UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 10-Q

(Mark one)

þ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended June 30, 2011

OR

¨ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to .

Commission file number 001-32147

GREENHILL & CO., INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**51-0500737**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
300 Park Avenue New York, New York	**10022**
(Address of Principal Executive Offices)	(ZIP Code)

Registrant s telephone number, including area code: (212) 389-1500

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. **Yes** þ **No** ¨

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). **Yes** þ **No** ¨

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 þ	Accelerated filer ¨	Non-accelerated filer ¨ (Do not check if a smaller reporting company)	Smaller Reporting Company ¨

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

As of August 1, 2011, there were 29,127,874 shares of the registrant s common stock outstanding.

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AVAILABLE INFORMATION

Greenhill & Co., Inc. files current, annual and quarterly reports, proxy statements and other information required by the Securities Exchange Act of 1934, as amended (the Exchange Act), with the United States Securities and Exchange Commission (the SEC). You may read and copy any document the company files at the SEC s public reference room located at 100 F Street, N.E., Washington, D.C. 20549, U.S.A. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The firm s SEC filings are also available to the public from the SEC s internet site at http://www.sec.gov. Copies of these reports, proxy statements and other information can also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, U.S.A.

Our public internet site is http://www.greenhill.com. We make available free of charge through our internet site, via a link to the SEC s internet site at http://www.sec.gov, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and Forms 3, 4 and 5 filed on behalf of directors and executive officers and any amendments to those reports filed or furnished pursuant to the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Also posted on our website in the Corporate Governance section, and available in print upon request of any stockholder to our Investor Relations Department, are charters for our Audit Committee, Compensation Committee and Nominating & Corporate Governance Committee, our Corporate Governance Guidelines, Related Party Transaction Policy and Code of Business Conduct & Ethics governing our directors, officers and employees. You may need to have Adobe Acrobat Reader software installed on your computer to view these documents, which are in PDF format.

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Part I. Financial Information

Item 1. Financial Statements

Greenhill & Co., Inc. and Subsidiaries

Condensed Consolidated Statements of Financial Condition

	As of	
	June 30, 2011 (unaudited)	December 31, 2010
Assets		
Cash and cash equivalents ($7.6 million and $7.7 million restricted from use at June 30, 2011 and December 31, 2010, respectively)	$ 59,379,363	$ 78,227,209
Financial advisory fees receivable (net of allowance for doubtful accounts of $0.1 million and $0.0 million at June 30, 2011 and December 31, 2010, respectively)	33,606,015	30,187,204
Other receivables	6,087,457	2,899,309
Property and equipment (net of accumulated depreciation of $48.3 million and $45.8 million at June 30, 2011 and December 31, 2010, respectively)	18,005,721	17,563,099
Investments in merchant banking funds	40,779,158	73,532,503
Other investments	91,339,221	87,372,799
Goodwill	170,045,064	162,507,267
Deferred tax asset	46,085,232	47,842,045
Other assets	7,739,929	8,546,405
Total assets	$ 473,067,160	$ 508,677,840
Liabilities and Equity		
Compensation payable	$ 21,707,775	$ 30,515,366
Accounts payable and accrued expenses	20,582,665	13,123,718
Financing liability	14,301,759	
Bank loan payable	24,670,000	67,000,000
Deferred tax liability	27,519,524	25,031,882
Due to affiliates	2,816	144,365
Total liabilities	108,784,539	135,815,331
Common stock, par value $0.01 per share; 100,000,000 shares authorized, 35,704,147 and 35,117,356 shares issued as of June 30, 2011 and December 31, 2010, respectively; 29,299,355 and 29,341,604 shares outstanding as of June 30, 2011 and December 31, 2010, respectively	357,041	351,174
Contingent convertible preferred stock, par value $0.01 per share; 10,000,000 shares authorized, 1,099,877 shares issued and outstanding as of June 30, 2011 and December 31, 2010	46,950,226	46,950,226
Restricted stock units	78,682,436	89,365,292
Additional paid-in capital	406,841,674	368,090,229
Exchangeable shares of subsidiary; 257,156 shares issued as of June 30, 2011 and December 31, 2010; 110,191 shares outstanding as of June 30, 2011 and December 31, 2010	6,578,403	6,578,403
Retained earnings	175,881,795	184,621,197
Accumulated other comprehensive income	15,185,796	5,127,132
Treasury stock, at cost, par value $0.01 per share; 6,404,792 and 5,775,752 shares as of June 30, 2011 and December 31, 2010, respectively	(367,623,799)	(330,602,168)
Stockholders equity	362,853,572	370,481,485
Noncontrolling interests	1,429,049	2,381,024
Total equity	364,282,621	372,862,509
Total liabilities and equity	$ 473,067,160	$ 508,677,840

See accompanying notes to condensed consolidated financial statements (unaudited).

Greenhill & Co., Inc. and Subsidiaries

Condensed Consolidated Statements of Income (unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2011	2010	2011	2010
Revenues				
Financial advisory fees	$ 85,578,988	$ 61,921,454	$ 134,087,751	$ 98,518,763
Merchant banking and other investment revenues	4,934,198	21,498,748	4,661,780	33,737,401
Interest income	253,933	108,401	385,474	128,367
Total revenues	90,767,119	83,528,603	139,135,005	132,384,531
Expenses				
Employee compensation and benefits	41,752,874	38,368,345	77,979,937	70,523,357
Occupancy and equipment rental	4,447,440	3,680,902	8,632,948	6,830,191
Depreciation and amortization	2,009,697	1,663,639	3,866,651	2,415,796
Information services	2,003,419	1,434,404	3,568,513	3,173,481
Professional fees	1,525,214	1,988,670	2,810,341	4,232,536
Travel related expenses	2,636,716	2,908,794	5,453,402	5,126,524
Interest expense	517,419	584,340	1,243,301	1,112,382
Other operating expenses	2,734,050	2,653,160	4,948,942	5,551,658
Total expenses	57,626,829	53,282,254	108,504,035	98,965,925
Income before taxes	33,140,290	30,246,349	30,630,970	33,418,606
Provision for taxes	11,651,025	11,358,643	10,722,577	11,679,098
Consolidated net income	21,489,265	18,887,706	19,908,393	21,739,508
Less: Net income allocated to noncontrolling interests	6,302	1,337,676	6,302	3,677,582
Net income allocated to common stockholders	$ 21,482,963	$ 17,550,030	$ 19,902,091	$ 18,061,926
Average shares outstanding:				
Basic	31,009,869	30,708,263	31,178,508	30,301,144
Diluted	31,010,524	30,768,603	31,187,576	30,372,089
Earnings per share:				
Basic	$ 0.69	$ 0.57	$ 0.64	$ 0.60
Diluted	$ 0.69	$ 0.57	$ 0.64	$ 0.59
Dividends declared and paid per share	$ 0.45	$ 0.45	$ 0.90	$ 0.90

See accompanying notes to condensed consolidated financial statements (unaudited).

Greenhill & Co., Inc. and Subsidiaries

Condensed Consolidated Statements of Comprehensive Income (unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2011	2010	2011	2010
Consolidated net income	$ 21,489,265	$ 18,887,706	$ 19,908,393	$ 21,739,508
Currency translation adjustment, net of tax	5,888,794	(11,479,009)	10,058,664	(14,691,950)
Comprehensive income	27,378,059	7,408,697	29,967,057	7,047,558
Less: Net income allocated to noncontrolling interests	6,302	1,337,676	6,302	3,677,582
Comprehensive income allocated to common stockholders	$ 27,371,757	$ 6,071,021	$ 29,960,755	$ 3,369,976

See accompanying notes to condensed consolidated financial statements (unaudited).

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Greenhill & Co., Inc. and Subsidiaries

Condensed Consolidated Statements of Changes in Equity

	Six Months Ended June 30, 2011 (unaudited)	Year Ended December 31, 2010
Common stock, par value $0.01 per share		
Common stock, beginning of the year	$ 351,174	$ 332,543
Common stock issued	5,867	18,631
Common stock, end of the period	357,041	351,174
Contingent convertible preferred stock, par value $0.01 per share		
Contingent convertible preferred stock, beginning of the year	46,950,226	
Contingent convertible preferred stock issued		46,950,226
Contingent convertible preferred stock, end of the period	46,950,226	46,950,226
Restricted stock units		
Restricted stock units, beginning of the year	89,365,292	81,219,868
Restricted stock units recognized	27,369,388	43,214,505
Restricted stock units delivered	(38,052,244)	(35,069,081)
Restricted stock units, end of the period	78,682,436	89,365,292
Additional paid-in capital		
Additional paid-in capital, beginning of the year	368,090,229	237,716,672
Common stock issued	38,150,085	125,850,372
Restricted stock units cash settlement		(1,010,273)
Tax benefit from the delivery of restricted stock units	601,360	5,533,458
Additional paid-in capital, end of the period	406,841,674	368,090,229
Exchangeable shares of subsidiary		
Exchangeable shares of subsidiary, beginning of the year	6,578,403	7,937,414
Exchangeable shares of subsidiary delivered		(1,359,011)
Exchangeable shares of subsidiary, end of the period	6,578,403	6,578,403
Retained earnings		
Retained earnings, beginning of the year	184,621,197	206,974,630
Dividends	(28,641,493)	(56,879,344)
Net income allocated to common stockholders	19,902,091	34,525,911
Retained earnings, end of the period	175,881,795	184,621,197
Accumulated other comprehensive income (loss)		
Accumulated other comprehensive income (loss), beginning of the year	5,127,132	(8,737,728)
Currency translation adjustment, net of tax	10,058,664	13,864,860
Accumulated other comprehensive income, end of the period	15,185,796	5,127,132
Treasury stock, at cost; par value $0.01 per share		
Treasury stock, beginning of the year	(330,602,168)	(293,391,405)
Repurchased	(37,021,631)	(37,210,763)
Treasury stock, end of period	(367,623,799)	(330,602,168)
Total stockholders equity	362,853,572	370,481,485
Noncontrolling interests		
Noncontrolling interests, beginning of the year	2,381,024	1,501,214
Net income allocated to noncontrolling interests	6,302	4,894,833
Contributions from noncontrolling interests		163,761
Distributions to noncontrolling interests	(958,277)	(4,178,784)
Noncontrolling interests, end of period	1,429,049	2,381,024
Total equity	$ 364,282,621	$ 372,862,509

See accompanying notes to condensed consolidated financial statements (unaudited).

Greenhill & Co., Inc. and Subsidiaries

Condensed Consolidated Statements of Cash Flows (unaudited)

	For the Six Months Ended June 30,	
	2011	2010
Operating activities:		
Consolidated net income	$ 19,908,393	$ 21,739,508
Adjustments to reconcile consolidated net income to net cash provided by (used in) operating activities:		
Non-cash items included in consolidated net income:		
Depreciation and amortization	3,866,651	2,415,796
Net investment gains	(4,256,270)	(25,123,956)
Restricted stock units recognized and common stock issued	27,473,083	26,113,171
Deferred taxes	2,907,253	10,108,315
Deferred gain on the sale of certain merchant banking assets	(405,510)	(549,864)
Changes in operating assets and liabilities:		
Financial advisory fees receivable	(3,418,811)	1,734,201
Due from affiliates	(141,549)	(662,141)
Other receivables and assets	(4,137,148)	421,242
Compensation payable	(6,714,995)	(25,829,526)
Accounts payable and accrued expenses	7,864,457	(11,721,953)
Settlement of restricted stock units in cash	(2,092,596)	
Net cash provided by (used in) operating activities	40,852,958	(1,355,207)
Investing activities:		
Purchases of merchant banking investments	(914,091)	(11,536,627)
Purchases of other investments	(150,315)	(208,026)
Sale of merchant banking investments	48,467,132	
Caliburn acquisition, net of cash received		534
Distributions from investments	1,099,711	5,898,387
Purchases of property and equipment	(2,339,522)	(1,221,214)
Net cash provided by (used in) investing activities	46,162,915	(7,066,946)
Financing activities:		
Proceeds of revolving bank loan	40,570,000	58,275,000
Repayment of revolving bank loan	(82,900,000)	(40,000,000)
Contributions from noncontrolling interests		151,387
Distributions to noncontrolling interests	(958,277)	(1,125,680)
Dividends paid	(28,641,493)	(27,732,769)
Purchase of treasury stock	(37,021,631)	(25,150,223)
Net tax benefit from the delivery of restricted stock units and payment of dividend equivalents	601,360	7,538,815
Net cash used in financing activities	(108,350,041)	(28,043,470)
Effect of exchange rate changes on cash and cash equivalents	2,486,322	(422,017)
Net decrease in cash and cash equivalents	(18,847,846)	(36,887,640)
Cash and cash equivalents, beginning of period	78,227,209	74,473,459
Cash and cash equivalents, end of period	$ 59,379,363	$ 37,585,819
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 1,206,526	$ 1,196,420
Cash paid for taxes, net of refunds	$ 3,916,610	$ 3,733,140

See accompanying notes to condensed consolidated financial statements (unaudited).

Greenhill & Co., Inc. and Subsidiaries

Notes to Condensed Consolidated Financial Statements (unaudited)

Note 1 Organization

Greenhill & Co., Inc., a Delaware corporation, together with its subsidiaries (collectively, the Company), is a leading independent investment bank focused on providing financial advice on significant mergers, acquisitions, restructurings, financings and capital raising to corporations, partnerships, institutions and governments. The Company acts for clients located throughout the world from offices located in New York, London, Frankfurt, Sydney, Tokyo, Toronto, Chicago, Dallas, Houston, Los Angeles, Melbourne and San Francisco.

The Company s activities as an investment banking firm constitute a single business segment, with two principal sources of revenue:

- Financial advisory, which includes engagements relating to mergers and acquisitions, financing advisory and restructuring, and private equity and real estate capital advisory services; and

- Merchant banking, which includes the Company s principal investments in certain merchant banking funds, Iridium Communications Inc. (Iridium) and other investments. Prior to 2011, merchant banking also included the management of outside capital invested in affiliated merchant banking funds.

The Company s wholly-owned subsidiaries that provide financial advisory services include Greenhill & Co., LLC (G&Co), Greenhill & Co. International LLP (GCI), Greenhill & Co. Europe LLP (GCEI), Greenhill & Co. Japan Ltd. (GCJ), Greenhill & Co. Canada Ltd. (GCC) and Greenhill Caliburn Pty Limited (Greenhill Caliburn).

G&Co is engaged in investment banking activities principally in the U.S. G&Co is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and the Financial Industry Regulatory Authority (FINRA), and is licensed in all 50 states and the District of Columbia. G&Co is also registered as a municipal advisor with the SEC and the Municipal Securities Rulemaking Board.

GCI and GCEI are engaged in investment banking activities in the U.K. and Europe, respectively, and are subject to regulation by the U.K. Financial Services Authority (FSA). GCJ and GCC are engaged in investment banking activities in Japan and Canada, respectively.

On April 1, 2010, Greenhill acquired all of the outstanding capital stock of Caliburn Partnership Pty Limited (Caliburn , which was renamed Greenhill Caliburn Pty Limited), an Australian-based independent financial advisory firm. The Company, through Greenhill Caliburn, engages in investment banking activities in Australia and New Zealand. Greenhill Caliburn is licensed and subject to regulation by the Australian Securities and Investment Commission (ASIC). See Note 3 Acquisition .

Greenhill Aviation Co., LLC (GAC), a wholly-owned subsidiary of the Company, owns and operates an aircraft, which is used for the exclusive benefit of the Company s employees and their immediate family members.

The Company separated from the merchant banking business on December 31, 2010. Prior to that time, the merchant banking activities consisted primarily of the management of and the investment in Greenhill s affiliated merchant banking funds: Greenhill Capital Partners (GCP I), Greenhill Capital Partners II (GCP II), Greenhill Capital Partners Europe (GCP Europe), and Greenhill SAV Partners (GSAVP , together with GCP I, GCP II, and GCP Europe, the Merchant Banking Funds), which are families of merchant banking funds.

The Company s U.S and international wholly-owned subsidiaries that invest in merchant banking funds include Greenhill Capital Partners, LLC (GCPLLC) and Greenhill Venture Partners, LLC (GVP). The Company also owns a majority of the interests in Greenhill Capital Partners II, LLC (GCPII LLC). Greenhill Capital Partners Europe LLP (GCPE) was a wholly-owned subsidiary of the Company, however, as a result of the separation from the merchant banking business, as of December 31, 2010, GCPE is no longer included in the condensed consolidated results.

