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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 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 001-32975

EVERCORE INC.

(Exact name of registrant as specified in its charter)

Delaware	**20-4748747**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**

55 East 52nd Street

New York, New York 10055

(Address of principal executive offices)

Registrant's telephone number, including area code: (212) 857-3100

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, par value $0.01 per share	**EVR**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ý No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ý

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, a 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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

The aggregate market value of the voting and nonvoting common equity of the registrant held by non-affiliates as of June 30, 2024 was approximately $8.0 billion, based on the closing price of the registrant's Class A common stock reported on the New York Stock Exchange on such date of $208.43 per share and on the par value of the registrant's Class B common stock, par value $0.01 per share.

The number of shares of the registrant's Class A common stock, par value $0.01 per share, outstanding as of February 12, 2025 was 39,121,690. The number of shares of the registrant's Class B common stock, par value $0.01 per share, outstanding as of February 12, 2025 was 46 (excluding 54 shares of Class B common stock held by a subsidiary of the registrant).

Documents Incorporated by Reference

Portions of the definitive Proxy Statement of Evercore Inc. to be filed pursuant to Regulation 14A of the general rules and regulations under the Securities Exchange Act of 1934, as amended, for the 2025 annual meeting of stockholders ("Proxy Statement") are incorporated by reference into Part III of this Form 10-K.

EVERCORE INC.
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PART I

Available Information

Our website address is www.evercore.com. We make available, free of charge, on the Investor Relations section of our website (http://investors.evercore.com) our Annual Report on Form 10-K (this "Form 10-K"), Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after such material is electronically filed or furnished with the Securities and Exchange Commission (the "SEC") pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We also make available through our website other materials, such as our Code of Business Conduct and Ethics and our Corporate Governance Principles, as well as other reports filed with or furnished to the SEC under the Exchange Act, including our Proxy Statements and reports filed by officers and directors under Section 16(a) of the Exchange Act. From time to time, we may use our website as a channel of distribution of material company information. Financial and other material information regarding the Company is routinely posted on and accessible at http://investors.evercore.com. In addition, you may automatically receive email alerts and other information about us by enrolling your email by visiting the "Overview" section at http://investors.evercore.com. We do not intend for information contained in our website to be part of this Form 10-K.

The SEC maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

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

Forward-Looking Statements

This report contains, or incorporates by reference, forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act, which reflect our current views with respect to, among other things, our operations and financial performance. In some cases, you can identify these forward-looking statements by the use of words such as "outlook," "backlog," "believes," "expects," "potential," "probable," "continues," "may," "will," "should," "seeks," "approximately," "predicts," "intends," "plans," "estimates," "anticipates" or the negative version of these words or other comparable words. All statements, other than statements of historical fact, included in this report are forward-looking statements and are based on various underlying assumptions and expectations and are subject to known and unknown risks, uncertainties and assumptions, and may include projections of our future financial performance based on our growth strategies and anticipated trends in our business.

Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. All statements other than statements of historical fact are forward-looking statements and, based on various underlying assumptions and expectations, are subject to known and unknown risks, uncertainties and assumptions and may include projections of our future financial performance based on our growth strategies and anticipated trends in Evercore's business. We believe these factors include, but are not limited to, those described under "Risk Factors" in this report. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included or incorporated by reference in this report. In addition, new risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law. You should, however, consult further disclosures we may make in future filings of our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and any amendments thereto or in future press releases or other public statements.

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

Item 1. Business

Overview

Evercore is the leading independent investment banking firm in the world based on the dollar volume of announced worldwide merger and acquisition ("M&A") transactions on which we have advised in the last five years[1]. When we use the term "independent investment banking firm," we mean an investment banking firm that directly, or through its affiliates, does not engage in commercial banking or significant proprietary trading activities. We were founded on the belief that there is an opportunity within the investment banking industry for a firm free of the potential conflicts of interest created within large, multi-product, capital intensive financial institutions. We believe that maintaining standards of excellence and integrity in our core businesses demands a spirit of cooperation and hands-on participation more commonly found in smaller organizations. Since our inception, we have set out to build—in the employees we choose and in the projects we undertake—an organization dedicated to the highest caliber of professionalism and integrity.

We operate globally through our two business segments: (i) Investment Banking & Equities and (ii) Investment Management.

Investment Banking & Equities

Our Investment Banking & Equities segment includes our investment banking business and our equities business. In 2024, our Investment Banking & Equities segment generated $2.81 billion, or 97% of our revenues, excluding Other Revenue, net, ($2.28 billion, or 97%, in 2023 and $2.72 billion, or 98%, in 2022) and earned 748 fees from clients for advisory and underwriting transactions.

As we begin the year in 2025, our Investment Banking & Equities segment has 144 [2] Investment Banking Senior Managing Directors and 40 Equities Senior Managing Directors with expertise and client relationships in a wide variety of industry sectors and a broad geographic reach.

Investment Banking

Our investment banking business provides strategic advisory, liability management and restructuring, capital markets advisory and private capital advisory and fundraising services. Through this business, we provide clients with differentiated strategic and tactical advice, as well as execution to financial sponsors and both public and private companies across a broad range of industry sectors and geographies. We help our clients identify and pursue strategic priorities, devise strategies to enhance shareholder value, and develop new ideas and deeper perspective to achieve their goals. We also serve as a leading advisor to clients on many of the largest and most complex capital transactions in the global capital markets. Our flexible and integrated teams develop trust with clients by focusing on their objectives. Functionally, we can act as an independent advisor, placement agent, or underwriter based on each client's circumstances and preferences.

- ***Strategic Advisory***. We provide advisory services on a full range of matters, including mergers, sales, acquisitions, leveraged buyouts, joint ventures, strategic, defense and shareholder advisory, divestitures and other tax efficient combinations.
    - ***Mergers and Acquisitions***. In advising companies on mergers, sales, or acquisitions, we evaluate potential targets and acquirers, provide valuation analyses, and evaluate and propose financial and strategic alternatives. We provide boards, management teams and financial sponsors with independent judgment and deep expertise as they navigate their most important transactions and strategic decisions. We also advise as to the timing, structure, financing and pricing of a proposed transaction, as well as assist in negotiating and closing the deal.
    - ***Strategic, Defense and Shareholder Advisory***. Our extensive experience, insights into activist tactics, expertise in assisting companies with shareholder engagement and innovative defense strategies are instrumental in helping clients prepare for, avoid, and, if required, defend against activist investors and hostile takeover attempts. In public company situations, our strategic shareholder advice is an integral part of our practice and is a decisive edge for clients seeking to solve complicated issues and obtain shareholder support for their transactions.

[1] Based on Refinitiv data

[2] Senior Managing Director headcount as of December 31, 2024, adjusted to include two additional Investment Banking Senior Managing Directors committed to join in 2025 and to exclude for a known departure of one Investment Banking Senior Managing Director.

- ***Special Committee Assignments***. We have a leading special committee practice, which is driven by, and exemplifies, our overall commitment to independence, discretion, objectivity, and the delivery of unconflicted advice. Our team has a long history of offering impartial advice to special committees and assisting them to meet fiduciary duties and obligations in significant situations.
- ***Real Estate Strategic Advisory***. Through our Real Estate Strategic Advisory ("RESA") team, we provide comprehensive strategic advisory and capital raising solutions to public and private companies, sponsors and investors globally. The team assists with advice and execution across the spectrum of clients and transaction types, including public mergers and acquisitions, portfolio sales and recapitalizations, continuation vehicles, joint ventures, funds, equity capital markets and other bespoke advisory engagements.

- ***Liability Management & Restructuring***. We provide independent financial restructuring advice to companies, sponsors, creditors, shareholders and other stakeholders, both in-and out-of-court. We specialize in providing critical and unbiased advice to clients on complex, balance sheet issues and transformational situations.
- ***Equity Capital Markets***. We structure and execute equity and equity-linked capital markets and advisory services for the firm's corporate and financial sponsor clients. Our team provides its clients with execution expertise, independent advice, experienced judgment and key insights on all aspects of capital formation and capital markets transactions. Our Equity Capital Markets team has the flexibility to engage with our corporate and financial sponsor clients in an underwriting, placement agent or advisory capacity.
- ***Private Capital Markets and Debt Advisory***. We provide corporate finance advisory services, including advisory services relating to private credit, growth equity and structured equity. This includes structuring and executing private market transactions for corporate and sponsor clients across equity, credit, structured equity or hybrid financing solutions.
- ***Market Risk Management and Hedging***. We provide advisory services on all aspects of market-related risks arising from foreign exchange, interest rates, inflation and commodity prices in connection with cross-border mergers and acquisitions and financing transactions. We assist our clients in determining a market-risk strategy in line with their financial objectives and risk appetite and design an approach that balances competitive pricing against the need to maintain confidentiality in relation to prospective transactions.
- ***Private Capital Advisory and Fundraising***. Through our Private Capital Advisory ("PCA") and Private Funds Group ("PFG") teams, we advise private asset managers on capitalizing or liquidating their assets through a privately negotiated transaction (e.g. fund sales, asset refinancing and fund recapitalizations or continuation funds). We also provide comprehensive global advisory and distribution services on capital raising for these managers and/or select private fund sponsors, advising and executing on the fundraising process, including competitive positioning and market assessment, preparation of marketing materials, investor development and documentation.

Equities

In our Equities business, Evercore ISI, our experienced research, sales and trading professionals deliver superior client service on a content-led platform, striving to be the best independent resource for equity and macroeconomic research to support our institutional investor clients.

- ***Research***. Evercore ISI was recognized as the top ranked independent firm by Extel (formerly Institutional Investor) in 2024. We also ranked #1 for analysts among all firms on both a weighted basis (weighted by top-ranked positions) and an unweighted basis.
- ***Sales***. Our sales team delivers research-centric service to more than 1,300 institutional clients in the U.S. and abroad. The team provides access to our macro and fundamental research products and our dedicated sales specialists provide unique sector insights.
- ***Trading***. Our equities trading professionals trade in high- and low-touch equities, options, programs and convertible securities, engaging primarily in agency-only transactions and free of the potential conflicts of interest created by proprietary trading. Our team provides seamless execution, placing our clients' interests first and executing transactions with efficiency, objectivity and discretion.
- ***Corporate Access***. Our corporate access team develops strategic connectivity between company management teams and investors to maximize the impact of roadshows, field trips, sector and macro strategy conferences.

Other

Our Investment Banking & Equities segment also includes an interest in Seneca Advisors LTDA ("Seneca Evercore"), which is accounted for under the equity method of accounting. Seneca Evercore is an independent corporate advisory firm based in Brazil.

Investment Management

Our Investment Management segment includes wealth management through Evercore Wealth Management L.L.C. ("EWM") and trust services through Evercore Trust Company, N.A. ("ETC"), as well as private equity through investments in entities that manage private equity funds. In 2024, our Investment Management segment generated revenue of $79.6 million, or 3% of our revenues, excluding Other Revenue, net ($67.0 million, or 3%, in 2023 and $64.5 million, or 2%, in 2022).

- ***Evercore Wealth Management and Evercore Trust Company.*** Our U.S.-based Evercore Wealth Management serves high-net-worth individuals, foundations and endowments. Clients at EWM and our affiliated trust company, ETC, work directly with dedicated teams to establish distinctive financial objectives to pursue personal, business and legacy goals. As of December 31, 2024, EWM had $13.9 billion of assets under management ("AUM").
- ***Investments in Affiliates.*** We also hold an interest in Atalanta Sosnoff Capital, LLC ("Atalanta Sosnoff"), which is accounted for under the equity method of accounting. Atalanta Sosnoff manages large-capitalization U.S. equity and balanced products. We also hold certain interests in entities that manage private equity funds and in the funds they manage.

Our Strategies for Growth

We intend to continue to grow and diversify our businesses, and to further enhance our profile and competitive position, through the following strategies:

- ***Promote and Recruit Highly Qualified Professionals in our Investment Banking & Equities segment*** . We intend to continue to promote our most talented professionals in the future, as well as to recruit and promote high-caliber strategic corporate, strategic and capital markets advisory and equity research professionals to add depth in industry sectors and products and services in areas that we believe we already have strength, to extend our reach to sectors or new business lines, product capabilities and geographies that we have identified as particularly attractive and to expand and enhance our client base and coverage model. In 2024, seven Investment Banking Senior Managing Directors, one Investment Banking Senior Advisor and four Equities Senior Managing Directors joined the firm, strengthening our capabilities in Private Capital Markets, Financial Sponsors, Real Estate and Industrial sectors, along with our Sales and Research capabilities and expanding our geographic reach, including into Paris, France. We also hired two Investment Banking Senior Managing Directors in 2024 committed to join in 2025. Of equal importance, following our long-term strategy of developing internal talent, we also promoted seven Investment Banking Managing Directors to Senior Managing Director and one Equities Managing Director to Senior Managing Director in 2024. Additionally, in January 2025, we announced the promotion of 11 Investment Banking Managing Directors to Senior Managing Director. On occasion, additions of professionals may result from the acquisition of boutique independent advisory firms with leading professionals in a market or sector.
- ***Achieve Organic Growth and Improved Profitability in our Investment Management segment*** . We are focused on managing our current Investment Management business effectively. We also continue to selectively evaluate opportunities to expand Wealth Management.

