

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2024

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: 001-39558

PERELLA WEINBERG PARTNERS

(Exact Name of Registrant as Specified in its Charter)

Delaware

84-1770732

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification No.)

767 Fifth Avenue
New York, NY

10153

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (212) 287-3200

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	PWP	Nasdaq Global Select Market

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted 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 such files). Yes No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

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

As of November 5, 2024, the registrant had 56,979,451 shares of Class A common stock, par value \$0.0001 per share, and 31,184,026 shares of Class B common stock, par value \$0.0001 per share, outstanding.

Perella Weinberg Partners
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On June 24, 2021 (the "Closing Date" or the "Closing"), Perella Weinberg Partners consummated a business combination pursuant to that certain Business Combination Agreement, dated as of December 29, 2020 (the "Business Combination Agreement"). Unless the context otherwise requires, all references to "PWP," the "Company," "we," "us" or "our" refer to Perella Weinberg Partners and its consolidated subsidiaries.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements made in this Quarterly Report on Form 10-Q are "forward-looking statements" within the meaning of the federal securities laws, including the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Statements regarding the expectations regarding the combined business are "forward-looking statements." In addition, words such as "estimates," "projected," "expects," "estimated," "anticipates," "forecasts," "plans," "intends," "believes," "seeks," "may," "will," "would," "future," "propose," "target," "goal," "objective," "outlook" and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the control of the parties, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements.

Important factors, among others, that may affect actual results or outcomes include (but are not limited to): changing market conditions; the Company's ability to execute on its growth initiatives, business strategies or operating plans; the Company's ability to successfully identify, recruit, develop and retain talent; the Company's dependence on its fee-paying clients and fluctuating revenues from its non-exclusive, engagement-by-engagement business model; the high volatility of the Company's revenue as a result of its reliance on advisory fees that are largely contingent on the completion of events which may be out of its control; the Company's ability to appropriately manage conflicts of interest and tax and other regulatory factors relevant to the Company's business, including actual, potential or perceived conflicts of interest and other factors that may damage its business and reputation; substantial litigation risks in the financial services industry; cybersecurity and other operational risks; extensive regulation of the corporate advisory industry and U.S. and foreign regulatory developments relating to, among other things, financial institutions and markets, government oversight, fiscal and tax policy and laws; and other risks and uncertainties described under the section entitled "*Part I—Item 1A. Risk Factors*" included in our Annual Report on Form 10-K.

The forward-looking statements contained in this Quarterly Report on Form 10-Q are based on current expectations and beliefs concerning future developments and their potential effects on the Company. There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Website Disclosure

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). The SEC maintains an internet site where reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC are available. Our SEC filings are available to the public over the Internet at the SEC's website at www.sec.gov and on our website at <https://investors.pwppartners.com/> free of charge as soon as reasonably practicable after such reports are electronically filed with or furnished to the SEC. Our website is <https://pwppartners.com/>. Although we refer to our website in this report, the contents of our website are not included or incorporated by reference into this report. All references to our website in this report are intended to be inactive textual references only.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited)

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Condensed Consolidated Statements of Financial Condition
(Unaudited)
(Dollars in Thousands, Except Per Share and Per Unit Amounts)

	September 30, 2024	December 31, 2023
Assets		
Cash and cash equivalents	\$ 260,201	\$ 247,171
Restricted cash	1,296	2,931
Investments in short-term marketable debt securities	74,947	91,174
Accounts receivable, net of allowance	87,453	47,771
Due from related parties	3,633	3,575
Fixed assets, net of accumulated depreciation and amortization	88,967	93,652
Intangible assets, net of accumulated amortization	14,257	19,192
Goodwill	34,383	34,383
Prepaid expenses and other assets	36,190	30,871
Right-of-use lease assets	143,365	143,935
Deferred tax assets, net	66,225	46,453
Total assets	<u>\$ 810,917</u>	<u>\$ 761,108</u>
Liabilities, Redeemable Non-Controlling Interests, and Equity		
Accrued compensation and benefits	\$ 249,907	\$ 233,927
Accounts payable, accrued expenses and other liabilities	84,653	52,106
Lease liabilities	188,399	175,901
Amount due pursuant to tax receivable agreement	46,230	30,928
Total liabilities	<u>569,189</u>	<u>492,862</u>
Commitments and Contingencies (Note 16)		
Redeemable non-controlling interests, 31,184,026 units at redemption value of \$19.32 per unit as of September 30, 2024	602,503	—
Equity		
Class A common stock, par value \$0.0001 per share (1,500,000,000 shares authorized, 70,342,426 issued and 56,979,451 outstanding at September 30, 2024; 1,500,000,000 shares authorized, 57,361,073 issued and 44,642,849 outstanding at December 31, 2023)	7	6
Class B common stock, par value \$0.0001 per share (600,000,000 shares authorized, 31,184,026 issued and outstanding at September 30, 2024; 600,000,000 shares authorized, 41,589,339 issued and outstanding at December 31, 2023)	3	4
Preferred stock, par value \$0.0001 per share (100,000,000 shares authorized, no shares issued and outstanding at September 30, 2024 and December 31, 2023)	—	—
Additional paid-in-capital	—	312,523
Retained earnings (accumulated deficit)	(246,433)	(54,650)
Accumulated other comprehensive income (loss)	(2,868)	(4,480)
Treasury stock, at cost (13,362,975 and 12,718,224 shares of Class A common stock at September 30, 2024 and December 31, 2023, respectively)	<u>(111,484)</u>	<u>(100,747)</u>
Total Perella Weinberg Partners equity	<u>(360,775)</u>	<u>152,656</u>
Non-controlling interests	—	115,590
Total equity	<u>(360,775)</u>	<u>268,246</u>
Total liabilities, redeemable non-controlling interests, and equity	<u>\$ 810,917</u>	<u>\$ 761,108</u>

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Condensed Consolidated Statements of Operations
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenues	\$ 278,242	\$ 139,003	\$ 652,367	\$ 435,974
Expenses				
Compensation and benefits	174,080	84,872	392,643	261,051
Equity-based compensation	28,225	42,892	235,530	132,775
Total compensation and benefits	202,305	127,764	628,173	393,826
Professional fees	9,367	10,256	32,170	26,546
Technology and infrastructure	8,852	8,045	26,749	25,850
Rent and occupancy	6,170	6,766	18,307	20,858
Travel and related expenses	4,497	4,134	13,782	13,634
General, administrative and other expenses	6,027	5,036	17,769	16,226
Depreciation and amortization	5,130	3,694	15,318	10,168
Total expenses	242,348	165,695	752,268	507,108
Operating income (loss)	35,894	(26,692)	(99,901)	(71,134)
Non-operating income (expenses)				
Related party income	—	221	—	770
Other income (expense)	457	2,542	3,859	1,488
Total non-operating income (expenses)	457	2,763	3,859	2,258
Income (loss) before income taxes	36,351	(23,929)	(96,042)	(68,876)
Income tax expense (benefit)	7,508	(191)	25,960	552
Net income (loss)	28,843	(23,738)	(122,002)	(69,428)
Less: Net income (loss) attributable to non-controlling interests	12,473	(21,689)	(36,500)	(62,615)
Net income (loss) attributable to Perella Weinberg Partners	<u>\$ 16,370</u>	<u>\$ (2,049)</u>	<u>\$ (85,502)</u>	<u>\$ (6,813)</u>
Net income (loss) per share attributable to Class A common shareholders				
Basic	\$ 0.29	\$ (0.05)	\$ (1.61)	\$ (0.16)
Diluted	\$ 0.24	\$ (0.27)	\$ (1.61)	\$ (0.84)
Weighted-average shares of Class A common stock outstanding				
Basic	55,513,159	43,123,465	53,115,490	42,731,252
Diluted	69,795,656	86,647,697	53,115,490	86,593,581

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Condensed Consolidated Statements of Comprehensive Income (Loss)
(Unaudited)
(Dollars in Thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net income (loss)	\$ 28,843	\$ (23,738)	\$ (122,002)	\$ (69,428)
Foreign currency translation gain (loss), net of tax	3,704	(2,761)	2,498	722
Comprehensive income (loss)	32,547	(26,499)	(119,504)	(68,706)
Less: Comprehensive income (loss) attributable to non-controlling interests	13,879	(23,067)	(35,614)	(62,226)
Comprehensive income (loss) attributable to Perella Weinberg Partners	\$ 18,668	\$ (3,432)	\$ (83,890)	\$ (6,480)

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Condensed Consolidated Statements of Changes in Equity and Redeemable Non-Controlling Interests
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts)

	Shares										Retained Earnings (Accumulated Deficit)	Accumulated			Redeemable Non- Controlling Equity	
	Class A		Class B		Class A		Class B		Additional			Other	Non- Controlling Interests	Total	Non- Controlling Equity	
	Common Stock	Common Stock	Treasury Stock	Common Stock	Common Stock	Treasury Stock	Capital	Paid-In Capital	(Accumulated Deficit)	Comprehensive Income (Loss)		Controlling Interests				
Balance at December 31, 2023	57,361,073	41,589,339	(12,718,224)	\$ 6	\$ 4	\$ (100,747)	\$ 312,523	\$ (54,650)	\$ (4,480)	\$ 115,590	\$ 268,246	\$ —	—	—	—	
Net income (loss)	—	—	—	—	—	—	—	—	(35,844)	—	—	(34,156)	—	(70,000)	—	
Equity-based awards	—	—	—	—	—	—	—	33,371	—	—	—	13,942	—	47,313	—	
Distributions to partners	—	—	—	—	—	—	—	—	—	—	—	(2,867)	—	(2,867)	—	
Issuance of Class A common stock for vested PWP Incentive Plan Awards	2,086,273	—	113,673	—	—	1,364	(1,143)	(221)	—	—	—	—	—	—	—	
Withholding tax payments on vested PWP Incentive Plan Awards	—	—	—	—	—	—	(24,568)	—	—	—	—	(24,568)	—	—	—	
Dividends declared (\$0.07 per share of Class A common stock)	—	—	—	—	—	—	—	150	(5,265)	—	—	—	—	(5,115)	—	
Foreign currency translation gain (loss)	—	—	—	—	—	—	—	—	—	(634)	(556)	(1,190)	—	—	—	
Other	—	—	—	—	—	—	—	656	—	—	(11)	645	—	—	—	
Issuance of Class A common stock in public offering (Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests)	5,750,000	—	—	1	—	—	65,986	—	—	—	—	65,987	—	—	—	
Exchange of PWP OpCo Units and corresponding Class B common stock for Class A common stock (Note 9— Stockholders' Equity and Redeemable Non-Controlling Interests)	794,146	(793,354)	—	—	—	—	570	—	—	—	—	570	—	—	—	
Change in ownership interests	—	—	—	—	—	—	(25,168)	—	—	—	25,168	—	—	—	—	
Balance at March 31, 2024	65,991,492	40,795,985	(12,604,551)	\$ 7	\$ 4	\$ (99,383)	\$ 362,377	\$ (95,980)	\$ (5,114)	\$ 117,110	\$ 279,021	\$ —	—	—	—	
Effect of the Merger and related transactions	—	(6,149,211)	—	—	(1)	—	64	—	—	(109,737)	(109,674)	97,496	—	—	—	
Net income (loss)	—	—	—	—	—	—	—	(66,028)	—	—	(66,028)	(14,817)	—	—	—	
Equity-based awards	—	—	—	—	—	—	—	30,967	—	—	—	30,967	—	60,794	—	
Distributions to partners	—	—	—	—	—	—	—	—	—	—	—	—	—	(2,331)	—	
Issuance of Class A common stock for vested PWP Incentive Plan Awards	123,733	—	25,027	—	—	301	(206)	(95)	—	—	—	—	—	—	—	
Withholding tax payments on vested PWP Incentive Plan Awards and equity- classified ACUs	—	—	—	—	—	—	(1,264)	—	—	—	(1,264)	(12,534)	—	—	—	
Dividends declared (\$0.07 per share of Class A common stock)	—	—	—	—	—	—	—	132	(5,749)	—	—	(5,617)	—	—	—	
Foreign currency translation gain (loss)	—	—	—	—	—	—	—	—	(52)	—	(52)	36	—	—	—	
Other	—	—	—	—	—	—	—	634	—	—	—	634	—	14	—	
Exchange of PWP OpCo Units and corresponding Class B common stock for cash (Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests)	—	(1,343,257)	—	—	—	—	(19)	—	—	(7,373)	(7,392)	(10,862)	—	—	—	
Treasury stock purchase	—	—	(1,000,000)	—	—	(15,000)	—	—	—	—	(15,000)	—	—	—	—	
Change in ownership interests	—	—	—	—	—	—	37,735	—	—	—	37,735	(37,735)	—	—	—	
Changes in redemption value of redeemable non-controlling interests	—	—	—	—	—	—	(426,305)	—	—	—	(426,305)	426,305	—	—	—	
Balance at June 30, 2024	66,115,225	33,303,517	(13,579,524)	\$ 7	\$ 3	\$ (114,082)	\$ 4,115	\$ (167,852)	\$ (5,166)	\$ (282,975)	\$ 506,366	\$ —	—	—	—	
Net income (loss)	—	—	—	—	—	—	—	16,370	—	—	16,370	12,473	—	—	—	
Reclassification of liability-classified equity-based awards	—	—	—	—	—	—	—	—	—	—	—	6,704	—	—	—	
Equity-based awards	—	—	—	—	—	—	—	28,347	—	—	—	28,347	—	—	—	
Distributions to partners	—	—	—	—	—	—	—	—	—	—	—	—	—	(10,990)	—	

vested PWP Incentive Plan Awards	2,105,592	—	216,549	—	—	2,598	(2,598)	—	—	—	—	—
Withholding tax payments on vested PWP Incentive Plan Awards												
Dividends declared (\$0.07 per share of Class A common stock)	—	—	—	—	—	—	116	(5,564)	—	—	(5,448)	—
Foreign currency translation gain (loss)	—	—	—	—	—	—	—	—	2,298	—	2,298	1,406
Other	—	—	—	—	—	—	403	—	—	—	403	(6)
Exchange of PWP OpCo Units and corresponding Class B common stock for Class A common stock (Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests)												
Non-Controlling Interests)	2,121,609	(2,119,491)	—	—	—	—	2,360	—	—	—	2,360	—
Change in ownership interests	—	—	—	—	—	—	13,749	—	—	—	13,749	(13,749)
Changes in redemption value of redeemable non-controlling interests												
—	—	—	—	—	—	—	(10,912)	(89,387)	—	—	(100,299)	100,299
Balance at September 30, 2024	70,342,426	31,184,026	(13,362,975)	\$ 7	\$ 3	\$ (111,484)	\$ —	\$ (246,433)	\$ (2,868)	\$ —	\$ (360,775)	\$ 602,503

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Condensed Consolidated Statements of Changes in Equity and Redeemable Non-Controlling Interests
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts)