GCPLLC is an investment adviser registered under the Investment Advisers Act of 1940 (IAA). Prior to 2011, GCPLLC provided investment advisory services to GCP I and GCP II, the U.S. based private equity funds that invest in a diversified portfolio of private equity and equity-related investments. During 2010 GCPII LLC acted as manager for GCP I, GCP II and GSAVP.

GVP is an investment adviser registered under the IAA. Prior to 2011, GVP provided investment advisory services to GSAVP, a venture fund that invests in early growth stage companies in the tech-enabled and business information services industries.

The majority of the investors in GCP I, GCP II and GSAVP are unaffiliated third parties; however, the Company and its employees have also made investments in such entities. See Note 4 Investments Affiliated Merchant Banking Funds .

The Company also owns an interest in Iridium and certain other investments. See Note 4 Investments Other Investments .

Note 2 Summary of Significant Accounting Policies

Basis of Financial Information

These condensed consolidated financial statements are prepared in conformity with accounting principles generally accepted (GAAP) in the United States, which require management to make estimates and assumptions regarding future events that affect the amounts reported in our financial statements and these footnotes, including investment valuations, compensation accruals and other matters. Management believes that the estimates used in preparing its condensed consolidated financial statements are reasonable and prudent. Actual results could differ materially from those estimates. Certain reclassifications have been made to prior year information to conform to current year presentation.

The condensed consolidated financial statements of the Company include all consolidated accounts of Greenhill & Co., Inc. and all other entities in which the Company has a controlling interest after eliminations of all significant inter-company accounts and transactions. In accordance with the accounting pronouncements related to the consolidation of variable interest entities, the Company consolidates the general partners of the Merchant Banking Funds which it controls. The general partners account for their investments in the Merchant Banking Funds under the equity method of accounting. As such, the general partners record their proportionate shares of income (loss) from the underlying Merchant Banking Funds. As the Merchant Banking Funds follow investment company accounting, and generally record all their assets and liabilities at fair value, the general partners investment in the Merchant Banking Funds represents an estimation of fair value. The Company does not consolidate the Merchant Banking Funds since the Company, through its general partner and limited partner interests, does not have a majority of the economic interest in such funds and the limited partners have certain rights to remove the general partner by a simple majority vote of unaffiliated third-party investors.

These condensed consolidated financial statements are unaudited and should be read in conjunction with the audited consolidated financial statements and notes thereto for the year ended December 31, 2010 included in the Company s Annual Report on Form 10-K filed with the Securities and Exchange Commission. The condensed consolidated financial information as of December 31, 2010 has been derived from audited consolidated financial statements not included herein. The results of operations for interim periods are not necessarily indicative of results for the entire year.

Noncontrolling Interests

The Company records the noncontrolling interests of other consolidated entities as equity in the condensed consolidated statements of financial condition. Additionally, the condensed consolidated statements of income separately present income allocated to both noncontrolling interests and common stockholders.

The portion of the consolidated interests in the general partners of the Merchant Banking Funds not held by the Company is presented as noncontrolling interest in equity. See Note 4 Investments Affiliated Merchant Banking Funds .

GCP Capital Partners Holdings LLC (GCP Capital), an entity not controlled by the Company, had a preferred economic interest in the 2010 profits of GCPII LLC. During 2010 the excess of management fees revenues over amounts paid for compensation and other operating costs associated with the management of the Merchant Banking Funds accrued to the benefit of GCP Capital and was recorded as noncontrolling interest.

Revenue Recognition

Financial Advisory Fees

The Company recognizes financial advisory fee revenue for mergers and acquisitions or financing advisory and restructuring engagements when the services related to the underlying transactions are completed in accordance with the terms of the engagement letter. The Company recognizes private equity and real estate capital advisory fees at the time of the client s acceptance of capital or capital commitments in accordance with the terms of the engagement letter. Retainer fees are recognized as financial advisory fee revenue over the period in which the related service is rendered.

The Company s clients reimburse certain expenses incurred by the Company in the conduct of financial advisory engagements. Expenses are reported net of such client reimbursements. Client reimbursements totaled $1.8 million and $1.2 million for the three months ended June 30, 2011 and 2010, respectively and $3.1 million and $2.0 million for the six months ended June 30, 2011 and 2010, respectively.

Merchant Banking and Other Investment Revenues

Merchant banking revenues consist of (i) management fees derived from merchant banking activities (for periods prior to January 1, 2011), (ii) gains (or losses) on the Company s investments in Merchant Banking Funds, Iridium and other principal investment activities, and if any, (iii) profit overrides from the Merchant Banking Funds. See Note 4 Investments Affiliated Merchant Banking Funds .

Management fees earned from merchant banking activities are recognized over the period of related service.

The Company recognizes revenue on its investments in the Merchant Banking Funds based on its allocable share of realized and unrealized gains (or losses) reported by such funds. Investments held by the Merchant Banking Funds and certain other investments are recorded at estimated fair value. The value of Merchant Banking Fund investments in privately held companies is determined by the general partner of the fund after giving consideration to the cost of the security, the pricing of other sales of securities by the portfolio company, the price of securities of other companies comparable to the portfolio company, purchase multiples paid in other comparable third-party transactions, the original purchase price multiple, market conditions, liquidity, operating results and other qualitative and quantitative factors. Discounts may be applied to the funds privately held investments to reflect the lack of liquidity and other transfer restrictions. Investments in publicly traded securities are valued using quoted market prices discounted for any legal or contractual restrictions on sale. Because of the inherent uncertainty of valuations as well as the discounts applied, the estimated fair values of investments in privately held companies may differ significantly from the values that would have been used had a ready market for the securities existed. The values at which the Company s investments are carried on its condensed consolidated statements of financial condition are adjusted to estimated fair value at the end of each quarter and the volatility in general economic conditions, stock markets and commodity prices may result in significant changes in the estimated fair value of the investments from period to period.

If certain financial returns are achieved over the life of the fund, the Company recognizes merchant banking profit overrides at the time that certain financial returns are achieved. Profit overrides are generally calculated as a percentage of the profits over a specified threshold earned by each fund on investments managed on behalf of unaffiliated investors except the Company. When applicable, the profit overrides earned by the Company are recognized on an accrual basis throughout the year. In accordance with the relevant guidance, the Company records as revenue the amount that would be due pursuant to the fund agreements at each period end as if the fund agreements were terminated at that date. Overrides are generally calculated on a deal-by-deal basis but are subject to investment performance over the life of each merchant banking fund. The Company may be required to repay a portion of the overrides it realized in the event a minimum performance level is not achieved by the fund as a whole (we refer to these potential repayments as clawbacks). The Company would be required to establish a reserve for potential clawbacks if it were to determine that the likelihood of a clawback is probable and the amount of the clawback can be reasonably estimated. As of June 30, 2011, the Company believes it is more likely than not that the amount of profit overrides recognized as revenue in prior periods, which relates solely to its interest in GCP I, will be realized and accordingly, the Company has not reserved for any clawback obligations under applicable fund agreements. See Note 4 Investments Affiliated Merchant Banking Funds for further discussion of the merchant banking revenues recognized.

Investments

The Company s investments in the Merchant Banking Funds are recorded under the equity method of accounting based upon the Company s proportionate share of the fair value of the underlying merchant banking fund s net assets. The Company s other investments, which consider the Company s influence or control of the investee, are recorded at fair value or under the equity method of accounting based, in part, upon the Company s proportionate share of the investee s net assets.

Gains and losses on investment positions held, which arise from sales or changes in the fair value of investments are not predictable and can cause periodic fluctuations in net income and therefore subject the Company to market and credit risk.

Financial Advisory Fees Receivables

Receivables are stated net of an allowance for doubtful accounts. The estimate for the allowance for doubtful accounts is derived by the Company by utilizing past client transaction history and an assessment of the client s creditworthiness. The Company recorded bad debt expense of $0.1 million for both of the six month periods ended June 30, 2011 and 2010.

Restricted Stock Units

The Company accounts for its share-based compensation payments under which the fair value of restricted stock units granted to employees with future service requirements is recorded as compensation expense and are generally amortized over a five-year service period following the date of grant. Compensation expense is determined based upon the fair market value of the Company s common stock at the date of grant. As the Company expenses the awards, the restricted stock units recognized are recorded within equity. The restricted stock units are reclassified into common stock and additional paid-in capital upon vesting. The Company records as treasury stock the repurchase of stock delivered to its employees in settlement of tax liabilities incurred upon the vesting of restricted stock units. The Company records dividend equivalent payments, net of estimated forfeitures, on outstanding restricted stock units as a dividend payment and a charge to equity.

Earnings per Share

The Company calculates basic earnings per share (EPS) by dividing net income allocated to common stockholders by the weighted average number of shares outstanding for the period. Diluted EPS includes the determinants of basic EPS plus the dilutive effect of the common stock deliverable pursuant to restricted stock units for which future service is required as a condition to the delivery of the underlying common stock.

Under the treasury method, the number of shares issuable upon the vesting of restricted stock units included in the calculation of diluted EPS is the excess, if any, of the number of shares expected to be issued, less the number of shares that could be purchased by the Company with the proceeds to be received upon settlement at the average market closing price during the reporting period. The denominator for basic EPS includes the number of shares deemed issuable due to the vesting of restricted stock units for accounting purposes.

See Note 8 Earnings per Share for further discussion of the calculation of EPS.

Foreign Currency Translation

Assets and liabilities denominated in foreign currencies have been translated at rates of exchange prevailing at the end of the periods presented in accordance with the accounting guidance for foreign currency translation. Income and expenses transacted in foreign currencies have been translated at average monthly exchange rates during the period. Translation gains and losses are included in the foreign currency translation adjustment which is included as a component of other comprehensive income (loss) in the condensed consolidated statements of changes in equity. Foreign currency transaction gains and losses are included in the condensed consolidated statements of income.

Goodwill

Goodwill is the cost of acquired companies in excess of the fair value of identifiable net assets at acquisition date. The Company tests its goodwill for impairment at least annually. An impairment loss is triggered if the estimated fair value of an operating unit is less than estimated net book value. Such loss is calculated as the difference between the estimated fair value of goodwill and its carrying value.

Goodwill is translated at the rate of exchange prevailing at the end of the periods presented in accordance with the accounting guidance for foreign currency translation. Any translation gain or loss is included in the foreign currency translation adjustment included as a component of other comprehensive income in the condensed consolidated statement of changes in equity.

Business Combinations

Business combinations are accounted for in accordance with the guidance for business combinations. The Company uses a fair value approach to measure the assets acquired and the liabilities assumed in a business combination. Assets acquired and liabilities assumed in a business combination are valued at fair value, regardless of the purchaser s cost of acquisition. Any associated transaction costs are expensed as incurred.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the life of the assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the life of the asset or the remaining term of the lease. Estimated useful lives of the Company s fixed assets are generally as follows:

Aircraft 7 years

Equipment 5 years

Furniture and fixtures 7 years

Leasehold improvements the lesser of 10 years or the remaining lease term

Provision for Taxes

The Company accounts for taxes in accordance with the accounting guidance for income taxes which requires the recognition of tax benefits or expenses on the temporary differences between the financial reporting and tax bases of its assets and liabilities.

The Company follows the guidance for income taxes in recognizing, measuring, presenting and disclosing in its financial statements uncertain tax positions taken or expected to be taken on its income tax returns. Income tax expense is based on pre-tax accounting income, including adjustments made for the recognition or derecognition related to uncertain tax positions. The recognition or derecognition of income tax expense related to uncertain tax positions is determined under the guidance.

Deferred tax assets and liabilities are recognized for the future tax attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period of change. Management applies the more-likely-than-not criteria when determining tax benefits.

Cash and Cash Equivalents

The Company s cash and cash equivalents consist of (i) cash held on deposit with financial institutions, (ii) cash equivalents and (iii) restricted cash.

At June 30, 2011 and December 31, 2010, the Company had $59.4 million and $78.2 million, respectively, of cash and cash equivalents. The Company considers all highly liquid investments with a maturity date of three months or less, when purchased, to be cash equivalents. Cash equivalents primarily consist of money market funds and overnight deposits. At June 30, 2011 and December 31, 2010, the carrying value of the Company s cash equivalents amounted to $10.9 million and $9.4 million, respectively, which approximated fair value, and are included in total cash and cash equivalents.

Also included in the total cash and cash equivalents balance at June 30, 2011 and December 31, 2010 was $7.6 million and $7.7 million, respectively (including $3.4 million and $3.3 million at June 30, 2011 and December 31, 2010, respectively, restricted for the payout of the Greenhill Caliburn deferred compensation plan), of restricted cash. See Note 3 Acquisition .

The Company maintains its cash and cash equivalents with financial institutions with high credit ratings. The Company maintains deposits in federally insured financial institutions in excess of federally insured (FDIC) limits. However, management believes that the Company is not exposed to significant credit risk due to the financial position of the depository institutions in which those deposits are held.

Financial Instruments and Fair Value

The Company accounts for financial instruments measured at fair value in accordance with accounting guidance for fair value measurements and disclosures which establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under the pronouncement are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly; and

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument s level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. In determining the appropriate levels, the Company performs an analysis of the assets and liabilities that are subject to these disclosures. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs or instruments which trade infrequently and therefore have little or no price transparency are classified as Level 3. Transfers between levels are recognized as of the end of the period in which they occur.

Derivative Instruments

The Company accounts for warrants under the guidance for accounting for derivative instruments and hedging activities. In accordance with that guidance, the Company records warrants at estimated fair value in the condensed consolidated statements of financial condition with changes in estimated fair value during the period recorded in merchant banking and other investment revenues in the condensed consolidated statements of income. The Iridium $11.50 warrants, which were held by the Company prior to their conversion to shares of Iridium common stock on June 22, 2011, were not designated as hedging instruments.

Subsequent Events

The Company evaluates subsequent events through the date on which financial statements are issued.

Accounting Developments

In January 2010, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2010-06, Improving Disclosures about Fair Value Measurements . ASU No. 2010-06 provides amended disclosure requirements related to fair value measurements and specifically requires entities to disclose: i) the amounts of significant transfers between Level 1 and Level 2 of the fair value hierarchy and the reasons for the transfers; ii) the reasons for any transfers in or out of Level 3; and iii) information in the reconciliation of recurring Level 3 measurements about purchases, sales issuances and settlements on a gross basis. Since these amended principles require only additional disclosures concerning fair value measurements, adoption did not affect the Company s condensed consolidated financial statements.

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Note 3 Acquisition

On April 1, 2010, the Company acquired 100% ownership of Caliburn from its founding partners (the Acquisition). The Acquisition has been accounted for using the purchase method of accounting and the results of operations for Greenhill Caliburn have been included in the condensed consolidated statements of income from the date of acquisition.

The total purchase price was allocated to the assets acquired and liabilities assumed based on their estimated fair values as of April 1, 2010. The excess of the purchase price over the fair value of net assets acquired was recorded as goodwill. The fair value of the identifiable intangible assets acquired, which consisted of the trade name, the backlog of investment banking client assignments that existed at the time of the closing, and customer relationships, is amortized on a straight-line basis over the estimated remaining useful life of each asset over periods ranging between 2 to 3 years. For the three months ended June 30, 2011 and 2010, the Company recorded $0.9 million and $0.7 million of amortization expense, respectively, in respect of these assets. For the six months ended June 30, 2011 and 2010, the Company recorded $1.8 million and $0.7 million of amortization expense, respectively, in respect of these assets.

In connection with the Acquisition, the Company assumed amounts due under Caliburn s deferred compensation plan and acquired a corresponding amount of investments. Under this plan a portion of certain employees compensation was deferred and invested in cash or, at the election of each respective employee, in certain mutual fund investments. The cash and mutual fund investments will be distributed to those employees of Greenhill Caliburn, who were employed on the date of acquisition, over a 7 year period ending in 2016. The invested assets relating to this plan have been recorded on the condensed consolidated statements of financial condition as components of both cash and cash equivalents and other investments. A deferred compensation liability relating to the plan of $7.6 million as of June 30, 2011 has been recorded on the condensed consolidated statements of financial condition as a component of compensation payable. Subsequent to the Acquisition the Company has discontinued future participation in the plan. See Note 2 Summary of Significant Accounting Policies Cash and Cash Equivalents and Note 4 Investments Other Investments .