Human Capital Management

We are a human capital intensive business and our long-term success is dependent on the number, quality and performance of our people. Our key human capital management objectives are to attract, develop, mentor, promote and retain the most talented professionals in our industry. To support these objectives, we invest substantial time and resources toward the recruitment and retention of people who will adhere to our Core Values and improve our business. We also reward and support employees through competitive pay and benefits programs, facilitate the professional development of our employees through our talent development programs, and promote a strong culture throughout our organization.

With these guiding principles, our Human Capital Group leads our efforts on employment-related matters, including recruiting and hiring, onboarding and training, benefits management, compensation planning, performance management and

professional development. Our Board of Directors and its Nominating and Corporate Governance Committee also provide oversight on certain human capital matters.

Some examples of our programs, initiatives and efforts to attract, develop, mentor, promote and retain the most talented professionals in our industry include:

- **Recruiting:** We continue to strategically invest in our talent base through campus and lateral recruiting as we execute on our long-term growth strategy. Our campus and lateral recruiting organizations take a comprehensive and global approach to sourcing top talent, with a goal of ensuring the Company puts the very best team on the field.
- **Talent Development:** We view talent development as a key driver of business success.
  - Our training framework involves comprehensive, targeted development designed to support our employees at every level of their careers, including on-the-job training and mentorship.
  - Our programs are primarily leadership-led and follow the apprenticeship model. We are proud that more than 90% of our content was taught by our leaders this year, with nearly 130 professionals serving as faculty across various programs.
  - We also engage in a rigorous performance evaluation process designed to provide our employees with the feedback necessary for their professional development.
  - We conduct employee surveys and leverage our findings to strengthen our culture and improve employee experiences across the firm.
- **Health, Safety, Wellness and Benefits:** The success of our business is fundamentally connected to the well-being of our people. Accordingly, we are committed to the health, safety and wellness of our employees.
  - We offer market competitive and comprehensive health and wellness benefits to our employees and their families and continuously explore ways to support their evolving needs. These programs support our employees' physical, mental and financial health by providing tools and resources to help them manage their health. We offer a choice of several options, where possible, so that our employees can customize their benefits to meet their personal needs.
  - Through the EverWELL program, we promote wellness education and encourage our employees to focus on their overall well-being. We offer various resources including on-site flu and COVID vaccines, on-site health screenings, and in-person and virtual well-being education sessions on financial wellness, healthy lifestyle habits and tools to improve mental resilience.
- **Compensation Structure:** We have consistently sought to closely align pay with performance. Our compensation structure, including our comprehensive benefits package, is designed to attract, motivate and retain highly talented employees.
- **Community:** We measure our success not only by our client work and financial results, but also by our contributions to the communities in which we operate and serve.
  - During 2024, the Evercore Foundation contributed to organizations that align with its goal of supporting the education and mental health of children and young adults.
  - In addition, through our Evercore Volunteers program, we have continued our firm-wide community service initiatives, which connect our employees with our community partners in order to address immediate needs, support education and improve public spaces.

As of December 31, 2024, we employed approximately 2,380 people (of which approximately 1,900 were employed in Investment Banking & Equities), working in 29 cities around the world. Our global workforce is comprised of approximately 99% full-time and 1% part-time employees. Approximately 1,800 of our employees were employed in the United States (of which approximately 1,400 were employed in Investment Banking & Equities); the remainder were employed outside the United States, primarily in our Investment Banking & Equities segment. We believe our efforts in managing our workforce have been effective, evidenced by our strong culture and talent development.

Competition

The financial services industry is intensely competitive, and we expect it to remain so. Our competitors are other investment banking, financial advisory and investment management firms. We compete both globally and on a regional,

product or niche basis. We compete on the basis of a number of factors, including transaction execution skills, investment performance, quality of equity research, our range of products and services, innovation, reputation and price.

Our investment banking competitors can generally be categorized into two main groups: (1) large universal banks and bulge bracket firms such as Bank of America, Barclays, Citigroup, Deutsche Bank, Goldman Sachs, JPMorgan Chase, Morgan Stanley and UBS and (2) independent advisory firms such as Centerview, Houlihan Lokey, Lazard, Moelis, Perella Weinberg, PJT Partners and Rothschild, among others. We believe, and our clients have informed us, that advisory firms that also provide acquisition financing, and engage in significant proprietary trading in clients' securities and the management of large private equity funds that often compete with clients can cause such firms to develop interests that may be in conflict with the interests of advisory clients. Since we are able to avoid potential conflicts associated with these types of activities, we believe that we are better able to develop trusted and long-term relationships with our clients than competitors that provide such services. In addition, we have a broader global presence, deeper sector expertise and more diverse capabilities than many of the independent firms. Our equities business is also subject to competition from investment banks and other large and small financial institutions who offer similar services.

We believe that we face a range of competitors in our Investment Management business, with numerous other firms providing competitive services. Evercore Wealth Management competes with domestic and global private banks, regional broker-dealers, independent broker-dealers, registered investment advisors, commercial banks, trust companies and other financial services firms offering wealth management services to clients, many of which have substantially greater resources and offer a broader range of services.

Competition is also intense for the attraction and retention of qualified employees. Our ability to continue to compete effectively in our businesses will depend upon our ability to attract new employees and retain and motivate our existing employees.

Regulation

United States

Our business, as well as the financial services industry generally, is subject to extensive regulation in the United States and in the other jurisdictions where we operate. As a matter of public policy, regulatory bodies in the United States and the rest of the world are charged with safeguarding the integrity of the securities and other financial markets and with protecting the interests of customers participating in those markets. In the United States, the SEC is the federal agency responsible for the administration of the federal securities laws. Evercore Group L.L.C. ("EGL"), a wholly-owned subsidiary of ours through which we conduct our U.S. Investment Banking & Equities business, is registered as a broker-dealer with the SEC, is a member of the Financial Industry Regulatory Authority ("FINRA") and is registered as a broker-dealer in various states and the District of Columbia. EGL is subject to regulation and oversight by the SEC. FINRA, a self-regulatory organization that is subject to oversight by the SEC, adopts and enforces rules governing the conduct, and examines the activities, of its member firms, including EGL. The SEC, FINRA, and other regulators in various jurisdictions impose both conduct-based and disclosure-based requirements with respect to our business. State securities regulators and securities exchanges of which EGL is a member also have regulatory or oversight authority over EGL. Our PFG and PCA businesses are also impacted by various state and local regulations that restrict or prohibit the use of placement agents in connection with investments by public pension funds.

Broker-dealers are subject to regulations that cover all aspects of the securities business, including sales methods, trade practices, use and safekeeping of customers' funds and securities, capital structure, record-keeping, the financing of customers' purchases and the conduct and qualifications of directors, officers and employees. For example, as a registered broker-dealer and member of a self-regulatory organization, we are subject to the SEC's uniform net capital rule, Rule 15c3-1. Rule 15c3-1 specifies the minimum level of net capital a broker-dealer must maintain and also requires that a significant part of a broker-dealer's assets be kept in relatively liquid form. The SEC and various self-regulatory organizations impose rules that require notification when net capital falls below certain predefined criteria, limit the ratio of subordinated debt to equity in the regulatory capital composition of a broker-dealer and constrain the ability of a broker-dealer to expand its business under certain circumstances. Additionally, the SEC's uniform net capital rule imposes certain requirements that may have the effect of prohibiting a broker-dealer from distributing or withdrawing capital and requiring prior notice to the SEC for certain withdrawals of capital. EGL is also subject to the SEC's Market Access Rule, Rule 15c3-5. The Market Access Rule requires EGL to have controls and procedures in place to limit financial exposure by establishing trading limits for its trading clients and implementing controls to prevent erroneous orders. Our operating entities are also subject to regulations, including the USA PATRIOT Act of 2001, as amended (the "Patriot Act"), which impose obligations regarding the prevention and detection of money-laundering activities, including the establishment of customer due diligence and other compliance policies and

procedures. Regulatory authorities are also increasingly focused on cyber security and vendor management. Failure to comply with any legal and regulatory requirements may result in monetary, regulatory and, in certain cases, criminal penalties and significantly harm our reputation.

We are also subject to the U.S. Foreign Corrupt Practices Act, which prohibits offering, promising, giving, or authorizing others to give anything of value, either directly or indirectly, to a non-U.S. government official in order to influence official action or otherwise gain an unfair business advantage, such as to obtain or retain business.

Our Investment Management business at EWM, as well as our equity method investments, Atalanta Sosnoff and ABS (through July 2024), are registered as investment advisors with the SEC. Registered investment advisors are subject to the requirements and regulations of the Investment Advisers Act of 1940. Such requirements relate to, among other things, fiduciary duties to clients, maintaining an effective compliance program, solicitation agreements, conflicts of interest, recordkeeping and reporting requirements, disclosure requirements, limitations on agency cross and principal transactions between an advisor and advisory clients, state and local political contributions, as well as general anti-fraud prohibitions. EWM is also an investment advisor to a mutual fund, which subjects EWM to additional regulations under the Investment Company Act of 1940 (the "1940 Act"). ETC, which is a national trust bank limited to fiduciary activities, is regulated by the Office of the Comptroller of the Currency ("OCC"), is a member bank of the Federal Reserve System and is subject to, among other things, the Patriot Act, the Bank Secrecy Act of 1970, as amended, the Gramm-Leach-Bliley Act of 1999, as amended, other federal banking laws and the state laws in the jurisdictions in which it operates.

United Kingdom

Authorization by the Financial Conduct Authority ("FCA"). The FCA is responsible for regulating Evercore Partners International LLP ("Evercore U.K."), our U.K. Advisory affiliate, and Evercore ISI International Limited ("Evercore ISI U.K."), our U.K. Equities affiliate. The Financial Services and Markets Act 2000 ("FSMA") is the basis for the United Kingdom's ("U.K.") financial services regulatory regime. FSMA is supported by secondary legislation and other rules made under FSMA, including the FCA Handbook of Rules and Guidance. A key FSMA provision is section 19, which contains a "general prohibition" against any person carrying on a "regulated activity" (or purporting to do so) in the U.K., unless they are an authorized or exempt person. It is a criminal offense to breach this general prohibition and certain agreements made in breach may not be enforceable. The "regulated activities" are set out in the FSMA (Regulated Activities) Order 2001 (as amended). Evercore U.K. is authorized to carry out regulated activities with non retail clients, including: advising on investments, arranging (bringing about) deals in investments and making arrangements with a view to transactions in investments. Evercore ISI U.K. is also authorized to carry out these activities for non retail clients. As U.K. authorized persons, Evercore U.K. and Evercore ISI U.K. are subject to the FCA's high-level principles for businesses, conduct of business obligations and organizational requirements. The FCA's consumer duty that came into force in July 2023 setting higher level standards for firms under a new FCA principle and rules does not apply to either Evercore U.K. or Evercore ISI U.K. The FCA has extensive powers to supervise and intervene in the affairs of the firms. It can take a range of disciplinary enforcement actions, including public censure, restitution, fines or sanctions and the award of compensation.

FSMA also gives the FCA investigatory and enforcement powers in respect of contraventions of various legacy European Union ("EU") regulations (as implemented into U.K. law following Brexit), including the Market Abuse Regulation, which prohibits insider dealing, unlawful disclosure of inside information and market manipulation. The FCA is also able to prosecute a number of criminal offenses including, among other things, criminal insider dealing under the Criminal Justice Act 1993 and criminal market manipulation under the Financial Services Act 2012.

Regulatory Capital. Regulatory capital requirements form an integral part of the FCA's prudential supervision of FCA authorized firms. The regulatory capital rules oblige firms to hold a certain amount of capital at all times (taking into account the particular risks to which the firm may be exposed given its business activities), thereby helping to ensure that firms can meet their liabilities as they fall due and safeguarding their (and their counterparties') financial stability. The FCA also expects firms to take a proactive approach to monitoring and managing risks, consistent with its high-level requirement for firms to have adequate financial resources. On January 1, 2022, the U.K. implemented a new prudential regime for investment firms to replace the then existing application of the Capital Requirements Regulation ("CRR") and fourth Capital Requirements Directive. The U.K. Investment Firm Prudential Regime ("IFPR") is intended to introduce a more appropriate regime for investment firms, which had been regulated under rules designed for banks. Until January 1, 2022, Evercore U.K. and Evercore ISI U.K. were "exempt-CAD firms" and subject only to limited minimum capital requirements. Both firms have changed status under IFPR and are now subject to different and higher capital requirements. The basic minimum capital requirement for each firm will be the higher of its permanent minimum requirement of £75.0 thousand (increased from £50.0 thousand) or an amount

equal to one quarter of its annual fixed overhead expenses ("Fixed Overhead Requirement"). Both firms must also comply with the basic liquid asset requirement, which is equivalent to one-third of the Fixed Overhead Requirement. Evercore U.K. and Evercore ISI U.K. must further assess whether additional financial resources are needed to mitigate risks faced by the firms and maintain adequate financial resources beyond the basic requirements as necessary.

