. Altman		
*	Co-Chairman	January 20, 2011
Pedro Aspe		
*	Director	January 20, 2011
Richard I. Beattie		
*	Director	January 20, 2011
Francois De St. Phalle		

* **Gail Block Harris**	Director	January 20, 2011
* **Curt Hessler**	Director	January 20, 2011
* **Anthony N. Pritzker**	Director	January 20, 2011
* **Robert B. Walsh**	Chief Financial Officer (Principal Financial Officer)	January 20, 2011
* **Paul Pensa**	Controller (Principal Accounting Officer)	January 20, 2011

*By: /S/ ROBERT B. WALSH
Robert B. Walsh
as Attorney-in-Fact

Exhibit 4.3

EXECUTION COPY

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT is made and entered into as of May 28, 2010 (this "Agreement") by and among Evercore Partners Inc., a Delaware corporation (the "Company"), Martin T. Sosnoff, Craig B. Steinberg, Kevin S. Kelly, Jack McMullan and Robert F. Ruland (each an "Investor" and collectively, the "Investors").

WHEREAS, pursuant to the Purchase and Sale Agreement, dated as of March 4, 2010 (the "Purchase Agreement"), by and among the Company, Atalanta Sosnoff Capital, LLC, a New York limited liability company ("ASC"), ASC Representative, LLC, in its capacity as the representative, the sellers listed on Schedule I of the Purchase Agreement and Martin T. Sosnoff, the Company agreed to make, subject to the terms and conditions set forth in Section 2.4 of the Purchase Agreement, a Contingent Payment (as defined herein) to the Investors payable in part through the issuance of a number of shares of Common Stock (as defined herein) to be determined in accordance with the terms thereof; and

WHEREAS, the Company wishes to grant certain registration rights with respect to the Registrable Securities (as defined herein) of the Company held by the Investors, if any, as determined in accordance with Section 2.4 of the Purchase Agreement, as provided further herein and therein.

NOW THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement:

(i) "Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder;

(ii) "Affiliate" of any specified Person means any other Person directly, or indirectly through one or more intermediaries, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person whether through the ownership of voting securities or by agreement or otherwise;

(iii) "Agreement" has the meaning set forth in the recitals to this Agreement.

(iv) "Business Day" means any day other than a Saturday, a Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

(v) "Claims" has the meaning set forth in Section 8(a) of this Agreement.

(vi) "Commission" means the Securities and Exchange Commission or any other federal agency at the time administering the Act; "Common Stock" means the Company's common stock as authorized pursuant to the Company's certificate of incorporation, as may be amended or restated from time to time;

(vii) "Company" has the meaning set forth in the preamble to this Agreement and shall include any successor thereof;

(viii) "Contingent Payment" has the meaning set forth in Section 2.4(a) of the Purchase Agreement.

(ix) "End Suspension Notice" has the meaning set forth in Section 3(c) of this Agreement.

(x) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder;

(xi) "FINRA" means the Financial Industry Regulatory Authority;

(xii) "Holdback Period" has the meaning set forth in Section 7(a);

(xiii) "Holder" means each Investor and any transferee thereof to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 11;

(xiv) "Indemnified Party" has the meaning set forth in Section 8(c) of this Agreement;

(xv) "Investors" has the meaning set forth in the preamble to this Agreement;

(xvi) "Maximum Offering Size" has the meaning set forth in Section 2(d);

(xvii) "NASD" means the National Association of Securities Dealers;

(xviii) "Person" means an individual, corporation, limited liability company, trust, partnership, joint venture, association, unincorporated organization or other entity or organization;

(xix) "Purchase Agreement" has the meaning set forth in the recitals to this Agreement.

(xx) "Register," "Registered" and "Registration" mean a registration effected by preparing and filing a registration statement of the Company in compliance with the Act, and any related prospectus (and all amendments, supplements and exhibits thereto and all material incorporated by reference therein filed or required to be filed) and the declaration or ordering of effectiveness of such registration statement;

(xxi) "Registrable Securities" means (A) all shares of Common Stock issued to an Investor in payment of the Contingent Payment and held directly or indirectly by a Holder and (B) any securities of the Company issued in respect of such shares of Common Stock, including without limitation, by reason of or in connection with any stock dividend, stock distribution, stock split, spin-off or in connection with any exchange for or replacement of such shares or any combination of shares, recapitalization, merger or consolidation or other reorganization, or any other equity securities issued pursuant to any other pro rata distribution with respect to the Common Stock. As to any particular Registrable Securities, once issued such securities shall cease to be Registrable Securities when (x) they are sold pursuant to an effective registration statement under the Act, or (y) the entire amount of Registrable Securities held by such Holder thereof may be sold without limitation under Rule 144 (or any successor rule or regulation then in effect);