Set forth below are the Company s summary unaudited consolidated results of operations for the six months ended June 30, 2011 and the Company s summary unaudited pro forma results of operations for the six months ended June 30, 2010. The unaudited pro forma results of operations for the six months ended June 30, 2010 include the historical results of the Company and give effect to the Acquisition as if it had occurred on January 1, 2010. These pro forma results include the actual Caliburn results from January 1, 2010 through March 31, 2010.

The unaudited pro forma results of operations do not purport to represent what the Company s results of operations would actually have been had the Acquisition occurred as of January 1, 2010, or to project the Company s results of operations for any future period. Actual future results may vary considerably based on a variety of factors beyond the Company s control.

	For the Six Months Ended June 30,	
	2011	2010
	(in millions, unaudited)	
	(actual)	(pro forma)
Revenues	$139.1	$136.7
Income before taxes	30.6	33.5
Net income allocated to common stockholders	19.9	18.1
Diluted earnings per share	$0.64	$0.60

The pro forma results include: (i) an adjustment to Caliburn s compensation expense to Greenhill s historical ratio of compensation expense to revenue for the period presented, (ii) the elimination of professional fees of $1.4 million incurred by Caliburn in connection with the Acquisition in the three months ended March 31, 2010, and (iii) the recording of income tax expense resulting from the pro forma adjustments before tax at the Australian effective tax rate of 30%. The calculation of pro forma diluted earnings per share does not include the contingent convertible preferred shares issued to the founding partners of Caliburn in connection with the Acquisition. These shares may be converted in aggregate to 1,099,877 common shares in the event that Greenhill Caliburn achieves certain three and five year revenue targets.

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Note 4 Investments

Affiliated Merchant Banking Funds

In December 2009, the Company sold certain assets related to the merchant banking business, including the right to raise subsequent merchant banking funds and a 24% ownership interest in GCPII LLC, to GCP Capital, an entity not controlled by the Company. The Company retained a 76% interest in GCPII LLC. Under the terms of the separation agreement, the general partners of the Merchant Banking Funds delegated to GCPII LLC their obligation to manage and administer the affiliated funds during a transition period, which ended on December 31, 2010.

As consideration for the sale of the merchant banking business, in December 2009 the Company received 289,050 shares of its common stock with a value of $24.4 million. The Company recognized a gain of $21.8 million in 2009 and deferred $2.6 million of gains on the sale related to non-compete and trademark licensing agreements, which will be amortized over a 5 year period ending in 2014. For the three month periods ended June 30, 2011 and June 30, 2010, deferred gains of $0.2 million and $0.2 million, respectively, were recognized. For the six month periods ended June 30, 2011 and June 30, 2010, deferred gains of $0.4 million and $0.5 million, respectively, were recognized.

During 2010, the Company recorded the revenues and expenses related to the management of the Merchant Banking Funds in its consolidated results. However, during that period GCP Capital had a preferred economic interest in the first $10.0 million of profits of GCPII LLC and accordingly, the excess of management fee revenue over amounts incurred for compensation and other operating expenses during 2010 that accrued to the benefit of GCP Capital was presented as noncontrolling interest expense, which reduced net income allocated to common stockholders.

Effective January 1, 2011, the Company no longer manages the Merchant Banking Funds but will continue to retain control as the general partner of the Merchant Banking Funds. In addition to recording its direct investments in the affiliated funds, the Company consolidates each general partner in which it has a majority economic interest.

Prior to 2011, the Company s management fee income consisted of fees paid by the Merchant Banking Funds and other transaction fees paid by the portfolio companies. Effective January 1, 2011, the Company no longer receives any management fees and it delegated the management of the Merchant Banking Funds to GCP Capital.

On June 10, 2011, the Company sold substantially all of its capital interests in GCP II and its affiliated funds to certain unaffiliated third parties and certain principals of GCP Capital for an aggregate purchase price of $44.8 million, which represented the Company s carrying value of such capital interest as of March 31, 2011. The transaction agreement provided that the purchasers have the right, exercisable only in December 2012, to cause the Company to repurchase each of the capital account interests attributable to two specified portfolio companies of GCP II at a specified aggregate price of $14.3 million, subject to adjustments for distributions or capital calls (the Put Options). The transfer of the GCP II capital interests, which were not associated with the Put Options, was accounted for as a sale in accordance with accounting guidance for financial asset transfers. The GCP II capital account interests associated with the Put Options did not meet the requirements of sale accounting and therefore have been accounted for as secured borrowings in accordance with accounting guidance for financial asset transfers. In accordance with that guidance, the Company continues to record these capital interests subject to the Put Options as a component of investments in merchant banking funds on the condensed consolidated statements of financial condition and will recognize its proportional share of earnings or loss related to the capital interests subject to the Put Options on the condensed consolidated statements of income. The Company also recorded a corresponding liability for the consideration received, which has been included as a financing liability on the condensed consolidated statements of financial condition. For the three months ending June 30, 2011 the Company recorded a loss of $1.4 million on these capital accounts, which has been included as a component of merchant banking and other revenues on the condensed consolidated statements of income.

On June 14, 2011, the Company sold substantially all of its capital interests in GSAVP and its affiliated funds to an unaffiliated third party for a purchase price of $3.7 million, which represented the Company s carrying value of such capital interests as of March 31, 2011. The transfer of all the capital interests related to GSAVP has been accounted for as a sale in accordance with accounting guidance for financial asset transfers, with no associated gain or loss recorded during the three months ending June 30, 2011.

Investment gains or losses from merchant banking and other investment activities are comprised of investment income, realized and unrealized gains or losses from the Company s investment in the Merchant Banking Funds, Iridium and certain other investments, and the consolidated earnings of the general partner in which it has control, offset by allocated expenses of the funds. That portion of the earnings or losses of the general partner which is held by employees and former employees of the Company is recorded as net income allocated to noncontrolling interests.

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As the general partner, the Company controls investment decisions for the Merchant Banking Funds and is entitled to receive from the funds a portion of the override of the profits realized from investments. The Company recognizes profit overrides related to the Merchant Banking Funds at the time certain performance hurdles are achieved.

The Company s merchant banking and other investment revenues, by source, are as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2011	2010	2011	2010
	(in thousands, unaudited)			
Management fees	$	$ 3,666	$	$ 8,064
Net realized and unrealized gains (losses) on investments in merchant banking funds	(874)	(969)	826	521
Net realized and unrealized merchant banking profit overrides	(49)		(49)	91
Net unrealized gain on investment in Iridium	5,618	18,943	3,443	24,902
Other realized and unrealized investment income (loss)	36	(390)	36	(390)
Recognition of deferred gain on sale of merchant banking assets	203	249	406	549
Total merchant banking and other investment revenues	$ 4,934	$ 21,499	$ 4,662	$ 33,737

The carrying value of the Company s investments in the Merchant Banking Funds are as follows:

	As of June 30, 2011 (in thousands, unaudited)	As of December 31, 2010 (in thousands, audited)
Investment in GCPE	$ 20,506	$ 18,271
Investment in GCP II	1,610	46,533
Investment in GCP II subject to Put Options	12,900	
Investment in other merchant banking funds	5,763	8,728
Total investments in the Merchant Banking Funds	$ 40,779	$ 73,532

The Company s investment in other merchant banking funds are principally comprised of the remaining investments in GCP I, GCP III, and GSAVP.

The investment in GCP I included $0.3 million at both June 30, 2011 and December 31, 2010 related to the noncontrolling interests in the managing general partner of GCP I held directly by the limited partners of its general partner. The investment in GCP II included $1.1 million at both June 30, 2011 and December 31, 2010 related to the noncontrolling interests in the general partner of GCP II.

Approximately $0.3 million of the Company s compensation payable related to profit overrides for unrealized gains of the Merchant Banking Funds at both June 30, 2011 and December 31, 2010. This amount may increase or decrease depending on the change in the fair value of the Merchant Banking Funds portfolio, and is payable, subject to clawback, at the time cash proceeds are realized.

At June 30, 2011, the Company had unfunded commitments of $23.8 million to certain of the Merchant Banking Funds, which included unfunded commitments to GCP Europe of $19.5 million (or £12.2 million), which may be drawn through December 2012. In addition, the Company had unfunded commitments of $4.3 million to other merchant banking funds, the majority of which may be drawn through November 2015. For each of the Merchant Banking Funds, up to 15% of the commitment amount may be drawn for follow-on investments over the two year period after the expiration of the commitment period.

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Other Investments

The Company has other investments including investments in Iridium, Barrow Street Capital III, LLC (Barrow Street III) and certain deferred compensation plan investments related to the Caliburn Acquisition. The Company s other investments are as follows:

	As of June 30, 2011 (in thousands, unaudited)	As of December 31, 2010 (in thousands, audited)
Iridium Common Stock	$ 84,805	$ 73,623
Iridium $11.50 Warrants	-	7,280
Barrow Street III	2,284	2,383
Deferred compensation plan investments	4,250	4,087
Total other investments	$ 91,339	$ 87,373

Iridium

At December 31, 2010, the Company owned 8,924,016 shares of Iridium Common Stock and warrants to purchase 4,000,000 additional shares of Iridium Common Stock at $11.50 per share (Iridium $11.50 Warrants). At December 31, 2010, the Company s fully diluted share ownership in Iridium was approximately 12%.

At June 30, 2011, the Company owned 9,804,016 shares of Iridium Common Stock and had a fully diluted share ownership in Iridium of approximately 13%. In June 2011, the Company participated in Iridium s tender offer to exchange its Iridium $11.50 Warrants, which permitted any holder of such warrants to receive one common share of Iridium Common Stock for every 4.55 warrants validly tendered. The Company tendered 4,000,000 Iridium $11.50 Warrants in exchange for 880,000 shares of Iridium Common Stock.

At June 30, 2011 and December 31, 2010, the carrying value of the investments in Iridium Common Stock was valued at its closing quoted market price. Since the closing of the acquisition of Iridium in September 2009, an active trading market had not existed for the Iridium $11.50 Warrants and accordingly, at December 31, 2010, the Company used an internally developed model to value such warrants, which took into account various standard option valuation methodologies, including Black Scholes modeling. Selected inputs for the Company s model include: (i) the terms of the warrants, including exercise price, exercisability threshold and expiration date; and (ii) externally observable factors including the trading price of Iridium shares, yields on U.S. Treasury obligation and various equity volatility measures, including historical volatility of broad market indices.

Barrow Street Capital III

The Company committed $5.0 million to Barrow Street III, a real estate investment fund, of which $0.1 million remains unfunded at June 30, 2011. The unfunded amount may be called at any time prior to the expiration of the fund in 2013 to preserve or enhance the value of existing investments.

Other Investments

In connection with the Acquisition, the Company acquired certain mutual fund investments related to Caliburn s deferred compensation plan. See Note 3 Acquisition .

Fair Value Hierarchy

The following tables set forth, by level, the assets and liabilities measured at fair value on a recurring basis. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

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Assets Measured at Fair Value on a Recurring Basis as of June 30, 2011

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance as of June 30, 2011
	(in thousands, unaudited)			
Assets				
Iridium Common Stock	$ 84,805	$	$	$ 84,805
Deferred compensation plan investments		4,250		4,250
Total investments	$ 84,805	$ 4,250	$	$ 89,055

Assets Measured at Fair Value on a Recurring Basis as of December 31, 2010

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance as of December 31, 2010
	(in thousands, unaudited)			
Assets				
Iridium Common Stock	$ 73,623	$	$	$ 73,623
Iridium $11.50 Warrants			7,280	7,280
Deferred compensation plan investments		4,087		4,087
Total investments	$ 73,623	$ 4,087	$ 7,280	$ 84,990

Level 3 Gains and Losses

The following table sets forth a summary of changes in the fair value of the Company s Level 3 investments for the three months ended June 30, 2011.

	Beginning Balance April 1, 2011	Realized Gains or (Losses)	Unrealized Gains or (Losses)	Purchases, Sales, Other Settlements and Issuances, net	Net Transfers in and/or out of Level 3	Ending Balance June 30, 2011
	(in thousands, unaudited)					
Assets						
Iridium $11.50 Warrants	$ 7,960	$	$	$	$ (7,960)	$
Total Level 3 investments	$ 7,960	$	$	$	$ (7,960)	$

The following table sets forth a summary of the changes in the fair value of the Company s Level 3 investments for the six months ended June 30, 2011

	Beginning Balance January 1, 2011	Realized Gains or (Losses)	Unrealized Gains or (Losses)	Purchases, Sales, Other Settlements and Issuances, net	Net Transfers in and/or out of Level 3	Ending Balance June 30, 2011
	(in thousands, unaudited)					
Assets						
Iridium $11.50 Warrants	$ 7,280	$	$ 680	$	$ (7,960)	$
Total Level 3 investments	$ 7,280	$	$ 680	$	$ (7,960)	$

Effective June 22, 2011, the Company participated in Iridium s tender offer to exchange the Iridium $11.50 Warrants for shares of common stock. The Iridium $11.50 Warrants were historically valued using an internally developed model and classified as a Level 3 investment. Upon exchange, the shares are valued using quoted market prices and classified as a Level 1 investment.

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The following table sets forth a summary of changes in the fair value of the Company s Level 3 investments for the three months ended June 30, 2010.

	Beginning Balance April 1, 2010	Realized Gains or (Losses)	Unrealized Gains or (Losses)	Purchases, Sales, Other Settlements and Issuances, net	Net Transfers in and/or out of Level 3	Ending Balance June 30, 2010
			(in thousands, unaudited)			
Assets						
Iridium $11.50 Warrants	$ 8,760	$	$ 1,520	$	$	$ 10,280
Total Level 3 investments	$ 8,760	$	$ 1,520	$	$	$ 10,280

The following table sets forth a summary of the changes in the fair value of the Company s Level 3 investments for the six months ended June 30, 2010.

	Beginning Balance January 1, 2010	Realized Gains or (Losses)	Unrealized Gains or (Losses)	Purchases, Sales, Other Settlements and Issuances, net	Net Transfers in and/or out of Level 3	Ending Balance June 30, 2010
			(in thousands, unaudited)			
Assets						
Iridium $11.50 Warrants	$ 8,015	$	$ 2,265	$	$	$ 10,280
Total Level 3 investments	$ 8,015	$	$ 2,265	$	$	$ 10,280

Note 5 Related Parties

At June 30, 2011 and December 31, 2010, the Company had payables of $2,816 and $144,365, respectively, due to the Merchant Banking Funds, which relate to general operating expenses, and are included in due to affiliates on the condensed consolidated statements of financial condition.

In conjunction with the sale of certain assets of the merchant banking business, the Company agreed to sublease office space to GCP Capital for a period of three to five years beginning in January 2011. The Company also subleases airplane and office space to a firm owned by an executive of the Company. The Company recognized rent reimbursements of $0.4 million and $17,430 for the three months ended June 30, 2011 and 2010, respectively, and $0.7 million and $34,860 for the six months ended June 30, 2011 and 2010, respectively, as a reduction of occupancy and equipment rental on the condensed consolidated statements of income.

Note 6 Revolving Bank Loan Facility

At June 30, 2011, the Company had a $60.0 million revolving loan facility from a U.S. banking institution to provide for working capital needs and for other general corporate purposes. The revolving loan facility was reduced from $75.0 million at December 31, 2010 to $60.0 million effective April 30, 2011. The revolving loan facility is secured by any cash distributed in respect of the remainder of our interests in the U.S. based merchant banking funds and cash distributions from G&Co, and is subject to a borrowing base limitation. The facility reduces to $50.0 million effective September 30, 2011 and has a maturity date of April 30, 2012. Interest on borrowings is based on the higher of the Prime Rate or 4.0% and is payable monthly. In addition, the revolving loan facility has a prohibition on the incurrence of additional indebtedness without the prior approval of the lenders and the Company is required to comply with certain financial and liquidity covenants. The weighted average daily borrowings outstanding under the loan facility were approximately $60.1 million and $54.7 million for the six months ended June 30, 2011 and 2010, respectively. The weighted average interest rate was 4.0% for both periods ended June 30, 2011 and 2010. At June 30, 2011, the Company was compliant with all loan covenants.