Anti-Money Laundering, Counter-Terrorist Financing and Anti-Bribery . The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "Money Laundering Regulations") implemented the Fourth EU Money Laundering Directive ("MLD 4"). MLD 4 is designed to reinforce the efficacy of EU law in countering money laundering and terrorist financing and to ensure that the EU framework is aligned with the International Standards on Combating Money Laundering and the Financing of Terrorism and Proliferation adopted by the Financial Action Task Force in 2012. The Money Laundering Regulations impose numerous obligations on Evercore U.K. and Evercore ISI U.K. (and other "relevant persons"), including, among other things, obligations to take appropriate steps to assess the risks of money laundering and terrorist financing to which the business is subject and to maintain policies, controls and procedures to mitigate and manage the risks identified in the risk assessment. The Fifth EU Money Laundering Directive ("MLD 5"), which was transposed into U.K. law by amending the Money Laundering Regulations, was implemented in the U.K. through the Money Laundering and Terrorist Financing (Amendment) Regulations 2019. The objectives of MLD 5 include, among other things, extending the scope of MLD 4 to include a broader range of market participants (including cryptoasset exchanges and custodian wallet providers), amending customer due diligence requirements for client relationships (including the circumstances in which enhanced due diligence is required) and for transactions involving high risk countries and improved access to beneficial ownership for customer due diligence information.

The Proceeds of Crime Act 2002 and the Terrorism Act 2000 also contain a number of offenses in relation to money laundering and terrorist financing, respectively. Evercore U.K., Evercore ISI U.K. (and potentially other Evercore entities with a 'close connection' to the U.K.) are also subject to the U.K. Bribery Act 2010. It provides for criminal penalties for bribery of, or receipt of a bribe from, public officials, corporations and individuals, as well as for the failure of an organization to prevent a person with whom it is associated from providing bribes to secure a business advantage for the organization or a benefit in the conduct of its business.

Regulatory Framework in the European Union . The U.K. left the EU on January 31, 2020 and on December 31, 2020, the Brexit transitional period came to an end. The U.K and the EU entered into the U.K. - EU Trade and Co-operation Agreement ("TCA") on December 24, 2020. However, the TCA does not presently make provision for financial services firms in the U.K. to access the EU single market. As a result, U.K. firms, including Evercore U.K. and Evercore ISI U.K., do not hold passporting rights to provide cross-border services into the EU and into a number of other members of the European Economic Area ("EEA"), to the extent such services are regulated activities. Evercore has a German subsidiary, Evercore GmbH ("Evercore Germany"), through which regulated activities can be conducted in Germany and in other EU and EEA jurisdictions on a cross-border basis, subject to certain exceptions and in compliance with applicable legal requirements.

In addition, following the U.K.'s exit from the EU, the provisions of the Markets in Financial Instruments Directive and the Markets in Financial Instruments Regulation (together "MiFID") have been on-shored and brought into U.K. law through the European Union (Withdrawal) Act 2018. This provided that EU law directly applicable in the U.K. would form part of U.K. law at the end of the Brexit transitional period and gave powers to the U.K. government to amend this legislation so that it would operate effectively after Brexit. Therefore, Evercore U.K. and Evercore ISI U.K. are subject to broadly the same requirements under the on-shored U.K. MiFID regime, subject to changes put forward in the U.K.'s legislative program.

In December 2022, the U.K. Government announced a series of financial services regulatory developments referred to as the "Edinburgh Reforms". The backdrop to these reforms is the Financial Services and Markets Act 2023 which received Royal Assent in June 2023. The Act will enable EU financial services law directly applicable in the U.K. to be repealed and replaced by similar U.K. law and regulation. Therefore, over the coming years it is possible that U.K. and EU financial services may diverge further.

Germany

In Germany, our subsidiary, Evercore Germany, is licensed by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, or "BaFin") to conduct investment advice and investment brokerage activities in Germany. Evercore Germany has passporting rights to provide cross-border services into the EU which are equivalent to those formerly enjoyed by Evercore U.K. Accordingly, Evercore Germany is authorized to provide the aforementioned services across the EU on a cross-border basis or through passporting local branches, such as operated in Paris, France. Among other requirements, BaFin requires Evercore Germany, as a regulated entity, to comply with capital, liquidity, governance and business conduct requirements, and has a range of supervisory and disciplinary powers which it is able to use in overseeing the

activities of the firm. Being a legally dependent part of Evercore Germany, our Paris branch is generally subject to the same regulatory requirements, with the exception that business conduct requirements are governed by the French regulatory regime. This arrangement underscores our strategic approach to leveraging our EU presence, maintaining high standards of regulatory compliance while adapting to the specific requirements of local jurisdictions.

Hong Kong

In Hong Kong, the Securities and Futures Commission ("SFC") is responsible for regulating our subsidiary, Evercore Asia Limited ("Evercore Hong Kong"). As the principal regulator of Hong Kong's securities and futures markets, the SFC is responsible for administering the laws and regulations governing the securities and futures markets in Hong Kong, supervising licensed market intermediaries such as Evercore Hong Kong and retains disciplinary, investigatory and enforcement powers in respect of contraventions of laws, regulations as well as other codes and guidelines promulgated by the SFC.

Evercore Hong Kong is licensed with the SFC to conduct certain corporate finance activities and securities dealing and advising activities that are related to corporate finance, and Evercore Hong Kong is required to comply with all applicable laws, rules, and regulations published by the SFC. The compliance requirements of the SFC include, among other things, paid-up share capital, liquid capital, record keeping, data storage, anti-money laundering (including the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615)), client classification, conflicts of interest and other conduct of business requirements.

Evercore Hong Kong is also subject to other laws in Hong Kong that are concerned with money laundering, terrorist financing, proliferation financing and financial sanctions, including the Drug Trafficking (Recovery of Proceeds) Ordinance (Cap. 455), the Organized and Serious Crimes Ordinance, the United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575), the United Nations Sanctions Ordinance (Cap. 537), the Weapons of Mass Destruction (Control of Provision of Services) Ordinance (Cap. 526) and the Prevention of Bribery Ordinance (Cap 201). Failure to comply with these laws may result in monetary, regulatory and, in certain cases, criminal penalties.

Singapore

In Singapore, Evercore Asia (Singapore) Pte. Ltd. maintains a Capital Market Services license issued by the Monetary Authority of Singapore ("MAS") for dealing in capital markets products that are securities and collective investment schemes and advising on corporate finance. The compliance requirements of the MAS include anti-money laundering, conduct of business requirements and rules relating to client assets, among other things.

Dubai International Financial Centre ("DIFC")

Financial services activities conducted in, or from, the DIFC, a financial free-zone located in the Emirate of Dubai, United Arab Emirates, are regulated by the Dubai Financial Services Authority ("DFSA") and are subject to regulatory licensing requirements. Evercore Advisory (Middle East) Limited maintains licenses issued by the DFSA for: (i) advising on financial products; (ii) arranging credit and advising on credit; and (iii) arranging deals in investments. The compliance requirements for DFSA licensed entities include, among other things, capital, liquidity, governance, conduct of business requirements and anti-money laundering, counter-terrorist financing and sanctions requirements which apply to all activities conducted by Evercore Advisory (Middle East) Limited in or from the DIFC.

Canada

In Canada, our subsidiary, Evercore Partners Canada Ltd. ("Evercore Canada"), is licensed by the Ontario Securities Commission ("OSC") as an Exempt Market Dealer ("EMD") for dealing in securities that are exempt from registration requirements with permitted clients. The compliance requirements for EMDs include anti-money laundering and anti-terrorist financing surveillance, sanctions and suspicious activity monitoring, anti-bribery and corruption rules, recordkeeping, and conflicts management.

General

Certain of our businesses are subject to compliance with laws and regulations of U.S. federal and state governments, non-U.S. governments, their respective agencies and/or various self-regulatory organizations or exchanges relating to, among other things, the privacy of client information, and any failure to comply with these regulations could expose us to liability and/or reputational damage. Additional legislation, changes in rules promulgated by financial authorities and self-regulatory

organizations or changes in the interpretation or enforcement of existing laws and rules, either in the United States or elsewhere, may directly affect our mode of operation and profitability.

The U.S. and non-U.S. government agencies and self-regulatory organizations, as well as state securities commissions in the United States, are empowered to conduct periodic examinations and initiate administrative proceedings that can result in censure, fine, the issuance of cease-and-desist orders or the suspension or expulsion of a regulated entity or its directors, officers or employees.

Item 1A. Risk Factors

Risks Related to Our Business

Difficult market conditions may adversely affect our business in many ways, including reducing the volume and value of the transactions involving our Investment Banking & Equities business, which may materially reduce our revenue or income.

As a financial services firm, our businesses are materially affected by conditions in the financial markets and economic conditions in the U.S. and throughout the world. Financial markets and economic conditions can be negatively impacted by many factors beyond our control, such as the inability to access credit markets, rising interest rates or inflation, terrorism, political uncertainty, supply chain disruptions, uncertainty in the federal fiscal or monetary policy of U.S. or foreign governments, an evolving regulatory environment (and the timing and nature of regulatory reform), climate change, extreme weather events or natural disasters, the emergence or continuation of widespread health emergencies or pandemics, cyberattacks or campaigns, military conflicts or other geopolitical events. Unfavorable market or economic conditions, as well as volatility in the financial markets, can materially reduce the demand for our services and present challenges.

Revenue generated by our Investment Banking & Equities business is related to the volume and value of the transactions in which we are involved. The majority of our bankers are focused on covering clients in the context of providing M&A services and those activities generate a substantial portion of our revenues. During periods of unfavorable market and economic conditions, our operating results may be adversely affected by a decrease in the volume and value of M&A transactions and increasing price competition among financial services companies seeking advisory engagements. Our clients engaging in M&A transactions often rely on access to the credit and/or capital markets to finance their transactions. The uncertainty of available credit and interest rates and the volatility of the capital markets, and the fact that we do not provide financing or otherwise commit capital to clients, can adversely affect the size, volume, timing and ability of such clients to successfully complete M&A transactions and adversely affect our Investment Banking & Equities business. In addition, our profitability would be adversely affected due to our fixed costs and the possibility that we would be unable to reduce our variable costs without reducing revenue or within a timeframe sufficient to offset any decreases in revenue relating to changes in market and economic conditions.

We also seek to generate greater business from our liability management and restructuring and capital markets services and our Equities business. However, we cannot be certain that we will be able to significantly offset lower revenues from a decline in our M&A activities with increased revenues generated from liability management and restructuring and capital markets services or from our Equities business. Our liability management and restructuring services, which provide financial advice and investment banking services to companies in financial transition, as well as to creditors, shareholders and potential acquirers, our capital markets services, which provide corporations and financial sponsors with advice relating to a broad array of financing issues, and our Equities business, which provides equity research and agency securities trading for institutional investors, are smaller than our M&A advisory business and we expect that they will remain that way for the foreseeable future.

Unfavorable market conditions may also lead to a reduction in revenues from our underwriting and placement agent activities, our private funds advisory and private capital markets businesses, and the demand for the research and other services provided by our Equities business could correspondingly decline.

We depend on our senior professionals, including our executive officers, and the loss of their services could have a material adverse effect on us. If we are unable to successfully identify, hire and retain productive individuals, we may not be able to implement our growth strategy successfully.

Our growth strategy is based, in part, on our ability to attract and retain highly skilled and profitable senior professionals across all of our businesses. Accordingly, our senior professionals' expertise, skill, reputation and relationships with clients and potential clients are critical elements in maintaining and expanding our businesses. For example, our Investment Banking & Equities business is dependent on our senior Investment Banking professionals, senior Equities research analysts, traders and executives. In addition, EWM is dependent on its senior portfolio managers and executives. Our professionals possess

substantial experience and expertise and strong client relationships. However, they are not obligated to remain employed with us and the market for qualified professionals is highly competitive. In particular, many of our competitors may be able to offer more attractive compensation packages or broader career opportunities. Due to this competition, we may also face difficulties in, or increases in the cost of, recruiting and retaining professionals of a caliber consistent with our business strategy.

If any of these personnel were to retire, join an existing competitor, form a competing company or otherwise leave us, it could jeopardize our relationships with clients and result in the loss of client engagements and revenues. The departure of a number of senior professionals, including our executive officers, could have a material adverse effect on our business, financial condition and results of operations. Although we have entered into restrictive covenant agreements with certain senior professionals, there is no guarantee that these agreements provide sufficient incentives or protections to prevent our professionals from resigning to join our competitors or that the restrictive covenant agreements would be upheld if we were to seek to enforce our rights. Recent regulatory initiatives and state laws have sought to limit the enforceability of such arrangements. For example, several states have enacted or proposed legislation limiting the enforceability of restrictive covenant agreements.

Certain aspects of our cost structure are largely fixed, and we may incur costs associated with new or expanded lines of business, or our entry into new geographic regions, prior to these lines of business or regions generating significant revenue. If our revenue declines or fails to increase commensurately with the expenses associated with new or expanded lines of business or regions, our profitability may be materially adversely affected.

We may incur costs associated with new or expanded lines of business, or our entry into new geographic regions, including guaranteed or fixed compensation costs, prior to these lines of business generating significant revenue. In addition, certain aspects of our cost structure, such as costs for occupancy and equipment rentals, communication and information technology services, and depreciation and amortization are largely fixed, and we may not be able to timely adjust these costs to match fluctuations in revenue. If our revenue declines, or fails to increase commensurately with the expenses associated with new or expanded lines of business or regions, our profitability may be materially adversely affected.

Our growth has placed, and will continue to place, significant demands on our administrative, operational and financial resources.