(xxii) "Registration Expenses" means all expenses incident to the Company's performance of or compliance with this Agreement, including, without limitation, (A) all registration, listing, qualification and filing fees (including FINRA filing fees), (B) reasonable fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one firm of counsel for the Holders (selected by a majority of the Holders) in an amount not to exceed $10,000 in the aggregate, (C) accounting fees, including the expenses of any special audits or "comfort" letters required by or incident to such performance or compliance, (D) all fees and expenses required by or incident to complying with state securities and blue sky laws (including counsel fees in connection with the preparation of a blue sky memorandum and legal investment survey and FINRA filings), (E) all preparation, printing, distributing, mailing and delivery expenses for any registration statement, prospectus, transmittal letters, securities certificates and other documents relating to the performance of and compliance with this Agreement, (F) all internal expenses of the Company (including all salaries and expenses of officers and employees performing legal or accounting duties) and (G) transfer agents' and registrars' fees and expenses;

(xxiii) "Rule 144" means Rule 144 (or any successor provision) under the Act;

(xxiv) "Seller Indemnified Parties" has the meaning set forth in Section 8(a) of this Agreement.

(xxv) "Shelf Registration Statement" has the meaning set forth in Section 3(a) of this Agreement;

(xxvi) "Suspension Event" has the meaning set forth in Section 2(a) of this Agreement of this Agreement; and

(xxvii) "Suspension Notice" has the meaning set forth in Section 2(a) of this Agreement.

2. Company Registration.

(a) *Right to Register*. Whenever the Company proposes to Register any of its Common Stock under the Act, for its own account (other than (i) a Registration relating solely to employee benefit plans, (ii) a Registration relating to a corporate reorganization or other transaction covered by Rule 145 under the Act or the registration of Common Stock as consideration for the acquisition by the Company of another Person or (iii) a rights offering) the Company will: (A) give prompt written notice thereof to each Holder, which notice shall specify the number of securities proposed to be Registered, the proposed date of filing of such registration statement with the Commission, the proposed means of distribution, the proposed managing underwriter or underwriters (if any and if known), and a good faith estimate by the Company of the proposed minimum offering price of such securities, and (B) subject to the provisions of this Section 2, file a registration statement or amendment covering all of the Registrable Securities that any Holder has requested within ten (10) Business Days after receipt of such notice from the Company to be Registered (which request shall specify the number of Registrable Securities to be disposed of by such Holder), and use commercially reasonable efforts to cause such registration statement to be declared effective under the Act. A Holder's right to include its Registrable Securities in a Registration under this Section 2(a) will be conditioned upon the timely provision by such Holder of such information as the Company may reasonably request relating to the disclosure requirements of Item 507 of Regulation S-K (or any similar disclosure requirement applicable to such Registration).

(b) *Right to Terminate Registration*. The Company will have the right to terminate, withdraw or delay any Registration initiated by it under this Section 2 prior to the effectiveness of such Registration whether or not any Holder has elected to include Registrable Securities in such Registration. The Company will give prompt written notice of such determination to each Holder that has elected to include Registrable Securities in such Registration and, in the case of a determination to terminate or withdraw the registration statement, the Company will be relieved of its obligation to Register any Registrable Securities in connection with such registration statement, and in the case of a determination to delay effectiveness, the Company will be permitted to delay effectiveness for any period. The Registration Expenses of such terminated, withdrawn or delayed Registration will be borne by the Company. In addition, for the avoidance of doubt, the Company will have the right to suspend any Registration initiated under this Section 2, including the right to direct selling Holders to suspend sales of any Registrable Securities pursuant to such Registration, for such periods as the Company may determine.

(c) *Priority on Registrations*. Each Holder acknowledges and agrees that, in the case of an underwritten offering, its rights under this Section 2 will be subject to cutback provisions imposed by a managing underwriter under Section 2(d), if any. If, as a result of the cutback provisions of the preceding sentence, a Holder is not entitled to include all of its requested Registrable Securities in such Registration, then such Holder may elect to withdraw its request to include any or all of its Registrable Securities in such Registration. In the event of any

such withdrawal, the Company shall not include such Registrable Securities in the applicable registration and such Registrable Securities shall continue to be Registrable Securities hereunder.

(d) *Underwritten Offerings*. In the event of an underwritten offering pursuant to this Section 2, the Company and each Holder will make such arrangements with the underwriters so that such Holder may participate in the offering on the same terms as the Company and any other party selling securities in such offering. The Company will not be required under this Section 2 to include any of a Holder's Registrable Securities in such underwriting unless such Holder accepts the terms of the underwriting as agreed upon between the Company and the underwriter or underwriters selected by it (or by other persons entitled to select the underwriter or underwriters) and enters into an underwriting agreement in customary form with an underwriter or underwriters selected by the Company, and then only in such quantity as the managing underwriters determine would not reasonably be expected to jeopardize the success of the offering by the Company (the "Maximum Offering Size"). No selling Holder may participate in any underwritten offering pursuant to this Section 2 unless such selling Holder completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of or in connection with such underwriting agreement. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares (including Registrable Securities) from the Registration and the underwriting , and the number of shares that may be included in such Registration and the underwriting will be allocated pro rata among the Company and each of the Holders requesting inclusion of their Registrable Securities in such registration statement based upon the Registrable Securities held by such Holder up to the Maximum Offering Size.