	Shares												Retained Earnings			Accumulated Other Comprehensive Income		
	Class A		Class B		Class A		Class B		Additional Paid-In Capital		Earnings	Other	Non-Controlling Interests	Total Equity				
	Common Stock	Common Stock	Treasury Stock	Common Stock	Common Stock	Treasury Stock	Stock	(\$80,067)	\$ 242,129	\$ (18,071)	\$ (6,538)	\$ 122,678	\$ 260,140					
Balance at December 31, 2022	52,237,247	44,563,877	(10,492,286)	\$ 5	\$ 4	\$ (80,067)	\$ 242,129	\$ (18,071)	\$ (6,538)	\$ 122,678	\$ 260,140							
Net income (loss)	—	—	—	—	—	—	—	—	(5,123)	—	—	(22,297)	(27,420)					
Equity-based awards	—	—	—	—	—	—	—	—	27,932	—	—	20,334	48,266					
Distributions to partners	—	—	—	—	—	—	—	—	—	—	—	(3,119)	(3,119)					
Issuance of Class A common stock for vested PWP Incentive Plan Awards	1,250,162	—	99,057	—	—	1,189	(1,189)	—	—	—	—	—	—					
Withholding tax payments on vested PWP																		
Incentive Plan Awards	—	—	—	—	—	—	—	(11,356)	—	—	—	—	(11,356)					
Dividends declared (\$0.07 per share of Class A common stock)	—	—	—	—	—	—	—	169	(4,925)	—	—	—	(4,756)					
Foreign currency translation gain (loss)	—	—	—	—	—	—	—	—	—	786	799	1,585						
Other	—	—	—	—	—	—	—	(14)	—	—	—	(17)	(31)					
Exchange of PWP OpCo Units and corresponding Class B common stock for Class A common stock (Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests)	786,644	(785,862)	—	—	—	—	—	457	—	—	—	—	457					
Treasury stock purchase	—	—	(1,457,304)	—	—	(14,754)	—	—	—	—	—	—	(14,754)					
Change in ownership interests	—	—	—	—	—	—	—	2,678	—	—	—	(2,678)	—					
Balance at March 31, 2023	54,274,053	43,778,015	(11,850,533)	\$ 5	\$ 4	\$ (93,632)	\$ 260,806	\$ (28,119)	\$ (5,752)	\$ 115,700	\$ 249,012							
Net income (loss)	—	—	—	—	—	—	—	—	359	—	—	(18,629)	(18,270)					
Equity-based awards	—	—	—	—	—	—	—	24,173	—	—	—	18,407	42,580					
Distributions to partners	—	—	—	—	—	—	—	—	—	—	—	(5,692)	(5,692)					
Issuance of Class A common stock for vested PWP Incentive Plan Awards	97,163	—	24,386	—	—	293	(189)	(98)	—	—	—	—	6					
Withholding tax payments on vested PWP																		
Incentive Plan Awards	—	—	—	—	—	—	—	(453)	—	—	—	—	(453)					
Dividends declared (\$0.07 per share of Class A common stock)	—	—	—	—	—	—	—	156	(4,758)	—	—	—	(4,602)					
Foreign currency translation gain (loss)	—	—	—	—	—	—	—	—	—	930	968	1,898						
Other	—	—	—	—	—	—	—	747	—	—	—	777	1,524					
Treasury stock purchase	—	—	(919,379)	—	—	(7,735)	—	—	—	—	—	—	(7,735)					
Change in ownership interests	—	—	—	—	—	—	—	(5,923)	—	—	—	5,923	—					
Balance at June 30, 2023	54,371,216	43,778,015	(12,745,526)	\$ 5	\$ 4	\$ (101,074)	\$ 279,317	\$ (32,616)	\$ (4,822)	\$ 117,454	\$ 258,268							
Net income (loss)	—	—	—	—	—	—	—	—	(2,049)	—	—	(21,689)	(23,738)					
Equity-based awards	—	—	—	—	—	—	—	25,622	—	—	—	17,820	43,442					
Foreign currency translation gain (loss)	—	—	—	—	—	—	—	—	—	(1,383)	(1,378)	(2,761)						
Distributions to partners	—	—	—	—	—	—	—	—	—	—	—	(2,413)	(2,413)					
Issuance of Class A common stock for vested PWP Incentive Plan Awards	710,433	—	22,828	1	—	274	(279)	—	—	—	—	—	(4)					
Withholding tax payments on vested PWP																		
Incentive Plan Awards	—	—	—	—	—	—	—	(3,900)	—	—	—	—	(3,900)					
Dividends declared (\$0.07 per share of Class A common stock)	—	—	—	—	—	—	—	125	(4,843)	—	—	—	(4,718)					
Other	—	—	—	—	—	—	—	(6)	—	—	—	(11)	(17)					
Exchange of PWP OpCo Units and corresponding Class B common stock for Class A common stock (Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests)	898,898	(898,000)	—	—	—	—	—	653	—	—	—	—	653					
Change in ownership interests	—	—	—	—	—	—	—	(10,777)	—	—	—	10,777	—					
Balance at September 30, 2023	55,980,547	42,880,015	(12,722,698)	\$ 6	\$ 4	\$ (100,800)	\$ 290,755	\$ (39,508)	\$ (6,205)	\$ 120,560	\$ 264,812							

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(Dollars in Thousands)

	Nine Months Ended September 30,	
	2024	2023
Cash flows from operating activities		
Net income (loss)	\$ (122,002)	\$ (69,428)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Equity-based awards vesting expense	165,995	134,288
Depreciation and amortization	15,318	10,168
Bad debt expense	5,281	2,118
Foreign currency revaluation	1,797	(365)
Non-cash operating lease expense	7,768	10,374
Deferred taxes	1,547	(868)
Other	559	(380)
Decrease (increase) in operating assets:		
Accounts receivable, net of allowance	(44,567)	(2,878)
Due from related parties	(58)	(162)
Prepaid expenses and other assets	(5,187)	(4,527)
Increase (decrease) in operating liabilities:		
Accrued compensation and benefits	14,193	(96,754)
Accounts payable, accrued expenses and other liabilities	38,222	(3,084)
Lease liabilities	5,063	9,016
Net cash provided by (used in) operating activities	83,929	(12,482)
Cash flows from investing activities		
Purchases of fixed assets	(15,717)	(45,504)
Purchases of investments in short-term marketable debt securities	(74,911)	(69,261)
Maturities of investments in short-term marketable debt securities	91,188	140,551
Other	—	488
Net cash provided by (used in) investing activities	560	26,274
Cash flows from financing activities		
Proceeds from issuance of Class A common stock in public offering, net of underwriting discount and offering costs	65,986	—
Exchange of PWP OpCo Units and corresponding Class B common stock for cash	(19,497)	—
Withholding tax payments for vested PWP Incentive Plan Awards and equity-classified ACUs	(73,946)	(15,709)
Distributions to partners	(12,802)	(11,224)
Dividends paid on Class A and Class B common stock	(15,613)	(10,087)
Treasury stock purchases	(15,000)	(22,489)
Payments pursuant to tax receivable agreement	(1,126)	(472)
Other	(2,369)	—
Net cash provided by (used in) financing activities	(74,367)	(59,981)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,273	1,224
Net increase (decrease) in cash, cash equivalents and restricted cash	11,395	(44,965)
Cash, cash equivalents and restricted cash, beginning of period	250,102	174,166
Cash, cash equivalents and restricted cash, end of period	\$ 261,497	\$ 129,201
Supplemental disclosure of non-cash activities		
Lease liabilities arising from obtaining right-of-use lease assets	\$ 6,197	\$ 918
Accrued distributions to partners	\$ 3,386	\$ —
Accrued capital expenditures	\$ 330	\$ 9,633
Accrued dividends and dividend equivalent units on unvested PWP Incentive Plan Awards	\$ 5,075	\$ 5,520
Non-cash paydown of Partner promissory notes	\$ 896	\$ 1,547
Deferred tax effect resulting from changes in ownership and exchanges of PWP OpCo Units, net of amounts payable under tax receivable agreement	\$ 4,621	\$ 1,110
Reclassification of liability-classified equity-based awards	\$ 6,704	\$ —
Supplemental disclosures of cash flow information		
Cash paid (refunded) for income taxes	\$ (1,026)	\$ 4,435

The accompanying notes are an integral part of these condensed consolidated financial statements (unaudited)

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Note 1—Organization and Nature of Business

Perella Weinberg Partners and its consolidated subsidiaries, including PWP Holdings LP ("PWP OpCo") (collectively, "PWP" and the "Company"), is a global independent advisory firm that provides strategic and financial advice to a wide range of clients. The Company's activities as an investment banking advisory firm constitute a single business segment that provides a range of advisory services, including advice related to strategic and financial decisions, mergers and acquisitions ("M&A") execution, shareholder and defense advisory, financing and capital solutions advice with resources focused on restructuring and liability management, capital markets advisory, private capital placement, as well as specialized underwriting and research services primarily for the energy and related industries.

On June 24, 2021, the Company consummated a business combination pursuant to a Business Combination Agreement that resulted in PWP OpCo becoming jointly-owned by Perella Weinberg Partners, PWP Professional Partners LP (together with its successors (including pursuant to the Division and Merger (each as defined below)) and assigns, as applicable, "Professional Partners") and certain existing partners of PWP OpCo as part of an umbrella limited partnership C-corporation (Up-C) structure (the "Business Combination").

On December 31, 2023, as part of an internal reorganization, Professional Partners was divided into three partnerships pursuant to a plan of division (the "Division"), which, among other things, provided that (i) all of its limited partnership interests in PWP OpCo were allocated to one of the divided partnerships, PWP AdCo Professionals LP ("AdCo Professionals"), (ii) all of its shares of Class B-1 common stock of the Company were allocated to another divided partnership, PWP VoteCo Professionals LP ("VoteCo Professionals") and (iii) PWP Professional Partners LP changed its name to PWP AmCo Professionals LP. On April 1, 2024, as part of this internal reorganization, AdCo Professionals merged with and into PWP OpCo (the "Merger"). At the time of the Merger, (i) the original capital units ("OCUs"), value capital units ("VCUs"), and alignment capital units ("ACUs") of AdCo Professionals were converted into an equivalent number of newly created OCUs, VCUs and ACUs of PWP OpCo, (ii) the net assets of AdCo Professionals became the net assets of PWP OpCo and (iii) PWP OpCo adopted an amended and restated limited partnership agreement (the "PWP OpCo LPA") that permits the Company to settle quarterly exchanges in cash or shares at the Company's discretion. The principal purpose of the internal reorganization was to simplify the structure for the partners in Professional Partners with respect to their indirect interests in PWP OpCo. There was no consideration exchanged in connection with the Division or the Merger, and neither the Division nor the Merger affected the respective rights or economic interests of the Company, PWP GP LLC ("PWP GP"), or any limited partner with respect to PWP OpCo. Refer to Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests and Note 11—Equity-Based Compensation for additional information on the Merger and related transactions.

The operations of PWP OpCo are conducted through a wholly-owned subsidiary, Perella Weinberg Partners Group LP, and its subsidiaries which are consolidated in these financial statements. PWP GP is the general partner that controls PWP OpCo. The limited partner interests of PWP OpCo are held by the Company and certain current and former working partners. The Company shareholders are entitled to receive a portion of PWP OpCo's economics through their direct ownership interests in shares of Class A common stock of PWP. The non-controlling interest owners of PWP OpCo receive economics through ownership of PWP OpCo Class A partnership units ("PWP OpCo Units").

Note 2—Summary of Significant Accounting Policies

Basis of Presentation

The unaudited condensed consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP") and all intercompany balances and transactions have been eliminated.

These condensed consolidated financial statements and notes thereto are unaudited, and as permitted by the interim reporting rules and regulations set forth by the SEC, exclude certain financial information and note disclosures normally included in annual audited financial statements prepared in accordance with U.S. GAAP. Accordingly, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2023, included in the Company's Annual Report on Form 10-K. The condensed consolidated financial statements reflect all material adjustments of a normal recurring nature that, in the opinion of management, are necessary for a fair presentation of the results for the interim periods.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Consolidation

The Company's policy is to consolidate entities in which the Company has a controlling financial interest and variable interest entities where the Company is deemed to be the primary beneficiary. The Company is deemed to be the primary beneficiary of a variable interest entity ("VIE") when it has both (i) the power to make the decisions that most significantly affect the economic performance of the VIE and (ii) the obligation to absorb significant losses or the right to receive benefits that could potentially be significant to the VIE. PWP is the primary beneficiary of and consolidates PWP OpCo, a VIE. As of September 30, 2024 and December 31, 2023, the net assets of PWP OpCo were \$222.1 million and \$249.6 million, respectively. As of September 30, 2024 and December 31, 2023, the Company did not consolidate any VIEs other than PWP OpCo.

Use of Estimates

The preparation of the condensed consolidated financial statements and related disclosures in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates and the assumptions underlying these estimates are reviewed periodically, and the effects of revisions are reflected in the period in which they are determined to be necessary.

In preparing the condensed consolidated financial statements, management makes certain estimates regarding the measurement of amounts due pursuant to the tax receivable agreement, measurement and timing of revenue recognition, assumptions used in the provision for income taxes, measurement of equity-based compensation, expected insurance reimbursements related to litigation costs, evaluation of goodwill and intangible assets, fair value measurement of financial instruments, and other matters that affect the reported amounts and disclosures of contingencies in the condensed consolidated financial statements and notes thereto.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include cash held at banks, including interest-bearing money market accounts, and any highly liquid investments with original maturities of three months or less from the date of purchase. Cash account balances often exceed federally insured limits. Restricted cash represents cash that is not readily available for general purpose cash needs. As of September 30, 2024 and December 31, 2023, the Company had restricted cash of \$1.3 million and \$2.9 million, respectively, maintained as collateral for letters of credit related to certain office leases. As of September 30, 2024, the Company held cash equivalents of \$20.1 million, which included investments in U.S. Treasury securities. The Company held no cash equivalents as of December 31, 2023. The sum of Cash and cash equivalents and Restricted cash on the Condensed Consolidated Statements of Financial Condition corresponds to the total cash, cash equivalents, and restricted cash presented on the Condensed Consolidated Statements of Cash Flows.

Foreign Currencies

In the normal course of business, the Company and its subsidiaries may enter into transactions denominated in a non-functional currency. The Company recognized net foreign exchange gains (losses) arising from such transactions of \$(2.7) million and \$(2.4) million during the three and nine months ended September 30, 2024, respectively, and \$1.9 million and \$(0.3) million for the three and nine months ended September 30, 2023, respectively, which are included in Other income (expense) on the Condensed Consolidated Statements of Operations. In addition, the Company consolidates its foreign subsidiaries that have non-U.S. dollar functional currencies. Non-U.S. dollar denominated assets and liabilities are translated to U.S. dollars at the exchange rate prevailing at the reporting date and profit and loss activity is generally translated using the average exchange rate throughout the period. Cumulative translation adjustments arising from the translation of non-U.S. dollar denominated operations are included as a component of Accumulated other comprehensive income (loss) on the Condensed Consolidated Statements of Changes in Equity and Redeemable Non-Controlling Interests.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Equity-Based Compensation

Equity-based compensation relates to equity-based awards granted to employees and partners of the Company. Equity-based compensation expense is recognized over the requisite vesting period or requisite service period in an amount equal to the grant date fair value (for equity-classified awards) or the settlement fair value (for liability-classified awards). Equity-based compensation expense for employees and partners is included in Equity-based compensation on the Condensed Consolidated Statements of Operations and equity-based compensation expense for non-employees is included in Professional fees on the Condensed Consolidated Statements of Operations. The Company accounts for forfeitures of awards as they occur rather than applying an estimated forfeiture rate. For an award with service-only conditions that has a graded vesting schedule, the Company recognizes the compensation cost for the entire award on a straight-line basis over the requisite service period, ensuring that the amount recognized is at least equal to the vested portion of the award at each reporting date.

Redeemable Non-Controlling Interests

For entities that are consolidated but not 100% owned, a portion of the income or loss and equity is allocated to holders of the non-controlling interest. Profits and losses of PWP OpCo are allocated to the non-controlling interests in proportion to their ownership interest regardless of their basis, with an exception for certain equity-based compensation expense which was fully attributed to non-controlling interests prior to the Merger. Refer to Note 11—Equity-Based Compensation for further information.

As a result of the Merger, Non-controlling interests presented within equity on the Condensed Consolidated Statements of Financial Condition were reclassified to Redeemable non-controlling interests within temporary equity. Redeemable non-controlling interests are recorded at the higher of: (i) their redemption value as of the reporting date, which corresponds to the price of the Company's Class A common stock, or (ii) their measurement pursuant to Accounting Standards Codification ("ASC" or the "Codification") Topic 810, Consolidation. Changes in the current redemption value are recorded to Additional paid-in capital, or Retained earnings (deficit) to the extent there is insufficient Additional paid-in capital, immediately as they occur. When the Company has an unconditional obligation to purchase the Redeemable non-controlling interests for cash, the mandatorily redeemable interests are reclassified from temporary equity to a liability with changes in fair value recorded to Other income (loss) on the Condensed Consolidated Statements of Operations. As of September 30, 2024, there were no non-controlling interests considered mandatorily redeemable.