We have experienced significant growth in the past several years. Supporting this growth has placed significant demands on our operational, legal, regulatory and financial systems and resources for integration, training and business development efforts. We are often required to commit additional resources to maintain appropriate operational, legal, regulatory and financial systems to adequately support expansion, even when we only partner, enter into strategic alliances or take minority stakes in other businesses. We expect our growth to continue, which could place additional demands on our resources and increase our expenses. For example, in recent years we have made significant investments in various enterprise technologies, such as client relationship management, enterprise resource planning and financial planning technology. We cannot provide assurance that our financial controls, the level of knowledge of our personnel, our operational abilities, our legal and compliance controls and our other corporate support systems will be adequate to manage our expanding operations effectively. Any failure to do so could adversely affect our ability to pursue our growth strategy, generate revenue and control expenses, and could result in regulatory fines or sanctions.

Our revenue and profits are highly volatile, which may make it difficult for us to achieve steady earnings growth on a quarterly basis and may cause the price of our Class A common stock to decline.

Our revenue and profits are highly volatile, and we can experience significant fluctuations in quarterly results. We generally derive Investment Banking & Equities revenue from engagements that generate significant fees at key transaction milestones, such as closing, and the timing of these milestones is outside of our control. As a result, our financial results will likely fluctuate from quarter to quarter based on the timing of when those fees are earned. The loss of even a small number of such fees could have a significant effect on our near term financial results. It may be difficult for us to achieve steady earnings growth on a quarterly basis, which could, in turn, lead to large adverse movements in the price of our Class A common stock or increased volatility in our stock price generally.

We earn a majority of our revenue from advisory engagements, and, in most cases, we are not paid until the successful consummation of the transactions. As a result, our Investment Banking & Equities revenue is highly dependent on market conditions and the decisions and actions of our clients, interested third parties and governmental authorities. For example, a client could delay or terminate an acquisition transaction because of a failure to agree upon final terms with the counterparty, failure to obtain necessary regulatory consents or board or stockholder approvals, failure to secure necessary financing, adverse

market conditions or because the target's business is experiencing unexpected operating or financial problems. Anticipated bidders for assets of a client during a liability management and restructuring transaction may not materialize or our client may not be able to restructure its operations or indebtedness due to a failure to reach agreement with its principal creditors. In these circumstances, we often do not receive any advisory fees other than the reimbursement of certain out-of-pocket expenses, despite the fact that we have devoted considerable resources to these transactions.

Our failure to deal appropriately with actual, potential or perceived conflicts of interest could damage our reputation and materially adversely affect our business.

As we have expanded the scope of our businesses and client base, we increasingly confront actual, potential and perceived conflicts of interest relating to our Investment Banking & Equities and Investment Management businesses. It is possible that actual, potential or perceived conflicts could give rise to client dissatisfaction, litigation or regulatory enforcement actions. Appropriately identifying and managing actual or perceived conflicts of interest is complex and difficult, and our reputation could be damaged if we fail, or appear to fail, to deal appropriately with one or more potential or actual conflicts of interest. Regulatory scrutiny of, or litigation in connection with, conflicts of interest would have a material adverse effect on our reputation which would materially adversely affect our business in a number of ways, including an inability to recruit additional professionals and a reluctance of potential clients and counterparties to do business with us. Additionally, client-imposed conflicts requirements could place additional limitations on us, for example, by limiting our ability to accept advisory engagements.

Policies, controls and procedures that we may be required to implement to address additional regulatory requirements, including as a result of additional foreign jurisdictions in which we operate, our equities business and our underwriting activities, or to mitigate actual or potential conflicts of interest, may result in increased costs, including for additional personnel and infrastructure and information technology improvements, as well as limit our activities and reduce the benefit of positive synergies that we seek to cultivate across our businesses. For example, due to our equity research activities through our equities business, we face potential conflicts of interest, including situations where our publication of research may conflict with the interests of an advisory client, or allegations that research objectivity is being inappropriately impacted by advisory client considerations.

Employee misconduct, which is difficult to detect and deter, could harm us by impairing our ability to attract and retain clients while subjecting us to significant legal liability and reputational harm.

There is a risk that our employees could engage in fraud or misconduct that adversely affects our business. Our Investment Banking & Equities business often requires that we deal with confidential matters of great significance to our clients. If our employees were to improperly use or disclose confidential information provided by our clients or other confidential information, we could be subject to investigations, actions and sanctions by regulators and enforcement agencies and suffer serious harm to our reputation, financial position, current client relationships and ability to attract future clients and employees. We are also subject to a number of obligations and standards arising from our Investment Management business and our authority over the assets managed by our Investment Management business. The violation of these obligations and standards by any of our employees would adversely affect our clients and us. It is not always possible to deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in all cases. If our employees engage in misconduct, our business may be adversely affected.

In addition, the U.S. regulators and enforcement agencies, including the U.S. Department of Justice and the SEC, continue to focus on anti-money laundering laws and anti-corruption laws, and the United Kingdom and other jurisdictions have significantly expanded the reach of their anti-bribery laws. While we have developed and implemented policies and procedures designed to ensure strict compliance with anti-bribery, anti-money laundering, anti-corruption and other laws, such policies and procedures may not be effective in all instances to prevent violations. Any determination that any of our employees have violated these laws (or similar laws of other jurisdictions in which we do business) could subject us to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunction on future conduct, securities litigation and reputational damage, any one of which could adversely affect our business, financial position or results of operations.

The financial services industry faces substantial litigation and regulatory risks, and we may face damage to our professional reputation and legal liability.

Allegations against us of improper conduct by private litigants or regulators, whether the ultimate outcome is favorable or unfavorable to us, as well as negative publicity and press speculation about us, whether or not valid, may harm our reputation. Moreover, our role as advisor to our clients on important mergers and acquisitions or liability management and restructuring

transactions often involves complex analysis and the exercise of professional judgment, including, in certain circumstances, rendering fairness opinions in connection with mergers and other transactions.

Particularly in highly volatile markets, the volume of claims and amount of damages claimed in litigation and regulatory proceedings against financial advisors and underwriters can be significant. Our business is also subject to regulation in the countries in which it operates. As this regulatory environment continues to change (in some cases potentially significantly) it is difficult to assess future litigation and regulatory risks. Regulatory changes make it harder for our clients to estimate future potential losses that may be incurred. Our advisory and underwriting activities may subject us to the risk of significant legal liability to our clients and third parties, including our clients' stockholders, under securities or other laws for materially false or misleading statements made in connection with securities and other transactions and potential liability for the fairness opinions and other advice provided to participants in corporate transactions. In addition, a portion of our advisory fees are obtained from liability management and restructuring clients, and often these clients do not have sufficient resources to indemnify us for costs and expenses associated with third-party subpoenas and direct claims, to the extent such claims are not barred as part of the reorganization process. Our engagements typically include broad indemnities from our clients and provisions designed to limit our exposure to legal claims relating to our services, but these provisions may not protect us or may not be adhered to in all cases. These indemnities also are dependent on our client's capacity to pay the amounts claimed. As a result, we may incur significant legal expenses in defending against litigation. In our Investment Management business, we make investment decisions on behalf of our clients that could result in substantial losses. This also may subject us to the risk of legal liability or actions alleging negligent misconduct, breach of fiduciary duty or breach of contract. These risks often may be difficult to assess or quantify and their existence and magnitude often remain unknown for substantial periods of time. Substantial legal liability or legal expenses incurred in defending against litigation could materially adversely affect our business, financial condition, operating results or liquidity or cause significant reputational harm to us, which could seriously harm our business.

We may face damage to our professional reputation if our services are not regarded as satisfactory or for other reasons.

As a financial services firm, we depend to a large extent on our relationships with our clients and our reputation for integrity and high-caliber professional services to attract and retain clients and talent. As a result, if a client is not satisfied with our services, it may be more damaging to our business than in other businesses. Our reputation could be impacted by events that may be difficult or impossible to control, and costly or impossible to remediate. For example, alleged or actual failures by us or our employees to provide satisfactory services or to comply with applicable laws, rules or regulations, errors in our public reports, perceptions of our environmental, social and governance practices or business selection (including client selection), or the public announcement and potential publicity surrounding any of these events, even if inaccurate, satisfactorily addressed, or even if no violation or wrongdoing actually occurred, could adversely impact our reputation, our relationships with clients, our ability to negotiate joint ventures and strategic alliances, and our ability to attract and retain talent, any of which could have an adverse effect on our financial condition and results of operations.

Extensive and evolving regulation of our businesses exposes us to the potential for significant penalties and fines due to compliance failures, increases our costs and limits our ability to engage in certain activities.

As a participant in the financial services industry, we are subject to extensive and evolving regulation by governmental and self-regulatory organizations in jurisdictions around the world, as described further in Item 1. "Business – Regulation" above. Our ability to conduct business and our operating results, including compliance costs, may be adversely affected as a result of any new requirements imposed by the SEC, FINRA, or other U.S. or foreign governmental regulatory authorities or self-regulatory organizations that regulate the financial services industry. We may also be adversely affected by changes in the interpretation or enforcement of existing laws or regulations by these governmental authorities and self-regulatory organizations. Uncertainty about the timing and scope of any changes to existing laws and rules or the implementation of new laws or rules by any regulatory authorities that regulate financial services firms or supervise financial markets, as well as the compliance costs associated with a new regulatory regime, may negatively impact our businesses in the short term, even if the long-term impact of any such changes is positive for our businesses. In addition, policies adopted by clients or prospective clients, which may exceed regulatory requirements, may result in additional compliance costs that materially affect our business. Because certain of our larger competitors are subject to regulations that do not affect us to the same extent, or at all, regulatory reforms may benefit them more than us, including by expanding their permitted activities, reducing their compliance costs or reducing restraints on compensation, any of which could enhance their ability to compete against us for advisory opportunities, for employees or otherwise, in a manner that negatively impacts our business.

Our and our employees' failure to comply with applicable laws or regulations could result in adverse publicity and reputational harm, as well as fines, suspensions of personnel or other sanctions, including revocation of the registration of us or

any of our subsidiaries as an investment advisor or broker-dealer. For example, we are subject to extensive bribery and anti-corruption regulation, which can present heightened risks for us due to certain jurisdictions in which we operate and our significant client relationships with governmental entities and certain businesses that receive support from government agencies. Our businesses are subject to periodic examination by various regulatory authorities, and we cannot predict the outcome of any such examinations or estimate the amount of monetary fines or penalties that could be assessed. In addition, adverse regulatory scrutiny of any of our strategic partners could have a material adverse effect on our business and reputation.

Our business is subject to various cybersecurity risks.

We face various cybersecurity risks related to our businesses on a day-to-day basis. We rely heavily on financial, accounting, communication and other data processing systems to securely process, transmit, and store sensitive and confidential client information, and communicate among our locations around the world and with our staff, clients, partners, and vendors. We also depend on third-party software and programs, as well as cloud-based storage platforms as part of our operations. These systems, including the systems of third parties on whom we rely, may fail to operate properly or become disabled as a result of tampering or a breach of our network security systems or otherwise, including for reasons beyond our, or their, control. In addition, we are also exposed to fourth-party cybersecurity risk from vendors, suppliers or attackers of our third-party vendors. The increased use of mobile technologies, artificial intelligence and remote working arrangements heighten these and other operational risks.

In addition, as we operate in a financial services industry, we are susceptible to attempts to gain unauthorized access of client, customer or other confidential information. We are also at risk for denial-of-service, distributed denial-of-service and/or other cyber-attacks involving the theft, dissemination and destruction of corporate information or other assets, which could result from an employee's, contractor's or other third party vendor's failure to follow data security procedures or as a result of actions by third parties, including actions by governments. Phishing attacks and email spoofing attacks are becoming more prevalent and are often used to obtain information to impersonate employees or clients in order to, among other things, direct fraudulent bank transfers or obtain valuable information. Fraudulent transfers resulting from phishing attacks or email spoofing of our employees could result in a material loss of assets, reputational harm or legal liability, and in turn materially adversely affect our business. Although cyber-attacks have not, to date, had a material impact on our operations, breaches of our, or third-party, network security systems on which we rely could involve attacks that are intended to obtain unauthorized access to and disclose our proprietary information or our client's proprietary information, destroy data or disable, degrade or sabotage our systems, often through the introduction of computer viruses, cyber-attacks and other means, and could originate from a wide variety of sources, including state actors or other unknown third parties outside the firm.

There can be no assurance that we, or the third parties on whom we rely, will be able to anticipate, detect or implement effective preventative measures against frequently changing cyber threats. We expect to incur significant costs in maintaining and enhancing appropriate protections to keep pace with increasingly sophisticated methods of attack. In addition to the implementation of data security measures, we require our employees to maintain the confidentiality of the proprietary information we hold. If an employee's failure to follow proper data security procedures results in the improper release of confidential information, or our systems are otherwise compromised, do not operate properly or are disabled, we could suffer a disruption of our business, financial losses, liability to clients, regulatory sanctions and damage to our reputation. See Item 1C. "Cybersecurity" for further information regarding our cybersecurity practices, policies and procedures.

We are exposed to risks and costs associated with protecting the integrity and security of our clients', employees' and others' personal data and other sensitive information.