3. Shelf Registration.

(a) *Shelf Registration*. Subject to Section 4, in the event that the Company receives written notice on or prior to November 15, 2010 setting forth the reasonable, good faith determination of the Management Members (as defined in the Second Amended and Restated Operating Agreement of ASC or any successor amendments thereto) that a Contingent Payment is reasonably projected to become due and payable, the Company shall, as promptly as practicable, but in no event later than December 15, 2010, file a "shelf" registration statement (the "Shelf Registration Statement") with the Commission on an appropriate form providing for the Registration and sale on a delayed or continuous basis pursuant to Rule 415 (or any similar provision that may be adopted by the Commission) under the Act by the Holders of the Registrable Securities from time to time in the manner described in the Shelf Registration Statement. The Company shall use commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Act as promptly as reasonably practicable following the filing thereof with the Commission, and to keep the Shelf Registration Statement continuously effective until the earlier of (x) the later to occur of six (6) months from (i) the effective date of such Shelf Registration Statement and (ii) the date on which the Holders received the Registrable Securities and (y) the date that all Registrable Securities have been sold pursuant to the Shelf Registration Statement. The Shelf Registration Statement filed pursuant to this Section 3(a) may include other securities of the Company with respect to which registration rights have been or may be granted, and may include securities being sold for the account of the

Company. The Company in its sole discretion may condition the inclusion of Registrable Securities in a Registration under this Section 3(a) upon the timely provision by such Holder of such information as the Company may reasonably request relating to the disclosure requirements of Item 507 of Regulation S-K (or any similar disclosure requirement applicable to such Registration)

(b) *No Registrations if Effective Shelf*. Notwithstanding anything else to the contrary in this Agreement, if (i) the Company shall have filed a Shelf Registration Statement covering such Registrable Securities and (ii) the Shelf Registration Statement is effective when the requesting Holders would otherwise make a request for registration under Section 2(a), the Company shall not be required to separately register any Registrable Securities, provided, however, that if the Holders have included Registrable Securities in the Shelf Registration Statement, the Company shall keep the Shelf Registration Statement continuously effective until the earlier of (x) the later to occur of six (6) months from (i) the effective date of such Shelf Registration Statement and (i) the date on which the Holders received the Registrable Securities and (y) the date that all Registrable Securities have been sold pursuant to the Shelf Registration Statement.

(c) *Suspension or Delay*.

(i) Notwithstanding anything herein to the contrary in this Agreement, the Company may (x) delay filing any registration statement pursuant to Section 3(a) or any amendment thereto, and may withhold efforts to cause such Shelf Registration Statement or amendment thereto to become effective or (y) as applicable, by written notice to a selling Holder, may direct such selling Holder to suspend sales of the Registrable Securities pursuant to such Shelf Registration Statement, in each case as set forth below if any of the following events shall occur: (A) the Company determines that such action is required by applicable law; (B) the Company determines that the filing or use of such Shelf Registration Statement or amendment thereto would require the Company to disclose material information, including, without limitation, the fact that the Company is engaged in confidential negotiations regarding, or is in the process of completing, any significant business transaction, the disclosure of which would not be required in the absence of such Shelf Registration Statement; (C) the Company has commenced, or has a bona fide intention to commence, a public or Rule 144A securities offering transaction; (D) such Registration, of the Registrable Securities would, in the judgment of the Company, impede, delay or otherwise interfere with any pending or contemplated material acquisition, reorganization or similar material transaction; or (E) the Holders of a majority of the Registrable Securities covered or to be covered by such Shelf Registration Statement consent in writing to such delay or suspension, provided, however, that other than with respect to (E) above, the Company may not delay, withhold or suspend a registration statement for such reasons for more than ninety (90) days in the aggregate during any period of twelve (12) consecutive months.

(ii) In the case of an event specified in Section 3(c)(i) that causes the Company to delay, withhold or suspend the use of a Shelf Registration Statement (a "Suspension Event"), the Company shall give written notice (a "Suspension Notice") to the selling Holders to delay, withhold or suspend sales of the Registrable Securities and such notice shall state the basis for the notice (without disclosing any material non-public information). The

selling Holders shall not effect any sales of the Registrable Securities pursuant to such Shelf Registration Statement (or such filings) at any time after receiving a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice (as defined below). The selling Holders may recommence effecting sales of the Registrable Securities pursuant to the Shelf Registration Statement (or such filings) following further notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice shall be given by the Company to the selling Holders in the manner described above promptly following the conclusion of any Suspension Event and its effect.