Recently Adopted Accounting Pronouncements

There were no recently adopted accounting pronouncements that had a material effect on the Company's condensed consolidated financial statements.

Future Adoption of Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2023-07, *Improvements to Reportable Segment Disclosures* ("ASU 2023-07"), which amends the guidance in ASC Topic 280, Segment Reporting, to require enhanced disclosures about reportable segments on an annual and interim basis. The amendments will require disclosure of significant segment expenses, identification of the chief operating decision maker ("CODM"), and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. ASU 2023-07 clarifies that an entity that has a single reportable segment is subject to all the disclosures required by the amendments and all existing segment disclosures in Topic 280. The amendments in ASU 2023-07 are effective for the Company beginning with the annual period ended December 31, 2024 and interim periods within the year ended December 31, 2025. The amendments are required to be applied retrospectively to all period presented and early adoption is permitted. The Company does not expect the adoption of ASU 2023-07 to have a material impact on the consolidated financial statements.

In December 2023, the FASB issued Accounting Standards Update 2023-09, *Improvements to Income Tax Disclosures* ("ASU 2023-09"), which amends the guidance in ASC Topic 740, Income Taxes ("ASC 740"), to improve the transparency of income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. The amendments in ASU 2023-09 are effective for the Company beginning with the annual period ended December 31, 2025. The amendments are to be applied prospectively with both retrospective application and early adoption permitted. The Company does not expect the adoption of ASU 2023-09 to have a material impact on the consolidated financial statements.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Note 3—Revenue and Receivables from Contracts with Customers

The following table disaggregates the Company's revenue between over time and point in time recognition:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	Over time	Point in time	Over time	Point in time
Over time	\$ 266,477	\$ 128,448	\$ 629,342	\$ 410,246
Point in time	11,765	10,555	23,025	25,728
Total revenues	<u>\$ 278,242</u>	<u>\$ 139,003</u>	<u>\$ 652,367</u>	<u>\$ 435,974</u>

Reimbursable expenses billed to clients were \$2.5 million and \$5.9 million for the three and nine months ended September 30, 2024, respectively, and \$1.3 million and \$3.7 million for the three and nine months ended September 30, 2023, respectively.

Performance Obligations and Contract Balances

As of September 30, 2024, the aggregate amount of the transaction price, as defined in the Codification, allocated to performance obligations yet to be satisfied was \$0.4 million, and the Company generally expects to recognize this revenue within the next twelve months. Such amounts primarily relate to the Company's performance obligations of providing transaction-related advisory services. The Company recognized revenue of \$140.2 million and \$405.6 million during the three and nine months ended September 30, 2024, respectively, and \$30.0 million and \$211.0 million during the three and nine months ended September 30, 2023, respectively, related to performance obligations that were satisfied or partially satisfied in prior periods. These amounts were recognized upon the resolution of revenue constraints and uncertainties in the respective periods and were generally related to transaction-related advisory services.

As of September 30, 2024 and December 31, 2023, the Company recorded \$6.9 million and \$0.9 million, respectively, for contract liabilities which are presented within Accounts payable, accrued expenses and other liabilities on the Condensed Consolidated Statements of Financial Condition. The Company recognized previously deferred revenue of \$6.7 million and \$0.7 million for the three and nine months ended September 30, 2024, respectively, and \$1.0 million and \$4.0 million for the three and nine months ended September 30, 2023, respectively, which was primarily related to transaction-related advisory services that are recognized over time.

Accounts Receivable and Allowance for Credit Losses

As of September 30, 2024 and December 31, 2023, \$12.2 million and \$7.1 million, respectively, of accrued revenue was included in Accounts receivable, net of allowance on the Condensed Consolidated Statements of Financial Condition. These amounts have been recognized as revenue in accordance with the Company's revenue recognition policies but remain unbilled at the end of the period. As of September 30, 2024, certain accounts receivable in the aggregate amount of \$18.0 million were individually greater than 10% of the Company's gross accounts receivable and were concentrated with one client. Of that amount, all was subsequently received after September 30, 2024. As of December 31, 2023, certain accounts receivable in the aggregate amount of \$17.3 million, were individually greater than 10% of the Company's gross accounts receivable and were concentrated with two clients. Of that amount, all was subsequently received after year end.

The allowance for credit losses activity for the three and nine months ended September 30, 2024 and 2023 was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	Beginning balance	Bad debt expense	Write-offs	Recoveries
Beginning balance	\$ 1,200	\$ 2,021	\$ 2,198	\$ 1,143
Bad debt expense	1,737	1,053	5,281	2,118
Write-offs	(1,550)	(853)	(6,086)	(1,134)
Recoveries	314	—	314	82
Foreign currency translation and other adjustments	16	(21)	10	(9)
Ending balance	<u>\$ 1,717</u>	<u>\$ 2,200</u>	<u>\$ 1,717</u>	<u>\$ 2,200</u>

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 4—Leases

The Company leases office space and equipment under operating lease agreements. The following is information related to such operating leases:

	September 30, 2024	December 31, 2023		
Weighted-average discount rate – operating leases	4.8%	4.7%		
Weighted-average remaining lease term – operating leases	13.5 years	14.3 years		
	Three Months Ended September 30,	Nine Months Ended September 30,		
	2024	2023	2024	2023
Operating lease cost	\$ 4,758	\$ 5,363	\$ 14,187	\$ 16,135
Variable lease cost	752	812	2,256	2,756
Sublease income – operating leases	—	(106)	—	(425)
Total net lease cost	\$ 5,510	\$ 6,069	\$ 16,443	\$ 18,466
Net cash outflows (inflows) on operating leases ⁽¹⁾	\$ 1,883	\$ (1,222)	\$ 1,134	\$ (1,688)

(1) Presented net of lease incentives received, including landlord contributions to tenant improvements.

As of September 30, 2024, the maturities of undiscounted operating lease liabilities of the Company are as follows:

Years Ending:	Operating Leases	
Remainder of 2024	\$	1,620
2025		19,563
2026		21,212
2027		20,953
2028		19,165
Thereafter		176,814
Total lease payments⁽¹⁾		259,327
Less: Imputed Interest		(70,928)
Total lease liabilities	\$	188,399

(1) Total future lease payments are presented net of expected lease incentives, including landlord contributions to tenant improvements.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Note 5—Intangible Assets

The following table provides the detail of the Company's intangible assets:

	September 30, 2024		
	Gross Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	\$ 47,400	\$ (37,130)	\$ 10,270
Trade names and trademarks	18,400	(14,413)	3,987
Total	\$ 65,800	\$ (51,543)	\$ 14,257

	December 31, 2023		
	Gross Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	\$ 47,400	\$ (33,575)	\$ 13,825
Trade names and trademarks	18,400	(13,033)	5,367
Total	\$ 65,800	\$ (46,608)	\$ 19,192

The intangible assets are being amortized over an average useful life of ten years and resulted in amortization expense of \$1.6 million and \$4.9 million for the three and nine months ended, respectively, for both September 30, 2024 and 2023, all of which is included in Depreciation and amortization on the Condensed Consolidated Statements of Operations. Amortization of intangible assets held at September 30, 2024 is expected to be \$6.6 million for each of the years ending December 31, 2024 and 2025 and \$6.0 million for the year ending December 31, 2026. These intangible assets will be fully amortized by November 30, 2026.

Note 6—Regulatory Requirements

The Company has a number of consolidated subsidiaries registered as broker-dealers with regulatory agencies in their respective countries. None of the SEC-regulated subsidiaries hold funds or securities for, or owe money or securities to, clients or carry accounts of or for clients, and as such are all exempt from the SEC Customer Protection Rule (Rule 15c3-3). As of September 30, 2024 and December 31, 2023, all regulated subsidiaries had capital in excess of their applicable minimum capital requirements. As a result of the minimum capital requirements and various regulations on these broker dealers, a portion of the capital of each subsidiary of the Company is restricted and may be unavailable to pay its creditors.

Note 7—Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization and consist of the following as of September 30, 2024 and December 31, 2023:

	September 30, 2024	December 31, 2023
Leasehold improvements	\$ 82,851	\$ 79,719
Furniture and fixtures	12,975	12,442
Equipment	23,861	22,522
Software	6,270	5,756
Total	125,957	120,439
Less: Accumulated depreciation and amortization	(36,990)	(26,787)
Fixed assets, net	\$ 88,967	\$ 93,652

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Depreciation expense related to fixed assets was \$ 3.4 million and \$10.3 million for the three and nine months ended September 30, 2024, respectively, and \$2.0 million and \$5.0 million for the three and nine months ended September 30, 2023, respectively. Amortization expense related to software costs was immaterial for the three and nine months ended September 30, 2024 and 2023.

Note 8—Income Taxes

The following table summarizes the Company's tax position for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Income (loss) before income taxes	\$ 36,351	\$ (23,929)	\$ (96,042)	\$ (68,876)
Income tax expense (benefit)	\$ 7,508	\$ (191)	\$ 25,960	\$ 552
Effective income tax rate	20.7 %	0.8 %	(27.0)%	(0.8)%

The Company's overall effective tax rate in each of the periods presented above varies from the U.S. federal statutory rate primarily because (i) a portion of the Company's income is allocated to non-controlling interests held in PWP OpCo in which the majority of any tax liability on such income is borne by the holders of such non-controlling interests and reported outside of the condensed consolidated financial statements and (ii) permanent differences related to compensation expenses.

Neither the Company nor its subsidiaries recognized any gain or loss for income tax purposes as a result of the Division or the Merger.

As of September 30, 2024 and December 31, 2023, the Company recorded a liability for unrecognized tax benefits of \$ 5.0 million and \$3.7 million, respectively, primarily related to potential double taxation at certain of its foreign subsidiaries. The Company does not expect there to be any material changes to uncertain tax positions within 12 months of the reporting date.

Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests

Class A Common Stock Offering

On March 1, 2024, the Company issued and sold 5,750,000 shares of Class A common stock at a price of \$ 12.00 per share for net proceeds of \$66.0 million after deducting underwriting discounts and offering costs.

Share Repurchases

On February 16, 2022, the Company's Board of Directors initially approved a stock repurchase program and the authorized amount under such program was increased on February 8, 2023 such that the Company is authorized to repurchase up to \$200.0 million of the Company's Class A common stock. On June 3, 2024, the Company repurchased 1,000,000 founder shares at a purchase price of \$ 15.00 per share for a total purchase price of \$ 15.0 million. Since inception of the share repurchase program, 12,920,699 shares have been purchased at an average price per share of \$ 8.22 through September 30, 2024. Prior to the implementation of the stock repurchase program, on August 9, 2021, the Company repurchased 1,000,000 founder shares at a purchase price of \$12.00 per share for a total purchase price of \$ 12.0 million.

Redeemable Non-Controlling Interests

As a result of the Merger, the Non-controlling interests on the Condensed Consolidated Statements of Financial Condition were reclassified to Redeemable non-controlling interests within temporary equity. Redeemable non-controlling interests are presented at their redemption value as of the reporting date and represent the ownership interests in PWP OpCo held by holders other than Perella Weinberg Partners. As of September 30, 2024, the current and former working partners collectively own 31,184,026 PWP OpCo Units, which represent a 35.4% non-controlling ownership interest in PWP OpCo.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Exchange Rights

Holders of PWP OpCo Units (the "PWP OpCo Unitholders") other than the Company may exchange their units for (i) shares of Class A common stock on a one-for-one basis or (ii) cash from an offering of shares of Class A common stock and (iii) subsequent to the Merger, cash from any other source. Concurrently with an exchange, such PWP OpCo Unitholder is required to surrender shares of Class B common stock for additional shares of Class A common stock or cash at a conversion rate of 0.001. Whether the exchanging PWP OpCo Unitholder receives cash or Class A common stock in exchange for their PWP OpCo Units and Class B common stock is at the Company's option. Working partners are restricted in their ability to exchange PWP OpCo Units for a period between three to five years after the Closing. PWP GP may waive, and in certain cases has waived, the foregoing restrictions for any holder with respect to all or a portion of such holder's units, with no obligation to do so for any other holder. The Company settled exchanges of certain PWP OpCo Units and corresponding shares of Class B common stock for 2,121,609 and 2,915,755 shares of Class A common stock during the three and nine months ended September 30, 2024, respectively, and 898,898 and 1,685,542 shares of Class A common stock during the three and nine months ended September 30, 2023, respectively. Separately, during the second quarter of 2024, the Company elected to settle exchanges of 1,343,257 PWP OpCo Units and corresponding shares of Class B common stock at a price of \$ 15.17 per PWP OpCo Unit for \$ 19.5 million in cash as well as the non-cash settlement of certain partner promissory notes (refer to Note 15—Related Party Transactions for more information). To the extent an exchange creates a step-up in tax basis, the Company records an increase in Deferred tax assets, net, Amounts due pursuant to tax receivable agreement, and Additional paid-in-capital.

Note 10—Debt

As of September 30, 2024, and December 31, 2023, the Company had no outstanding debt. The Company has a revolving credit facility (the "Revolving Credit Facility") through a credit agreement with Cadence Bank, N.A. ("Cadence Bank"), dated November 30, 2016 (as amended, the "Credit Agreement"), with an available line of credit of \$50.0 million with up to \$20.0 million of available incremental revolving commitments, and a maturity date of July 1, 2025. Issuance costs incurred related to the Credit Agreement are amortized as interest expense using the effective interest method over the life of the Revolving Credit Facility. The Company is also charged a quarterly commitment fee of 0.25% on any unused portion of the line of credit, which is recorded as interest expense. Interest expense related to the Revolving Credit Facility was immaterial during the three and nine months ended September 30, 2024 and September 30, 2023 and is included within Other income (expense) on the Condensed Consolidated Statements of Operations.

Note 11—Equity-Based Compensation

Further information regarding the Company's equity-based compensation awards is described in Note 12—Equity-Based Compensation in the Notes to Consolidated Financial Statements in "Part II. Item 8. Financial Statements and Supplementary Data" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

PWP Omnibus Incentive Plan Awards

Concurrent with the Business Combination, the Company adopted the Perella Weinberg Partners 2021 Omnibus Incentive Plan (the "PWP Incentive Plan"), which establishes a plan for the granting of various forms of incentive compensation awards, including restricted stock units ("RSUs") and performance restricted stock units ("PSUs"), measured by reference to PWP Class A common stock ("PWP Incentive Plan Awards"). The PWP Incentive Plan established a reserve for a one-time grant of awards in connection with the Business Combination as well as a reserve for general purpose grants (the "General Share Reserve"). Grantees have rights to dividends declared during the vesting period and receive such dividends only upon vesting in the form of cash or dividend equivalent units. The Company uses newly issued shares of Class A common stock to satisfy vested awards, with the exception of shares issued out of treasury stock for vested awards (and related dividend equivalent units) held by French employees. Pursuant to the PWP Incentive Plan, the number of shares of Class A common stock reserved for issuance from the General Share Reserve increases each year.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

During the third quarter of 2021, in connection with the Business Combination, the Company granted awards (the "Business Combination Awards") in the form of (a) RSUs that vest upon the achievement of service conditions ("Transaction RSUs") and (b) PSUs that only vest upon the achievement of both service and market conditions, including certain long-term incentive awards granted to management ("Transaction PSUs"). During the nine months ended September 30, 2024 and 2023, 4,304,143 and 1,043,650 Business Combination Awards vested with a total fair value of \$ 82.1 million and \$10.9 million, respectively. As of September 30, 2024, the \$12.00, \$13.50, \$15.00, and \$17.00 price targets were met for the Transaction PSUs.