As part of our business, we manage, utilize and store sensitive or confidential client or employee data, including personal data. As a result, we are subject to various risks and costs associated with the collection, handling, storage and transmission of personal data, including those related to compliance with U.S. and foreign data protection and privacy laws and other contractual obligations, as well as those associated with the compromise of our systems collecting such personal data. These laws and regulations are increasing in complexity and number and the burden of our compliance with them is growing. For example, the General Data Protection Regulation ("GDPR"), which applies across the EU and the U.K., imposes stringent requirements regarding the processing of personal data. Failure to meet the GDPR requirements could, in serious cases, result in penalties of up to four percent of annual worldwide revenue turnover. Several other jurisdictions, including in the United States, have also adopted or are considering similar legislation. For example, the California Consumer Privacy Act provides data privacy rights for consumers and privacy related operational requirements for companies and similar data privacy laws have been enacted in other states, which may increase our compliance costs.

If any person, including any of our employees, negligently disregards or intentionally breaches our established controls with respect to client or employee data, or otherwise mismanages or misappropriates that data, we could be subject to significant monetary damages, regulatory enforcement actions, fines and/or criminal prosecution. In addition, unauthorized disclosure of sensitive or confidential client or employee data, whether through cyber-attacks, systems failure, employee negligence, fraud or misappropriation, could damage our reputation and cause us to lose clients and related revenue in the future. Potential liability in the event of a security breach of client data could be significant and depending on the circumstances giving rise to the breach, this liability may not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages.

Any failure to comply with these regulations could expose us to liability and/or reputational damage. In addition, our businesses are increasingly subject to laws and regulations relating to surveillance, encryption and data on-shoring in the jurisdictions in which we operate. Compliance with these laws and regulations may require us to change our policies, procedures and technology for information security, which could, among other things, make us more vulnerable to cyber-attacks and misappropriation, corruption or loss of information or technology.

Our business is subject to various operational risks.

We operate in businesses that are highly dependent on proper processing of financial transactions. In our Equities business, and our Wealth Management business in particular, we must consistently and reliably obtain securities pricing information, properly execute and process client transactions and provide reports and other customer service to our clients. Our trading activities present opportunities for trade errors and other operational errors in connection with the processing of transactions. The occurrence of trade or other operational errors or the failure to keep accurate books and records can render us liable to disciplinary action by governmental and self-regulatory authorities, as well as to claims by our clients. We also rely on third-party service providers for certain aspects of our business. Any interruption or deterioration in the performance of these third parties or failures of their information systems and technology could impair our operations, affect our reputation and adversely affect our businesses.

In addition, if we were to experience a disaster or other business continuity problem, such as an epidemic, a pandemic, other man-made or natural disaster or disruption involving electronic communications or other services used by us or third parties with whom we conduct business, our continued success will depend, in part, on the availability of our personnel and office facilities and the proper functioning of our computer, software, telecommunications, transaction processing and other related systems and operations, as well as those of third parties on whom we rely. Although in the past we have been able to continue business operations through disruptions, we cannot guarantee in the future that similar events will not result in a material disruption to our business that may cause material financial loss, regulatory action, reputation harm or legal liability, and if significant portions of our workforce, including key personnel, are unable to work effectively because of illness, government actions, or other restrictions in connection with a pandemic, the impact of a pandemic on our business could be exacerbated. In particular, we depend on our headquarters in New York City, where a large number of our personnel are located, for the continued operation of our business. Although we have developed business continuity plans and enhanced our remote working capabilities, a disaster or a disruption in the infrastructure that supports our businesses, a disruption involving electronic communications or other services used by us or third parties with whom we conduct business, or a disruption that directly affects our headquarters, could have a material adverse impact on our ability to continue to operate our business without interruption. The incidence and severity of disasters or other business continuity problems are unpredictable, and our inability to timely and successfully recover could materially disrupt our businesses and cause material financial loss, regulatory actions, reputational harm or legal liability.

We may not be able to generate sufficient cash to service all of our indebtedness.

Our ability to make scheduled payments on, or to refinance, our debt obligations depends on our financial condition and operating performance. We cannot provide assurance that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal of, and interest on, our indebtedness, including our senior notes (the "Private Placement Notes") described in Note 13 to our consolidated financial statements and other indebtedness. If our cash flows and capital resources are insufficient to fund our debt service obligations, including the principal and semi-annual interest payments noted above, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness, including the Private Placement Notes and other contractual commitments.

Our clients may be unable to pay us for our services.

We face the risk that certain clients may not have sufficient financial resources to pay, or otherwise refuse to pay, our agreed-upon advisory fees, including in the bankruptcy or insolvency context. If a client's financial difficulties become severe, the client may be unwilling or unable to pay our invoices in the ordinary course of business, which could adversely affect collections of both our accounts receivable and unbilled services. On occasion, some of our clients have entered bankruptcy, which has prevented us from collecting amounts owed to us. The bankruptcy of a number of our clients that, in the aggregate, owe us substantial accounts receivable could have a material adverse effect on our business, financial condition and results of operations. In addition, if a number of clients declare bankruptcy after paying us certain invoices, courts may determine that we are not properly entitled to those payments and may require repayment of some or all of the amounts we received, which could adversely affect our business, financial condition and results of operations. Certain clients may also be unwilling to pay our advisory fees in whole or in part, in which case we may have to incur significant costs to bring legal action to enforce our engagement agreements to obtain our advisory fees.

Goodwill, other intangible assets, equity method investments and other investments represent a portion of our assets, and an impairment of these assets could have a material adverse effect on our financial condition and results of operations.

Goodwill, other intangible assets, equity method investments and other investments represent a portion of our assets. We assess these assets at least annually for impairment, however, we may need to perform impairment tests more frequently if events or circumstances occur, that indicate the carrying amount of these assets may not be recoverable. These events or circumstances could include a significant change in the business climate, attrition of key personnel, a prolonged decline in our stock price and market capitalization, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of one of our businesses and other factors. The valuation of our reporting units, long-lived intangible assets, equity method investments or other investments requires judgment in estimating future cash flows, discount rates and other factors. In making these judgments, we evaluate the financial health of our reporting units, long-lived intangible assets, equity method investments or other investments, including such factors as market performance, changes in our client base and projected growth rates. Because these factors are ever changing, due to market and general business conditions, we cannot predict whether, and to what extent, our goodwill, long-lived intangible assets, equity method investments and other investments may be impaired in future periods.

Failure to maintain effective internal controls in accordance with Section 404 of the Sarbanes-Oxley Act could materially adversely affect our business.

We have documented and tested our internal control procedures in order to satisfy the requirements of Section 404 of the Sarbanes-Oxley Act, which requires annual management assessments of the effectiveness of our internal controls over financial reporting and a report by our independent auditors regarding our internal control over financial reporting. If we fail to maintain the adequacy of our internal controls as such standards are modified, supplemented or amended from time to time, our independent registered public accounting firm may not be able or willing to issue an unqualified report on the effectiveness of our internal control over financial reporting. Matters impacting our internal controls may cause us to be unable to report our financial information on a timely basis and thereby subject us to adverse regulatory consequences, including sanctions by the SEC, or violations of applicable stock exchange listing rules. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in the reliability of our financial statements is also likely to suffer if we identify a material weakness in our internal control over financial reporting. This could materially adversely affect us and lead to a decline in the market price of our shares.

A change in relevant tax laws, regulations or treaties or an adverse interpretation of these items by tax authorities could result in an audit adjustment to tax-related liabilities, or revaluation of our net deferred tax assets that may cause our effective tax rate and/or and tax liabilities to be higher than what is currently presented in the consolidated financial statements.

As part of the process of preparing our consolidated financial statements, we are required to estimate income and other taxes in each of the jurisdictions in which we operate. Significant management judgment is required in determining our provision for these taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. In some cases, this process requires us to estimate our actual current tax liability and to assess temporary differences resulting from differing book versus tax treatment of items, such as deferred revenue, compensation and benefits expense, unrealized gains and losses on long-term investments and depreciation. Our effective tax rate and tax liabilities are based on the application of current tax laws, regulations and treaties. These laws, regulations and treaties are complex, and the manner in which they apply to our facts and circumstances can be open to interpretation. Management believes its application of current

laws, regulations and treaties to be correct and sustainable upon examination by the tax authorities. However, the tax authorities could challenge our interpretation, resulting in additional tax liability or adjustment to our tax provision that could increase our effective tax rate or tax-related liabilities. For example, a recent interpretation reached by a judicial authority has challenged the employment tax treatment of partnership members. While that challenge remains subject to a judicial review process, and we and our subsidiaries are not a party to the proceedings, the ultimate outcome may impact our tax position. In addition, tax laws, regulations or treaties newly enacted or enacted in the future, or interpretations of the Tax Cuts and Jobs Act, or other tax laws, may cause us to revalue our net deferred tax assets and have a material change to our effective tax rate.

Our inability to successfully identify, consummate and integrate acquisitions and/or alliances, including through joint ventures or investments, as part of our growth initiatives could have adverse consequences to our business.

We may expand our various businesses through additional acquisitions, entering into joint ventures and strategic alliances, and internally developing new opportunities that are complementary to our existing businesses and where we think we can add substantial value or generate substantial returns. The success of this strategy will depend on, among other things, the availability of suitable opportunities and capital resources to effect our strategy; the level of competition from other companies that may have greater financial resources than we do or may not require the same level of disclosure of these activities; our ability to value acquisition and investment candidates accurately and negotiate acceptable terms for those acquisitions and investments; and our ability to identify and enter into mutually beneficial relationships with joint venture partners.

Additionally, integrating acquired businesses, providing a platform for new businesses and partnering with other firms involve a number of risks and present financial, managerial, operational and reputational challenges, including the following factors, among others: loss of key employees or customers; possible inconsistencies in or conflicts between standards, controls, procedures and policies and the need to implement company-wide financial, accounting, information technology and other systems; failure to maintain the quality of services that have historically been provided; failure to coordinate geographically diverse organizations; disagreements between us and our partners; compliance with regulatory requirements in regions in which new businesses and ventures are located; and the diversion of management's attention from our day-to-day business as a result of the need to manage any disruptions and difficulties and the need to add management resources to do so. Our inability to develop, integrate and manage acquired companies, joint ventures or other strategic relationships and growth initiatives in an efficient and cost-effective manner, or at all, could have material adverse short- and long-term effects on our operating results, financial condition and liquidity.

We may not realize the cost savings, revenue enhancements or other benefits that we expected from our growth initiatives.

Our analyses of the benefits and costs of expanding our businesses necessarily involve assumptions as to future events, including general business and industry conditions, the longevity of specific customer engagements and relationships, operating costs and competitive factors, many of which are beyond our control and may not materialize. While we believe our analyses and their underlying assumptions to be reasonable, they are estimates that are necessarily speculative in nature. In addition, new regulatory requirements and conflicts may reduce the synergies that we expect to result from our growth initiatives. Even if we achieve the expected benefits, we may not be able to achieve them within the anticipated time frame. Also, the cost savings and other synergies from these growth initiatives may be offset by costs incurred in integrating the companies, increases in other expenses or problems in the business unrelated to these growth initiatives. In the case of joint ventures, we are subject to additional risks and uncertainties in that we may be dependent upon, and subject to liability, losses or reputational damage relating to personnel, systems and activities that are not under our direct and sole control, and conflicts and disagreements between us and our joint venture partners may negatively impact our business.

Risks Related to Our Investment Banking & Equities Business

A substantial portion of our revenue is derived from advisory assignments for Investment Banking & Equities clients, which are not long-term contracted sources of revenue and are subject to intense competition, and declines in these engagements could have a material adverse effect on our financial condition and operating results.

We historically have earned a substantial portion of our revenue from fees paid to us by our Investment Banking & Equities clients for advisory and underwriting services. These fees are typically payable upon the successful completion of a particular transaction or restructuring. Our Advisory Fees and Underwriting Fees in the aggregate accounted for 90%, 88% and 90% of our revenues, excluding Other Revenue, net, in 2024, 2023 and 2022, respectively. We expect that we will continue to rely on advisory services for a substantial portion of our revenue for the foreseeable future. Accordingly, a decline in advisory engagements, or the market for advisory services, would adversely affect our business.

In addition, our Advisory professionals operate in a highly-competitive environment where typically there are no long-term contracted sources of revenue. Each revenue-generating engagement typically is separately solicited, awarded and negotiated. In addition, many businesses do not routinely engage in transactions requiring our services. As a consequence, our fee-paying engagements with many clients are not likely to be predictable and high levels of revenue in one quarter are not necessarily predictive of continued high levels of revenue in future periods. We also lose clients each year as a result of the sale or merger of a client, a change in a client's senior management, competition from other financial advisors and financial institutions and other causes. As a result, our advisory fees could decline materially due to such changes in the volume, nature and scope of our engagements.

We face strong competition from other financial advisory firms, many of which have the ability to offer clients a wider range of products and services than we can offer, which could cause us to fail to win advisory mandates and subject us to pricing pressures that could materially adversely affect our revenue and profitability.