Note 7 Equity

On June 15, 2011, a dividend of $0.45 per share was paid to stockholders of record on June 1, 2011. During the six months ended June 30, 2011 and 2010, dividend equivalents of $2.6 million and $2.5 million, respectively, were paid on the restricted stock units that are expected to vest.

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During the six months ended June 30, 2011, 585,368 restricted stock units vested and were issued as common stock of which the Company is deemed to have repurchased 256,778 shares at an average price of $69.32 per share in conjunction with the payment of tax liabilities in respect of stock delivered to its employees in settlement of restricted stock units. In addition, during the six months ended June 30, 2011, the Company repurchased in open market transactions 372,262 shares of its common stock at an average price of $51.63.

During the six months ended June 30, 2010, 658,829 restricted stock units vested and were issued as common stock of which the Company is deemed to have repurchased 283,629 shares at an average price of $79.05 per share in conjunction with the payment of tax liabilities in respect of stock delivered to its employees in settlement of restricted stock units. In addition, during the six months ended June 30, 2010, the Company repurchased in open market transactions 42,000 shares of its common stock at an average price of $65.02.

Note 8 Earnings per Share

The computations of basic and diluted earnings per share are set forth below:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2011	2010	2011	2010
	(in thousands, except per share amounts, unaudited)			
Numerator for basic and diluted EPS net income allocated to common stockholders	$ 21,483	$ 17,550	$ 19,902	$ 18,062
Denominator for basic EPS weighted average number of shares	31,010	30,708	31,179	30,301
Add dilutive effect of:				
Weighted average number of incremental shares issuable from restricted stock units	1	61	9	71
Denominator for diluted EPS weighted average number of shares and dilutive potential shares	31,011	30,769	31,188	30,372
Earnings per share:				
Basic	$ 0.69	$ 0.57	$ 0.64	$ 0.60
Diluted	$ 0.69	$ 0.57	$ 0.64	$ 0.59

The weighted number of shares and dilutive potential shares do not include the contingent convertible preferred shares issued to the founding partners of Caliburn in connection with the Acquisition. Such shares will potentially convert to shares of the Company s common stock in tranches of 659,926 and 439,951 shares on the third and fifth anniversary of the closing of the Acquisition, respectively, if certain revenue targets are achieved. At the time a revenue target is achieved such shares will be included in the Company s share count. If the revenue targets for a tranche are not achieved, the contingent convertible preferred shares in that tranche will be cancelled.

Note 9 Income Taxes

The Company s effective tax rate will vary depending on the source of the income. Investment and certain foreign sourced income are taxed at a lower effective rate than U.S. trade or business income.

Based on the Company s historical taxable income and its expectation for taxable income in the future, management expects that the deferred tax asset, which relates principally to compensation expense deducted for book purposes but not yet deducted for tax purposes, will be realized as offsets to: (i) the realization of its deferred tax liabilities and (ii) future taxable income. Included in other receivables in the condensed consolidated statements of financial condition are income tax receivables of $0.2 million and $1.9 million as of June 30, 2011 and December 31, 2010, respectively.

Any gain or loss resulting from the translation of deferred taxes for foreign affiliates is included in the foreign currency translation adjustment incorporated as a component of other comprehensive income, net of tax, in the condensed consolidated statements of changes in equity.

The Company s income tax returns are routinely examined by the U.S. federal, U.S. state, and international tax authorities. The Company regularly assesses its tax positions with respect to applicable income tax issues for open tax years in each respective jurisdiction in which the Company operates. As of June 30, 2011, the Company does not believe the resolution of any current ongoing income tax examinations will have a material adverse impact on the financial position of the Company.

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Note 10 Regulatory Requirements

Certain subsidiaries of the Company are subject to various regulatory requirements in the United States, the United Kingdom and Australia, which specify, among other requirements, minimum net capital requirements for registered broker-dealers.

G&Co is subject to the SEC s Uniform Net Capital requirements under Rule 15c3-1 (the Rule), which specifies, among other requirements, minimum net capital requirements for registered broker-dealers. The Rule requires G&Co to maintain minimum net capital of the greater of $5,000 or 1/15 of aggregate indebtedness, as defined in the Rule. As of June 30, 2011, G&Co s net capital was $2.5 million, which exceeded its requirement by $2.0 million. G&Co s aggregate indebtedness to net capital ratio was 3.01 to 1 at June 30, 2011. Certain distributions and other capital withdrawals of G&Co are subject to certain notifications and restrictive provisions of the Rule.

GCI and GCEI are subject to capital requirements of the FSA. Greenhill Caliburn is subject to capital requirements of the ASIC. As of June 30, 2011, GCI, GCEI and Greenhill Caliburn were in compliance with local capital adequacy requirements.

Note 11 Business Information

The Company s activities as an investment banking firm constitute a single business segment, with two principal sources of revenue:

- Financial advisory, which includes engagements relating to mergers and acquisitions, financing advisory and restructuring, and private equity and real estate capital advisory services; and

- Merchant banking, which includes the Company s principal investments in the Merchant Banking Funds, Iridium and other investments. Prior to 2011, merchant banking also included the management of outside capital invested in affiliated merchant banking funds.

The following provides a breakdown of our revenues by source for the three and six month periods ended June 30, 2011 and 2010, respectively:

	For the Three Months Ended			
	June 30, 2011		June 30, 2010	
	Amount	% of Total	Amount	% of Total
	(in millions, unaudited)			
Financial advisory fees	$ 85.6	94%	$ 61.9	74%
Merchant banking and other investment revenues	5.2	6%	21.6	26%
Total revenues	$ 90.8	100%	$ 83.5	100%

	For the Six Months Ended			
	June 30, 2011		June 30, 2010	
	Amount	% of Total	Amount	% of Total
	(in millions, unaudited)			
Financial advisory fees	$ 134.1	96%	$ 98.5	74%
Merchant banking and other investment revenues	5.0	4%	33.9	26%
Total revenues	$ 139.1	100%	$ 132.4	100%

As described in Note 4 Investments Affiliated Merchant Banking Funds , the Company completed the sale of certain assets related to our merchant banking business in December 2009. Effective December 31, 2010, the Company no longer manages the Merchant Banking Funds but will continue to act as the general partner of the funds. In reporting to management, the Company distinguishes the sources of its investment banking revenues between financial advisory and merchant banking and other investment revenues. However, management does not evaluate other financial data or operating results such as operating expenses, profit and loss or assets by its financial advisory and merchant banking activities. See Note 4 Investments Affiliated Merchant Banking Funds .

Note 12 Subsequent Event

On July 16, 2011, the Board of Directors of the Company declared a quarterly dividend of $0.45 per share. The dividend will be payable on September 21, 2011 to the common stockholders of record on September 7, 2011.

Item 2. Management s Discussion and Analysis of Financial Condition and Results of Operations

In this Management s Discussion and Analysis of Financial Condition and Results of Operations, we , our , firm and us refer to Greenhill & Co., Inc.

This Management s Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 and subsequent Forms 8-K.

Cautionary Statement Concerning Forward-Looking Statements

The following discussion should be read in conjunction with our condensed consolidated financial statements and the related notes that appear elsewhere in this report. We have made statements in this discussion that are forward-looking statements. In some cases, you can identify these statements by forward-looking words such as may , might , will , should , expect , plan , anticipate , believe , estimate , intend , predict , potential or continue , the negative of these terms and other comparable terminology. These forward-looking statements, which are subject to risks, uncertainties and assumptions about us, may include projections of our future financial performance, based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements. In particular, you should consider the numerous risks outlined under Risk Factors in our 2010 Annual Report on Form 10-K.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. We are under no duty to update any of these forward-looking statements after the date of this filing to conform our prior statements to actual results or revised expectations.

Overview

Greenhill is a leading independent investment bank focused on providing financial advice related to significant mergers, acquisitions, restructurings, financings and capital raising to corporations, partnerships, institutions and governments. We act for clients located throughout the world from our offices in New York, London, Frankfurt, Sydney, Tokyo, Toronto, Chicago, Dallas, Houston, Los Angeles, Melbourne and San Francisco.

Our revenues are principally derived from providing financial advisory services on mergers and acquisitions, or M&A, financings and restructurings, and are primarily driven by total deal volume and size of individual transactions. Additionally, our private capital and real estate capital advisory groups provide fund placement and other capital raising advisory services, where revenues are driven primarily by the amount of capital raised.

Greenhill was established in 1996 by Robert F. Greenhill, the former President of Morgan Stanley and former Chairman and Chief Executive Officer of Smith Barney. Since our founding, Greenhill has grown steadily, recruiting a number of managing directors from major investment banks (as well as senior professionals from other institutions), with a range of geographic, industry and transaction specialties as well as different sets of corporate management and other relationships. As part of this expansion, we opened a London office in 1998, opened a Frankfurt office in 2000 and began offering financial restructuring advice in 2001. On May 11, 2004, we converted from a limited liability company to a corporation, and completed an initial public offering of our common stock. We opened our Dallas office in 2005 and our Toronto office in 2006. In 2008, we opened offices in Chicago, San Francisco and Tokyo, and we entered the private capital advisory business, which provides capital raising and related services to private equity and real estate funds. We opened our Houston and Los Angeles offices in 2009.

On April 1, 2010, we acquired the Australian advisory firm Caliburn, with six managing directors and 40 total employees at that time. Caliburn has established a strong position in that market over its 11 year history and operates in Australia and New Zealand under the name Greenhill Caliburn. Caliburn s operating results are included in our financial results effective as of the date of acquisition.

Prior to 2011, we also managed merchant banking funds and similar vehicles. We raised our first private equity fund in 2000, our first venture capital fund in 2006 and our first European merchant banking fund in 2007. We completed the initial public offering of our special purpose acquisition company, GHL Acquisition Corp., in 2008, and that entity merged with Iridium Communications, Inc. (Iridium) in 2009. In June 2011, we sold substantially all of our interest in two merchant banking funds (Greenhill Capital Partners II (GCP II) and Greenhill SAV Partners (GSAVP)) that we sponsored prior to our exit from that business in 2010. As of June 30, 2011 our investments principally consisted of our investments in Iridium and our European merchant banking fund.

Business Environment

Economic and global financial market conditions can materially affect our financial performance. See Risk Factors in our 2010 Annual Report on Form 10-K filed with the Securities and Exchange Commission. Revenues and net income in any period may not be indicative of full year results or the results of any other period and may vary significantly from year to year and quarter to quarter.

Our financial advisory revenues increased by 38% to $85.6 million in the second quarter of 2011 compared to $61.9 million in the second quarter of 2010. For the six months ended June 30, 2011 financial advisory revenues were $134.1 million compared to $98.5 million for the comparable period in 2010, representing an increase of 36%. During the six months ended June 30, 2011 as compared to the same period in the prior year, worldwide completed M&A volume increased by 36%, from $906.2 billion to $1,233.9 billion.[1]

While M&A transaction activity has increased in 2011 as compared to 2010, the level of activity is still far below historic levels. We are observing a significant increase in North American activity, continued strength in Australia and the beginnings of a rebound from an extended difficult transaction period in Europe.

We generally experience significant variations in revenues and profits during each quarterly period. These variations can generally be attributed to the fact that our revenues are usually earned in large amounts throughout the year upon the successful completion of a transaction or restructuring or closing of a fund, the timing of which is uncertain and is not subject to our control. Moreover, the value of our principal investments may vary significantly from period to period and depends on a number of factors beyond our control, including most notably credit and public equity markets and general economic conditions. As a result, our quarterly results vary and our results in one period may not be indicative of our results in any future period.

1 Global M&A completed transaction volume for the six months ended June 30, 2011 as compared to the six months ended June 30, 2010. Source: Thomson Financial as of July 8, 2011.

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Results of Operations

Summary

Our revenues of $90.8 million for the second quarter of 2011 compare with revenues of $83.5 million for the second quarter of 2010, which represents an increase of $7.3 million, or 9%. During the second quarter of 2011 our financial advisory revenues increased $23.7 million over the second quarter of 2010 while merchant banking revenues declined by $16.4 million. On a year-to-date basis, revenues through June 30, 2011 were $139.1 million, compared to $132.4 for the comparable period in 2010, which represented an increase of $6.7 million, or 5%. The increase in our year-to-date 2011 revenues as compared to the same period in 2010 resulted from an increase in financial advisory revenue of $35.6 million offset by a decrease in merchant banking revenues of $28.9 million.

Our second quarter net income allocable to common stockholders of $21.5 million and diluted earnings per share of $0.69 compare to net income allocable to common stockholders of $17.6 million and diluted earnings per share of $0.57 in the second quarter of 2010. For the six months ended June 30, 2011 we earned net income available to common stockholders of $19.9 million and diluted earnings per share of $0.64 as compared to net income available to common stockholders of $18.1 million and diluted earnings per share of $0.59, respectively for the same period in 2010.

Our quarterly revenues and net income can fluctuate materially depending on the number and size of completed transactions on which we advised, the number and size of investment gains (or losses) and other factors. Accordingly, the revenues and net income in any particular period may not be indicative of future results.

Revenues By Source

The following provides a breakdown of total revenues by source for the three month and six month periods ended June 30, 2011 and 2010, respectively:

Revenue by Principal Source of Revenue

	For the Three Months Ended			
	June 30, 2011		June 30, 2010	
	Amount	% of Total	Amount	% of Total
	(in millions, unaudited)			
Financial advisory fees	$ 85.6	94%	$ 61.9	74%
Merchant banking and other investment revenues	5.2	6%	21.6	26%
Total revenues	$ 90.8	100%	$ 83.5	100%

	For the Six Months Ended			
	June 30, 2011		June 30, 2010	
	Amount	% of Total	Amount	% of Total
	(in millions, unaudited)			
Financial advisory fees	$ 134.1	96%	$ 98.5	74%
Merchant banking and other investment revenues	5.0	4%	33.9	26%
Total revenues	$ 139.1	100%	$ 132.4	100%

Financial Advisory Revenues

Financial advisory revenues primarily consist of financial advisory and transaction related fees earned in connection with advising clients in mergers, acquisitions, financings, restructurings, capital raisings or similar transactions. We earned $85.6 million in financial advisory revenue in the second quarter of 2011 compared to $61.9 million in the second quarter of 2010, which represents an increase of 38%. The increase in financial advisory revenue in the second quarter of 2011 as compared to the same period in 2010 resulted from a greater number of completed assignments, an increase in the volume of strategic advisory assignments with related retainer fees, and a greater number of fee generating transaction announcements as compared to the second quarter of 2010.

For the six months ended June 30, 2011, financial advisory revenues were $134.1 million compared to $98.5 million for the comparable period in 2010, representing an increase of 36%. This increase principally resulted from a greater volume of assignments. During the six months ended June 30, 2011 we earned $1 million or more from 36 clients compared to 20 clients in the same period in 2010, representing an increase of 80%.

Completed assignments in the second quarter of 2011 included:

- the sale of the publicly held interest in Alcon, Inc. to Novartis AG;
- the sell-down of shares in Bionomics Limited by Start-up Australia Ventures Pty Limited;
- advising Bridgepoint Advisors Limited on the acquisition of CABB GmbH;
- the sale of CHAMP Venture s Retail Apparel Group Pty Ltd to Navis Capital Partners;
- the sale of Close Brothers plc s Cayman based offshore business to Intertrust Group Holding S.A.;
- the representation of Constar International Inc. in conjunction with its pre-arranged Chapter 11 proceedings;
- the acquisition by Earthlink, Inc. of One Communications Corp.;
- advising Guinness Peat Group Plc on its strategy to realize value on its investment portfolio;
- the sale of Tegel Foods Limited to Affinity Equity Partners;
- the acquisition of Tower Australia Group Limited by Dai-ichi Life Insurance Co. and
- the acquisition by The Travelers Companies, Inc. of J. Malucelli Participações em Seguros e Resseguros S.A.

During the quarter, we also served as global placement agent on behalf of three private equity funds in connection with interim closings on the sale of their limited partner interests.