The Company grants units from the General Share Reserve from time to time in the ordinary course of business in the form of (a) RSUs that vest upon the achievement of service conditions ("General RSUs") and (b) PSUs that only vest upon the achievement of both service and market conditions ("General PSUs"). During the nine months ended September 30, 2024 and 2023, the Company granted 6,790,317 and 7,971,251 General RSUs, respectively, at a weighted average grant date fair value of \$13.48 and \$10.21 per award, respectively. During the nine months ended September 30, 2024 and 2023, 4,155,180 and 2,704,401 General RSUs vested with a total fair value of \$ 56.1 million and \$27.3 million, respectively. During the nine months ended September 30, 2023, the Company granted 1,000,000 General PSUs at a weighted average grant date fair value of \$ 6.02 per award. No General PSUs were granted during the nine months ended September 30, 2024. As of September 30, 2024, the \$15.00 price target was met for the General PSUs.

Legacy Awards and Professional Partners Awards

Prior to the Business Combination, Professional Partners granted certain equity-based awards to partners providing services to PWP OpCo (the "Legacy Awards"). In connection with the Business Combination and a related internal reorganization of Professional Partners, existing Legacy Awards were canceled and replaced by converting each limited partner's capital interests in Professional Partners attributable to PWP OpCo into OCUs, VCUs, and/or ACUs. The OCUs were fully vested upon recapitalization. The VCUs and ACUs (collectively, "Professional Partners Awards") were held by current working partners and required services to be performed on behalf of PWP OpCo. The Professional Partners Awards were generally subject to a service-based graded vesting schedule over a three to five-year requisite service period. Once vested, the Professional Partners Awards became OCUs, other than the cash-settled ACUs referenced below, and are eligible for the same exchange rights as other PWP OpCo Units, subject to certain lock-up periods. Refer to Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests for more information on exchange rights.

At the time of the Merger, the Company entered into vesting acceleration agreements with certain holders of Professional Partners Awards (the "Accelerated Units") to accelerate vesting during the second quarter of 2024 (the "Vesting Acceleration"). The Accelerated Units are generally subject to a lock-up period that is identical to the lockup period applicable to such units prior to the Vesting Acceleration. The Company also provided each holder of Accelerated Units that are ACUs the ability to convert a portion of such holder's ACUs into cash upon vesting in an aggregate amount up to such holder's estimated tax liability. The principal purpose of the Vesting Acceleration was to facilitate the payment of taxes associated with ACU vesting to align with the treatment of vested restricted stock units of the Company.

As a result of the Merger and Vesting Acceleration, certain Professional Partners Awards were modified from equity-classified to liability-classified awards with changes in fair value generally recorded as incremental equity-based compensation expense through the date of vesting. During the nine months ended September 30, 2024, the Company recorded \$130.3 million of equity-based compensation expense related to the acceleration of the Professional Partners Awards. Of that amount, \$69.5 million was related to liability-classified awards.

In connection with the Vesting Acceleration, the Company paid or accrued a combined \$ 86.6 million in settlement of 6,149,211 ACUs and corresponding shares of Class B common stock. Of that amount, the Company paid \$60.6 million in settlement of liability-classified ACUs and \$15.7 million for withholding tax payments on equity-classified ACUs and the settlement of other liabilities. These amounts are included within cash flows from operating activities and financing activities, respectively, on the Condensed Consolidated Statement of Cash Flows for the nine months ended September 30, 2024. As of September 30, 2024, \$10.3 million of withholding taxes payable is included in Accounts payable, accrued expenses and other liabilities on the Condensed Consolidated Statement of Financial Condition.

Prior to the Merger, all of the compensation expense and corresponding capital contribution associated with the Legacy Awards and Professional Partners Awards were allocated to Non-controlling interests on the Condensed Consolidated Statements of Operations and Condensed Consolidated Statements of Financial Condition as the granting of the Professional Partners Awards did not change Professional Partners' interest in PWP OpCo and did not economically dilute Perella Weinberg Partners shareholders relative to Professional Partners. As a result of the Merger, the Professional Partners Awards are held directly at PWP OpCo and PWP OpCo as a whole bears the cost of the cash settlement feature of the awards. As a result, subsequent to the Merger, the Company allocates the costs associated with the Professional Partners Awards between Perella Weinberg Partners and non-controlling interests in proportion to their ownership interests, which is consistent with the allocation of the other profit and loss activity of PWP OpCo.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
(Unaudited)
(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

The following table presents the expense related to equity-based awards that were recorded in Professional fees and components of Equity-based compensation included on the Condensed Consolidated Statements of Operations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Professional fees				
PWP Incentive Plan Awards	\$ 378	\$ 550	\$ 1,392	\$ 1,513
Equity-based compensation				
PWP Incentive Plan Awards	\$ 27,969	\$ 25,072	\$ 91,293	\$ 76,214
Legacy Awards	—	3,225	—	9,674
Professional Partners Awards (equity-classified)	—	14,595	74,736	46,887
Professional Partners Awards (liability-classified)	256	—	69,501	—
Total Equity-based compensation	<u>\$ 28,225</u>	<u>\$ 42,892</u>	<u>\$ 235,530</u>	<u>\$ 132,775</u>
Income tax benefit of equity-based awards	\$ 4,420	\$ 4,092	\$ 13,856	\$ 10,716

As of September 30, 2024, total unrecognized compensation expense related to all unvested equity-based awards was \$ 138.6 million, which is expected to be recognized over a weighted average period of 1.9 years.

Note 12—Other Compensation and Benefits

Compensation and benefits expense consists of salaries, bonuses (discretionary awards and guaranteed amounts), severance, as well as payroll and related taxes and benefits for the Company's employees. In all instances, compensation expense is accrued over the requisite service period.

Benefit Plans

Certain employees participate in employee benefit plans, which consist of defined contribution plans including (i) profit-sharing plans qualified under Section 401(k) of the Internal Revenue Code, (ii) a U.K. pension scheme for U.K. employees and (iii) a German pension plan for employees in Germany. Expenses related to the Company's employee benefit plans were \$1.8 million and \$5.3 million for the three and nine months ended September 30, 2024, respectively, and \$1.7 million and \$5.1 million for the three and nine months ended September 30, 2023, respectively, and are included in Compensation and benefits on the Condensed Consolidated Statements of Operations.

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Business Realignment

During the second quarter of 2023, the Company began a review of the business, which resulted in headcount reductions in order to improve compensation alignment and to provide greater flexibility to advance strategic opportunities (the "Business Realignment"). In conjunction with the Business Realignment, the Company incurred expenses related to separation and transition benefits of \$1.8 million for the nine months ended September 30, 2024 and \$3.6 million and \$7.5 million for the three and nine months ended September 30, 2023. Additionally, the Company incurred the acceleration of equity-based compensation amortization (net of forfeitures) of \$1.5 million for the nine months ended September 30, 2024 and \$ 2.8 million and \$4.0 million for the three and nine months ended September 30, 2023. Such amounts are presented in Compensation and benefits and Equity-based compensation on the Condensed Consolidated Statements of Operations, respectively. All of the expected Business Realignment costs were incurred as of March 31, 2024.

Activity within Accrued compensation and benefits on the Condensed Consolidated Statements of Financial Condition related to the Business Realignment was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Beginning balance	\$ 707	\$ 3,312	\$ 12,525	\$ —
Incurred expenses	—	6,391	3,249	11,497
Non-cash expenses	—	(3,236)	(1,499)	(4,493)
Payments	(707)	(2,417)	(14,275)	(2,954)
Ending balance	<u>\$ —</u>	<u>\$ 4,050</u>	<u>\$ —</u>	<u>\$ 4,050</u>

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
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Note 13—Net Income (Loss) Per Share Attributable to Class A Common Shareholders

The calculations of basic and diluted net income (loss) per share attributable to Class A common shareholders are presented below:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
<i>Numerator:</i>				
Net income (loss) attributable to Perella Weinberg Partners – basic	\$ 16,370	\$ (2,049)	\$ (85,502)	\$ (6,813)
Dilutive effect from assumed exchange of PWP OpCo Units, net of tax	—	(21,721)	—	(65,579)
Dilutive effect from assumed vesting of PWP Incentive Plan Awards, net of tax	607	—	—	—
Net income (loss) attributable to Perella Weinberg Partners – diluted	<u>\$ 16,977</u>	<u>\$ (23,770)</u>	<u>\$ (85,502)</u>	<u>\$ (72,392)</u>
<i>Denominator:</i>				
Weighted average shares of Class A common stock outstanding – basic	55,513,159	43,123,465	53,115,490	42,731,252
Weighted average number of incremental shares from assumed exchange of PWP OpCo Units	—	43,524,232	—	43,862,329
Weighted average number of incremental shares from assumed vesting of PWP Incentive Plan Awards	14,282,497	—	—	—
Weighted average shares of Class A common stock outstanding – diluted	<u>69,795,656</u>	<u>86,647,697</u>	<u>53,115,490</u>	<u>86,593,581</u>
Net income (loss) per share attributable to Class A common shareholders				
Basic	\$ 0.29	\$ (0.05)	\$ (1.61)	\$ (0.16)
Diluted	\$ 0.24	\$ (0.27)	\$ (1.61)	\$ (0.84)

Basic and diluted net income (loss) per share attributable to Class B common shareholders has not been presented as these shares are entitled to an insignificant amount of economic participation.

The Company uses the treasury stock method to determine the potential dilutive effect of unvested PWP Incentive Plan Awards and the if-converted method to determine the potential dilutive effect of exchanges of PWP OpCo Units into Class A common stock. The Company adjusts net income (loss) attributable to Class A common shareholders under both the treasury stock method and if-converted method for the reallocation of net income (loss) between Class A common shareholders and non-controlling interests that result upon the assumed issuance of dilutive shares of Class A common stock as if the issuance occurred as of the beginning of the applicable period.

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The following table presents the weighted average potentially dilutive shares that were excluded from the calculation of diluted net income (loss) per share under the treasury stock method or if-converted method, as applicable, because the effect of including such potentially dilutive shares was antidilutive for the period presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
PWP OpCo Units	32,695,707	—	35,675,341	—
PWP Incentive Plan Awards	—	2,682,303	9,564,794	1,561,627
Total	32,695,707	2,682,303	45,240,135	1,561,627

Note 14—Fair Value Measurements and Investments

Fair value is generally based on quoted prices, however if quoted market prices are not available, fair value is determined based on other relevant factors, including dealer price quotations, price activity for equivalent instruments and valuation pricing models. The Company established a fair value hierarchy which prioritizes and ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is affected by a number of factors, including the type of instrument, the characteristics specific to the instrument and the state of the marketplace (including the existence and transparency of transactions between market participants). Financial instruments with readily available, actively quoted prices or for which fair value can be measured from actively quoted prices in an orderly market will generally have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Financial instruments measured and reported at fair value are classified and disclosed in one of the following categories (from highest to lowest) based on inputs:

Level 1—Unadjusted quoted prices are available in active markets for identical financial instruments as of the reporting date.

Level 2—Pricing inputs are observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.

Level 3—Pricing inputs are unobservable for the financial instruments and include situations where there is little, if any, market activity for the financial instrument. The inputs into the determination of fair value require significant management judgment or estimation.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the determination of which level within the fair value hierarchy is appropriate for any given investment is based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the instrument.

As of September 30, 2024 and December 31, 2023, the fair values of cash, restricted cash, accounts receivable, due from related parties, accounts payable and certain accrued liabilities approximate their carrying amounts due to the short-term nature of these items.

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Fair Value of Financial Instruments

The following table summarizes the categorization and fair value estimate of the Company's financial instruments that were measured on a recurring basis pursuant to the above fair value hierarchy levels as of September 30, 2024 and December 31, 2023:

	September 30, 2024			
	Level 1	Level 2	Level 3	Total
Financial assets				
U.S. Treasury securities	\$ 95,046	\$ —	\$ —	\$ 95,046
December 31, 2023				
	Level 1	Level 2	Level 3	Total
Financial assets				
U.S. Treasury securities	\$ 91,174	\$ —	\$ —	\$ 91,174

The Company had no transfers between fair value levels during the three and nine months ended September 30, 2024 and 2023.

As of September 30, 2024 and December 31, 2023, the Company held investments in U.S. Treasury securities with original maturities greater than three months from the date of purchase, which are presented at fair value as Investments in short-term marketable debt securities on the Condensed Consolidated Statements of Financial Condition. These investments have an aggregate cost basis of \$74.9 million and \$89.3 million as of September 30, 2024 and December 31, 2023, respectively. As of September 30, 2024, the Company also held \$20.1 million of investments in U.S. Treasury securities with original maturities of three months or less from the date of purchase, which are presented within Cash and cash equivalents on the Condensed Consolidated Statements of Financial Condition. The Company had nominal net realized and unrealized gains (losses) on these combined investments for the three and nine months ended September 30, 2024, and \$0.8 million and \$1.5 million for the three and nine months ended September 30, 2023, respectively.

Note 15—Related Party Transactions

PWP Capital Holdings LP

On February 28, 2019, a reorganization of the existing investment banking advisory and asset management businesses of PWP Holdings LP was effected which resulted in the spin-off of its asset management business (the "Separation"). PWP Holdings LP was divided into (i) PWP OpCo, which holds the advisory business and (ii) PWP Capital Holdings LP ("Capital Holdings"), which holds the asset management business. In connection with the Separation, the Company entered into a transition services agreement (the "TSA") with Capital Holdings under which the Company agreed to provide certain administrative services to Capital Holdings. The TSA was terminated as of January 1, 2024. The Company also subleased certain portions of its office space to Capital Holdings through October 2023. Income earned from Capital Holdings related to the TSA and the sublease is presented within Related party income on the Condensed Consolidated Statements of Operations. Amounts due from Capital Holdings are reflected as Due from related parties on the Condensed Consolidated Statements of Financial Condition as of December 31, 2023, with no amounts due as of September 30, 2024.

Separately, Capital Holdings entered into an arrangement with certain employees of the Company, including members of management, related to services provided directly to Capital Holdings. With respect to services provided to Capital Holdings, the amounts paid and payable to such employees now and in the future are recognized by Capital Holdings. All compensation related to services these employees provide to the Company are included in Compensation and benefits on the Condensed Consolidated Statements of Operations.

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Tax Receivable Agreement

In connection with the Business Combination, the Company entered into a tax receivable agreement with PWP OpCo, Professional Partners and Investor Limited Partners that provides for payment of 85% of the amount of cash savings, if any, in U.S. federal, state and local and foreign income taxes that the Company is deemed to realize as a result of (a) each exchange of interests in PWP OpCo for cash or stock of the Company and certain other transactions and (b) payments made under the tax receivable agreement. As of September 30, 2024, the Company had an amount due of \$46.2 million pursuant to the tax receivable agreement, which represents management's best estimate of the amounts currently expected to be owed in connection with the tax receivable agreement for the Business Combination and subsequent exchanges made to date and is reported within Amount due pursuant to tax receivable agreement on the Condensed Consolidated Statements of Financial Condition. The Company expects to make the following payments with respect to the tax receivable agreement, which are exclusive of potential payments in respect of future exchanges and may differ significantly from actual payments made:

Years Ending:	Estimated Payments Under Tax Receivable Agreement
Remainder of 2024	\$ —
2025	1,420
2026	2,450
2027	2,677
2028	2,712
Thereafter	36,971
Total payments	\$ 46,230

Partner Promissory Notes and Other Partner Loans

The Company loaned money pursuant to promissory note agreements (the "Partner Promissory Notes") to certain partners. The Partner Promissory Notes bear interest at a semi-annual rate equal to the Federal Mid-Term Rate. The Partner Promissory Notes are due on various dates or in the event a partner is terminated or leaves at will and are primarily secured by the partner's equity interests in PWP OpCo or one of its affiliates. As the Partner Promissory Notes and associated interest receivable relate to equity transactions, they have been recognized as a reduction of equity on the Condensed Consolidated Statements of Financial Condition in the amounts of \$1.2 million and \$2.1 million as of September 30, 2024 and December 31, 2023. During the nine months ended September 30, 2024, \$0.9 million of principal and interest related to Partner Promissory Notes was effectively repaid through the cancellation of PWP OpCo units held by such partners. During the nine months ended September 30, 2023, \$1.5 million was effectively repaid by foregoing the amount due to such partners under deferred compensation agreements.