The financial advisory industry is intensely competitive, highly fragmented and subject to rapid change, and we expect it to remain so. We compete on both a global and regional basis, and on the basis of a number of factors, including the quality of our employees, industry knowledge, transaction execution skills, our products and services, innovation, reputation, strength of relationships and price. We have experienced intense competition for advisory mandates in recent years, and we may experience pricing pressures in our Investment Banking & Equities business in the future, as some of our competitors seek to obtain increased market share by reducing fees. When making proposals for fixed-fee engagements, we estimate the costs and timing for completing the engagements. These estimates reflect our best judgment regarding the efficiencies of our methodologies and financial professionals as we plan to deploy them on engagements. Any unexpected costs or unanticipated delays in connection with the performance of such engagements could make these contracts less profitable, or unprofitable, which would have an adverse effect on our profit margins.

Several of our competitors include large financial institutions, many of which have far greater financial and other resources and greater name recognition than us and, unlike us, have the ability to offer a wider range of products, which may enhance their competitive position. They also regularly support services we do not provide, such as commercial lending and other financial services and products, which puts us at a competitive disadvantage and could result in pricing pressures or lost opportunities, which could materially adversely affect our revenue and profitability. In addition, we may be at a competitive disadvantage with regard to certain of our competitors who have larger customer bases, have more professionals to serve their clients' needs and are able to provide financing or otherwise commit capital to clients that are often a crucial component of the Investment Banking & Equities transactions on which we advise.

In addition to our larger competitors, we face competition from a number of independent investment banks that offer only independent advisory services, which stress their lack of other businesses as a competitive advantage. As these independent firms or new entrants into the market seek to gain market share, there could be additional pricing and competitive pressures, which may impact our ability to implement our growth strategy and ultimately materially adversely affect our financial condition and results of operations.

Our Equities business relies on non-affiliated third-party service providers.

Our Equities business has entered into service agreements with third-party service providers for order management, trade execution, settlement and clearance of client securities transactions and research distribution. This business faces the risk of operational failure of any of the vendors we use to facilitate our securities transactions or research distribution. Our senior management and officers oversee and manage these relationships. Poor oversight and control or inferior performance or service on the part of the service provider could result in loss of customers and violations of applicable rules and regulations. Any such failure could adversely affect our ability to effect transactions and to manage our exposure to risk.

Underwriting and trading activities expose us to risks.

We may incur losses and be subject to reputational harm to the extent that, for any reason, we are unable to sell securities we purchased as an underwriter at the anticipated price levels. As an underwriter, we also are subject to liability for material misstatements or omissions in prospectuses and other offering documents relating to offerings we underwrite. In such cases, any indemnification provisions in the applicable underwriting agreement may not be enforceable or available to us, for example, if the client is not financially able to satisfy its indemnification obligations in whole, or part, or the scope of the indemnity is not sufficient to protect us against financial or reputational losses arising from such liability. In addition, the associated litigation process can place operational strain on our business.

Further, as customer trading activities expose us to potential losses, we may have to purchase or sell securities at prevailing market prices in the event a customer fails to settle a trade on its original terms. We seek to manage the risks associated with customer trading activities through customer screening, internal review and trading policies and procedures, but such policies and procedures may not be effective in all cases.

If the number of debt defaults or bankruptcies declines or other factors affect the demand for our liability management and restructuring services, our liability management and restructuring revenue could be adversely affected.

We provide financial advice and investment banking services to companies in financial transition, as well as to creditors, shareholders and potential acquirers of such companies. Our services may include reviewing and analyzing the business, financial condition and prospects of the company or providing advice on strategic transactions, capital raising or liability management and restructurings. We also may provide advisory services to companies that have sought, or are planning to seek, protection under Chapter 11 of the U.S. Bankruptcy Code or other similar processes in non-U.S. jurisdictions. A number of factors affect demand for these advisory services, including general economic conditions, the availability and cost of debt and equity financing, governmental policy and changes to laws, rules and regulations, including those that protect creditors. In addition, providing liability management and restructuring advisory services entails the risk that the transaction will be unsuccessful, or take considerable time, and be subject to a bankruptcy court's authority to disallow or discount our fees. If the number of debt defaults or bankruptcies declines, or other factors affect the demand for our liability management and restructuring advisory services, our liability management and restructuring business would be adversely affected.

Risks Relating to Our Investment Management Business

The amount and mix of our AUM are subject to significant fluctuations.

The revenues and profitability of our Wealth Management business are derived from providing investment management and related services. The level of our revenues depends largely on the level and mix of AUM. Fluctuations in the amount and mix of our AUM may be attributable, in part, to market conditions outside of our control that have had, and in the future could have, a negative impact on our revenues and income. Any decrease in the value or amount of our AUM because of market volatility or other factors negatively impacts our revenues and income. We are subject to an increased risk of asset volatility from changes in the global financial and equity markets. Global economic conditions, exacerbated by war or terrorism, health emergencies or financial crises, changes in the equity marketplace, trade disputes, restrictions on travel, currency exchange rates, commodity prices, interest rates, inflation rates, the yield curve, and other factors that are difficult to predict affect the mix, market values and levels of our AUM. Moreover, changing market conditions may cause a shift in our asset mix between international and U.S. assets, potentially resulting in a decline in our revenue and income depending upon the nature of our AUM and the level of management fees we earn based on them. Additionally, changing market conditions may cause a shift in our asset mix towards fixed-income products and a related decline in our revenue and income, as in the U.S. we generally derive higher fee revenues and income from equity assets than from fixed-income products we manage.

If the funds we manage or invest in perform poorly, we will suffer a decline in our investment management revenue and earnings, and our Investment Management business may be adversely affected.

Revenue from our Wealth Management business is derived from fees earned for the management of client assets, generally based on the market value of AUM. Poor investment performance by these businesses, on an absolute basis or as compared to third-party benchmarks or competitors, could stimulate higher redemptions, thereby lowering AUM and reducing the fees we earn, even in periods when securities prices are generally rising. In addition, if the investments we make on behalf of our funds and clients perform poorly, it may be more difficult for us to attract new investors, launch new products or offer new services in our Wealth Management business. Furthermore, if the volatility in the U.S. and global markets causes a decline in the price of securities that constitutes a significant portion of our AUM, our clients could withdraw funds from, or be hesitant to invest in, our Investment Management business due to the uncertainty or volatility in the market or in favor of investments they perceive as offering greater opportunity or lower risk, which would also result in lower investment management revenue.

Our Investment Management business' reliance on non-affiliated third-party service providers subjects the Company to operational risks.

We have entered into services agreements with third-party service providers for custodial services and trust and investment administration processing and reporting services. Our officers oversee and manage these relationships; however, poor oversight and control on our part or inferior performance or service on the part of the service providers could result in a

loss of customers, violation of applicable rules and regulations, including, but not limited to, data protection, privacy and anti-money laundering laws and otherwise adversely affect our business and operations.

Our agreements with the OCC require us to maintain and segregate certain assets, and our failure to comply with these agreements (including if we are required to access these assets for other purposes) could adversely affect us.

Evercore Inc. and Evercore LP are party to a Capital and Liquidity Support Agreement, a Capital and Liquidity Maintenance Agreement and other related agreements with the OCC related to ETC (collectively, the "OCC Agreements"). The OCC Agreements require Evercore Inc. and Evercore LP to provide ETC necessary capital and liquidity support in order to ensure that ETC continues to operate safely and soundly and in accordance with applicable laws and regulations. In particular, the OCC Agreements require that Evercore Inc. and Evercore LP (1) maintain at least $5 million in Tier 1 capital in ETC or such other amount as the OCC may require and (2) maintain liquid assets in ETC in an amount at least equal to the greater of $3.5 million or 180 days coverage of ETC's operating expenses.

If we fail to comply with any of the OCC Agreements, we could become subject to civil money penalties, regulatory enforcement actions, payment of damages and, if the OCC deems it likely that we are unable to fulfill our obligations or breach the OCC Agreements, a forced disposition of ETC. The occurrence of any of these events or the disclosure that these events are probable or under consideration may cause reputational harm and erosion of client trust, due to a perception that we are unable to comply with applicable regulatory requirements, unable to successfully launch new initiatives and businesses, or that our reputation for integrity and high-caliber professional services is no longer valid, any of which could adversely affect our business and operations.

Risks Related to Our International Operations

A meaningful portion of our revenues are derived from our international operations, which are subject to certain risks.

In 2024, we earned 24% of our Total Revenues, excluding Other Revenue, and 25% of our Investment Banking & Equities Revenues from clients located outside of the United States. Generally, we intend to grow our non-U.S. business, and this growth is critical to our overall success. Many of our large Investment Banking & Equities clients are non-U.S. entities seeking to enter into transactions involving U.S. businesses. Our international operations carry special financial and business risks, which could include, but are not limited to, greater difficulties managing and staffing foreign operations; language and cultural differences; fluctuations in foreign currency exchange rates that could adversely affect our results; unexpected and costly changes in trading policies, regulatory requirements, tariffs and other barriers; restrictions on travel; greater difficulties in collecting accounts receivable; longer transaction cycles; higher operating costs; local labor conditions and regulations; adverse consequences or restrictions on the repatriation of earnings; potentially adverse tax consequences, such as trapped foreign losses; less stable political and economic environments; civil disturbances or other catastrophic events that reduce business activity; disasters or other business continuity problems, such as pandemics, other man-made or natural disaster or disruption involving electronic communications or other services; and international trade issues.

As part of our day-to-day operations outside of the United States, we are required to create compensation programs, employment policies, compliance policies and procedures and other administrative programs that comply with the laws of multiple countries. We also must communicate and monitor standards and directives across our global operations. Our failure to successfully manage and grow our geographically diverse operations could impair our ability to react quickly to changing business and market conditions and to enforce compliance with non-U.S. standards, laws, regulations and procedures.

If our international business increases relative to our total business, these factors could have a more pronounced effect on our operating results. See also "*—Difficult market conditions may adversely affect our business in many ways, including reducing the volume of the transactions involving our Investment Banking & Equities business, which may materially reduce our revenue or income.*"

Fluctuations in foreign currency exchange rates could adversely affect our results.

Because our financial statements are denominated in U.S. dollars and we receive a portion of our revenues in other currencies, we are exposed to fluctuations in foreign currencies. In addition, we pay certain of our expenses in such currencies. Generally, we do not enter into any transactions to hedge our exposure to foreign exchange fluctuations in our foreign subsidiaries through the use of derivative instruments or otherwise. An appreciation or depreciation of any of these currencies relative to the U.S. dollar would result in an adverse or beneficial impact, respectively, to our financial results. On occasion, we enter into foreign currency exchange forward contracts as an economic hedge against exchange rate risk for foreign currency

denominated accounts receivable in EGL or other commitments. See Note 19 to our consolidated financial statements for further information.

The cost of compliance with international broker-dealer, employment, labor, benefits and tax regulations may adversely affect our business and hamper our ability to expand internationally.

Since we operate our business both in the U.S. and internationally, we are subject to many distinct broker-dealer, employment, labor, benefits and tax laws in each jurisdiction in which we operate, including regulations affecting our employment practices and our relations with our employees and service providers. If we are required to comply with new regulations or new interpretations of existing regulations, or if we are unable to comply with these regulations or interpretations, our business could be adversely affected or the cost of compliance may make it difficult to expand into new international markets. Additionally, our competitiveness in international markets may be adversely affected by regulations requiring, among other things, the awarding of contracts to local contractors, the employment of local citizens and/or the purchase of services from local businesses.

Risks Related to Our Organizational Structure

We are required to pay some of our current and former Senior Managing Directors for most of the benefits relating to any additional tax depreciation or amortization deductions we may claim as a result of the tax basis step-up we receive in connection with exchanges of Evercore LP partnership units ("LP Units") for shares and related transactions.

As of December 31, 2024, there were certain vested LP Units held by some of our Senior Managing Directors and former employees that may in the future be exchanged for shares of our Class A common stock. The exchanges may result in increases in the tax basis of the assets of Evercore LP that otherwise would not have been available. These increases in tax basis may reduce the amount of tax that we would otherwise be required to pay in the future, although the IRS may challenge all or part of that tax basis increase, and a court could sustain such a challenge.

We have entered into a tax receivable agreement with some of our current and former Senior Managing Directors that provides for the payment by us to these Senior Managing Directors of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize as a result of these increases in tax basis. While the actual increase in tax basis, as well as the amount and timing of any payments under this agreement, will vary depending upon a number of factors, including the timing of exchanges, the price of shares of our Class A common stock at the time of the exchange, the extent to which such exchanges are taxable, and the amount and timing of our income, we expect that, as a result of the size of the increases in the tax basis of the tangible and intangible assets of Evercore LP attributable to our interest in Evercore LP, during the expected term of the tax receivable agreement, the payments that we may make to our Senior Managing Directors could be substantial. Changes in tax legislation may modify the amounts paid under the agreement. For example, the Tax Cuts and Jobs Act included a permanent reduction in the federal corporate income tax rate from 35% to 21%, which reduced future amounts to be paid under the agreement with respect to tax years beginning in 2018. In addition, there are numerous other provisions which may also have an impact on the amount of tax to be paid. To the extent that there are future changes or modifications to the Tax Cuts and Jobs Act or other legislation that increases our federal corporate tax rate, our payment obligations under the tax receivable agreement could increase.