Merchant Banking and Other Investment Revenues

Effective December 31, 2010, we exited the merchant banking business in order to focus entirely on our financial advisory business. Prior to that time, our merchant banking activities consisted primarily of management of and investment in Greenhill s historic merchant banking funds. During a transition period in 2010 we managed and administered the merchant banking funds and recorded the revenue and expenses related to our management of the merchant banking funds in our consolidated results. Under the arrangement with GCP Capital Partners Holdings LLC (GCP Capital), an entity which is independent from the firm, during 2010 the excess of the management fee revenue over the amount paid for compensation and other operating costs associated with the management of the funds accrued to the benefit of GCP Capital and was recorded as noncontrolling interest. On January 1, 2011, GCP Capital took over the management of the merchant banking funds. As a result of our separation from the merchant banking business, beginning in 2011 we no longer generate management fee revenue or incur expenses from the management of the merchant banking funds. In June 2011, we sold substantially all of our interests in GCP II and GSAVP for an aggregate price of $48.5 million, which represented the book value (which approximated fair value) of these assets as of March 31, 2011. We did not recognize any

gain or loss on the sale of our interests in GCP II and GSAVP in the current quarter. We continue to hold our investment in Iridium (NASDAQ: IRDM) as well as retain our investments in Greenhill Capital Partners Europe (GCP Europe) and certain other merchant banking funds. We will continue to record realized and unrealized changes in the fair value of our investments on a quarterly basis until such investments are liquidated over time. See Item 2. Management s Discussion and Analysis of Financial Condition and Results of Operations Liquidity and Capital Resources .

The following table sets forth additional information relating to our merchant banking and other principal investment revenues:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2011	2010	2011	2010
	(in millions, unaudited)			
Management fees	$	$ 3.7	$	$ 8.1
Net realized and unrealized gains (losses) on investments in merchant banking funds	(0.9)	(1.0)	0.8	0.5
Net realized and unrealized merchant banking profit overrides				0.1
Net unrealized gain on investment in Iridium	5.6	18.9	3.4	24.9
Other realized and unrealized investment income (loss)		(0.3)		(0.3)
Recognition of deferred gain on sale of merchant banking assets	0.2	0.2	0.4	0.5
Interest income	0.3	0.1	0.4	0.1
Total merchant banking and other investment revenues	$ 5.2	$ 21.6	$ 5.0	$ 33.9

Our total merchant banking and other investment revenues for the second quarter of 2011 were $5.2 million, which compares to $21.6 million of merchant banking and other investment revenues for the second quarter of 2010. The decrease of $16.4 million in the second quarter of 2011 as compared to the same period in 2010 principally related to a smaller increase in the market value of Iridium. For the three months ended June 30, 2011 we recognized an unrealized gain of $5.6 million from our investment in Iridium compared to the recognition of an unrealized gain in Iridium of $18.9 million in the same period in 2010. Additionally, as a result of our separation from the management of the merchant banking funds at year-end 2010, we did not earn management fees in 2011. In the second quarter of 2010 we earned management fees of $3.7 million.

For the six months ended June 30, 2011, we earned $5.0 million in merchant banking and other investment revenues compared to $33.9 million for the six months ended June 30, 2010. The decrease in our merchant banking and other investment revenues of $28.9 million primarily related to a smaller increase in the market value of Iridium year-to-date in 2011 compared to the same period in 2010. During the six month period ended June 30, 2011 we recognized an unrealized gain of $3.4 million in the value of our investment in Iridium compared to the recognition of an unrealized gain in Iridium of $24.9 million in the same year-to-date period in 2010. Additionally, for the six months ended June 30, 2010 we earned management fee revenue of $8.1 million.

We recognize gains or losses from our investment in Iridium from both the recording of realized sale activity, if any, and marking to market our holdings to record unrealized gains or losses at the end of any period. At June 30, 2011, we owned 9,804,016 shares of Iridium, or approximately 13% of Iridium s common stock on a fully diluted basis, which had a value of $84.8 million. In June 2011, we participated in Iridium s tender offer which permitted us to exchange the 4,000,000 Iridium $11.50 warrants we owned for 880,000 shares of Iridium common stock.

We recognize revenue on investments in merchant banking funds based on our allocable share of realized and unrealized gains (or losses) reported by such funds on a quarterly basis. In addition, we recognize the consolidated earnings of the general partners of the funds which we control, offset by allocated expenses of those funds. We record our investments at estimated fair value. The value of the merchant banking fund investments in privately held companies is determined on a quarterly basis by the general partner of the fund after giving consideration to the cost of the security, the pricing of other sales of securities by the portfolio company, the price of securities of other companies comparable to the portfolio company, purchase multiples paid in other comparable third-party transactions, the original purchase price multiple, market conditions, liquidity, operating results and other quantitative and qualitative factors. Discounts may be applied to the funds privately held investments to reflect the lack of liquidity and other transfer restrictions. Investments held by the merchant banking funds in publicly traded securities are valued using quoted market prices discounted for any legal or contractual restrictions on sale. Because of the inherent uncertainty of valuations as well as the discounts applied, the estimated fair values of investments in privately held companies may differ significantly from the values that would have been used had a ready market for the securities existed. Furthermore, due to the volatility in general economic conditions, stock markets and commodity prices we may record significant changes in the fair value of the investments from quarter to quarter.

Significant changes in the estimated fair value of our investments may have a material effect, positive or negative, on our revenues and thus our results of operations. See Item 2. Management s Discussion and Analysis of Financial Condition and Results of Operations Critical Accounting Policies and Estimates Revenue Recognition Merchant Banking and Other Investment Revenues .

Although we sold substantially all of our interests in GCP II and GSAVP (the Sale), we continue to act as the general partner of each of the funds and continue to be entitled to a share of the profit override. Under the terms of the Sale we did, however, transfer to each of the respective purchasers of GCP II and GSAVP nine of the ten points of the profit overrides previously allocated to us by each fund for investments made prior to 2010. Accordingly, we are now entitled to receive approximately 5% of the profit override earned from each of GCP II and GSAVP after certain performance hurdles are met; whether these hurdles can be met will depend on the underlying fair value of each portfolio company in each fund. Overrides are generally calculated on a deal-by-deal basis but are subject to investment performance over the life of each merchant banking fund. We may be required to repay a portion of the overrides to the limited partners of the funds in the event a profit override has been realized and paid to the general partner and a minimum performance level is not achieved by the fund as a whole (we refer to these potential repayments as clawbacks). As of June 30, 2011, the net internal rate of return of the fund investments in GCP Europe and GSAVP were negative and the investment in GCP II was approximately breakeven. We have not recognized profit overrides from GCP II, GSAVP and GCPE. Unless there are significant gains in the value of the portfolio companies in each fund it is not likely that the profit threshold for any of the funds will be exceeded and accordingly is not likely that profit override revenue will be recognized.

As of June 30, 2011 we had remaining investments in merchant banking funds of $40.8 million. Included in this amount is the estimated fair market value of $12.9 million as of June 30, 2011 of the capital account interests attributable to two specified portfolio companies of GCP II that the purchasers of our interests in GCP II have the right, exercisable in December 2012, to require us to repurchase. Until the repurchase option expires or is exercised in December 2012 we will record gains or losses on these investments. During the second quarter of 2011 we recorded a loss of $1.4 million on these investments. See Item 2. Management s Discussion and Analysis of Financial Condition and Results of Operations Liquidity and Capital Resources .

For our remaining investments in the merchant banking funds the size and timing of changes in the fair value are tied to a number of different factors, including the performance of the particular portfolio companies, general economic conditions in the debt and equity markets and other factors which affect the industries in which the funds are invested. For our investment in Iridium the value of our investment is based on changes in the quoted market price, which are tied to the company s earnings performance, liquidity requirements, market competition, general economic conditions, market factors and certain other factors. Adverse changes in general economic conditions, commodity prices, credit and public equity markets, and particularly the quoted market value of our investment in Iridium, because of the relative size of that investment, could negatively impact the amount of investment revenue recorded by the firm in any period.

The investment gains or losses in our merchant banking funds, Iridium and other investment portfolios may fluctuate significantly over time due to factors beyond our control, such as performance of each company in the merchant banking portfolio, equity market valuations, commodity prices and merger and acquisition opportunities. Revenue recognized from gains (or losses) recorded in any particular period are not necessarily indicative of revenue that may be realized and/or recognized in future periods.

Operating Expenses

We classify operating expenses in two categories: employee compensation and benefits expenses and non-compensation expenses.

Our total operating expenses for the second quarter of 2011 were $57.6 million, which compares to $53.3 million of total operating expenses for the second quarter of 2010. This represents an increase in total operating expenses of $4.3 million, or 8%, and results from increases in both our compensation expense and non-compensation expense, each as described in more detail below. The pre-tax income margin was 37% for the second quarter of 2011 as compared to 36% for the second quarter of 2010.

For the six months ended June 30, 2011, total operating expenses were $108.5 million, compared to $99.0 million of total operating expenses for the same period in 2010. The increase of $9.5 million, or 10%, relates to increases in both our compensation expense and non-compensation expenses, each as described in more detail below. The pre-tax income margin for the six months ended June 30, 2011 was 22% compared to 25% for the comparable period in 2010.

The following table sets forth information relating to our operating expenses, which are reported net of reimbursements of certain expenses by our clients:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2011	2010	2011	2010
	(in millions, unaudited)			
Employee compensation & benefits expense	$ 41.8	$ 38.4	$ 78.0	$ 70.5
% of revenues	*46%*	*46%*	*56%*	*53%*
Non-compensation expense	15.9	14.9	30.5	28.4
% of revenues	*18%*	*18%*	*22%*	*21%*
Total operating expense	57.6	53.3	108.5	99.0
% of revenues	*64%*	*64%*	*78%*	*75%*
Total income before tax	33.1	30.2	30.6	33.4
Pre-tax income margin	*37%*	*36%*	*22%*	*25%*

Compensation and Benefits Expenses

Our employee compensation and benefits expenses in the second quarter of 2011 were $41.8 million, which reflects a 46% ratio of compensation to revenue. This amount compared to $38.4 million for the second quarter of 2010, which also reflected a 46% ratio of compensation to revenue. The increase of $3.4 million, or 9%, principally reflects an increase in the accrued bonus amount as a result of higher revenues in the second quarter of 2011 as compared to the same period in 2010.

For the six months ended June 30, 2011, our employee compensation and benefits expenses were $78.0 million, compared to $70.5 million of compensation and benefits expenses for the same period in the prior year. The increase of $7.5 million, or 11%, principally results from both higher revenues in the first six months of 2011 as compared to the same period in 2010 and the full 2011 year-to-date cost of Managing Directors who joined in mid-year 2010 as well as those employees who joined us as part of our acquisition of Greenhill Caliburn in Australia on April 1, 2010. On a year-to-date basis the ratio of compensation expense to revenues was 56% as compared to 53% for the same six month period in 2010.

Our compensation costs consist of (i) base salary and benefits, (ii) annual incentive compensation payable as cash bonus awards and (iii) amortization of long-term incentive compensation awards of restricted stock units, which generally are charged to expense over five years from the date of issuance. Based upon our current headcount we expect our annual 2011 fixed compensation cost, which is the sum of base salaries and benefits and the amortization of previously issued restricted stock units, will be approximately $120.0 million. For 2010 our annual fixed compensation cost was approximately $135.0 million. The expected decrease in fixed compensation costs for the year ended December 31, 2011 as compared to the prior year is expected to result from lower base compensation and lower than expected charges for the amortization of restricted stock units due to the departure of certain employees, who in aggregate had a large amount of unvested restricted stock units. The ratio of compensation to revenue for the year ended December 31, 2011 will be largely dependent upon the amount of transaction and related revenues we generate in the second half of this year. While it continues to be our objective to maintain a ratio of compensation to revenue of no greater than 50%, we will, however, balance that goal with our objective of retaining our core personnel and compensating them competitively in order to maintain our strong franchise.

Our compensation expense is generally based upon revenue and can fluctuate materially in any particular period depending upon the changes in headcount, amount of revenue recognized as well as other factors. Accordingly, the amount of compensation expense recognized in any particular period may not be indicative of compensation expense in a future period.

Non-Compensation Expenses

Our non-compensation expenses include the costs for occupancy and equipment rental, communications, information services, professional fees, recruiting, travel and entertainment, insurance, depreciation and amortization, interest expense and other operating expenses. Reimbursable client expenses are netted against non-compensation expenses.

Our non-compensation expenses were $15.9 million in the second quarter of 2011 compared to $14.9 million in the second quarter of 2010, representing an increase of $1.0 million, or 7%. The increase in non-compensation expenses principally results from increased occupancy costs as a result of office expansions.

For the first six months of 2011, our non-compensation expenses were $30.5 million, compared to $28.4 million for the same period in 2010, representing an increase of $2.1 million or 7%. The increase in non-compensation expenses is primarily attributable to greater occupancy costs as a result of the acquisition of Greenhill Caliburn in April 2010 and the expansion of other office space in existing locations and the amortization of the acquired Australian intangible assets, offset in part by the absence of professional fees associated with the acquisition of Greenhill Caliburn.

Non-compensation expenses as a percentage of revenues remained constant at 18% for the three months ended June 30, 2011 compared to the same period in 2010. Non-compensation expenses as a percentage of revenues for the six months ended June 30, 2011 were 22% compared to 21% for the same period in the prior year. For both the three and six months ended June 30, 2011 greater expenses were spread over higher revenues as compared to the same periods in 2010 which made non-compensation expenses as a percentage of revenue relatively flat period to period.

Our non-compensation expenses as a percentage of revenue can vary as a result of a variety of factors including fluctuation in revenue amounts, the changes in headcount, the amount of recruiting and business development activity, the amount of office expansion, the amount of reimbursement of engagement-related expenses by clients, the amount of short-term borrowings, interest rate and currency movements and other factors. Accordingly, the non-compensation expenses as a percentage of revenue in any particular period may not be indicative of the non-compensation expenses as a percentage of revenue in future periods.

Provision for Income Taxes

The provision for taxes in the second quarter of 2011 was $11.7 million, which reflects an effective tax rate on income allocated to common stockholders of 35%. This compares to a provision for taxes in the second quarter of 2010 of $11.4 million, which reflects an effective tax rate of 39% for the period. The slight increase in the provision for income taxes in the second quarter of 2011 as compared to the same period in 2010 is primarily due to higher pre-tax income allocated to common shareholders offset by a lower effective rate due to a greater proportion of earnings being earned in lower tax rate jurisdictions.

For the six months ended June 30, 2011, the provision for taxes was $10.7 million, which reflects an effective tax rate of 35%. This compares to a provision for taxes for the six months ended June 30, 2010 of $11.7 million, which reflects an effective tax rate of 39% for the period. The decrease in the provision for taxes in the six months ended June 30, 2011 as compared to the same period in 2010 is primarily due to a lower effective rate related to a greater proportion of earnings being earned in lower tax jurisdictions.

The effective tax rate can fluctuate as a result of variations in the relative amounts of financial advisory and investment income earned in the tax jurisdictions in which the firm operates and invests. Accordingly, the effective tax rate in any particular period may not be indicative of the effective tax rate in future periods.

Liquidity and Capital Resources

Our liquidity position is monitored by our Management Committee, which generally meets monthly. The Management Committee monitors cash, other significant working capital assets and liabilities, debt, principal investment commitments and other matters relating to liquidity requirements. As cash accumulates, it is retained in financial institutions with high credit ratings and/or invested in short-term investments which are expected to provide significant liquidity.

We generate cash from our operating activities principally in the form of financial advisory fees and in the form of distributions or sale proceeds from our investment activities. We use our cash primarily for operating purposes, compensation of our employees, payment of income taxes, the funding of our remaining commitments to the merchant banking funds, payment of dividends, repurchase of shares of our stock (both in open market purchases and repurchases from our employees in conjunction with the payment of taxes liabilities incurred on the vesting of restricted stock awards) and leasehold improvements.

Because a portion of the compensation we pay to our employees is distributed in annual bonus awards in February of each year, our net cash balance is generally at its lowest level during the first quarter and generally accumulates from our operating activities throughout the remainder of the year. In general, we collect our accounts receivable within 60 days except for certain restructuring transactions, where collections may take longer due to court-ordered holdbacks, and fees generated through our private equity and real estate capital advisory services, which are generally paid in installments over a period of three years. Our liabilities typically consist of accounts payable, which are generally paid monthly, accrued compensation, which includes accrued cash bonuses that are generally paid February of the following year to the large majority of our employees, and taxes payable. In February 2011, cash bonuses and accrued benefits of $17.6 million relating to 2010 compensation were paid to our employees.