(iii) Notwithstanding any provision herein to the contrary, if the Company shall give a Suspension Notice pursuant to this Section 3(c) with respect to any Shelf Registration Statement, the Company agrees that it shall extend the period of time during which such Shelf Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from the date of the giving of a Suspension Notice to and including the date when selling Holders shall have received an End of Suspension Notice and copies of the supplemented or amended prospectus necessary to resume sales, with respect to each Suspension Event; provided, however, that such period of time shall not be extended beyond the date that Registrable Securities covered by such Shelf Registration Statement cease to be Registrable Securities.

4. Effect of Contingent Payment. Notwithstanding anything in this Agreement to the contrary, in the event that the Contingent Payment as finally determined does not result in the Investors receiving any Registrable Securities, this Agreement shall automatically terminate and be of no further force or effect and the Company shall be relieved of all its obligations (including without limitation its obligations to effect the Registrations provided for in Sections 2 and 3) under this Agreement.

5. Registration Procedures. If the Company is required to effect the Registration of any Registrable Securities under the Act as provided in Section 2 and Section 3 hereof, the Company will effect such Registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto the Company will cooperate in the sale of the securities and will in accordance with the timing requirements of this Agreement, but subject to Section 2(b), Section 3(c)(iii) and Section 4:

(a) Prepare and file with the Commission a registration statement on such form which will be available for the sale of the Registrable Securities by the Company or the selling Holders in accordance with the intended method or methods of distribution thereof, and use commercially reasonable efforts to cause such registration statement to become effective and to remain effective as provided herein; except that before filing a registration statement or prospectus or any amendments or supplements thereto (including documents that would be incorporated or deemed to be incorporated therein by reference), the Company will furnish or otherwise make available to the Holders who are including Registrable Securities in such registration statement, copies of all disclosures relating to such Holders as required by Item 507 of Regulation S-K (or any similar successor requirement), which documents will be subject to the reasonable review and comment of such counsel, and, if requested by such counsel, provide such counsel reasonable opportunity to conduct a reasonable investigation within the meaning of

the Act, including reasonable access to the Company's books and records, officers, accountants and other advisors; provided, that the Company may condition any such investigation upon the execution and delivery by each Holder receiving such disclosure of an agreement satisfactory to the Company relating to such Holder's obligation to refrain from disclosing same. The Company will not include any information relating to a Holder in any such registration statement or prospectus or any amendments or supplements thereto (including such documents that, upon filing, would be incorporated or deemed to be incorporated by reference therein) with respect to a Registration pursuant to Section 2 or Section 3 to which the Holder (if such registration statement includes Registrable Securities of the Holder) reasonably objects, in writing, on a timely basis, unless, in the opinion of the Company, the inclusion of such information is necessary to comply with applicable law.

(b) Prepare and file with the Commission such amendments and post-effective amendments to such registration statement as may be necessary to keep such registration statement continuously effective during the period provided herein and comply in all material respects with the provisions of the Act with respect to the disposition of all securities covered by such registration statement; and cause the related prospectus to be supplemented by any prospectus supplement as may be necessary to comply with the provisions of the Act with respect to the disposition of the securities covered by such registration statement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Act. Notwithstanding the foregoing, the Company shall be entitled at all reasonable times to suspend a registration statement that includes Registrable Securities during the pendency of any amendments required by this Section 5(b). Such suspension or suspensions shall be effective upon the transmittal of notice to an affected Holder in compliance with, and using the most expeditious practical means of communication permitted by, Section 10 below.

(c) Notify each selling Holder and the managing underwriters, if any, promptly (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and, with respect to a registration statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to a registration statement or related prospectus or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (v) promptly upon the Company becoming aware of the happening of any event that makes any statement made in such registration statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such registration statement, prospectus or documents so that, in the case of the registration statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) To the extent any “free writing prospectus” (as defined in Rule 405 under the Act) is used, the Company shall file with the Commission any free writing prospectus that is required to be filed by the Company with the Commission in accordance with the Act and retain any free writing prospectus not required to be filed.

(e) Use commercially reasonable efforts to avoid the issuance of any order suspending the effectiveness of a registration statement or any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, or, if issued, to obtain the withdrawal or lifting of any such order or suspension as promptly as practicable.

(f) If requested by the managing underwriters, if any, or the Holders of a majority of the then outstanding Registrable Securities being sold in connection with an underwritten offering, promptly include in a prospectus supplement or post-effective amendment such information as the managing underwriters, if any, or such Holders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Company has received such request, including without limitation, with respect to any hedging activity associated with the Registrable Securities; except that the Company will not be required to take any actions under this Section 5(f) that the Company reasonably determines are not in compliance with applicable law.