Although we are not aware of any issue that would cause the IRS to challenge a tax basis increase, Senior Managing Directors who receive payments will not reimburse us for any payments that may previously have been made under the tax receivable agreement. As a result, in certain circumstances we could make payments to some of the Senior Managing Directors under the tax receivable agreement in excess of our cash tax savings. Our ability to achieve benefits from any tax basis increase, and the payments to be made under this agreement, will depend upon a number of factors, as discussed above, including the timing and amount of our future income.

Our only material asset is our interest in Evercore LP, and we are accordingly dependent upon distributions from Evercore LP to pay dividends, taxes and other expenses.

The Company is a holding company and has no material assets other than its ownership of partnership units of Evercore LP. The Company has no independent means of generating revenue. We intend to cause Evercore LP to make distributions to its partners in an amount sufficient to cover all applicable taxes payable, other expenses and dividends, if any, declared by us.

Payments of dividends, if any, will be at the sole discretion of the Company's Board of Directors after taking into account various factors, including economic and business conditions; our financial condition and operating results; our available cash

and current and anticipated cash needs; our capital requirements; applicable contractual, legal, tax and regulatory restrictions; implications of the payment of dividends by us to our stockholders or by our subsidiaries (including Evercore LP) to us; and such other factors as our Board of Directors may deem relevant.

In addition, Evercore LP is generally prohibited under Delaware law from making a distribution to a partner to the extent that, at the time of the distribution, after giving effect to the distribution, liabilities of Evercore LP (with certain exceptions) exceed the fair value of its assets. Furthermore, certain subsidiaries of Evercore LP may be subject to similar legal limitations on their ability to make distributions to Evercore LP. Moreover, our regulated subsidiaries may be subject to regulatory capital requirements that limit the distributions that may be made by those subsidiaries.

Deterioration in the financial condition, earnings or cash flow of Evercore LP and its subsidiaries for any reason could limit or impair their ability to pay such distributions. Additionally, to the extent that the Company requires funds and Evercore LP is restricted from making such distributions under applicable law or regulation or under the terms of financing arrangements, or is otherwise unable to provide such funds, our liquidity and financial condition could be materially adversely affected.

As of December 31, 2024, regulated subsidiaries of Evercore LP had $1.24 billion of cash and cash equivalents and investment securities. Amounts held in regulated entities may be subject to advance notification requirements to, or regulatory approval from, their relevant regulatory body prior to distribution, which could delay or restrict access to such capital.

If Evercore Inc. were deemed an "investment company" under the 1940 Act as a result of its ownership of Evercore LP, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.

If Evercore Inc. were to cease participation in the management of Evercore LP, its interest in Evercore LP could be deemed an "investment security" for purposes of the 1940 Act. Generally, a person is deemed to be an "investment company" if it owns investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items), absent an applicable exemption. Evercore Inc. will have no material assets other than its equity interest in Evercore LP. A determination that this interest was an investment security could result in Evercore Inc. being an investment company under the 1940 Act and becoming subject to the registration and other requirements of the 1940 Act.

The 1940 Act and the rules thereunder contain detailed parameters for the organization and operations of investment companies. Among other things, the 1940 Act and the rules thereunder limit or prohibit transactions with affiliates, impose limitations on the issuance of debt and equity securities, prohibit the issuance of stock options, and impose certain governance requirements. We intend to conduct our operations so that Evercore Inc. will not be deemed to be an investment company under the 1940 Act. However, if anything were to happen which would cause Evercore Inc. to be deemed to be an investment company under the 1940 Act, requirements imposed by the 1940 Act, including limitations on our capital structure, ability to transact business with affiliates and ability to compensate key employees, could make it impractical for us to continue our business as currently conducted, impair the agreements and arrangements between and among Evercore Inc., Evercore LP or our Senior Managing Directors, or any combination thereof and materially adversely affect our business, financial condition and results of operations.

Risks Related to Our Class A Common Stock

Our employees control a significant portion of the voting power in Evercore Inc., which may give rise to conflicts of interests.

Our employees own shares of our Class A common stock and our Class B common stock. Our certificate of incorporation provides that the holders of the shares of our Class B common stock are entitled to a number of votes that is determined pursuant to a formula that relates to the number of LP Units held by such holders. Each holder of Class B common stock is entitled, without regard to the number of shares of Class B common stock held by such holder, to one vote for each partnership unit in Evercore LP held by such holder. Our employees, and certain trusts benefiting their families, collectively, have a significant portion of the voting power in Evercore Inc. As a result, our employees have the ability to exercise influence over the election of the members of our Board of Directors and, therefore, influence over our management and affairs, including determinations with respect to acquisitions, dispositions, borrowings, issuances of common stock or other securities, and the declaration and payment of dividends. In addition, they are able to exercise influence over the outcome of all matters requiring stockholder approval. This concentration of ownership could deprive our other Class A stockholders of an opportunity to

receive a premium for their common stock as part of a sale of our company and might ultimately affect the market price of our Class A common stock.

Our share price may decline or we may have a significant increase in the number of shares of common stock outstanding due to the large number of shares eligible for future sale and for exchange.

The market price of our Class A common stock could decline as a result of sales of a large number of shares of Class A common stock in the market or the perception that such sales could occur. These sales, or the possibility that these sales may occur, might make it more difficult for us to sell equity securities at a time and at a price that we deem appropriate.

Further, we have historically repurchased a significant number of shares of our Class A common stock in the open market. If we were to cease or were unable to repurchase shares of Class A common stock, or choose to allocate available capital to the repayment of borrowings or other expenditures, the number of shares outstanding would increase over time, diluting the ownership of existing stockholders.

Our amended and restated certificate of incorporation allows the exchange of Class A limited partnership units of Evercore LP ("Class A LP Units"), Class E limited partnership units of Evercore LP ("Class E LP Units"), Class I limited partnership units of Evercore LP ("Class I LP Units") and Class K limited partnership units of Evercore LP ("Class K LP Units") (other than those held by us) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. The shares of Class A common stock issuable upon exchange of the partnership units that are held by our Senior Managing Directors and certain other employees of the Company are eligible for resale from time to time, subject to certain contractual and Securities Act restrictions.

Further, as part of annual bonuses and incentive compensation, we award restricted stock units ("RSUs") to employees, as well as to new hires. Each RSU represents the holder's right to receive one share of our Class A common stock following the applicable vesting date. Should we issue RSUs in excess of the amount remaining as authorized for issuance under the Third Amended and Restated 2016 Evercore Inc. Stock Incentive Plan, these awards would be accounted for as liability awards, with changes in the fair value of these awards reflected as compensation expense until authorization is obtained.

Some of our Senior Managing Directors are parties to registration rights agreements with us. Under these agreements, these persons have the ability to cause us to register the shares of our Class A common stock they could acquire.

The market price of our Class A common stock may be volatile, which could cause the value of our Class A common stock to decline.

Securities markets worldwide experience significant price and volume fluctuations. This market volatility, as well as general economic, market or political conditions, could reduce the market price of our Class A common stock in spite of our operating performance. In addition, our operating results could be below the expectations of public market analysts and investors, and in response, the market price of our Class A common stock could decrease significantly.

Anti-takeover provisions in our charter documents and Delaware law could delay or prevent a change in control.

Our certificate of incorporation and by-laws may discourage, delay or prevent a merger or acquisition that a stockholder may consider favorable by permitting our Board of Directors to issue one or more series of preferred stock, requiring advance notice for stockholder proposals and nominations and placing limitations on convening stockholder meetings. In addition, we are subject to provisions of the Delaware General Corporation Law that restrict certain business combinations with interested stockholders. These provisions may also discourage acquisition proposals or delay or prevent a change in control, which could harm our stock price.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Managing information technology ("IT") and cybersecurity risks, including maintaining confidentiality and privacy for our clients and employees, is critical to the successful operation of our business. We are aware that there are risks presented by cybersecurity, and are committed to preventing and mitigating such risks by following the below framework.

Board of Directors Oversight

The Audit Committee of the Board of Directors is charged with a majority of the risk oversight responsibilities on behalf of the Board of Directors, including risks associated with IT and cybersecurity. The Board of Directors and the Audit Committee are updated periodically on cybersecurity matters. Our Chief Financial Officer ("CFO") and General Counsel both report directly to our Chief Executive Officer ("CEO") and periodically meet with the Audit Committee in conjunction with a review of our quarterly and annual periodic SEC filings to discuss important risks we face, highlighting any new risks that have arisen since the prior meeting. Specifically with respect to cybersecurity, our Chief Information Officer ("CIO") and Chief Information Security Officer ("CISO") join our CFO and General Counsel to provide updates directly to the Audit Committee, along with third party experts engaged to recommend enhancements to and improve the Company's cybersecurity practices. In addition, all non-management members of the Board of Directors are invited to attend all committee meetings, regardless of whether the individual sits on the specific committee. Board of Directors members have access to senior executives, including our CFO and General Counsel, and in addition to periodic reports, we maintain formal processes for escalating live issues to the Audit Committee and the Board of Directors, as described below.

Management

On a day-to-day basis, our CISO leads our cybersecurity program with support from senior leadership. Our Information Security program is a bespoke program created for the Company and is guided by the National Institute of Standards and Technology (NIST) Cybersecurity Framework . The Information Security team is composed of three core functional areas, which work collaboratively to keep our assets secure:

- ***Governance, Risk, & Administration***. Responsible for setting policy, maintaining and conducting risk assessments, ensuring regulatory compliance in partnership with our legal and compliance team, coordinating audits, evaluating new technology platforms, and overseeing the Company's data governance, vendor risk management, and training programs.

- ***Security Operations***. Responsible for monitoring our security posture on an ongoing basis, including alert response and escalation. This team is supported by a third-party security firm that serves as the Company's Security Operations Center and performs continuous monitoring of security across the enterprise.

- ***Security Architecture***. Responsible for managing and maintaining security systems and identity management programs, as well as performing security reviews for key technology platforms.

The CISO leads our Information Security team and is responsible for establishing and maintaining the Enterprise Information Security Policy (the "Policy"). Our CISO has over a decade of experience in information security strategy, audit and risk management, as well as technical leadership expertise. To stay abreast of the evolving threat landscape, the CISO is active in the cyber community through discussions with peer groups, industry experts and law enforcement agencies. Members of the Information Security team have backgrounds in cybersecurity or experience applicable to their roles, including relevant industry certifications.

Our Enterprise Information Security Policy contains existing controls to protect information systems (and the data hosted within) and to educate personnel as to the proper use, disclosure, modification, or destruction of that data. The Policy is further intended to reasonably protect our systems and data against internal and external threats that could impact it. We periodically review this Policy for improvements and request each account user to read and attest to the Policy as updates are made. We employ a Defense-in-Depth approach to information security, which includes adoption of network perimeter, endpoint, and end-user controls in accordance with the Policy. We are focused on improvement of our security posture; we are periodically assessed by internal and external audits, as well as third-party security experts, such that our program continues to address and respond to evolving threats.

Education and awareness to cyber threats is a core component of our information security program. All employees undergo dedicated cybersecurity training as part of their onboarding process and on an ongoing basis. In recent years, we have enhanced our employee education and awareness program to focus on engagement, including through frequent phishing campaign assessments, communications from our CISO and reinforcement from other senior leaders on relevant cyber threats. We have also engaged third-party experts to perform penetration tests and assess our response mechanisms and hosted tabletop exercises with senior leaders to test our incident response preparedness. These organizations, as well as other third parties that do business with us, are reviewed as part of our Vendor Risk Management program. To foster prompt response to incidents, recovery of lost data, and minimal impact to strategic operations in emergency events, we maintain, test, and regularly review our Incident Response, Disaster Recovery and Business Continuity Plans.

Incident Response Plan

We have adopted an Incident Response Plan to provide a formal framework for responding to cybersecurity incidents. The overall purpose of the framework is to provide procedures designed to protect and preserve the availability, integrity and confidentiality of the Company's information and network assets, regardless of format. The plan was designed with the objective of performing timely investigations and assessments of the severity of the incidents (including the sensitivity of the information compromised), taking all appropriate measures to contain and control damage to customers resulting from the incident, returning to normal operating conditions as quickly as possible, and taking appropriate steps to comply with our legal and regulatory obligations, including our disclosure obligations under the securities laws.

The Incident Response Plan establishes procedures for assessing threats, determining when escalation of threats is required, and establishing a coordinated, multi-functional response to mitigate the impact of any incidents. After becoming aware of an incident, our cybersecurity team will review the incident against several critical questions to guide our immediate response. If an incident requires escalation, our core response team, which includes our CIO, CISO, General Counsel, CFO, Chief Compliance Officer, and other business leaders, is responsible for analyzing the materiality of the incident (including whether the incident qualifies as a material cyber event under SEC cybersecurity rules) and leading our response. The core response team is responsible for involving other corporate and business leaders throughout the organization as appropriate for communication and incident resolution, as well as communicating with the Board of Directors regarding the incident and management's response as appropriate.

Impact of Cybersecurity Risk

During the period covered by this report, we are not aware of any cyber incidents that, individually or in the aggregate, have been material to our operations or financial condition. Additionally, we do not believe that risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, are reasonably likely to materially affect our strategy, results of operations or financial condition over the long term. For a discussion of cybersecurity risk, see the information contained under the heading *"Our business is subject to various cybersecurity risks"* in Item 1A. "Risk Factors" in this Form 10-K.