Our deferred tax liabilities, which were $27.5 million as of June 30, 2011, principally relate to an unrealized gain in our investment in Iridium and may increase or decrease from period to period depending upon the change in the quoted market value or upon a sale of all or a portion of that investment. Our current tax liability will increase at the time we realize investment gains. In the event we realize losses on our investments, such losses will only be available to offset realized investment gains in the current or future periods.

Our investment in Iridium, which represents approximately 13% of Iridium s fully diluted common stock, had a value of $84.8 million as of June 30, 2011. Our ability to sell all or a portion of our investments in Iridium at a value that is attractive to us is subject to factors such as general economic, sector and stock market conditions, and other factors, which we cannot control. Moreover, we may be limited in our ability to sell our investment in Iridium because one of our employees is a member of the board of directors of Iridium. It is our intention to monetize our position in a disciplined manner over time dependent on market conditions.

In June 2011, we sold substantially all of our interests in GCP II and GSAVP for an aggregate price of $48.5 million. In conjunction with the sale of GCP II the purchasers have the right, exercisable in December 2012, to cause the firm to repurchase their interests in either of the capital account interest attributable to two GCP II portfolio companies for an aggregate value of $14.3 million. As of June 30, 2011 the value of our remaining investments in merchant banking funds was $40.8 million, which includes the estimated fair value of $12.9 million attributable to the put option. Because we cannot be certain of the variables that the purchasers will evaluate to determine whether or not they will exercise the put option for either or both of the portfolio companies which they may require us to repurchase, we are unable to estimate the likelihood that the put option will or will not be exercised. Further, because merchant banking funds typically invest in privately held companies, the ability of the merchant banking funds to sell or dispose of the securities they own depends on a number of factors beyond the control of the funds, including general economic and sector conditions, stock market conditions, commodity prices, and the availability of financing to potential buyers of such securities, among other issues. As a result we consider our investments illiquid for the short term.

At June 30, 2011, we had unfunded commitments (not reflected on our balance sheet) of $23.8 million relating to future principal investments in certain of the merchant banking funds, which included unfunded commitments to GCP Europe of $19.5 million (or £12.2 million), which may be drawn through December 2012. The firm had unfunded commitments of $4.3 million to other merchant banking funds, the majority of which may be drawn through November 2015. For each of the merchant banking funds, up to 15% of the commitment amount may be drawn for follow-on investments over the two-year period after the expiration of the commitment period.

To provide for working capital needs and other general corporate purposes we have a $60.0 million revolving bank loan facility, which will reduce to $50.0 million as of September 30, 2011. Borrowings under the facility are secured by any cash distributed in respect of the remainder of our investment in the U.S. based merchant banking funds and cash distributions from Greenhill & Co. LLC, and is subject to a borrowing base limitation. Interest on borrowings is based on the higher of the Prime Rate or 4.0%. The maturity date of the facility is April 30, 2012. The revolving loan facility has a prohibition on the incurrence of additional indebtedness without the prior approval of the lenders and requires that we comply with certain financial and liquidity covenants on a quarterly basis. At June 30, 2011, the firm was compliant with all loan covenants and we expect to continue to be compliant with all loan covenants.

We generally use a portion of our cash reserves to repurchase shares of our common stock, pay dividends and fund capital commitments. In April 2010, our Board of Directors authorized the repurchase of up to $100 million of our common stock through the period ending December 31, 2011. We expect to fund repurchases of shares (if any) with proceeds from our investments and/or operating cash flow as transaction activity further rebounds. Our remaining commitments to our merchant banking funds may require us to fund capital calls on short notice. We are unable to predict the timing or magnitude of share repurchase opportunities, capital calls or distribution of investment proceeds.

During the six months ended June 30, 2011, the firm repurchased 372,262 shares of its common stock in open market purchases at an average price of $51.63. In July 2011 the firm repurchased an additional 206,200 shares of its common stock in open market at an average price of $48.48. As of July 31, 2011 we had remaining authorization to repurchase up to $58.4 million. Additionally, during the six months ended June 30, 2011, the firm is deemed to have repurchased 256,778 shares of its common stock at an average price of $69.32 per share in conjunction with the payment of tax liabilities in respect of stock delivered to its employees in settlement of restricted stock units.

As of June 30, 2011 we had cash and cash equivalents on hand of $59.4 million, of which $48.8 million were held outside the U.S. We are currently subject to federal income tax on our domestic earnings and that portion of our foreign earnings which we repatriate. Currently, we are subject to incremental tax of up to 5% to 7% on earnings repatriated from our foreign locations. In the event of a reduction in the U.S. corporate rate the incremental amount of tax on the amount of foreign earnings we repatriate will decrease. It has been our policy to retain approximately 50% of our foreign earnings within our non-U.S. subsidiaries to minimize our global tax burden and to fund our foreign investment needs. However, in the event our cash needs in the U.S. exceed our cash reserves in the U.S. and availability under the revolving loan facility, we may repatriate additional cash from our foreign operations.

We evaluate our cash operating position on a regular basis in light of current market conditions. Our recurring monthly operating disbursements consist of base compensation expense and other operating expenses, which principally include costs for occupancy, information services, professional fees, travel and entertainment, interest expense and other general expenses. Our recurring quarterly and annual disbursements consist of tax payments, dividend payments, repurchases of our common stock from our employees in conjunction with the payment of tax liabilities incurred on vesting of restricted stock units and cash bonus payments. These amounts vary depending upon our profitability and other factors. We incur non-recurring disbursements for our investments in the merchant banking funds, leasehold improvements and open market share repurchases. While we believe that the cash generated from operations and funds available from the revolving bank loan facility will be sufficient to meet our expected operating needs, commitments to the merchant banking activities, build-out costs of new office space, tax obligations, share repurchases and common dividends, we may adjust our variable expenses and non-recurring disbursements, if necessary, to meet our liquidity needs. In the event that we are not able to meet our liquidity needs, we may consider a range of financing alternatives to meet any such needs.

Cash Flows

In the first six months of 2011, our cash and cash equivalents decreased by $18.8 million from December 31, 2010. We generated $40.9 million from operating activities, including $49.4 million from net income (after giving effect to the non-cash items) and a net decrease in working capital of $8.5 million principally from the annual payment of bonuses. We generated $46.2 million from investing activities, primarily related to the sale of substantially all of our interest in two merchant banking funds for $48.5 million offset by $2.3 million related to the build-out of new office space. We used $108.4 million in financing activities, including $42.3 million of net repayments on our revolving loan facility, $28.6 million for the payment of dividends, $19.2 million in open market repurchases of our common stock, $17.8 million for the repurchase of our common stock from employees in conjunction with the payment of tax liabilities in settlement of restricted stock units, $1.0 million of distributions of excess 2010 profits to GCP Capital, offset in part by $0.6 million of net tax benefits from the delivery of restricted stock units.

In the first six months of 2010, our cash and cash equivalents decreased by $36.9 million from December 31, 2009. We used $1.4 million in operating activities, including $34.7 million generated from net income (after giving effect to the non-cash items) to fund a net decrease in working capital of $36.1 million (principally from the payments of year-end bonuses and income taxes). We used $7.1 million in investing activities, including $11.7 million invested in our merchant banking funds and other investments and $1.2 million for the build-out of new office space, partially offset by distributions from investments of $5.9 million. We used $28.0 million for financing activities, including $22.5 million for the repurchase of our common stock from employees in conjunction with the payment of tax liabilities in settlement of restricted stock units, $2.7 million in open market repurchases of our common stock, and $27.7 million for the payment of dividends, partially offset by $18.3 million of net borrowing from our revolving loan facility and $7.5 million of net tax benefits from the delivery of restricted stock units.

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Off-Balance Sheet Arrangements

We do not invest in any off-balance sheet vehicles that provide financing, liquidity, market risk or credit risk support, or engage in any leasing or hedging activities that expose us to any liability that is not reflected in our condensed consolidated financial statements.

Market Risk

We limit our investments to (1) short-term cash investments, which we believe do not face any material interest rate risk, equity price risk or other market risk and (2) principal investments made in merchant banking funds, Iridium and other investments.

We maintain our cash and cash equivalents with financial institutions with high credit ratings. We may maintain deposits in federally insured financial institutions in excess of federally insured (FDIC) limits. However, management believes that the firm is not exposed to significant credit risk due to the financial position of the depository institutions in which those deposits are held. We monitor the quality of these investments on a regular basis and may choose to diversify such investments to mitigate perceived market risk. Our cash and cash equivalents are denominated in U.S. dollars, Australian dollars, Canadian dollars, pound sterling, euros, and yen, and we face modest foreign currency risk in our cash balances held in accounts outside the United States due to potential currency movements and the associated foreign currency translation accounting requirements. We may hedge our foreign currency exposure if we expect we will need to fund U.S. dollar obligations with foreign currency.

With regard to our investments in both merchant banking funds and Iridium we face exposure to changes in the fair value of the companies in which we have directly or indirectly invested, which historically has been volatile. Significant changes in the public equity markets may have a material effect on our results of operations. Volatility in the general equity markets would impact our operations primarily because of changes in the fair value of our merchant banking or principal investments that are publicly traded securities. Volatility in the availability of credit would impact our operations primarily because of changes in the fair value of merchant banking or principal investments that rely upon a portion of leverage to operate. We have analyzed our potential exposure to general equity market risk by performing sensitivity analyses on those investments in publicly traded securities held by us. This analysis showed that if we assume that at June 30, 2011, the market prices of the public securities held by us were 10% lower, the impact on our operations would be a decrease in revenues of $8.4 million. We meet on a quarterly basis to determine the fair value of the investments held in the merchant banking portfolio and to discuss the risks associated with those investments. The respective Investment Committees of the merchant banking funds manage the risks associated with the merchant banking portfolio by closely monitoring and managing the types of investments made as well as the monetization and realization of existing investments.

In addition, the reported amounts of our financial advisory revenues may be affected by movements in the rate of exchange between the Australian dollar, Canadian dollar, pound sterling, euro, and yen (in which collectively 51% of our revenues for the six months ended June 30, 2011 were denominated) and the dollar, in which our financial statements are denominated. We do not currently hedge against movements in these exchange rates. We analyzed our potential exposure to a decline in exchange rates by performing a sensitivity analysis on our net income. During the six month period ended June 30, 2011, as compared to the same period in 2010, the value of the U.S. dollar weakened on a weighted average basis, relative to each of the currencies in the foreign jurisdictions in which we operate. Accordingly, our earnings in the first six months of 2011 were higher than they would have been in the same period in the prior year had the value of the U.S. dollar relative to those other currencies remained constant. While our earnings are subject to volatility from foreign currency changes, we do not believe we face any material risk in this respect.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements are prepared in conformity with accounting principles generally accepted (GAAP) in the United States, which require management to make estimates and assumptions regarding future events that affect the amounts reported in our financial statements and their footnotes, including investment valuations, compensation accruals and other matters. Management believes that the estimates used in preparing our condensed consolidated financial statements are reasonable and prudent. Actual results could differ materially from those estimates. Certain reclassifications have been made to prior year information to conform to current year presentation.

We believe that the following discussion addresses Greenhill s most critical accounting policies, which are those that are most important to the presentation of our financial condition and results of operations and require management s most difficult, subjective and complex judgments. For further discussion of these and other significant accounting policies, see Note 2 Summary of Significant Accounting Policies in our condensed consolidated financial statements, and our 2010 Annual Report on Form 10-K.

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Revenue Recognition

Financial Advisory Fees

The firm recognizes financial advisory fee revenue for mergers and acquisitions or financing advisory and restructuring engagements when the services related to the underlying transactions are completed in accordance with the terms of the engagement letter. The firm recognizes private equity and real estate capital advisory fees at the time of the client s acceptance of capital or capital commitments in accordance with the terms of the engagement letter. Retainer fees are recognized as financial advisory fee revenue over the period in which the related service is rendered.

The firm s clients reimburse certain expenses incurred by the firm in the conduct of financial advisory engagements. Expenses are reported net of such client reimbursements.

Merchant Banking and Other Investment Revenues

Merchant banking revenues consist of (i) management fees derived from merchant banking activities (for periods prior to January 1, 2011), (ii) gains (or losses) on the firm s investments in merchant banking funds, Iridium and other principal investment activities, and if any, (iii) profit overrides from the merchant banking funds.

Management fees earned from merchant banking activities are recognized over the period of related service.

The firm recognizes revenue on its investments in the merchant banking funds based on its allocable share of realized and unrealized gains (or losses) reported by such funds. Investments held by the merchant banking funds and certain other investments are recorded at estimated fair value. The value of merchant banking fund investments in privately held companies is determined by the general partner of the fund after giving consideration to the cost of the security, the pricing of other sales of securities by the portfolio company, the price of securities of other companies comparable to the portfolio company, purchase multiples paid in other comparable third-party transactions, the original purchase price multiple, market conditions, liquidity, operating results and other qualitative and quantitative factors. Discounts may be applied to the funds privately held investments to reflect the lack of liquidity and other transfer restrictions. Investments in publicly traded securities are valued using quoted market prices discounted for any legal or contractual restrictions on sale. Because of the inherent uncertainty of valuations as well as the discounts applied, the estimated fair values of investments in privately held companies may differ significantly from the values that would have been used had a ready market for the securities existed. The values at which the firm s investments are carried on its condensed consolidated statements of financial condition are adjusted to estimated fair value at the end of each quarter and the volatility in general economic conditions, stock markets and commodity prices may result in significant changes in the estimated fair value of the investments from period to period.

If certain financial returns are achieved over the life of the fund, the firm recognizes merchant banking profit overrides at the time that certain financial returns are achieved. Profit overrides are generally calculated as a percentage of the profits over a specified threshold earned by each fund on investments managed on behalf of unaffiliated investors except the firm. When applicable, the profit overrides earned by the firm are recognized on an accrual basis throughout the year. In accordance with the relevant guidance, the firm records as revenue the amount that would be due pursuant to the fund agreements at each period end as if the fund agreements were terminated at that date. Overrides are generally calculated on a deal-by-deal basis but are subject to investment performance over the life of each merchant banking fund. The firm may be required to repay a portion of the overrides it realized in the event a minimum performance level is not achieved by the fund as a whole (we refer to these potential repayments as clawbacks). The firm would be required to establish a reserve for potential clawbacks if it were to determine that the likelihood of a clawback is probable and the amount of the clawback can be reasonably estimated. As of June 30, 2011, the firm believes it is more likely than not that the amount of profit overrides recognized as revenue in prior periods, which relates solely to its interest in GCP I, will be realized and accordingly, the firm has not reserved for any clawback obligations under applicable fund agreements.

Investments

The firm s investments in the merchant banking funds are recorded under the equity method of accounting based upon the firm s proportionate share of the fair value of the underlying merchant banking fund s net assets. The firm s other investments, which consider the firm s influence or control of the investee, are recorded at estimated fair value or under the equity method of accounting based, in part, upon the firm s proportionate share of the investee s net assets.

Restricted Stock Units

The firm accounts for its share-based compensation payments under which the fair value of restricted stock units granted to employees with future service requirements is recorded as compensation expense and are generally amortized over a five-year service

period following the date of grant. Compensation expense is determined based upon the fair market value of the firm s common stock at the date of grant. As the firm expenses the awards, the restricted stock units recognized are recorded within equity. The restricted stock units are reclassified into common stock and additional paid-in capital upon vesting. The firm records as treasury stock the repurchase of stock delivered to its employees in settlement of tax liabilities incurred upon the vesting of restricted stock units. The firm records dividend equivalent payments, net of estimated forfeitures, on outstanding restricted stock units as a dividend payment and a charge to equity.

Earnings per Share

The firm calculates basic earnings per share (EPS) by dividing net income allocated to common stockholders by the weighted average number of shares outstanding for the period. Diluted EPS includes the determinants of basic EPS plus the dilutive effect of the common stock deliverable pursuant to restricted stock units for which future service is required as a condition to the delivery of the underlying common stock.

Under the treasury method, the number of shares issuable upon the vesting of restricted stock units included in the calculation of diluted EPS is the excess, if any, of the number of shares expected to be issued, less the number of shares that could be purchased by the firm with the proceeds to be received upon settlement at the average market closing price during the reporting period. The denominator for basic EPS includes the number of shares deemed issuable due to the vesting of restricted stock units for accounting purposes.