(g) Furnish or make available to each selling Holder, and each managing underwriter, if any, without charge, at least one conformed copy of the registration statement, the prospectus and prospectus supplements, if applicable, and each post-effective amendment thereto, including financial statements (but excluding schedules, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits, unless requested in writing by such Holder or counsel). To the extent electronic prospectus delivery is permitted under the Act, any delivery of conformed prospectuses, registration statements, and supplements and amendments thereto, required by any paragraph of this Section 5, may be delivered by electronic means so long as the form of delivery can reasonably be expected to permit such Holder or Holders, and such underwriter or underwriters, if any, to satisfy their respective prospectus delivery obligations arising under the Act or otherwise. The Company’s electronic delivery pursuant to the preceding sentence is conditioned upon an undertaking by the Company to deliver, to the extent required under the Act, paper copies of all such documents upon request by a Person acquiring or proposing to acquire such securities.

(h) Deliver to each selling Holder, and the underwriters, if any, without charge, as many copies of the prospectus or prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request in connection with the distribution of the Registrable Securities; and the Company, subject to the last paragraph of this Section 5, hereby consents to the use of such prospectus and each amendment or supplement thereto by each of the selling Holders and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such prospectus and any such amendment or supplement thereto.

(i) Prior to any public offering of Registrable Securities, use commercially reasonable efforts to Register or qualify or cooperate with the selling Holders, the underwriters, if any, and their respective counsel in connection with the Registration or qualification (or exemption from such Registration or qualification) of such Registrable Securities for offer and sale under the securities or "blue sky" laws of such jurisdictions within the United States as any selling Holder or underwriter reasonably requests in writing and to keep each such Registration or qualification (or exemption therefrom) effective during the period such registration statement is required to be kept effective and to take any other action that may be necessary or advisable to enable such selling Holders to consummate the disposition of such Registrable Securities in such jurisdiction; except that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified, (ii) take any action that would subject it to material taxation or general service of process in any such jurisdiction where it is not then so subject, or (iii) consent to general service of process in any such jurisdiction.

(j) Cooperate with the selling Holders and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each relevant Holder that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with the relevant registration statement and only upon satisfaction of any prospectus delivery requirement arising under the Act or otherwise, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters, if any, or such Holder may request at least five (5) Business Days prior to any sale of Registrable Securities.

(k) Use commercially reasonable efforts to cause the Registrable Securities covered by the registration statement to be registered with or approved by such other governmental agencies or authorities within the United States, except as may be required solely as a consequence of the nature of such selling Holder's or Holders' business, in which case the Company will cooperate in all reasonable respects with the filing of such registration statement and the granting of such approvals, as may be necessary to enable such Holder or Holders thereof or the underwriters, if any, to consummate the disposition of such Registrable Securities.

(l) Upon the occurrence of any event contemplated by Section 5(c)(ii), 5(c)(iii), 5(c)(iv) or 5(c)(v) above, prepare a supplement or post-effective amendment to the registration statement or a supplement to the related prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(m) Prior to the effective date of the registration statement relating to the Registrable Securities, provide a CUSIP number for the Registrable Securities.

(n) Provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such registration statement from and after a date not later than the effective date of such registration statement.

(o) Use commercially reasonable efforts to cause within thirty (30) days of the effective date of such registration statement, all shares of Registrable Securities covered by such registration statement to be authorized to be listed on a national securities exchange or quotation system on which any shares of Registrable Securities are at that time, or will be immediately following the offering, listed or traded.

(p) Make available for inspection by a representative of the selling Holders, any underwriter participating in any such disposition of Registrable Securities, and any attorneys, accountants or other professionals retained by such selling Holders at the offices where normally kept, during reasonable business hours, all pertinent financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information in each case reasonably requested by any such representative, underwriter, attorney, accountant or other professionals in connection with such registration statement. If so requested in writing by the Company, the Company's obligation to disclose information pursuant to the preceding sentence is conditioned upon the execution and delivery by each Person receiving such disclosure of an agreement satisfactory to the Company relating to such Person's obligation to refrain from disclosing same.

(q) Cooperate with each selling Holder and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA.

The Company may require each selling Holder to furnish to the Company in writing such information pursuant to Item 507 of Regulation S-K (or any similar disclosure requirement applicable to such Registration) required in connection with such Registration regarding such Holder and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing and the Company may exclude from such Registration the Registrable Securities of any Holder who fails to furnish such information within a reasonable time after receiving such request.

Each Holder agrees if such Holder has Registrable Securities covered by such registration statement that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5(c)(ii), 5(c)(iii), 5(c)(iv) or 5(c)(v) or 5(f) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such registration statement or prospectus until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 5(l) hereof, or until it is advised in writing by the Company that the use of the applicable prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such prospectus.

6. Registration Expenses. The Company will pay (i) all of the Registration Expenses and (ii) all transfer taxes and brokerage and underwriters' discounts and commissions

attributable to the securities being sold by the Company. Each Holder will pay all transfer taxes and brokerage and underwriters' discounts and commissions attributable to the Registrable Securities being sold by such Holder.