In November 2021, PWP OpCo agreed to provide loans to certain partners. As of September 30, 2024 and December 31, 2023, \$ 3.6 million and \$3.5 million, respectively, of outstanding loans to certain partners and related interest receivable are recognized in Due from related parties on the Condensed Consolidated Statements of Financial Condition.

Other Related Party Transactions

The Merger on April 1, 2024 was effected to simplify the structure for the partners in Professional Partners with respect to their indirect interests in PWP OpCo. The purpose of the related Vesting Acceleration was to facilitate the payment of taxes associated with ACU vesting to align with the treatment of vested restricted stock units of the Company. Certain holders of these interests in PWP OpCo, including holders of Accelerated Units, are directors and officers of the Company. Refer to Note 11—Equity-Based Compensation for additional information on the Merger and related transactions.

Prior to the Merger, the Company's U.K. subsidiary, Perella Weinberg UK Limited, as well as Professional Partners and certain partners (including one partner who serves as a Company director and president) were party to a reimbursement agreement, pursuant to which such partners directed Professional Partners to pay distributions related to certain of their Professional Partners Awards first to a subsidiary of the Company, so that the subsidiary could make employment income tax payments on such distributions to the appropriate non-U.S. authorities.

Perella Weinberg Partners
Notes to Condensed Consolidated Financial Statements
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Note 16—Commitments and Contingencies

Indemnifications

The Company enters into certain contracts that contain a variety of indemnification provisions. The Company's maximum exposure under these arrangements is unknown. As of September 30, 2024 and December 31, 2023, the Company expects no claims or losses pursuant to these contracts; therefore, no liability has been recorded related to these indemnification provisions.

Legal Contingencies

From time to time, the Company is named as a defendant in legal actions relating to transactions conducted in the ordinary course of business. Some of these matters may involve claims of substantial amounts. Although there can be no assurance of the outcome of such legal actions, in the opinion of management and, after consultation with external counsel, the Company believes it is neither probable nor reasonably possible that any current legal proceedings or claims would individually or in the aggregate have a material adverse effect on the consolidated financial statements of the Company as of September 30, 2024 and December 31, 2023 and for the three and nine months ended September 30, 2024 and 2023.

In 2015, the Company filed a complaint against three former partners and one former employee which alleges they entered into a scheme while at PWP to lift out the Company's restructuring group to form a new competing firm that they were secretly forming in breach of their contractual and fiduciary duties. The complaint contains 14 causes of action and seeks declaratory relief as well as damages. Trial is currently scheduled for January 24, 2025 through February 14, 2025.

The Company incurred \$0.4 million and \$6.3 million during the three and nine months ended September 30, 2024, respectively, and immaterial amounts during the three and nine months ended September 30, 2023 in legal and professional fees, net of expected insurance reimbursement, related to this litigation. These litigation costs are included in Professional fees on the Condensed Consolidated Statements of Operations.

Note 17—Business Information

The Company's activities of providing advisory services for M&A, private placements and financial advisory, as well as services for underwriting of securities offered for sale in public markets, and equity research constitute a single business segment. The Company is organized as one operating segment in order to maximize the value of advice to clients by drawing upon the diversified expertise and broad relationships of its senior professionals across the Company. The Company has a single operating segment and therefore a single reportable segment.

For the nine months ended September 30, 2024, one individual client accounted for more than 10% of aggregate revenue, while no individual client accounted for more than 10% of aggregate revenue for the nine months ended September 30, 2023. Since the financial markets are global in nature, the Company generally manages its business based on the operating results of the Company taken as a whole, not by geographic region. The following tables set forth the geographical distribution of revenues and assets based on the location of the office that generates the revenues or holds the assets and therefore may not be indicative of the geography in which the Company's clients are located:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenues				
United States	\$ 253,724	\$ 123,863	\$ 576,201	\$ 354,183
International	24,518	15,140	76,166	81,791
Total	\$ 278,242	\$ 139,003	\$ 652,367	\$ 435,974

	September 30, 2024	December 31, 2023
Assets		
United States	\$ 638,465	\$ 569,332
International	172,452	191,776
Total	\$ 810,917	\$ 761,108

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(Dollars in Thousands, Except Per Share Amounts and Where Otherwise Noted)

Note 18—Subsequent Events

The Company has evaluated subsequent events through the issuance date of these condensed consolidated financial statements.

Dividends Declared

On November 6, 2024, the Company's Board of Directors declared a cash dividend of \$ 0.07 per outstanding share of Class A common stock. This dividend will be paid on December 18, 2024 to Class A common stockholders of record on December 4, 2024. Holders of Class B common stock will also receive dividends equal to the amount of dividends declared on 0.001 shares of Class A common stock.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the unaudited condensed consolidated financial statements and related notes included elsewhere in this Form 10-Q. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from the forward-looking statements below. Factors that could cause or contribute to such differences include, but are not limited to, those identified below and those discussed in the section entitled "Risk Factors" and elsewhere in this Form 10-Q.

Executive Overview

We are a leading global independent advisory firm that provides strategic and financial advice to clients across some of the most active industry sectors and international markets. Our wide range of global clients include large public multinational corporations, mid-sized public and private companies, individual entrepreneurs, private and institutional investors, creditor committees and government institutions.

For further information regarding our business, refer to "Part I. Item 1. Business" and "Part I. Item1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 as filed with the SEC on February 23, 2024.

Business Environment

Economic and global financial market conditions impact our financial performance. The market environment for advisory services is improving, driving increased dialogue and activity levels across the traditional M&A markets.

Our core advisory services benefit from macroeconomic changes that impact our client base and lead them to consider business combinations, acquisitions and divestitures, capital raises and restructurings. We continue to invest in our platform to achieve scale, accelerate growth, and deliver value.

See "Risk Factors" included in our Annual Report on Form 10-K for a discussion of some of the factors that can affect our performance.

Key Financial Measures

Revenues

We operate in a highly competitive environment, and each revenue-generating engagement is separately solicited and negotiated. Our fee-paying client engagements are not predictable, and we may experience fluctuations in revenues from quarter to quarter. To develop new business, we maintain an active business dialogue with existing and potential clients, and we expect to add new clients each year through expanding our relationships, hiring senior advisory professionals, and receiving introductions from our relationship network. However, we also lose clients each year due to various factors, such as sales or mergers, changes in clients' senior management, and competition from other financial services firms.

Our revenue recognition is often tied to the completion of a transaction, which can be delayed or terminated due to various reasons, including failure to obtain regulatory or board approval, failure to secure financing, or adverse market conditions. Larger transactions may take longer to close, adding unpredictability to the timing of revenues. Despite our efforts, we may receive lower advisory fees or no fee at all if a transaction is not completed. Other barriers to the completion of restructuring transactions include a lack of anticipated bidders, failure to obtain court approval, or a failure to reach an agreement with creditors. In such cases, our advisory fees may be limited to monthly retainer fees plus the reimbursement of expenses.

We do not present our revenue by the type of advice we provide because of the complexity of the transactions on which we may earn revenue and our holistic approach to client service. For instance, a traditional M&A engagement may require additional advisory services, such as capital markets or capital solutions advice or a private capital raise, which may call for cross-functional expertise from our professionals. We focus on dedicating the necessary resources and expertise to each engagement, regardless of product lines, to achieve the desired outcome for our clients. Consequently, tracking the type of advisory service offered in each instance is not practical.

Operating Expenses

Our operating expenses are classified as (i) total compensation and benefits expenses, including equity-based compensation, and (ii) non-compensation expenses.

Compensation and Benefits Expenses

Our compensation and benefits expenses consist of salaries, bonuses (discretionary awards and guaranteed amounts), severance, payroll and related taxes, benefits, and the amortization of equity-based compensation awards that are subject to a service-based vesting condition, and in some cases, a market-based performance vesting condition. These expenses also include signing bonuses and compensation paid pursuant to guarantees for new hires.

Compensation is determined by management based on revenues earned, headcount, labor market conditions, and anticipated compensation requirements for our employees. Such factors can fluctuate, including headcount and revenues earned, and as a result, our compensation expenses may fluctuate materially in any particular period.

Prior to the Merger, the amortization expense for certain equity-based awards granted by Professional Partners was allocated fully to non-controlling interests. As a result of the Merger, these awards are considered granted by PWP OpCo and PWP OpCo as a whole bears the cost of the cash settlement feature of the awards, which was added in conjunction with the Merger. As a result, subsequent to the Merger, the Company allocates the costs associated with these awards between Perella Weinberg Partners and non-controlling interests in proportion to their ownership interests, which is consistent with the allocation of the other profit and loss activity of PWP OpCo.

Non-Compensation Expenses

Our non-compensation expenses include the costs of professional fees, technology and infrastructure, rent and occupancy, travel and related expenses, depreciation and amortization and general, administrative and other expenses. Our non-compensation expenses also include certain expenses reimbursed by our clients. Overall, our non-compensation expenses are subject to variability due to multiple factors, including headcount, business needs, and inflation.

Non-Operating Income (Expenses)

Non-operating income (expenses) includes the impact of income and expense items that we consider to be non-operational in nature, which typically includes related party income, interest income and expense, and other non-operating gains (losses), including the impact of foreign exchange rate fluctuations.

Non-Controlling Interests

Non-controlling interests represent the ownership interests in PWP OpCo held by holders other than Perella Weinberg Partners, which are current and former working partners. Profits and losses of PWP OpCo are allocated to the non-controlling interests in proportion to their ownership interest regardless of their basis, with an exception for certain equity-based compensation expense which was fully attributed to non-controlling interests prior to the Merger.

Results of Operations

The following is a discussion of our results of operations for the respective periods indicated:

(Dollars in thousands)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2024	2023	2024 vs. 2023	2024	2023	2024 vs. 2023
Revenues	\$ 278,242	\$ 139,003	100%	\$ 652,367	\$ 435,974	50%
Expenses						
Compensation and benefits	174,080	84,872	105%	392,643	261,051	50%
Equity-based compensation	28,225	42,892	(34)%	235,530	132,775	77%
Total compensation and benefits	202,305	127,764	58%	628,173	393,826	60%
Non-compensation expenses	40,043	37,931	6%	124,095	113,282	10%
Total operating expenses	242,348	165,695	46%	752,268	507,108	48%
Operating income (loss)	35,894	(26,692)	NM	(99,901)	(71,134)	(40)%
Non-operating income (expenses)						
Related party income	—	221	(100)%	—	770	(100)%
Other income (expense)	457	2,542	(82)%	3,859	1,488	159%
Total non-operating income (expenses)	457	2,763	(83)%	3,859	2,258	71%
Income (loss) before income taxes	36,351	(23,929)	NM	(96,042)	(68,876)	(39)%
Income tax expense (benefit)	7,508	(191)	NM	25,960	552	NM
Net income (loss)	28,843	(23,738)	NM	(122,002)	(69,428)	(76)%
Less: Net income (loss) attributable to non-controlling interests	12,473	(21,689)	NM	(36,500)	(62,615)	42%
Net income (loss) attributable to Perella Weinberg Partners	\$ 16,370	\$ (2,049)	NM	\$ (85,502)	\$ (6,813)	NM

NM = Not meaningful

Revenues

The following table provides revenue statistics for the three and nine months ended September 30, 2024 and 2023:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2024	2023	2024 vs. 2023	2024	2023	2024 vs. 2023
Total Advisory Clients	97	81	16	176	159	17
Total Clients with Fees Greater than \$1.0 million	43	29	14	107	90	17

Revenues were \$278.2 million for the three months ended September 30, 2024 as compared with \$139.0 million for the three months ended September 30, 2023, representing an increase of 100%. The increase was attributable to increased mergers and acquisition and financing and capital solutions activity, driven by larger transactions and related fee events across the business.

Revenues were \$652.4 million for the nine months ended September 30, 2024 as compared with \$436.0 million for the nine months ended September 30, 2023, representing an increase of 50%. Similar to the quarter-to-date period, revenues attributed to mergers and acquisition and financing and capital solutions activity were higher year-over-year, driven by larger transactions and related fee events across the business.

Compensation and Benefits Expenses

For the three months ended September 30, 2024, total compensation and benefits expenses were \$202.3 million, an increase of 58% compared with \$127.8 million for the three months ended September 30, 2023. The increase in total compensation and benefits expenses was primarily the result of a higher bonus accrual in the current year period due to a higher revenue base. This increase was partially offset by a decrease in equity-based compensation expense driven by the Vesting Acceleration in the second quarter of 2024 which fully expensed certain awards that were still being amortized in the prior year period.

For the nine months ended September 30, 2024, total compensation and benefits expenses were \$628.2 million, an increase of 60% compared with \$393.8 million for the nine months ended September 30, 2023. The increase in total compensation and benefits expenses was primarily the result of a higher bonus accrual due to increased revenues as well as higher year-to-date equity-based compensation expense. The Vesting Acceleration resulted in \$144.2 million of equity-based compensation related to the Professional Partners Awards as compared to \$46.9 million in the prior year period for those same awards.

Non-Compensation Expenses

For the three months ended September 30, 2024, total non-compensation expenses were \$40.0 million, an increase of 6% compared with \$37.9 million for the three months ended September 30, 2023. The increase in non-compensation expenses was primarily the result of higher depreciation expense, consulting costs, bad debt expense, and certain technology costs. The increase in depreciation is driven by leasehold assets placed in service after the third quarter of 2023 related to the renovation of the New York office space. The overall increase was partially offset by lower rent costs and reduced legal spend.

For the nine months ended September 30, 2024, total non-compensation expenses were \$124.1 million, an increase of 10% compared with \$113.3 million for the nine months ended September 30, 2023. The increase in non-compensation expenses was primarily the result of increased depreciation expense driven by renovation-related leasehold assets, legal and consulting spend, and bad debt expense. These increases were partially offset by reduced rent costs, VAT expense, and D&O insurance costs.

Non-Operating Income (Expenses)

For the three months ended September 30, 2024, non-operating income was \$0.5 million compared with non-operating income of \$2.8 million for the three months ended September 30, 2023. In the current period, non-operating income included interest income almost fully offset by a net loss from foreign exchange rate fluctuations. Non-operating income for the three months ended September 30, 2023 included interest income and a net gain from foreign exchange rate fluctuations, partially offset by a \$1.25 million charge from a previously reported settlement reached with the staff of the SEC relating to recordkeeping of business communications on "off-channel" messaging applications (the "Settlement"). For both periods, the impact of foreign exchange rate fluctuations was largely related to U.S. dollar-denominated cash and intercompany receivables held by our foreign subsidiaries.

For the nine months ended September 30, 2024, non-operating income was \$3.9 million compared with non-operating income of \$2.3 million for the nine months ended September 30, 2023. In the current period, non-operating income included interest income, which increased from the prior year due to higher interest rates and larger interest-bearing cash balances, partially offset by a net loss from foreign exchange rate fluctuations. Non-operating income in the prior year period primarily included interest income, which was partially offset by a non-operating loss on investment, the \$1.25 million charge recognized by the Company related to the Settlement, as well as a smaller net loss from foreign exchange rate fluctuations as compared to the current year. For both periods, the impact of foreign exchange rate fluctuations was largely related to U.S. dollar-denominated cash and intercompany receivables held by our foreign subsidiaries.

Income Tax Expense (Benefit)

The Company's income tax expense and effective tax rate were \$7.5 million and 20.7%, respectively, for the three months ended September 30, 2024 compared to an income tax benefit and effective tax rate of \$(0.2) million and 0.8%, respectively, for the three months ended September 30, 2023. The change in the effective tax rate was primarily due to the relative size of our permanent differences in relation to the pre-tax income (loss) in the respective periods and also included the recognition of tax benefits associated with the appreciation in our share price upon vesting of RSUs above the original grant price during the three months ended September 30, 2024.