Goodwill

Goodwill is the cost of acquired companies in excess of the fair value of identifiable net assets at acquisition date. The firm tests its goodwill for impairment at least annually. An impairment loss is triggered if the estimated fair value of an operating unit is less than estimated net book value. Such loss is calculated as the difference between the estimated fair value of goodwill and its carrying value.

Goodwill is translated at the rate of exchange prevailing at the end of the periods presented in accordance with the accounting guidance for foreign currency translation. Any translation gain or loss is included in the foreign currency translation adjustment included as a component of other comprehensive income in the condensed consolidated statement of changes in equity.

Provision for Taxes

The firm accounts for taxes in accordance with the accounting guidance for income taxes which requires the recognition of tax benefits or expenses on the temporary differences between the financial reporting and tax bases of its assets and liabilities.

The firm follows the guidance for income taxes in recognizing, measuring, presenting and disclosing in its financial statements uncertain tax positions taken or expected to be taken on its income tax returns. Income tax expense is based on pre-tax accounting income, including adjustments made for the recognition or derecognition related to uncertain tax positions. The recognition or derecognition of income tax expense related to uncertain tax positions is determined under the guidance.

Deferred tax assets and liabilities are recognized for the future tax attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period of change. Management applies the more-likely-than-not criteria when determining tax benefits.

Financial Instruments and Fair Value

The firm accounts for financial instruments measured at fair value in accordance with accounting guidance for fair value measurements and disclosures which establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under the pronouncement are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 Quoted prices in markets that are not active or financial instruments for which all significant inputs are observable, either directly or indirectly; and

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument s level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. In determining the appropriate levels, the firm performs an analysis of the assets and liabilities that are subject to these disclosures. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs or instruments which trade infrequently and therefore have little or no price transparency are classified as Level 3. Transfers between levels are recognized as of the end of the period in which they occur.

Derivative Instruments

The firm accounts for warrants under the guidance for accounting for derivative instruments and hedging activities. In accordance with that guidance, the firm records warrants at estimated fair value in the condensed consolidated statements of financial condition with changes in estimated fair value during the period recorded in merchant banking and other investment revenues in the condensed consolidated statements of income. The Iridium $11.50 Warrants, which were held by the firm prior to their conversion to shares of Iridium common stock on June 22, 2011, were not designated as hedging instruments.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Quantitative and qualitative disclosures about market risk are set forth above in Item 2. Management s Discussion and Analysis of Financial Condition and Results of Operations Market Risk .

Item 4. Controls and Procedures

Under the supervision and with the participation of the firm s management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of the firm s disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the Exchange Act)). Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

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No change in the firm s internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, the firm s internal control over financial reporting.

Part II Other Information

Item 1. Legal Proceedings

The firm is from time to time involved in legal proceedings incidental to the ordinary course of its business. We do not believe any such proceedings will have a material adverse effect on our results of operations.

Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in our 2010 Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Share Repurchases in the Second Quarter of 2011:

Period	Total Number of Shares Repurchased(1)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased under the Plans or Programs(2)
April 1 April 30		$		$ 87,615,897
May 1 May 31				87,615,897
June 1 June 30	372,262	51.63		68,394,880

(1) Excludes 2,504 shares the firm is deemed to have repurchased in April 2011 at $59.47 from employees in conjunction with the payment of tax liabilities in respect of stock delivered to employees in settlement of restricted stock units.

(2) Effective April 22, 2010, the Board of Directors authorized the repurchase of up to $100,000,000 of its common stock through December 31, 2011.

Item 3. Defaults Upon Senior Securities

None.

Item 4. [Removed and Reserved]

Item 5. Other Information

None.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit Number	Description
2.1	Purchase Agreement, dated as of June 10, 2011, by and among JPMorgan U.S. Pooled Corporate Finance Institutional Investors IV LLC, JPMorgan U.S. Corporate Finance Institutional Offshore Investors IV L.P., J.P. Morgan Secondary Private Equity Investors LLC, 522 Fifth Avenue Fund, L.P., Constellation Energy Group, Inc. Master Trust, Constellation Energy Nuclear Group, LLC Master Trust, GCP Pooled Block 1, LLC, GCP Offshore Block 1, LLC, GCP Offshore Block 2, LLC, GCP Offshore Block 3, LLC and GCP Offshore Block 4, LLC, Greenhill Capital Partners, LLC (the Seller), GCP Managing Partner II, L.P. and Greenhill & Co., Inc. (incorporated herein by reference to Exhibit 2.1 of Registrant s Form 8-K filed on June 16, 2011).
10.1	Ninth Modification Agreement, dated as of July 15, 2011, between First Republic Bank and Greenhill & Co., Inc.
10.2	Reaffirmation of Third-Party Security Agreement, dated as of July 15, 2011, between First Republic Bank and Greenhill Capital Partners, LLC.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	Interactive data files pursuant to Rule 405 of Regulation S-T.

* This information is furnished and not filed for purposes of Sections 11 and 12 of the Securities Act of 1933 and Section 18 of the Securities Exchange Act of 1934.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 5, 2011

GREENHILL & CO., INC.

By: /s/ SCOTT L. BOK
Name: Scott L. Bok
Title: Chief Executive Officer

By: /s/ RICHARD J. LIEB
Name: Richard J. Lieb
Title: Chief Financial Officer

NINTH MODIFICATION AGREEMENT

(Loan Agreement)

This Ninth Modification Agreement (the **Modification Agreement**), dated as of **July 15, 2011**, for reference purposes only, is made by and between **GREENHILL & CO., INC.**, a Delaware corporation (Borrower), and **FIRST REPUBLIC BANK** (Lender), with reference to the following facts:

A. Lender has previously entered into a **Loan Agreement** (**Loan Agreement**) dated as of January 31, 2006, pursuant to which Lender has provided to Borrower a revolving line of credit loan (**Loan**) in the original Commitment amount of **Twenty Million and 00/100 Dollars ($20,000,000.00)**.

B. The Loan Agreement was amended pursuant to the terms of:

1. that certain First Modification Agreement dated as of August 1, 2006;

2. that certain Second Modification Agreement dated as of March 14, 2007;

3. that certain Third Modification Agreement dated as of May 2, 2007;

4. that certain Fourth Modification Agreement dated December 13, 2007;

5. that certain Fifth Modification Agreement dated December 18, 2008;

6. that certain Sixth Modification Agreement dated December 22, 2009;

7. that certain Seventh Modification Agreement dated April 30, 2010; and

8. that certain Eighth Modification Agreement dated December 31, 2010.

C. In connection with the Loan Agreement, Borrower has executed one original note and five amended and restated notes as set forth below, the most current note is referred to as the Existing Note. The Existing Note supersedes and replaces the prior notes set forth below:

1. that certain Promissory Note dated January 31, 2006, executed by Borrower payable to Lender in the original principal sum of $20,000,000.00;

2. that certain Amended and Restated Promissory Note dated March 14, 2007, executed by Borrower payable to Lender in the original principal sum of $50,000,000.00;

3. that certain Amended and Restated Promissory Note dated May 2, 2007, executed by Borrower payable to Lender in the original principal sum of $75,000,000.00;

4. that certain Amended and Restated Promissory Note dated December 13, 2007, executed by Borrower payable to Lender in the original principal sum of $90,000,000.00;

5. that certain Amended and Restated Promissory Note dated December 18, 2008, executed by Borrower payable to Lender in the original principal sum of $90,000,000.00; and

6. that certain Fifth Amended and Restated Promissory Note dated April 30, 2010, executed by Borrower payable to Lender in the original principal sum of $75,000,000.00.

D. The Loan Agreement and the Existing Note are secured by the terms of:

1. a Third-Party Security Agreement dated May 2, 2007, executed by Greenhill Capital Partners, LLC, which was later replaced by an Amended and Restated Third-Party Security Agreement dated as of December 22, 2009, executed by Greenhill Capital Partners, LLC (Greenhill Capital Security Agreement);

2. a Third-Party Security Agreement dated December 13, 2007, executed by Greenhill Venture Partners, LLC, which was later replaced by an Amended and Restated Third-Party Security Agreement dated December 22, 2009, executed by Greenhill Venture Partners LLC (Greenhill Ventures Security Agreement); and

3. a Security Agreement (LLC Distributions) dated April 30, 2010, executed by Greenhill & Co., Inc. (Greenhill Security Agreement). (The Greenhill Capital Security Agreement, the Greenhill Ventures Security Agreement, and the Greenhill Security Agreement, as reaffirmed, are collectively referred to as the Security Agreements .)

E. The Loan Agreement, the Existing Note and the Security Agreements are referred to collectively as the Existing Loan Documents. The Existing Note and any amended and restated note to be executed and delivered as provided below are referred to collectively as the Note. The Existing Loan Documents and all documents to be executed and delivered as provided below, including the Note, are referred to collectively as the Loan Documents. Capitalized terms which are not defined herein shall have the meanings provided in the Loan Agreement or the other Loan Documents or, if not defined therein, in the California Commercial Code.

NOW THEREFORE, for valuable consideration the receipt and adequacy of which is hereby acknowledged, Lender and Borrower agree as follows.

1. Adoption of Recitals. The recitals set forth above are adopted as a part of the agreement of the parties, and the facts set forth therein are acknowledged and agreed to be true, accurate and complete.

2. Acknowledgment of Loan Documents. Borrower hereby acknowledges and agrees that as of the date of this Modification Agreement, the Loan Agreement as modified and all other Existing Loan Documents remain in full force and effect.

3. UCC Lien. Borrower hereby acknowledges and agrees that pursuant to the terms of the Security Agreements, all Obligations owed to Lender under the Loan Agreement and the Existing Note are secured by the assets referred to therein (Collateral); and Borrower has not granted and is not aware of any other lien on such Collateral other than the lien of Lender.

4. Changes to Collateral.

4.1 Release of Collateral for Loan. Concurrently with the execution and delivery of this Modification Agreement, the Greenhill Ventures Security Agreement shall be deemed terminated. Lender shall be deemed to have released the lien granted thereunder on the assets specified as collateral therein. Lender shall thereafter promptly file a UCC-3 lien release for File No. 4817481 as amended by File No. 4107493 on file with the Delaware Department of State on the assets specified as collateral therein to the extent that the assets are encumbered only by virtue of said security agreement.

4.2 Consent to Sale. Notwithstanding the provisions of Section 4.2 of the Greenhill Capital Security Agreement, Lender hereby consents to the sale by Greenhill Capital Partners, LLC of substantially all of its interest in Greenhill Capital Partners II, L.P., a Delaware limited partnership (the U.S. Fund II), Greenhill Capital Partners (Cayman) II, L.P., a Cayman Islands exempted limited partnership (the Offshore Fund II), Greenhill Capital Partners (Employees) II, L.P., a Delaware limited partnership (the Employee Fund II), and Greenhill Capital Partners (Executives) II, L.P., a Delaware limited partnership (the Executive Fund II , and together with the U.S. Fund II, the Offshore Fund II, and the Employee Fund II, the Funds II). Such sale shall be completed not later than thirty (30) days from the date hereof. Upon completion of such sale, Greenhill Capital Partners, LLC shall inform Lender of such assets which were transferred and such assets which were not transferred.

5. Modification of Loan Documents.

5.1 Extension of Maturity Date of Loan. The Maturity Date of the Loan is extended to **April 30, 2012**.

5.2 <u>Acknowledgement of April 30, 2011 Commitment Reduction</u>.

(a) The parties hereby memorialize their agreement that as of April 30, 2011, the Commitment amount of the Loan was reduced from **SEVENTY-FIVE MILLION AND NO/100THS DOLLARS ($75,000,000.00) to SIXTY MILLION AND NO/100THS DOLLARS ($60,000,000.00)**.

(b) Concurrently with the execution and delivery of this Modification Agreement, Borrower shall execute and deliver to Lender a Sixth Amended and Restated Promissory Note which will be in form and substance acceptable to Lender (Sixth Amended and Restated Note). Concurrently therewith, the Fifth Amended and Restated Note shall be cancelled.

(c) Lender acknowledges that as April 30, 2011, Borrower reduced the outstanding principal balance of the Existing Note to an amount not exceeding **SIXTY MILLION AND NO/100THS DOLLARS ($60,000,000.00)**.

5.3 <u>Paydown and Reduction of Principal</u>.

(a) Not later than **September 30, 2011**, Borrower shall pay all outstanding principal in excess of the sum **FIFTY MILLION AND NO/100THS DOLLARS ($50,000,000.00)** and shall execute Lender s standard modification documentation to memorialize the reduction of the Commitment amount to $50,000,000,00.

5.4 <u>Reporting Covenants</u>. The Reporting Covenants set forth in Sections 7.1 through 7.4 of <u>Exhibit A</u> of the Loan Agreement shall be amended as follows and the remainder will remain in full force and effect:

(a) Section 7.3 shall be deleted in its entirety and replaced with the following:

7.3. <u>Quarterly Financial Statements</u>. Borrower shall deliver to Lender the following:

a. Within ten days of filing, copies of company prepared SEC filings (10-Q) quarterly financial statements.

b. Within forty-five (45) days of the end of each fiscal quarter of every year, company prepared quarterly accounts receivable statements.

(b) Section 7.4 shall be deleted in its entirety and replaced with the following:

7.4. <u>Annual Financial Statements</u>. Borrower shall deliver to Lender the following:

a. Within ten days of filing, copies of CPA audited SEC filings (10-K) annual financial statements.

b. Within one hundred twenty (120) days of Borrower s fiscal year end, company prepared consolidating financial statements.

5.5 <u>Financial Covenants</u>. The following Financial Covenants shall amend the Financial Covenants set forth in Section 5.5 of the Seventh Modification Agreement dated as of April 30, 2010:

(a) <u>Liquidity</u>. Section 5(c) of the Seventh Modification Agreement is deleted in its entirety and replaced with the following:

At the time of each Advance under the Loan Agreement Borrower shall maintain minimum Liquidity of **$30,000,000**. For purposes of this Financial Covenant, Liquidity shall include the following: Liquid Assets of Borrower: (i) unencumbered cash and certificates of deposit; (ii) treasury bills and other obligations of the federal government; and (iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission) (unless such stock can be sold without regard to the volume limitations under Rule 144).

(b) <u>15-Days Out of Debt</u>. Section 5(e) of the Seventh Modification Agreement entitled 15 Days Out of Debt is deleted in its entirety.

5.6 Request for Advance; Borrowing Base Certificate. In addition to the other requirements under the Loan Agreement, as amended, each request for an advance shall be generally in the form attached hereto as **Exhibit A** and be accompanied by a borrowing base certificate generally in the form attached hereto as **Exhibit A**.

6. Representations and Warranties. As a material inducement to Lender s execution of this Modification Agreement, Borrower makes the following warranties and representations to Lender.

6.1 Authority. This Modification Agreement and each other document delivered to Lender in connection with this Modification Agreement have been duly authorized, and upon execution and delivery will constitute legal, valid and binding agreements and obligations of such party enforceable in accordance with their respective terms, except, in each case, as enforcement thereof may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditors rights or by general equity principles.

6.2 Financial Information. All financial and other information that has been or will be supplied to Lender is sufficiently complete to give Lender accurate knowledge of such party s financial condition as of the time of the delivery of same to Lender and is a true statement of such party s financial condition and reflects any and all material contingent liabilities as of the time of the delivery of same to Lender.

6.3 No Defaults. There currently exist no fact or occurrence which would constitute an Event of Default under the Loan Agreement.

6.4 Other Encumbrances. There are no encumbrances or liens affecting all or part of the Collateral provided by Borrower except for the liens and security interests in favor of Lender and the Permitted Liens.

6.5 Lawsuits. There is no lawsuit, tax claim or adjustment or other dispute pending, or, to the knowledge of such party, threatened against such party, his, her or its property, his, her or its business or the Collateral as to which there is a significant probability of an adverse decision that, after taking into account any insurance coverage for such matter, reasonably would be expected to have a material adverse effect on the business or the financial condition of Borrower, the Collateral or Lender s right and remedies under this Modification Agreement.

7. No Other Modification of Loan Documents. Nothing contained in this Modification Agreement shall be construed to obligate Lender to extend the time for payment of any Note issued in connection with the Loan Agreement or otherwise modify any of the Loan Documents in any respect, except as expressly set forth in this Modification Agreement.