7. Holdback Agreement.

(a) In the case of an underwritten offering of securities by the Company (which, for purposes of this Section 7 shall not include the effectiveness of the Shelf Registration Statement) each Holder agrees that it shall not during the period beginning on, and ending ninety (90) days (subject to one extension of no more than seventeen (17) days if required by the underwriters in connection with NASD Rule 2711(f)(4) or any similar or successor provision) (or such shorter period as may be permitted by such managing underwriter or such earlier date on which the Company or any Affiliate or executive officer of the Company is permitted to sell shares of Common Stock) after, the effective date of the registration statement filed in connection with such registration statement (the "Holdback Period"), effect any public sale or distribution of, directly or indirectly, any of the Registrable Securities or any securities convertible into or exercisable or exchangeable for Common Stock held immediately prior to the effectiveness of the registration statement for such offering, including any sale pursuant to Rule 144 under the Act provided that all officers and directors of the Company enter into or are bound by substantially similar agreements. No Holder subject to this Section 7 (or any officer and/or director of the Company bound by these restrictions as required by this Section 7) shall be released from any obligation under any agreement, arrangement or understanding entered into pursuant to or contemplated by this Section 7 unless all Holders are also released (to a similar extent in the case of a partial release) from their obligations under this Section 7(a). In the event of any such release the Company shall notify the Holders of any such release within three (3) Business Days after such release. If requested by the managing underwriter, each Holder shall enter, and shall use commercially reasonable efforts to ensure that each Affiliate of such Holder holding Registrable Securities enters, into a lock-up agreement with the applicable underwriters that is consistent with the agreement in the preceding sentence.

(b) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other Person subject to the foregoing restriction) until the end of such period.

(c) For purposes of this Section 7, the term Holder shall be deemed to apply to only Martin T. Sosnoff, Craig B. Steinberg and any respective Affiliate thereof to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 11.

8. Indemnification.

(a) In the event of any registration of any securities of the Company pursuant to this Agreement, the Company shall, and it hereby does, indemnify and hold harmless, to the extent permitted by law, any Holder who is selling Registrable Securities covered by any registration statement, each Person who controls such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (hereinafter

referred to as a "controlling person") and their respective directors, officers, members or general and limited partners, (collectively, the "Seller Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, actions or proceedings (whether commenced or threatened) in respect thereof ("Claims") and expenses (including reasonable attorney's fees and reasonable expenses of investigation) to which such Seller Indemnified Party may become subject under the Act, law or otherwise, insofar as such Claims or expenses arise out of, relate to or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the Act, any preliminary, final or summary prospectus contained therein, or any amendment or supplement thereto, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading; provided that the Company shall not be liable to any Seller Indemnified Party in any such case to the extent that any such Claim or expense arises out of, relates to or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in any registration statement or amendment or supplement thereto or in any such preliminary, final or summary prospectus in reliance upon and in conformity with written information furnished to the Company by or behalf of such Holder.

(b) In the event of any registration of any securities of the Company pursuant this Agreement, each Holder shall, and it hereby does, indemnify and hold harmless, to the extent permitted by applicable law, the Company, each controlling person of the Company, and their respective directors, officers, members or general and limited partners and each underwriter and their controlling persons to the same extent as the foregoing indemnity from the Company to the Seller Indemnified Parties, but only with respect to Claims to which such indemnified party may become subject under the Act, applicable law or otherwise, insofar as such Claims or expenses arise out of, relate to or are based upon any untrue statement or alleged untrue statement of any material fact contained, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, in any registration statement under which such securities were registered under the Act, any preliminary, final or summary prospectus contained therein, or any amendment or supplement thereto to the extent such statement or omission is contained in any information relating to such Holder furnished in writing by such Holder, provided, that the indemnification required by this Section 8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or expense if settlement is effected without the consent of the relevant Holder of Registrable Securities (which consent shall not be unreasonably withheld). In no event shall the liability of any selling Holder of Registrable Securities hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation, and in no event shall a Holder be jointly liable with any other Holder as a result of its indemnification obligations.