The Company's income tax expense and effective tax rate were \$26.0 million and (27.0)%, respectively, for the nine months ended September 30, 2024 compared to an income tax expense and effective tax rate of \$0.6 million and (0.8)%, respectively, for the nine months ended September 30, 2023. The change in the effective tax rate was primarily due to the relative size of our permanent differences in relation to the pre-tax loss in the respective periods and also included the recognition of tax benefits associated with the appreciation in our share price upon vesting of RSUs above the original grant price during the nine months ended September 30, 2024.

Liquidity and Capital Resources

General

We regularly monitor our liquidity position, including cash and cash equivalents, working capital assets and liabilities, commitments and other liquidity requirements. Our primary sources of liquidity are generally our cash and cash equivalent balances, investments in short-term marketable debt securities, the net cash generated from operations, and the available borrowing capacity under our Revolving Credit Facility. Our primary cash needs are for working capital, operating expenses (including cash compensation for our employees), repurchasing shares of the Company's Class A common stock, withholding tax payments for vested PWP Incentive Plan Awards, cash-settled exchanges of PWP OpCo Units, income taxes, dividends and distributions, capital expenditures, making payments pursuant to the tax receivable agreement, commitments, and strategic investments. We generally pay a significant portion of our annual cash incentive compensation during the first quarter of each calendar year with respect to the prior year's results. Therefore, levels of cash and cash equivalents and/or investments in short-term marketable debt securities generally decline during the first quarter and build over the remainder of the year.

Our current assets are primarily composed of cash and cash equivalents, investments in short-term marketable securities, receivables related to fees earned from providing advisory services, certain prepaid expenses and certain amounts due from related parties. Our current liabilities are primarily composed of accrued employee compensation, accounts payable and other accrued expenses. Cash and cash equivalents include cash held at banks, including interest-bearing money market accounts, and short-term highly liquid investments that have original maturities of three months or less from the date of purchase. We had cash balances of \$240.1 million and \$247.2 million as of September 30, 2024 and December 31, 2023, respectively, and cash equivalents of \$20.1 million as of September 30, 2024, which included investments in U.S. Treasury securities. As of December 31, 2023, we held no cash equivalents. Additionally, as of September 30, 2024 and December 31, 2023, the Company held U.S. Treasury securities of \$74.9 million and \$91.2 million, respectively, which were classified as Investments in short-term marketable debt securities within the condensed consolidated financial statements.

Our liquidity is highly dependent upon cash receipts from clients, which generally require the successful completion of transactions. Accounts receivable typically have net terms of 30 days. Accounts receivable, net of allowance for credit losses were \$87.5 million and \$47.8 million as of September 30, 2024 and December 31, 2023, respectively.

We have a Revolving Credit Facility with Cadence Bank with an available line of credit of \$50.0 million. Additionally, up to \$20.0 million of incremental revolving commitments above the \$50.0 million commitment amount may be incurred under the Credit Agreement. As of September 30, 2024, we had no outstanding balance related to the Revolving Credit Facility and no incremental revolving commitments were incurred. For further information on the Revolving Credit Facility, refer to Note 10—Debt in the notes to condensed consolidated financial statements included elsewhere in this Form 10-Q.

On March 1, 2024, we issued and sold 5,750,000 shares of Class A common stock at a price of \$12.00 per share for net proceeds of \$66.0 million after deducting underwriting discounts and offering costs.

During the second quarter of 2024, we paid or accrued a combined \$86.6 million in settlement of ACUs in connection with the Vesting Acceleration. Refer to Note 11—Equity-Based Compensation in the notes to the condensed consolidated financial statements for further information regarding the Vesting Acceleration. Also during the second quarter of 2024, we elected to settle exchanges of certain PWP OpCo Units and corresponding shares of Class B common stock for \$19.5 million in cash.

Based on current market conditions, we believe that our cash on hand, cash equivalents, investments in short-term marketable debt securities, net cash generated from operations, and the available borrowing capacity under our Revolving Credit Facility will be sufficient to meet our operating needs and commitments for the next twelve months; however, if these sources of liquidity are not sufficient, we may seek additional debt or equity financing.

Cash Flows

A summary of our operating, investing and financing cash flows is as follows:

	Nine Months Ended September 30,	
(Dollars in thousands)	2024	2023
Cash Provided By (Used In) Operating Activities		
Net income (loss)	\$ (122,002)	\$ (69,428)
Non-cash charges and other operating activity adjustments	198,265	155,335
Other operating activities	7,666	(98,389)
Total operating activities	83,929	(12,482)
Investing Activities	560	26,274
Financing Activities	(74,367)	(59,981)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,273	1,224
Net increase (decrease) in cash, cash equivalents and restricted cash	11,395	(44,965)
Cash, cash equivalents and restricted cash, beginning of period	250,102	174,166
Cash, cash equivalents and restricted cash, end of period	<u>\$ 261,497</u>	<u>\$ 129,201</u>

Nine Months Ended September 30, 2024

Operating activities resulted in a net cash inflow of \$83.9 million primarily attributable to cash collections from clients partially offset by an overall increase in client receivables and by cash operating expense outflows, including the settlement of liability-classified ACUs during the second quarter and discretionary bonuses paid during the first quarter of 2024 with respect to prior year compensation expense.

Investing activities resulted in a net cash inflow of \$0.6 million attributable to the maturation of investments in U.S. Treasury securities, which was almost fully offset by the purchase of additional investments and capital expenditures related to office space renovations.

Financing activities resulted in a net cash outflow of \$74.4 million primarily due to withholding tax payments for vested PWP Incentive Plan Awards and equity-classified ACUs, the cash settlement of exchanges of PWP OpCo Units, share repurchases, dividend payments, and distributions to partners, all of which was partially offset by the issuance of 5,750,000 shares of Class A common stock for net proceeds of \$66.0 million.

Nine Months Ended September 30, 2023

Operating activities resulted in a net cash outflow of \$12.5 million primarily attributable to cash operating expense outflows, including discretionary bonuses paid during the first quarter of 2023 with respect to prior year compensation expense, partially offset by cash collections from clients.

Investing activities resulted in a net cash inflow of \$26.3 million largely attributable to the maturation of investments in U.S. Treasury securities, net of additional investments in U.S. Treasury securities as well as capital expenditures related to office space renovations.

Financing activities resulted in a net cash outflow of \$60.0 million primarily related to the repurchase of shares pursuant to the stock repurchase program, withholding tax payments for vested PWP Incentive Plan Awards, distributions to partners, and dividend payments.

Share Repurchase Program

Our board of directors approved a stock repurchase program under which we are authorized to repurchase up to \$200.0 million of our Class A common stock with no requirement to purchase any minimum number of shares. During the nine months ended September 30, 2024, we repurchased 1,000,000 founder shares at a purchase price of \$15.00 per share. As of September 30, 2024, \$93.8 million remains of the \$200.0 million authorized for share repurchases.

Exchange Rights

In accordance with the limited partnership agreement of PWP OpCo, holders of PWP OpCo Units (other than the Company) may exchange these units for (i) shares of Class A common stock on a one-for-one basis or (ii) cash from an offering of shares of Class A common stock and (iii) subsequent to the Merger, cash from any other source. Whether future exchanges are settled in cash or shares of Class A common stock is at our option and will depend on our liquidity and capital resources, market conditions, the timing and concentration of exchange elections and other factors. See Note 9—Stockholders' Equity and Redeemable Non-Controlling Interests in the notes to the condensed consolidated financial statements included elsewhere in the Form 10-Q for further information.

Regulatory Capital

We actively monitor our regulatory capital base. Our principal subsidiaries are subject to regulatory requirements in their respective jurisdictions to ensure general financial soundness and liquidity. This requires, among other things, that we comply with certain minimum capital requirements, record-keeping, reporting procedures, experience and training requirements for employees and certain other requirements and procedures. These regulatory requirements may restrict the flow of funds to and from affiliates. Refer to Note 6—Regulatory Requirements in the notes to condensed consolidated financial statements included elsewhere in this Form 10-Q for further information. These regulations differ in the United States, United Kingdom, Canada, France and other countries in which we operate a registered broker-dealer or regionally similar construct. The license or regulatory framework under which we operate in each such country is meant to comply with applicable laws and regulations to conduct an advisory business. We believe that we provide each of our subsidiaries with sufficient capital and liquidity, consistent with their business and regulatory requirements to effectively operate in each jurisdiction.

Tax Receivable Agreement

As of September 30, 2024, we had an amount due of \$46.2 million pursuant to the tax receivable agreement, which represents management's best estimate of the amounts currently expected to be owed in connection with the tax receivable agreement for the Business Combination and subsequent exchanges made to date. See Note 15—Related Party Transactions in the notes to the condensed consolidated financial statements included elsewhere in the Form 10-Q for further information as well as the expected timing of payments.

Leases

We have various non-cancelable operating leases for our office space and certain equipment. As of September 30, 2024, we had \$188.4 million of operating lease liabilities. See Note 4—Leases in the notes to condensed consolidated financial statements included elsewhere in this Form 10-Q for further information as well as the expected timing of payments.

Market Risk and Credit Risk

Our business is not capital-intensive and we do not invest in derivative instruments. We are not subject to significant market risk (including interest rate risk and commodity price risk) or significant credit risk.

Risks Related to Cash and Cash Equivalents

Our cash and cash equivalents include any short-term highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less from the date of purchase. Cash is maintained in U.S. and non-U.S. bank accounts. Most account balances exceed U.S. Federal Deposit Insurance Corporation (FDIC) coverage limits or the coverage limits of the relevant foreign deposit insurance system, as applicable. We believe our cash and cash equivalents are not subject to any material interest rate risk, equity price risk, credit risk or other market risk.

Credit Risk

We regularly review our accounts receivable and allowance for credit losses by considering factors such as historical experience, credit quality, age of the accounts receivable, and the current economic conditions that may affect a client's ability to pay such amounts owed to us. We maintain an allowance for credit losses that, in our opinion, provides for an adequate reserve to cover current expected credit losses. Refer to Note 2—Summary of Significant Accounting Policies in the notes to condensed consolidated financial statements included elsewhere in this Form 10-Q for further information.

When we invest our excess cash, we manage our credit risk exposure by holding investments primarily with investment grade credit quality. As of September 30, 2024, the Company held investments of \$95.0 million in U.S. Treasury securities with maturities of less than 12 months. Of this amount, \$20.1 million is presented in Cash and cash equivalents and \$74.9 million is presented in Investments in short-term marketable debt securities on the Condensed Consolidated Statements of Financial Condition.

Exchange Rate Risk

We are exposed to exchange rate risk as a result of having foreign subsidiaries with non-U.S. dollar functional currencies as well as from entering into transactions and holding monetary assets and liabilities that are not denominated in the functional currency of its operating subsidiaries. Specifically, the reported amounts in our consolidated financial statements may be affected by movements in the rate of exchange between the pound sterling, euro, and Canadian dollar and our reporting currency, the U.S. dollar. For the nine months ended September 30, 2024 and 2023, the net impact of non-functional currency related transaction gains (losses) recorded in Other income (expense) on our Condensed Consolidated Statements of Operations was \$(2.4) million and \$(0.3) million, respectively, primarily related to U.S. dollar-denominated cash and intercompany receivables held by our foreign subsidiaries as the strength of the U.S. dollar fluctuated. For the nine months ended September 30, 2024 and 2023, the net impact from the fluctuation of foreign currencies recorded in Foreign currency translation gain (loss) on our Condensed Consolidated Statements of Comprehensive Income (Loss) was \$2.5 million and \$0.7 million, respectively. We have not entered into any transactions to hedge our exposure to these foreign currency fluctuations using derivative instruments or other methods but may do so if we deem appropriate in the future. As of September 30, 2024, we held cash balances of \$29.8 million in non-U.S. dollar currencies, composed of pound sterling, euros, and Canadian dollars.

Critical Accounting Estimates

The unaudited condensed consolidated financial statements included elsewhere in this Form 10-Q are prepared in accordance with U.S. GAAP, which requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates. Estimates and the assumptions underlying these estimates are reviewed periodically, and the effects of revisions are reflected in the period in which they are determined to be necessary. For a discussion of our critical accounting estimates, refer to our Annual Report on Form 10-K filed on February 23, 2024.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

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

Item 4. Controls and Procedures

This Item 4 includes information concerning the controls and controls evaluation referred to in the certifications of our Chief Executive Officer and Chief Financial Officer required by Rule 13a-14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") included in this Quarterly Report on Form 10-Q as Exhibits 31.1 and 31.2.

Management's Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to management to allow timely decisions regarding required disclosures.

In connection with the preparation of this Quarterly Report on Form 10-Q, our management, under the supervision and with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2024. Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed in reports that we file or submit under the Exchange Act is accumulated and communicated to management, and made known to our principal executive officer and principle financial officer, on a timely basis to ensure that it is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the nine months ended September 30, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are now, and from time to time may in the future be, named as a defendant in legal actions relating to transactions conducted in the ordinary course of business. We may also become involved in other judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of our businesses. Some of these matters may involve claims of substantial amounts.

For details on the current legal proceedings, refer to Note 16—Commitments and Contingencies in the notes to condensed consolidated financial statements included elsewhere in this Form 10-Q.

Item 1A. Risk Factors

There have been no material changes or updates to our risk factors that were previously disclosed in "Part I. Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 as filed with the SEC on February 23, 2024.

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

Repurchases of Equity Securities

The following table summarizes our repurchase of equity securities during the three months ended September 30, 2024:

Period	Total Number of Shares Repurchased	Average Price Paid Per Unit	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares yet to be Purchased Under the Publicly Announced Plans or Programs
July 1, 2024 - July 31, 2024	—	\$ —	—	\$ 93,823,525
August 1, 2024 - August 31, 2024	—	\$ —	—	\$ 93,823,525
September 1, 2024 - September 30, 2024	—	\$ —	—	\$ 93,823,525
Total	<u>—</u>	<u>\$ —</u>	<u>—</u>	<u>\$ 93,823,525</u>

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Amendment to the PWP OpCo LPA

On November 6, 2024 (the "Effective Date"), the Second Amended and Restated Agreement of Limited Partnership of PWP Holdings LP ("PWP OpCo"), dated as of April 1, 2024 (the "PWP OpCo LPA"), was amended by the First Amendment to the PWP OpCo LPA (the "PWP OpCo LPA Amendment").

Pursuant to the PWP OpCo LPA Amendment, the Partnership Unit Designation of the Series A PI Units (as defined below) (the "PUD") was attached as Exhibit F to the PWP OpCo LPA. The PUD provides for the issuance of a new class of partnership profits interests in PWP OpCo (the "Series A PI Units"), pursuant to which holders of Series A PI Units, if any, may receive an annual allocation and corresponding distribution from the profits of PWP OpCo upon the terms and conditions set forth in the applicable Series A PI Unit Award Agreement (the "Award Agreement").

On the Effective Date, the Compensation Committee of the Company's Board of Directors and PWP GP LLC, in its capacity as the general partner of PWP OpCo, approved the form of Award Agreement. The Award Agreement provides that any recipient will be eligible to receive an annual allocation and corresponding distribution from the profits of PWP OpCo equal to a percentage of the revenue earned by PWP OpCo for each applicable period in which the Series A PI Units remain outstanding, as specified in the applicable Award Agreement and only to the extent there are sufficient profits; provided that the recipient remains an active professional through, and has not given or received a notice of termination as of, the actual distribution date.

The foregoing description of the PWP OpCo LPA Amendment, the PUD and the Award Agreement does not purport to be complete and is qualified in its entirety by the full texts of the PWP OpCo LPA Amendment and the PUD, copies of which are attached hereto as Exhibit 10.1 and incorporated herein by reference, and the full text of the Award Agreement, the form of which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Insider Trading Arrangements and Policies

On August 6, 2024, Red Hook Capital LLC ("Red Hook") adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 842,621 shares of the Company's common stock. Peter Weinberg, Chairman of our Board of Directors, has shared voting and dispositive power over Red Hook through his shared control of Rosedale Partner LLC, the sole member of Red Hook. The plan's maximum duration is until August 1, 2025.