8. Conditions Precedent. The following are conditions precedent to Lender s obligations under this Modification Agreement and the effectiveness of this Modification Agreement:

8.1 Receipt by Lender of the duly executed originals of: (i) this Modification Agreement; (ii) the Sixth Amended and Restated Note; (iii) a Reaffirmation Agreement to be executed by Greenhill Capital Partners, LLC consenting to the transaction provided for herein in form and substance acceptable to Lender; (iv) Board Resolutions and/or a Consent in Lieu of Meeting of Credit Committee of Board of Directors of Greenhill & Co., Inc. consenting to the transaction provided for herein in form and substance acceptable to Lender; (v) LLC Authorization for Greenhill Capital Partners, LLC in form and substance acceptable to Lender; (vi) LLC Authorization for Greenhill Venture Partners, LLC; and (vii) the Consent of Sole Member of Greenhill Capital Partners, LLC in form and substance acceptable to Lender.

8.2 Reimbursement to Lender by Borrower of Lender s costs and expenses incurred in connection with this Modification Agreement and the transactions contemplated hereby, including, without limitation, the fees set forth in Section 9 below, whether such services are furnished by Lender s employees or agents or by independent contractors.

8.3 The representations and warranties contained in this Modification Agreement and the other Loan Documents are true and correct.

8.4 All payments due and owing to Lender under the Loan Documents have been paid current as of the effective date of this Modification Agreement.

8.5 Any UCC, tax lien, litigation, judgment and other searches, fictitious business name statement filings, insurance certificates, notices or other similar documents which Lender may reasonably require and in such form as Lender may reasonably require, in order to reflect Lender s first priority security interest in the Collateral and in order to fully consummate all of the transactions contemplated hereunder.

8.6 Such other documents as Lender may require under any other section of this Modification Agreement.

9. Fees. Borrower shall pay to Lender upon the execution of this Modification Agreement or upon Lender s request the following:

9.1 Commitment Fee. A Commitment Fee of **$135,420.00**. Said amount shall be owed whether or not the maximum loan amount is advanced for whatever reason; and said amount shall be deemed fully earned upon execution of this Modification Agreement regardless whether the Loan is later accelerated upon the occurrence of an Event of Default.

9.2 Expenses and Attorneys Fees. All of Lender s costs, charges and expenses paid or incurred by Lender in connection with the preparation of this Modification Agreement and the transactions contemplated hereby, including all filing fees and attorneys fees in the amount of **$13,853.50.**

9.3 Method of Payment. Such amounts may be debited by Lender from any account maintained in the name of Borrower.

10. Events of Default and Remedies.

10.1 Events. The occurrence and continuance of any of the following events shall constitute an Event of Default hereunder at the option of Lender:

(a) Failure to make any payment provided for under this Modification Agreement.

(b) Failure to take any action or comply with any condition provided for under this Modification Agreement.

(c) The occurrence and continuance of an Event of Default under the (i) Loan Agreement as modified or any related documents, (ii) this Modification Agreement, (iii) the Note, or (iv) any documents executed in connection herewith.

10.2 Remedies. Upon the occurrence of an Event of Default, Lender may declare an Event of Default under the Loan Agreement and/or any other Loan Document and exercise the remedies under the Loan Agreement, the Note and any other Loan Document, including (without limitation) the imposition of default interest under the Note.

11. Indemnification. Borrower hereby agrees to indemnify and hold Lender and its officers, directors, agents, employees, representatives, shareholders, affiliates, participating lenders, successors and assigns harmless from and against any and all claims, demands, damages, liabilities, actions, causes of action, suits, costs and expenses, including attorneys fees and costs, directly or indirectly arising out of or relating to the transactions contemplated by this Modification Agreement.

12. NO CLAIMS. BORROWER ACKNOWLEDGES AND AGREES THAT TO THE BEST OF ITS PRESENT KNOWLEDGE (A) IT HAS NO OFFSETS OR DEDUCTIONS OF ANY KIND AGAINST ANY OR ALL OF THE OBLIGATIONS; AND (B) IT HAS NO DEFENSES OR OTHER CLAIMS OR CAUSES OF ACTION OF ANY KIND AGAINST LENDER IN CONNECTION WITH THE LOAN OR THE COLLATERAL.

13. Waiver and Release.

13.1 In further consideration of Borrower and Lender entering into this Modification Agreement, Borrower and Pledgors and Borrower s and Pledgors past and present employees and agents (collectively referred to as the **Releasing Parties**) hereby waive and release any and all claims, rights and defenses, causes of action, damages, debts and offsets of any nature whatsoever whether heretofore or now existing (known or unknown, liquidated or unliquidated, whether based in tort, contract, or other legal or equitable theory) which each of them now has (or might have) against Lender, all of its past and present officers, directors, employees, agents, attorneys or representatives (**Released Claims**). This waiver and release includes, but is not limited to, claims, defenses, offsets and causes of action arising from or in any way related to any of the Loan Documents and any promissory notes executed in connection and all modifications, supplements and extensions thereto, all the advances thereunder and Lender s actions in connection therewith.

13.2 The Releasing Parties each understand (a) that it is possible that unknown losses or claims may exist, or (b) that past known losses have been underestimated; nevertheless each of the Releasing Parties is taking this risk into account in determining the consideration it is to receive for this release through this Modification Agreement. Consequently, each of the Releasing Parties expressly waives all rights and benefits conferred by Section 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

13.3 Each person signing below on behalf of Borrower or Pledgors hereunder acknowledges that he or she has read each of the provisions of this Release. Each such person fully understands that this Release has important legal consequences, and each such person realizes that they are releasing any and all Released Claims that Borrower or any such guarantor may have as of the Release Date. Borrower and each Pledgor hereunder hereby acknowledge that each of them has had an opportunity to obtain a lawyer s advice concerning the legal consequences of each of the provisions of this Release.

14. Continuing Effect of Loan Documents. The Loan Agreement, the Note and other Loan Documents, as modified by this Modification Agreement, shall remain in full force and effect in accordance with their terms and are affirmed by Borrower.

15. Miscellaneous.

15.1 Controlling Provisions. To the extent that there is any inconsistency or conflict between the terms, conditions and provisions of the Loan Documents, this Modification Agreement and any document executed in connection herewith, the terms, conditions and provisions of this Modification Agreement will prevail.

15.2 Modifications of Agreement. This Modification Agreement may be modified only by a written agreement signed by Lender and the other party who is affected by such modification.

15.3 Entire Agreement. This Modification Agreement shall be included within the meaning of the term **Loan Documents** under the Loan Agreement. This Modification Agreement and the other Loan Documents contain the entire agreement and understanding among the parties concerning the matters covered by this Modification Agreement and the other Loan Documents and supersede all prior and contemporaneous agreements, statements, understandings, terms, conditions, negotiations, representations and warranties, whether written or oral, made by Lender and any of the other parties to this Modification Agreement concerning the matters covered by this Modification Agreement and the other Loan Documents.

15.4 Severability. In the event that any provision, or portions thereof, of this Modification Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

15.5 Descriptive Headings; Interpretation. The headings to sections of this Modification Agreement are for convenient reference only and shall not be used in interpreting this Modification Agreement. For purposes of this Modification Agreement, the term including shall be deemed to mean including, without limitation.

15.6 No Waiver. No waiver by Lender of any of its rights or remedies in connection with the Loan shall be effective unless such waiver is in writing and signed by Lender. No waiver of any breach or default shall be deemed a waiver of any breach or default thereafter occurring.

15.7 Rights Cumulative. Lender s rights and remedies under this Modification Agreement are cumulative with and in addition to any and all other legal and equitable rights and remedies which Lender may have in connection with the Loan.

15.8 Time of the Essence. Time is of the essence with respect to each provision of this Modification Agreement.

15.9 Counterparts. This Modification Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement.

15.10 Successors and Assigns. This Modification Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Lender may assign its rights under this Modification Agreement; however, any other party to this Modification Agreement may not assign this Modification Agreement or any rights and duties or obligations of them hereunder without the prior written consent of Lender.

15.11 Controlling Law. This Modification Agreement and any instrument or agreement executed in connection with this Modification Agreement shall be governed by and construed under the laws of the State of California.

15.12 Attorneys Fees. Lender shall be entitled to recover all costs and expenses, including reasonable attorneys fees and costs, incurred by Lender in enforcing any of the terms of this Modification Agreement or the other Loan Documents, from any party against whom this Modification Agreement is sought to be enforced whether or not any legal proceedings are instituted by Lender. Without limiting the generality of the immediately preceding sentence, upon Lender s demand, Lender shall be reimbursed for all costs and expenses, including attorneys fees and costs, which are incurred by Lender in connection with any action by Lender for relief from the automatic stay arising under Bankruptcy Code Section 362(a), 11 U.S.C. §362(a).

15.13 Authorization. Borrower hereby authorizes Lender to file any appropriate financing statements to reflect any and all modifications to the Loan Documents set forth in this Modification Agreement and to perfect any liens grated in connection herewith.

15.14 No Third Party Beneficiaries. This Modification Agreement is entered into for the sole benefit of Lender and the other parties executing this Modification Agreement, and no other party shall have any right of action under this Modification Agreement.

16. REVIEW WITH INDEPENDENT COUNSEL. EVERY PARTY WHO EXECUTES THIS MODIFICATION AGREEMENT ACKNOWLEDGES AND AGREES THAT (A) IT HAS CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS MODIFICATION AGREEMENT AND THE DOCUMENTS CONTEMPLATED BY THIS MODIFICATION AGREEMENT AND UNDERSTANDS SUCH TERMS AND CONDITIONS; AND (B) IT HAS ENTERED INTO THIS MODIFICATION AGREEMENT FREELY AND VOLUNTARILY, AFTER HAVING CONSULTED WITH ITS INDEPENDENT LEGAL COUNSEL OR AFTER HAVING HAD AN OPPORTUNITY TO CONSULT WITH ITS INDEPENDENT LEGAL COUNSEL.

[SIGNATURE PAGE FOLLOWS]

BORROWER:

GREENHILL & CO., INC.,

a Delaware corporation

By:

LENDER:

FIRST REPUBLIC BANK

By:
Name:
Title:

PLEDGORS:

The undersigned Pledgors hereby agree to the terms of, and

are bound by, Section 13 of this Agreement.

GREENHILL CAPITAL PARTNERS, LLC,

a Delaware limited liability company

By:
Name:
Title:

GREENHILL VENTURE PARTNERS, LLC,

a Delaware limited liability company

By:
Name:
Title:

REAFFIRMATION OF THIRD-PARTY SECURITY AGREEMENT

This Reaffirmation of Third-Party Security Agreement (the Agreement), dated as of **July 15, 2011**, for reference purposes only, is executed by and between **GREENHILL CAPITAL PARTNERS, LLC**, a Delaware limited liability company (Debtor), and **FIRST REPUBLIC BANK** (Lender), with reference to the following facts:

A. Concurrent herewith, Lender and **Greenhill & Co., Inc.**, a Delaware corporation (Borrower), are entering into that certain Ninth Modification Agreement (the Ninth Modification) to the Loan Agreement dated January 31, 2006, and previously modified as of August 1, 2006; March 14, 2007; May 2, 2007; December 13, 2007; December 18, 2008; December 22, 2009; April 30, 2010, and December 31, 2010 (as modified, including pursuant to the Ninth Modification, the Loan Agreement). All terms with an initial capital letter that are used but not defined in this Agreement shall have the respective meanings given to such terms in the Loan Agreement.

B. Pursuant to the Loan Agreement, Lender has previously made a loan (the Loan) to Borrower, as evidenced heretofore by that certain Fifth Amended and Restated Promissory Note dated April 30, 2010, executed by Borrower payable to Lender in the original principal sum of $75,000,000 (Existing Note).

C. To secure Borrower s obligations under the Loan, Debtor entered into that certain Third-Party Security Agreement, dated as of May 2, 2007, which was later replaced by an Amended and Restated Third-Party Security Agreement dated December 22, 2009, executed by Debtor (collectively, the Security Agreement). Said security agreement was reaffirmed by the terms of that certain Reaffirmation of Third Party Security Agreement dated as of April 30, 2010, and by the terms of that certain Reaffirmation of Third Party Security Agreement dated as of December 31, 2010, both executed by Debtor.

D. To induce Lender to enter into the Ninth Modification, Debtor has agreed to execute this Agreement. The Ninth Modification shall provide, among other things, for (i) a termination of that certain Third-Party Security Agreement dated December 22, 2009, executed by Greenhill Venture Partners, LLC which secures the Existing Note; (ii) a consent to the release of certain collateral held under that certain Third Party Security Agreement dated December 22, 2009, executed by Debtor, which secures the Existing Note ; and (iii) the execution of a Sixth Amended and Restated Note in a maximum principal sum of $60,000,000.00, which shall replace in its entirety Fifth Amended and Restated Promissory Note dated April 30, 2010. (The term Existing Note shall include the Sixth Amended and Restated Note upon its execution and delivery to Lender.)

NOW THEREFORE, for valuable consideration the receipt and adequacy of which are hereby acknowledged, Debtor acknowledges, agrees and makes certain representations in favor of Lender as follows:

1. Debtor hereby represents, warrants and agrees that the Security Agreement is in full force and effect as of the date hereof and to the knowledge of Debtor, there are no defenses, off-sets or counterclaims to its liability under the Security Agreement.

2. Debtor hereby reaffirms its Security Agreement and hereby agrees that the Security Agreement shall secure payment and performance of all Obligations of Borrower under, or in connection with, the Loan Agreement, the Existing Note and the other Loan Documents.

3. Debtor hereby reaffirms and reasserts all waivers and releases contained in the Security Agreement as including, without limitation, all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Debtor s rights of subrogation and reimbursement against Borrower by the operation of Section 580(d) of the Code of Civil Procedure or other similar law. To reaffirm such waivers, Debtor is executing an acknowledgment in the Eighth Modification Agreement.

[SIGNATURE PAGE FOLLOWS]

4. So long as the Loan remains in effect, Debtor agrees to maintain a deposit account with Lender.

DEBTOR:

GREENHILL CAPITAL PARTNERS, LLC,

a Delaware limited liability company

By:
Name:
Its:

Accepted:

FIRST REPUBLIC BANK

By:
Name:
Its:

EXHIBIT 31.1

I, Scott L. Bok, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Greenhill & Co., Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   d) Disclosed in this report any change in the registrant s internal control over financial reporting that occurred during the registrant s most recent fiscal quarter (the registrant s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant s internal control over financial reporting; and

5. The registrant s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant s auditors and the audit committee of registrant s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant s internal control over financial reporting.

Date: August 5, 2011

/s/ SCOTT L. BOK
Scott L. Bok
Chief Executive Officer

EXHIBIT 31.2

I, Richard J. Lieb, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Greenhill & Co., Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   d) Disclosed in this report any change in the registrant s internal control over financial reporting that occurred during the registrant s most recent fiscal quarter (the registrant s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant s internal control over financial reporting; and

5. The registrant s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant s auditors and the audit committee of registrant s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant s internal control over financial reporting.

Date: August 5, 2011

/s/ RICHARD J. LIEB
Richard J. Lieb
Chief Financial Officer

EXHIBIT 32.1

August 5, 2011

Securities and Exchange Commission

100 F Street, N.E.

Washington, DC 20549

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002, PURSUANT TO SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE

I, Scott L. Bok, Chief Executive Officer of Greenhill & Co., Inc. (the Company), certify that, to the best of my knowledge:

(1) The report of the Company on Form 10-Q for the quarterly period ending June 30, 2011 (the Report) fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods presented in the Report.

/s/ SCOTT L. BOK
Scott L. Bok
Chief Executive Officer
A signed original of this written statement required by Section 906 has been provided to Greenhill & Co., Inc. and will be retained by Greenhill & Co., Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

August 5, 2011

Securities and Exchange Commission

100 F Street, N.E.

Washington, DC 20549

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002, PURSUANT TO SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE

I, Richard J. Lieb, Chief Financial Officer and Managing Director of Greenhill & Co., Inc. (the Company), certify that, to the best of my knowledge:

(1) The report of the Company on Form 10-Q for the quarterly period ending June 30, 2011 (the Report) fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods presented in the Report.

/s/ RICHARD J. LIEB
Richard J. Lieb
Chief Financial Officer
A signed original of this written statement required by Section 906 has been provided to Greenhill & Co., Inc. and will be retained by Greenhill & Co., Inc. and furnished to the Securities and Exchange Commission or its staff upon request.