(c) Promptly after receipt by a Person entitled to indemnification pursuant to this Section 8 (an "Indemnified Party") hereunder of written notice of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to this Section 8, such Indemnified Party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the latter of the commencement of such

action or proceeding; provided, that the failure of the Indemnified Party to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Section 8, except to the extent that the indemnifying party is prejudiced by such failure to give notice. In case any such action or proceeding is brought against an Indemnified Party, unless the named parties to any such action include both the indemnifying party and the Indemnified Party and such parties have been advised by outside counsel that either (x) representation of such Indemnified Party and the indemnifying party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the indemnifying party (in which case the Indemnified Party shall have the right to engage independent counsel to participate in such action or proceeding and the indemnifying party shall be liable for any reasonable expenses therefor (but in no event will bear the expenses for more than one firm of counsel for all Indemnified Parties)), the indemnifying party will be entitled to assume the defense thereof (at its expense), and after notice from the indemnifying party to such Indemnified Party of its election so to assume the defense thereof, the indemnifying party will not be liable to such Indemnified Party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof and shall have no liability for any settlement made by the Indemnified Party without the consent of the indemnifying party (which consent shall not be unreasonably withheld). No indemnifying party will settle any action or proceeding or consent to the entry of any judgment without the prior written consent of the Indemnified Party, unless such settlement or judgment includes as a term thereof the giving by the claimant or plaintiff of a release to such Indemnified Party from all liability in respect of such action or proceeding. An Indemnified Party may not settle any action or proceeding or the entry of any judgment without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld).

(d) (i) If the indemnification provided for in this Section 8 from the indemnifying party is unavailable to an Indemnified Party hereunder in respect of any Claim or expenses referred to herein, then the indemnifying party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Claim or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and Indemnified Party in connection with the actions which resulted in such Claim or expenses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party under this Section 8(d) as a result of the Claim and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any action or proceeding; and (ii) the parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in Section 8(d)(i). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the parties under this Section 8 shall be in addition to any liability which any party may otherwise have to any other party.

9. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of restricted securities to the public without Registration the Company agrees to:

(a) keep public information available, as those terms are understood and defined in Rule 144, at all times; and

(b) so long as any Holder owns any Registrable Securities, furnish to such Holder upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144, and of the Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without Registration. The Company shall take such further action as may be reasonably required from time to time and as may be within the reasonable control of the Company, to enable the Holders to transfer Registrable Securities without registration under the Act within the limitation of the exemptions provided by Rule 144 or any similar rule or regulation hereafter adopted by the Commission. In connection with any sale, transfer or other disposition by a Holder of any Registrable Securities pursuant to Rule 144, the Company shall cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any Act legend, and enable certificates for such transferred securities to be for such number of shares and registered in such names as the Holder may reasonably request at least two Business Days prior to any sale of Registrable Securities.

10. Notices. All communications provided for hereunder will be personally delivered or sent by registered or certified mail, nationally recognized overnight courier or facsimile and (a) if addressed to a Holder, addressed to the Holder at the postal mail address or fax number set forth beside such Holder's signature, or at such other postal address or fax number as such Holder will have furnished to the Company in writing or (b) if addressed to the Company, to the postal address or fax number set forth beside the Company's signature or at such other address or fax number, or to the attention of such other officer, as the Company will have furnished to Holder in writing. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed effectively given: (w) when personally delivered to the party to be notified; (x) when sent by confirmed facsimile if sent during normal business hours of the recipient or, if not, then on the next business day, as long as a copy of the notice is also sent via nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; (y) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (z) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

11. Assignment. In connection with the transfer of any shares of Common Stock constituting Registrable Securities to any Person done in accordance with applicable law,

an Investor and any subsequent Holder may assign all or any portion of its rights hereunder to such Person and such Person will be entitled to the rights of a Holder granted hereunder, provided that the Company is given written notice at the time of said transfer or assignment identifying the name and address of the transferee and that the transferee assumes in writing the obligations of a Holder under this Agreement.

12. Descriptive Headings. The descriptive headings of the several sections and paragraphs of this Agreement are inserted for reference only and will not limit or otherwise affect the meaning hereof.

13. Governing Law; Consent to Jurisdiction; Venue. This agreement shall be governed by and construed in accordance with the laws of the state of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and the United States of America located in the county of New York for any action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any action or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth beside such party's signature shall be effective service of process for any action or proceeding brought against it in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the state of New York.

14. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATE HEREBY.

15. No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement with respect to its securities that conflicts with the provisions hereof.

16. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively) only upon the written consent of the Company and a majority of the Holders; except that no amendment may (i) disproportionately adversely affect any Holder as compared to the other Holders or (ii) change any Holder's obligations under Section 7, in each case without the consent of such Holder. The failure of any party to insist on or to enforce strict performance by the other parties of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement will not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely on any provisions, rights or remedies in that or any other instance; rather, the provisions, rights and remedies will remain in full force and effect.

17. Early Receipt of Contingent Payment. Each Holder hereby acknowledges and agrees that its receipt of any Registrable Securities prior to final determination of the Contingent Payment in accordance with Section 2.4(b) of the Purchase Agreement shall not alter or affect any obligations of the Company pursuant to this Agreement, including the obligation to Register any Registrable Securities.

18. Entire Agreement. This agreement is intended by the parties to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and the registration rights granted by the Company with respect to the Registrable Securities.