During the three months ended September 30, 2024, no other director or officer of the Company adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits.

Exhibit Number	Description
10.1*	First Amendment to the Second Amended and Restated Agreement of Limited Partnership of PWP Holdings LP
10.2*	Form of Series A PI Unit Award Agreement
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Principal 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 Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

** Furnished herewith.

SIGNATURES

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

PERELLA WEINBERG PARTNERS

Date: November 8, 2024

By: /s/ ANDREW BEDNAR
Andrew Bednar
Chief Executive Officer
(Principal Executive Officer)

Date: November 8, 2024

By: /s/ ALEXANDRA GOTTSCHALK
Alexandra Gottschalk
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
PWP HOLDINGS LP,
a Delaware limited partnership**

This FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF PWP HOLDINGS LP (this "Amendment"), is made and entered into as of November 6, 2024 (Effective Date"), by PWP GP LLC, a Delaware limited liability company, as the general partner (the General Partner"), pursuant to Section 3.2(c) of the Second Amended and Restated Agreement of Limited Partnership of PWP Holdings LP, dated as of April 1, 2024 (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, pursuant to 3.2(c) of the Agreement, (i) the General Partner is authorized to cause the Partnership to issue additional Partnership Interests, in the form of Units, for any Partnership purpose, at any time or from time to time, to the Partners or to other Persons, and to admit such Persons as Additional Limited Partners, for such consideration and on such terms and conditions as shall be established by the General Partner, all without the approval of any Limited Partner or any other Person, and (ii) any additional Partnership Interests may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences, conversion or other rights, voting powers, restrictions, rights to distributions, qualifications and terms and conditions of redemption (including rights that may be senior or otherwise entitled to preference over existing Partnership Interests) as shall be determined by the General Partner, without the approval of any Limited Partner or any other Person, and set forth in a written document thereafter attached to and made an exhibit to the Agreement, which exhibit shall be an amendment to the Agreement and shall be incorporated therein by reference; and

WHEREAS, the General Partner has determined that it is necessary and desirable to amend the Agreement, and desires to amend the Agreement, in each case as set forth herein.

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

1. Amendment. Pursuant to Section 3.2(c) of the Agreement, the Agreement is hereby amended as follows:
 - (a. The Partnership Unit Designation, attached as Annex A hereto, is hereby attached to and made an exhibit to the Agreement as Exhibit F thereto, which Exhibit F shall be an amendment to the Agreement and shall be incorporated therein by reference.

2. **Miscellaneous.** Except as specifically amended hereby, the terms, covenants, provisions and conditions of the Agreement shall remain unmodified and continue in full force and effect and, except as amended hereby, all of the terms, covenants, provisions and conditions of the Agreement are hereby ratified and confirmed in all respects.

[Signature page follows]

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

GENERAL PARTNER:

PWP GP LLC

By: Perella Weinberg Partners, its sole member

By: /s/ Alexandra Gottschalk

Name: Alexandra Gottschalk

Title: Chief Financial Officer

[First Amendment to the Second Amended and Restated Agreement of Limited Partnership of PWP Holdings LP]

ANNEX A

EXHIBIT F

PARTNERSHIP UNIT DESIGNATION OF THE SERIES A PI UNITS OF PWP HOLDINGS LP

1. **Number of Units and Designation** A class of Partnership Units is hereby designated as "Series A PI Units" and the number of Partnership Units constituting such class shall be 1,000. For the avoidance of doubt, the Series A PI Units shall not be treated as "Common Units" under the Agreement.

2. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Agreement, as modified by this PUD and the defined terms used herein. For purposes of this PUD, the following terms shall have the respective meanings ascribed below:

"Agreement" shall mean the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of April 1, 2024, as amended, supplemented or restated from time to time.

"Annual Distribution Amount" shall have the meaning set forth in the applicable Award Agreement.

"Award Agreement" means a written agreement between a Holder and the Partnership evidencing the grant of one or more Series A PI Units.

"Partnership" shall mean PWP Holdings LP, a Delaware limited partnership.

"PUD" shall mean this Partnership Unit Designation of the Series A PI Units, as amended, supplemented or restated from time to time.

"Reduced Distribution Amount" shall have the meaning set forth in the applicable Award Agreement.

"Series A PI Unit" shall mean a Series A PI Unit with the designations, preferences and relative, participating, optional or other special rights, powers and duties attributable to such Series A PI Unit, as set forth in this PUD and the applicable Award Agreement.

3. **Distributions.**

(a) The General Partner shall cause the Partnership to pay the applicable Annual Distribution Amount (or Reduced Distribution Amount) to each Holder of Series A PI Units, in each case, (i) upon the terms and subject to the conditions set forth in such Holder's

Award Agreement, (ii) in parity with distributions made in respect of other Series A PI Units, (iii) in preference or priority to distributions made in respect of any other Partnership Unit (other than any other Partnership Unit that ranks senior in priority to the Series A PI Units pursuant to its Partnership Unit Designation) and (iv) irrespective of whether such Series A PI Units were outstanding during the entire period in respect of which any distribution is made (i.e., without any proration thereof).

(b) Notwithstanding the foregoing, the Partnership may, but shall not be required to, make distributions to the Holders of Series A PI Units of an aggregate amount in cash sufficient to allow each such Holder to pay its Annual Income Tax Liability with respect to the calendar year, taking into account any Tax Distributions made with respect to the Holder's Partnership Class A Common Units, if any. All distributions made to Partners pursuant to this Section 3(b) shall be treated as advance distributions and shall be taken into account in determining the amount subsequently distributed to Holders in accordance with each Holder's Award Agreement.

4. **Forfeiture.** To the extent not otherwise addressed in the applicable Award Agreement, if a Holder of Series A PI Units is Terminated (as defined in the applicable Award Agreement) for any reason, the Series A PI Unit shall immediately and automatically be forfeited by the Holder and the Holder (and the Holder's heirs, transferees, successors and assigns) shall thereafter have no right, title or interest whatsoever in such forfeited Series A PI Unit (other than the right to receive payment of the Holder's Capital Account with respect to such Series A PI Unit, as described in the applicable Award Agreement) and such forfeited Series A PI Unit shall be returned to the Partnership. The Holder (and the Holder's heirs, transferees, successors and assigns) shall receive no payment from the Partnership in connection with the forfeiture of any Series A PI Unit (other than the right to receive payment of the Holder's Capital Account with respect to such Series A PI Unit, as described in the applicable Award Agreement).

5. **Status of Forfeited Units.** All Series A PI Units that have been issued and subsequently forfeited shall immediately and automatically be deemed authorized but unissued and, for the avoidance of doubt, no longer outstanding.

6. **Series A PI Units Uncertificated.** The ownership of the Series A PI Units shall not be evidenced by certificates of ownership.

7. **Allocations of Net Income and Net Loss; Capital Accounts** Except as otherwise required under Section 5 of the Agreement, each Holder of Series A PI Units shall be allocated Net Income in an aggregate amount equal to such Holder's Annual Distribution Amount (or Reduced Distribution Amount) with respect to the relevant taxable year, if any.

8. **Voting Rights.** A Holder of Series A PI Units shall have only the rights set forth in this PUD and such Holder's Award Agreement. In no event shall a Holder, in their capacity as a Holder of a Series A PI Unit, be entitled to vote on, or consent to, any matter.

9. **Amendment.** Subject to the terms of the Agreement, the General Partner is authorized to amend this PUD at any time without the consent or approval of any Partners or Holders of Series A PI Units.

10. **Restrictions on Transfer.** Except as may be determined by the General Partner, in its sole discretion, or as set forth in the applicable Award Agreement, the rights of a Holder with respect to Series A PI Units shall not be assignable or transferable by the Holder. Any attempt to dispose of any Series A PI Units in contravention of these restrictions shall be null and void and without effect. Without limiting the foregoing, any Series A PI Unit that is proposed to be transferred in accordance with the terms hereof shall not be effective unless such transfer is effected in accordance with any applicable securities laws and the proposed transferee agrees in writing that the provisions hereof shall continue to apply to the Series A PI Unit in the hands of the proposed transferee.

11. **Partnership Profits Interests.** It is intended that the Series A PI Units satisfy the requirements for a partnership profits interest transferred in connection with the performance of services, as set forth in IRS Revenue Procedures 93-27 and 2001-43, or any future IRS guidance or other authority that supplements or supersedes the foregoing IRS Revenue Procedures, and the provisions of this PUD shall be interpreted and applied consistently therewith. In accordance with the foregoing, in no event shall the Series A PI Units be entitled to distributions (including redemption proceeds) in excess of the aggregate amount of the Partnership's net "section 704(b)" income and gain realized after the grant of the Series A PI Units.

12. **Headings of Subdivisions.** The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

13. **Severability.** If any right or limitations of the Series A PI Units set forth in this PUD (as may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule or law or public policy, all other rights, preferences and limitations set forth in this PUD, as amended, which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation shall, nevertheless remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

14. **Interpretation.** The General Partner, acting reasonably and in good faith, shall have the exclusive power, authority and discretion to interpret the terms of, and any matter arising pursuant to, this PUD. The General Partner's good faith interpretation of this PUD and all decisions and determinations by the General Partner with respect to this PUD, the Agreement and the applicable Award Agreement are final, binding and conclusive on all parties.

15. **Governing Law.** This PUD shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles.

16. **Conflicts with Award Agreement.** In the event of any inconsistency between this PUD and the applicable Award Agreement, the terms of the Award Agreement shall control.

The General Partner is authorized to modify or amend this PUD as it determines to be necessary or desirable from time to time to conform the terms of this PUD to the applicable Award Agreement, as in effect on the date hereof and as it may be modified in the future. For the avoidance of doubt, all payments with respect to the Annual Distribution Amount (or Reduced Distribution Amount), if any, will be made by the Partnership solely pursuant to the applicable Award Agreement, and not pursuant to this PUD or otherwise with respect to the Series A PI Units, and the Series A PI Units shall represent no rights therein.

17. **Conflicts with Agreement.** Subject to Section 16, this PUD supplements the Agreement and, to the extent of any conflict between the Agreement and this PUD, the terms of this PUD shall control.

* * * *

PWP HOLDINGS LP
FORM OF
SERIES A PI UNIT AWARD AGREEMENT

THIS SERIES A PI UNIT AWARD AGREEMENT (this “Agreement”) is made and entered into as of [] (the “Grant Date”) by and between PWP Holdings LP, a Delaware limited partnership (the “Partnership”), and [] (the “Participant”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of April 1, 2024 (as amended, supplemented or restated from time to time, the “LP Agreement”).

WHEREAS, the Partnership is agreeing to issue a partnership profits interest in the Partnership in the form of a Partnership Unit designated as a Series A PI Unit (the “PI Unit”) to the Participant, subject to the terms and conditions contained herein, in the Partnership Unit Designation pertaining to the PI Unit (the “PUD”) and in the LP Agreement; and

WHEREAS, the Partnership and the Participant desire to enter into this Agreement setting forth the terms and conditions of the grant of the PI Unit to the Participant.

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

1. Grant of the PI Unit

(a) In reliance on the representations and warranties contained herein, and subject to all of the terms and conditions included in this Agreement, the PUD and in the LP Agreement, the Partnership hereby grants 1 PI Unit to the Participant. The PI Unit represents an interest in the profits of the Partnership designated in the PUD that entitles the Participant to receive certain distributions as set forth on Exhibit A hereto, so long as the Participant remains an Active Professional through, and has not given or received a notice of Termination as of, the date of an applicable distribution, as further described on Exhibit A hereto. The PI Units are being granted as additional consideration for services anticipated to be provided on or after the Grant Date to or for the benefit of the Partnership. Where the context permits, references to the “Partnership” shall include the Partnership and any Affiliate of or successor to the Partnership.

(b) All determinations made by the Partnership pursuant to this Agreement (including Exhibit A hereto) shall be reviewed and approved by the Compensation Committee of the Board of Directors of Perella Weinberg Partners.

2. Forfeiture. Notwithstanding anything to the contrary set forth in any other agreement between the Participant and the Partnership, if the Participant is Terminated for any reason, the PI Unit shall immediately and automatically be forfeited by the Participant and the Participant (and the Participant's heirs, transferees, successors and assigns) shall thereafter have no right, title or interest whatsoever in such forfeited PI Unit (other than the right to receive payment of the Participant's Capital Account with respect to such PI Unit, as described in Exhibit A hereto) and such forfeited PI Unit shall be returned to the Partnership. The Participant (and the Participant's heirs, transferees, successors and assigns) shall receive no payment from the Partnership in connection with the forfeiture of any PI Unit (other than the right to receive payment of the Participant's Capital Account with respect to such PI Unit, as described in Exhibit A hereto).

3. Rights as a Limited Partner. From and after the Grant Date, the Participant shall have only the rights of a Holder of a PI Unit as set forth in this Agreement and the PUD. In no event shall the Participant, in the Participant's capacity as a Holder of a PI Unit, be entitled to vote on, or consent to, any matter.

4. Restrictive Covenants.

(a) The Participant acknowledges and agrees that the Participant is bound by certain restrictive covenants in connection with the Participant's status as an Active Professional, including, without limitation, confidentiality, non-solicitation, non-competition and non-disparagement covenants (including, without limitation, the restrictive covenants in the LP Agreement or any other partnership agreement or other definitive agreement to which the Participant is a party) (as applicable, the "Restrictive Covenants"). The Restrictive Covenants are incorporated by reference as if fully set forth herein and are hereby re-executed and reaffirmed.

(b) Pursuant to 18 U.S.C. §1833(b), the Participant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Partnership that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to the Participant's attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If the Participant files a lawsuit for retaliation by the Partnership for reporting a suspected violation of law, the Participant may disclose the trade secret to the Participant's attorney and use the trade secret information in the court proceeding, if the Participant (1) files any document containing the trade secret under seal, and (2) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement that the Participant has with the Partnership shall prohibit or restrict the Participant from (x) making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Partnership or (y)

providing truthful testimony or access to confidential information in response to a valid subpoena, court order, regulatory request, or other legal process; provided, however, that, before making any such disclosure under this Section 4(b) the Participant agrees to immediately give the Partnership written notice of the Participant's intended disclosure and to afford the Partnership a reasonable opportunity to protect its interests.

5. Limitations on Transfer. Except as set forth in the LP Agreement or as may be determined by the General Partner, in its sole discretion, the rights of a Participant with respect to PI Units shall not be assignable or transferable by the Participant. Any attempt to dispose of any PI Units in contravention of these restrictions shall be null and void and without effect. Any PI Unit that is proposed to be transferred in accordance with the terms hereof shall not be effective unless such transfer is effected in accordance with any applicable securities laws and the proposed transferee agrees in writing that the provisions hereof shall continue to apply to the PI Unit in the hands of the proposed transferee.

6. Representations and Warranties of the Participant. The Participant hereby represents and warrants to the Partnership as of the date of this Agreement as follows:

(a) The Participant qualifies as an Accredited Investor under the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder (the "Securities Act").

(b) The Participant has such knowledge and experience in financial and business matters that the Participant is capable of evaluating the merits and risks of the investment to be made by the Participant hereunder. The Participant understands and has taken cognizance of all the risk factors related to the investment in the PI Unit.

(c) The Participant is acquiring the PI Unit for the Participant's own account for investment and not with any view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act.

(d) The Participant understands that (i) the PI Unit has not been registered under the Securities Act or applicable state securities laws, in reliance on exemptions from registration under the Securities Act and applicable state securities laws and (ii) no federal or state agency has made any finding or determination as to the fairness for investment, nor any recommendation or endorsement, of the PI Unit.