19. Specific Performance. Without limiting the rights of each party hereto to pursue all other legal and equitable rights available to such party for any other parties' failure to perform their obligations under this Agreement, the parties hereto acknowledge and agree that the remedy at law for any failure to perform their obligations hereunder would be inadequate and that each of them, respectively, to the extent permitted by applicable law, shall be entitled to specific performance, injunctive relief or other equitable remedies in the event of any such failure, without bond or other security being required.

20. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the parties shall negotiate in good faith with a view to the substitution therefor of a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid provision, provided, however, that the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

21. Counterparts. This agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

COMPANY:

EVERCORE PARTNERS INC.

By: /s/ Robert B. Walsh
Name: Robert B. Walsh
Title: Chief Financial Officer

INVESTORS:

MARTIN T. SOSNOFF

/s/ Martin T. Sosnoff

CRAIG B. STEINBERG

/s/ Craig B. Steinberg

KEVIN S. KELLY

/s/ Kevin S. Kelly

JACK MCMULLAN

/s/ Jack McMullan

ROBERT F. RULAND

/s/ Robert F. Ruland

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Amendment No. 1 to the Registration Statement on Form S-3 of our reports dated February 22, 2010, relating to the consolidated financial statements of Evercore Partners Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2009, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP
New York, NewYork
January 20, 2011

SIMPSON THACHER & BARTLETT LLP

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER
(212) 455-3986

E-MAIL ADDRESS
jbonnie@stblaw.com

January 20, 2011

VIA EDGAR

Re: Evercore Partners Inc.
Registration Statement on Form S-3
Filed December 30, 2010
File No. 333-171487

Dieter King, Esq.
Securities and Exchange Commission
Division of Corporation Finance
100 F Street, N.E.
Mailstop 4631
Washington, D.C. 20549

Dear Mr. King:

On behalf of Evercore Partners Inc., we hereby transmit via EDGAR for filing with the Securities and Exchange Commission Pre-Effective Amendment No. 1 to the above-referenced Registration Statement, marked to show changes from the Registration Statement as filed on December 30, 2010. The Registration Statement has been revised in response to the Staff's comments and to reflect certain other changes.

In addition, we are providing the following responses to your comment letter, dated January 5, 2011, regarding the Registration Statement. To assist your review, we have retyped the text of the Staff's comments in italics below. The responses and information described below are based upon information provided to us by Evercore Partners Inc.

Selling Stockholders, page 10

1. *Please identify by name the natural person or persons who exercise voting or investment control, or both, with respect to the shares held by MTS Holding Corp. Please refer to Question 140.02 of the Division's Compliance & Disclosure Interpretations for Regulation S-K, which can be found on our website.*

   Evercore Partners Inc. has revised page 10 of the Registration Statement to identify Martin Sosnoff as the sole owner of MTS Holding Corp and disclose that Mr. Sosnoff exercises sole voting and investment control over the shares of the Class A common stock of Evercore Partners Inc. held by MTS Holding Corp.

2. *We note that MTS Holding Corp is a selling stockholder. Please tell us whether MTS Holding Corp is a broker-dealer or an affiliate of a broker-dealer. If MTS Holding Corp is a broker-dealer, please revise the prospectus to state that MTS Holding Corp is an underwriter. If MTS Holding Corp is an affiliate of a broker-dealer, please revise the prospectus to state that (a) MTS Holding Corp purchased in the ordinary course of business and (b) at the time of the purchase of the securities to be resold, it had no agreements or understandings, directly or indirectly, with any person to distribute the securities. If MTS Holding Corp cannot provide these representations, then the prospectus should state that MTS Holding Corp is an underwriter. Notwithstanding any of the foregoing, you do not need to identify as underwriters broker-dealers and their affiliates who received their securities as compensation for underwriting activities.*

   Evercore Partners Inc. advises the Staff that MTS Holding Corp is neither a broker-dealer nor an affiliate of a broker-dealer.

Plan of Distribution, page 11

3. *Please revise the prospectus to disclose that the selling stockholders may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, as amended, in connection with any sales covered by the registration statement. You should modify this disclosure to the extent any of the selling stockholders are in fact underwriters.*

   Evercore Partners Inc. has revised page 12 of the Registration Statement to include the statement requested by the Staff.

Part II

Item 16. Exhibits, page II-1

4. *Please tell us what consideration you have given to filing as an exhibit to the registration statement the Registration Rights Agreement identified on page i of the prospectus.*

   Evercore Partners Inc. respectfully acknowledges the Staff's comment and has revised the Registration Statement to include the Registration Rights Agreement referenced on page i of the prospectus as Exhibit 4.3 to the Registration Statement.

* * * * * * * * * *

Please do not hesitate to call Joshua Ford Bonnie at 212-455-3986 with any questions or further comments you may have regarding this filing or if you wish to discuss the above responses.

[*signature on next page*]

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

cc: Securities and Exchange Commission
Pamela Long, Esq.

Evercore Partners Inc.
Adam B. Frankel, Esq.