(e) The Participant acknowledges and agrees that (i) except as expressly provided for in this Agreement, no representations or warranties have been made to the Participant by the Partnership or any other persons with respect to the Participant's investment in the PI Unit, (ii) except for this Agreement, the PUD and the LP Agreement, there are no agreements, contracts, understandings or commitments between the Participant, on the one hand, and the Partnership, on the other hand, with respect to the Participant's investment in the PI Unit, (iii) in entering into this transaction the Participant is not relying upon any information, other

than that contained in the LP Agreement, the PUD, this Agreement and the results of the Participant's own independent investigation, (iv) the Participant's financial situation is such that the Participant can afford to hold the PI Unit for an indefinite period of time, has adequate means for providing for the Participant's current needs and personal contingencies, and can afford the eventuality that the PI Unit may ultimately have no value, (v) the future value of the PI Unit is speculative and (vi) the Participant is not entitled to any preemptive, tag-along, information or other minority investor rights with respect to the PI Unit, other than as expressly set forth in this Agreement, the PUD, the LP Agreement or as otherwise provided under applicable law.

(f) The Participant is fully informed and aware of the circumstances under which the PI Unit must be held and the restrictions upon the resale of the PI Unit under the Securities Act and any applicable state securities laws. The Participant understands (i) that the Participant must bear the economic risk of the Participant's investment in the PI Unit for an indefinite period of time because the PI Unit has not been registered under the Securities Act and, therefore, cannot be sold unless it is registered under the Securities Act and any applicable state securities laws or unless an exemption from such registration is available, (ii) that the availability of an exemption may depend on factors over which the Participant has no control and (iii) that unless so registered or exempt from registration, the PI Unit may be required to be held for an indefinite period. The Participant understands that an exemption from registration is not presently available pursuant to Rule 144 promulgated under the Securities Act, that there is no assurance that such exemption will ever become available to the Participant, and that even if it were to become available, sales pursuant to Rule 144 would be limited in amount and could only be made in full compliance with the provisions of Rule 144.

(g) The Participant has received and reviewed the LP Agreement and the PUD. The Participant acknowledges and agrees that the PI Unit is subject to the provisions of the LP Agreement and the PUD.

(h) The Participant has full authority to enter into this Agreement and the LP Agreement, and to perform the Participant's obligations hereunder and thereunder. This Agreement and the LP Agreement have been duly and validly executed and delivered by the Participant and constitute legal, valid and binding obligations of the Participant, enforceable against the Participant in accordance with their terms, subject, as to the enforcement of remedies, to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting creditors and general principles of equity. The execution, delivery and performance of this Agreement and the LP Agreement does not and will not conflict with, violate or cause a breach of any agreement, contract or instrument to which the Participant is a party or any judgment, order, decree or law to which the Participant is subject.

(i) The Participant understands that the Partnership's decision to grant the PI Unit to the Participant is predicated, in part, on the representations, warranties and covenants of the Participant contained herein.

7. Survival of Representations and Warranties; Indemnification. All representations and warranties of the Participant contained herein shall survive the execution of this Agreement and the grant of the PI Unit contemplated hereby. The Participant agrees to indemnify and hold harmless the Partnership from any actual liability, loss or expense (including, without limitation, reasonable attorneys' fees) incurred by the Partnership as a result of the Participant's breach of any representation or warranty hereunder.

8. No Right of Continued Service Neither the grant of the PI Unit nor anything contained in this Agreement shall confer upon the Participant any right to continue in the service of the Partnership, or to prohibit or restrict the Partnership or an Affiliate thereof from Terminating the Participant at any time or for any reason whatsoever, with or without Cause, notwithstanding the effect any such action may have on the Participant, this Agreement, the LP Agreement or any PI Unit that is or would otherwise be granted under this Agreement.

9. Mandatory 83(b) Election. The Participant acknowledges that the Participant is required to timely file an election under Section 83(b) of the Code in the form attached hereto as Exhibit B and that filing such election is the Participant's responsibility. Furthermore, in the event that any of the percentages set forth in the Participant's Annual Distribution Amount (as defined in Exhibit A hereto) are increased at any time in accordance with the terms of Exhibit A hereto, the Participant shall be required to timely file an additional election under Section 83(b) of the Code reflecting such percentage increase. The Participant will deliver a copy of any such completed Section 83(b) election form to the Partnership promptly upon filing.

10. Tax Consequences. The Partnership shall not be liable or responsible in any way for any U.S. federal income tax or any other tax consequences to the Participant relating to the grant, ownership, or vesting and related lapsing of any forfeiture conditions, of the PI Unit granted hereunder. The Participant agrees to determine and be responsible for any and all tax consequences to the Participant related to the grant, ownership, or vesting and related lapsing of any forfeiture conditions, of the PI Unit. By accepting the PI Unit, the Participant acknowledges that the Partnership is treated as a partnership for U.S. federal and state income tax purposes and that the Participant will be treated as a partner for such purposes with respect to the PI Unit. Accordingly, the Participant acknowledges that, among other things, the Participant will be required to report and pay tax on the Participant's individual tax return the Participant's distributive share of the Partnership's income, gain, loss, deductions and credits, regardless of whether the Participant has received a distribution from the Partnership, and accordingly, the ownership of the PI Unit may give rise to an out-of-pocket expense for the Participant. The Participant acknowledges and agrees that the payment of any base salary or any discretionary payments from the Partnership shall be treated as "guaranteed payments" to the Participant from the Partnership within the meaning of Section 707(c) of the Code. The Partnership has not made and will not make any statements or representations to the Participant concerning the U.S. federal, state and local or non-U.S. tax consequences arising from the grant and holding of the PI Unit contemplated by this Agreement and will have no obligation to indemnify or hold harmless the Participant for any claims or liabilities arising from such consequences. This Agreement is intended to be a part of the Partnership's "partnership agreement," as defined in Section

1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated under the Code. The Partnership and the Participant hereby acknowledge and agree that the Participant's PI Unit granted under this Agreement is, except to the extent issued in exchange for property, intended to constitute a "profits interest" in the Partnership within the meaning of IRS Revenue Procedure 93-27, 1993-2 C.B. 343 ("Rev. Proc. 93-27"), or any successor IRS or Treasury Department Regulation or other pronouncement applicable at the date of issuance of the PI Unit (a "Profits Interest"). The Partnership shall treat the Participant as the owner of such Profits Interest from the date it is granted for all purposes. The Participant shall take into account the distributive share of partnership income, gain, loss, deduction, and credit associated with its Profits Interest in computing the Participant's income tax liability for the entire period during which the Participant has the Profits Interest. Upon the grant of the Profits Interest or at any time thereafter, neither the Partnership nor any of its partners may deduct any amount (as wages, compensation, or otherwise) for the fair market value of the Profits Interest. The undertakings contained in this Section 10 shall be construed in accordance with Section 4 of IRS Revenue Procedure 2001-43, 2001-2 C.B. 191 ("Rev. Proc. 2001-43"). By executing this Agreement, the Participant and the Partnership agree to take such actions as may be required by any authority or guidance that may be issued in the future with respect to the taxation of Profits Interests transferred in connection with the performance of services to conform the tax consequences to the Partnership and the Participant that receives such Profits Interest as closely as possible to the consequences set forth in Rev. Proc. 93-27 and Rev. Proc. 2001-43.

11. Notices. All notices to a party under this Agreement shall be provided in accordance with Section 15.7 of the LP Agreement. Any such notice may at any time be waived by the party entitled to receive such notice.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Partnership's assets and business, and, except as otherwise expressly provided herein, the parties' respective heirs, executors, administrators, representatives, successors and permitted assigns. This Agreement may not be assigned, transferred or otherwise disposed of by the Participant, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the Partnership.

13. Complete Agreement. This Agreement, the PUD and the LP Agreement contain the complete agreement among the parties hereto with respect to the grant of the PI Unit and supersede all prior agreements and understandings among the parties hereto with respect thereto.

14. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal,

invalid or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid or unenforceable provisions, there shall be added automatically as a part hereof a provision as similar in terms and economic effect to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. Waivers. No waiver of any provision of this Agreement is valid unless in writing and signed by the party against whom or which enforcement is sought, and any such waiver is effective only in the specific instance described and for the purpose for which the waiver was given. The failure of any party to this Agreement to insist upon or enforce strict performance by any other party to this Agreement of any provision of this Agreement shall not be construed as a waiver or relinquishment of such right or related remedy.

16. Set-Off. The Participant hereby acknowledges and agrees, without limiting rights of the Partnership otherwise available at law or in equity, that, to the extent permitted by law, the PI Unit granted under this Agreement (or the amount of any cash or property distributed with respect to or in lieu thereof) may be reduced by, and set-off against, any or all amounts or other consideration payable by the Participant to the Partnership under any other agreement or arrangement between the Participant and the Partnership; provided that any such set-off does not result in a penalty under Section 409A of the Code.

17. Clawback. Notwithstanding any other provisions in the LP Agreement, the PUD or this Agreement, the amounts payable under this Agreement shall be subject to reduction and clawback to the extent required pursuant to any law, government regulation or stock exchange listing requirement (or any policy adopted by the Partnership or any director or indirect partner entity thereof, including, without limitation, Perella Weinberg Partners, pursuant to or in connection with any such law, government regulation or stock exchange listing requirement).

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles. This Agreement shall be subject to the arbitration provisions set forth in the LP Agreement.

19. Review of this Agreement. The Participant confirms that the Participant has carefully reviewed this Agreement, the PUD and the LP Agreement, and understands the terms and conditions of each such agreement. The Participant further confirms that the Participant has consulted with legal counsel, or had ample opportunity to consult with legal counsel, representing the Participant concerning this Agreement, the PUD, the LP Agreement and any other agreements between or among the Participant and the Partnership.

20. Counterparts. This Agreement and any amendments may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. In addition, this Agreement and any amendments may be executed through the use of counterpart signature pages. The signature of any party on any counterpart agreement or counterpart signature page shall be deemed to be a signature to, and may be appended to, one document.

21. Joinder to LP Agreement. Contemporaneously herewith, the Participant, to the extent not party to the LP Agreement immediately prior to the execution and delivery of this Agreement, has executed and delivered a counterpart signature page to the LP Agreement in the form attached hereto as Exhibit C, making the Participant a party to the LP Agreement. In the event the LP Agreement is amended in a manner that results in the renumbering of one or more sections, references in this Agreement to sections of the LP Agreement shall refer instead to the applicable renumbered sections which correspond to the original references. To the extent any provision herein contradicts any provision in the LP Agreement, the provision in the LP Agreement shall control. In connection with receiving the Participant's Annual Distribution Amount, the Participant shall enter into any customary documentation as may be required by the Partnership.

22. Amendments. This Agreement shall only be amended in a writing duly executed by both parties.

23. Consent by Spouse. If the Participant is married (and not formally separated with an agreed-upon division of assets), the Participant shall be obligated to deliver at the time of execution of this Agreement a duly executed consent by spouse substantially in the form attached hereto as Exhibit D. The Participant shall also have such consent by spouse executed by any spouse married to the Participant at any time subsequent hereto.

SIGNATURE PAGE FOLLOWS

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

PWP HOLDINGS LP

By: _____

PARTICIPANT

[Signature Page to Series A PI Unit Award Agreement]

Distributions

1. General.

(a) Subject to the limitations set forth in Sections 1(b) and 1(c) of this Exhibit A, following the completion of each calendar year beginning with calendar year 2024, the Participant will be entitled to receive an annual distribution of Profits (the “Annual Distribution”) equal to the Annual Distribution Amount (as defined below). The Annual Distribution shall be made no later than March 15 of the calendar year following the year to which such Annual Distribution relates (the “Distribution Date”), so long as the Participant remains an Active Professional through, and has not given or received a notice of Termination as of, the applicable Distribution Date.

(b) Notwithstanding the foregoing, the Partnership may, in its sole discretion, determine not to distribute up to 1% of any Annual Distribution Amount to the Participant (the “Holdback Amount”). Any Holdback Amount shall be retained by the Partnership, shall increase the Participant’s Capital Account (as defined in the LP Agreement) and shall be distributed to the Participant upon the Participant’s Termination for any reason.

(c) Notwithstanding the foregoing, in the event that, as of any Distribution Date, the aggregate sum of all Annual Distribution Amounts to be made with respect to all issued and outstanding Series A PI Units of the Partnership as of such Distribution Date (including the Annual Distribution Amount set forth herein) exceeds the Partnership’s Profits (as defined below) for the calendar year preceding the year in which such Distribution Date occurs, the Participant shall not receive the Annual Distribution Amount and shall instead receive the Reduced Distribution Amount (as defined below).

(d) For any applicable calendar year in which a Carryover Amount (as defined below) with respect to a previous calendar year is otherwise payable as part of the Annual Distribution Amount, such Carryover Amount shall be paid last after all distributions due with respect to the applicable calendar year have been paid.

2. Definitions

(a) “Active Professional” has the meaning set forth in the LP Agreement.

(b) –“Annual Distribution Amount” means, for each applicable calendar year, the sum, if any, of (i) the cumulative amount set forth in the table below and (ii) any Carryover Amount (as defined below).

[]

The Annual Distribution Amount and/or each component thereof may be amended (including to zero) in the sole discretion of the General Partner prior to the commencement of any calendar year to which such definition will apply, and any such amendment shall be effective only as of

January 1 of the calendar year following the year in which such amendment was adopted. The Participant agrees that any decrease in the Annual Distribution Amount and/or each component thereof (including to zero), as determined in the sole discretion of the General Partner, shall not constitute "Good Reason" (or any similar concept) contained in any agreement between the Participant and the Partnership or any of its Affiliates.

(c) "Carryover Amount" means the amount by which the Annual Distribution Amount for the applicable year exceeds the Reduced Distribution Amount, if any, for such year.

(d) "Profits" means, for each Fiscal Year (as defined in the LP Agreement) of the Partnership, an amount equal to the Partnership's Net Income (as defined in the LP Agreement), as determined without adjustment for clause (iii), (iv) or (vi) of the definition thereof in the LP Agreement (which clauses relate to adjustments in Gross Asset Value (as defined in the LP Agreement)).

(e) "Reduced Distribution Amount" means the product of (i) a fraction, (x) the numerator of which is the Annual Distribution Amount otherwise payable to the Participant for the applicable calendar year and (y) the denominator of which is the aggregate sum of all Annual Distribution Amounts to be made with respect to all issued and outstanding Series A PI Units of the Partnership for the applicable calendar year and (ii) Profits for the applicable calendar year.

(f) "Revenue" means, with respect to any calendar year, revenues of Perella Weinberg Partners for such calendar year, as reported in the consolidated financial statements contained in the applicable Form 10-K of Perella Weinberg Partners, provided that, for calendar year 2024, "Revenue" shall only include revenues of Perella Weinberg Partners for the portion of 2024 after the Grant Date.

(g) "Termination" has the meaning set forth in the LP Agreement. The terms "Terminate," "Terminating" and "Terminated" shall have correlative meanings.

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrew Bednar, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Perella Weinberg Partners;
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(s) 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)) 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. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c. 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2024

By: /s/ ANDREW BEDNAR

Andrew Bednar
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Alexandra Gottschalk, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Perella Weinberg Partners;
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(s) 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)) 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. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c. 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2024

By: /s/ ALEXANDRA GOTTSCHALK

Alexandra Gottschalk

Chief Financial Officer

(Principal Financial Officer)

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

In connection with the Quarterly Report on Form 10-Q for the period ended September 30, 2024, as filed by Perella Weinberg Partners (the "Company") with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

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

Date: November 8, 2024

By: /s/ ANDREW BEDNAR

Andrew Bednar

Chief Executive Officer

(Principal Executive Officer)

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

In connection with the Quarterly Report on Form 10-Q for the period ended September 30, 2024, as filed by Perella Weinberg Partners (the "Company") with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

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

Date: November 8, 2024

By: /s/ ALEXANDRA GOTTSCHALK

Alexandra Gottschalk

Chief Financial Officer

(Principal Financial Officer)