Item 2. Properties

Our principal offices are located in leased office space at 55 East 52nd Street, New York, New York and at 1 and 15 Stanhope Gate in London, U.K. We do not own any real property.

Item 3. Legal Proceedings

In the normal course of business, from time to time, the Company and its affiliates are involved in judicial or regulatory proceedings, arbitration or mediation concerning matters arising in connection with the conduct of its businesses, including contractual and employment matters. In addition, United Kingdom, German, Hong Kong, Singapore, Canadian, Dubai and United States government agencies and self-regulatory organizations, as well as state securities commissions in the United States, conduct periodic examinations and initiate administrative proceedings regarding the Company's business, including, among other matters, accounting and operational matters, that can result in censure, fine, the issuance of cease-and-desist orders or the suspension or expulsion of a broker-dealer, investment advisor, or its directors, officers or employees. In view of the inherent difficulty of determining whether any loss in connection with such matters is probable and whether the amount of such loss can be reasonably estimated, particularly in cases where claimants seek substantial or indeterminate damages or where investigations and proceedings are in the early stages, the Company cannot estimate the amount of such loss or range of loss, if any, related to such matters, how or if such matters will be resolved, when they will ultimately be resolved, or what the eventual settlement, fine, penalty or other relief, if any, might be. Subject to the foregoing, the Company believes, based on current knowledge and after consultation with counsel, that it is not currently party to any material pending proceedings, individually or in the aggregate, the resolution of which would have a material effect on the Company. Provisions for losses are established in accordance with Accounting Standards Codification ("ASC") 450, "*Contingencies*" when warranted. Once established, such provisions are adjusted when there is more information available or when an event occurs requiring a change.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

Evercore Class A Common Stock

Our Class A common stock is listed on the NYSE and is traded under the symbol "EVR." At the close of business on February 12, 2025, there were 34 Class A common stockholders of record. This is not the actual number of beneficial owners of the Company's common stock, as shares are held in "street name" by brokers and others on behalf of individual owners.

There is no trading market for the Evercore Inc. Class B common stock. As of February 12, 2025, there were 46 holders of record of the Class B common stock.

Dividend Policy

The Company paid quarterly cash dividends of $0.80 per share of Class A common stock for the quarters ended December 31, 2024, September 30, 2024 and June 30, 2024, $0.76 per share for the quarters ended March 31, 2024, December 31, 2023, September 30, 2023 and June 30, 2023 and $0.72 per share for the quarter ended March 31, 2023.

We pay dividend equivalents, in the form of deferred cash dividends or unvested RSU awards, concurrently with the payment of dividends to the holders of Class A common shares, on all unvested and vested RSU grants. The dividend equivalents have the same vesting and delivery terms as the underlying RSU award.

The declaration and payment of any future dividends will be at the sole discretion of our Board of Directors. Our Board of Directors will take into account: general economic and business conditions; our financial condition and operating results; our available cash and current and anticipated cash needs; capital requirements; contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including Evercore LP) to us; and such other factors as our Board of Directors may deem relevant.

We are a holding company and have no material assets other than our ownership of partnership units of Evercore LP. We intend to cause Evercore LP to make distributions to us in an amount sufficient to cover dividends, if any, declared by us and tax distributions. If Evercore LP makes such distributions, the limited partners of Evercore LP may be entitled to receive equivalent distributions from Evercore LP on their partnership units.

Recent Sales of Unregistered Securities

None

Share Repurchases for the period January 1, 2024 through December 31, 2024

2024	Total Number of Shares (or Units) Purchased(1)	Average Price Paid Per Share(2)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs(3)	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs(3)
January 1 to January 31	9,470	$ 165.25	—	5,575,169
February 1 to February 29	1,473,367	177.09	553,588	5,021,581
March 1 to March 31	4,352	187.12	—	5,021,581
Total January 1 to March 31	1,487,189	$ 177.04	553,588	5,021,581
April 1 to April 30	137,713	$ 183.99	135,910	4,885,671
May 1 to May 31	147,667	188.63	132,290	4,753,381
June 1 to June 30	4,963	200.71	—	4,753,381
Total April 1 to June 30	290,343	$ 186.63	268,200	4,753,381
July 1 to July 31	159,671	$ 244.89	144,562	4,608,819
August 1 to August 31	261,705	230.39	252,190	4,356,629
September 1 to September 30	4,116	244.15	—	4,356,629
Total July 1 to September 30	425,492	$ 235.96	396,752	4,356,629
October 1 to October 31	96,614	$ 264.50	94,355	4,262,274
November 1 to November 30	678	270.01	—	4,262,274
December 1 to December 31	10,860	309.51	—	4,262,274
Total October 1 to December 31	108,152	$ 269.06	94,355	4,262,274
Total January 1 to December 31	2,311,176	$ 193.40	1,312,895	4,262,274

(1) Includes the repurchase of 933,601, 22,143, 28,740 and 13,797 shares in treasury transactions arising from net settlement of equity awards to satisfy minimum tax obligations during the three months ended March 31, 2024, June 30, 2024, September 30, 2024 and December 31, 2024, respectively.

(2) Excludes excise tax levied on share repurchases, net of issuances.

(3) On February 22, 2022, our Board of Directors authorized (in addition to the net settlement of equity awards) the repurchase of Class A common stock ("Class A Shares") and/or LP Units so that from that date forward, we are able to repurchase an aggregate of the lesser of $1.4 billion worth of Class A Shares and/or LP Units and 10.0 million Class A Shares and/or LP Units. Under this share repurchase program, shares may be repurchased from time to time in open market transactions, in privately-negotiated transactions or otherwise. The timing and the actual amount of shares repurchased will depend on a variety of factors, including legal requirements, price and economic and market conditions. This program may be suspended or discontinued at any time and does not have a specified expiration date.

Information relating to compensation plans under which the Company's equity securities are authorized for issuance is set forth in Part III, Item 12 of this report.

Item 6. **[Reserved]**

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with Evercore Inc.'s consolidated financial statements and the related notes included elsewhere in this Form 10-K.

Key Financial Measures

Revenue

Total revenues reflect revenues from our Investment Banking & Equities and Investment Management business segments that include fees for services, transaction-related client reimbursements and other revenue. Net revenues reflect total revenues less interest expense.

Investment Banking & Equities. Our Investment Banking & Equities segment earns fees from its clients for providing advice on mergers, acquisitions, divestitures, capital raising, leveraged buyouts, liability management and restructurings, private funds advisory and private capital markets services, activism and defense and similar corporate finance matters, and from underwriting and private placement activities, as well as commissions, fees and principal revenues from research and sales and trading activities. The amount and timing of the fees paid vary by the type of engagement or services provided. In general, advisory fees are paid at the time we sign an engagement letter, during the course of the engagement or when an engagement is completed. The majority of our revenue consists of advisory fees for which realizations are dependent on the successful completion of client transactions. A transaction can fail to be completed for many reasons which are outside of our control, including failure of parties to agree upon final terms with the counterparty, to secure necessary board or shareholder approvals, to secure necessary financing, to achieve necessary regulatory approvals, or due to adverse market conditions. In the case of bankruptcy engagements, fees may be subject to court approval. Underwriting fees are recognized when the offering has been deemed to be completed and placement fees are generally recognized at the time of the client's acceptance of capital or capital commitments. Commissions and Related Revenue includes commissions, which are recorded on a trade-date basis or, in the case of payments under commission sharing arrangements, on the date earned. Commissions and Related Revenue also includes subscription fees for the sale of research, as well as revenues from trades primarily executed on a riskless principal basis. Cash received before the subscription period ends is initially recorded as deferred revenue (a contract liability) and recognized as revenue over the remaining subscription period.

Revenue trends in our advisory business generally are correlated to the volume of M&A activity, restructuring activity, which generally tends to be counter-cyclical to M&A, and capital advisory activity. Demand for these capabilities can vary in any given year or quarter for a number of reasons. For example, changes in our market share or the ability of our clients to close certain large transactions can cause our revenue results to diverge from the level of overall M&A, restructuring or capital advisory activity. Revenue trends in our equities business are correlated, in part, to market volumes, which generally decrease in periods of low market volatility or unfavorable market or economic conditions. See "Liquidity and Capital Resources" below for further information.

Investment Management. Our Investment Management segment includes operations related to the Wealth Management business and interests in private equity funds which we do not manage. Revenue sources primarily include management fees, fiduciary fees and gains (or losses) on our investments.

Management fees for third party clients generally represent a percentage of AUM. Fiduciary fees, which are generally a function of the size and complexity of each engagement, are individually negotiated. Gains and losses include both realized and unrealized gains and losses on principal investments, including those arising from our equity interest in investment partnerships.

Transaction-Related Client Reimbursements. In our Investment Banking & Equities segment, we incur various transaction-related expenditures, such as travel expenses and professional fees, in the course of performing our services. Pursuant to the engagement letters with our advisory clients, these expenditures may be reimbursable. We define these expenses, which are associated with revenue activities earned over time, as transaction-related expenses and record such expenditures as incurred and record revenue when it is determined that clients have an obligation to reimburse us for such transaction-related expenses. Client expense reimbursements are recorded as revenue on the Consolidated Statements of Operations on the later of the date an engagement letter is executed or the date we pay or accrue the expense.

Other Revenue and Interest Expense. Other Revenue includes the following:

- Interest income, including accretion, and income (losses) on investment securities, including our investment funds (which are used as an economic hedge against our deferred cash compensation program), certificates of deposit, cash and cash equivalents and long-term accounts receivable
- Gains on the sale of our interests in ABS in 2024 and 2022. See Note 10 to our consolidated financial statements for further information
- A loss related to the release of cumulative foreign exchange losses resulting from the redemption of our interest in Luminis in 2024. See Note 10 to our consolidated financial statements for further information
- Gains (losses) resulting from foreign currency exchange rate fluctuations and foreign currency exchange forward contracts used as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments
- Realized and unrealized gains and losses on interests in private equity funds which we do not manage
- Adjustments to amounts due pursuant to our tax receivable agreement, subsequent to its initial establishment, related to changes in enacted tax rates

Interest Expense includes interest expense associated with our Notes Payable and lines of credit.

Expenses

Employee Compensation and Benefits. We include all payments for services rendered by our employees, as well as profits interests in our businesses that have been accounted for as compensation, in employee compensation and benefits expense.

We maintain compensation programs, including base salary, cash, deferred cash and equity bonus awards and benefits programs and manage compensation to estimates of competitive levels based on market conditions and performance. Our level of compensation, including deferred compensation, reflects our plan to maintain competitive compensation levels to retain key personnel, and it reflects the impact of newly-hired senior professionals upon their start date, including related grants of equity and other awards, which are generally valued at their grant date and recorded in employee compensation and benefits expense over the requisite service period.

Increasing the number of high-caliber, experienced senior level employees is critical to our growth efforts. See Item 1. "Business" for further information. In our advisory businesses, these hires, which begin their service throughout any given year, generally do not begin to generate significant revenue in the year they are hired.

Our annual compensation program includes share-based compensation awards and deferred cash awards as a component of the annual bonus awards for certain employees. These awards, the amount granted of which is a function of performance and market conditions, are generally subject to annual vesting requirements over a four-year period beginning at the date of grant, which occurs in the first quarter of each year; accordingly, the expense is generally amortized over the stated vesting period, subject to retirement eligibility. With respect to annual awards, our retirement eligibility criteria generally stipulates that an employee is eligible for retirement if the employee has at least five years of continuous service, is at least 55 years of age and has a combined age and years of service of at least 65 years, or if an employee has at least 10 years of continuous service and is at least 60 years of age. Retirement eligibility allows for continued vesting of awards after employees depart from the Company, provided they give the minimum advance notice, which is generally six months to one year and comply with certain post-termination obligations.

We estimate forfeitures in the aggregate compensation cost to be amortized over the requisite service period of the awards. We periodically monitor our estimated forfeiture rate and adjust our assumptions to the actual occurrence of forfeited awards. A change in estimated forfeitures is recognized through a cumulative adjustment in the period of the change.

In January 2022, 2023 and 2024, our Board of Directors approved the issuance of Class L Interests of Evercore LP ("Class L Interests") to certain of our named executive officers, pursuant to which the named executive officers receive a discretionary distribution of profits from Evercore LP, paid in the first quarters of 2023, 2024 and 2025, respectively. Distributions pursuant to these interests are made in lieu of any cash incentive compensation payments which may otherwise have been made to our named executive officers in respect of their service for 2022, 2023 and 2024, respectively. Following the distributions, the Class

L Interests are cancelled pursuant to their terms. We record expense equal to the amount of these distributions in Employee Compensation and Benefits on the Consolidated Statements of Operations and reflect accrued liabilities related to these distributions in Accrued Compensation and Benefits on the Consolidated Statements of Financial Condition.

In January 2025, our Board of Directors approved the issuance of Class L Interests to certain of our named executive officers, pursuant to which the named executive officers may receive a discretionary distribution of profits from Evercore LP, to be paid in the first quarter of 2026. Distributions pursuant to these interests are anticipated to be made in lieu of any cash incentive compensation payments which may otherwise have been made to our named executive officers in respect of their service for 2025.

Our Long-term Incentive Plans provide for incentive compensation awards for Investment Banking Senior Managing Directors, excluding executive officers, who exceed defined benchmark results over four-year performance periods beginning January 1, 2017 (the "2017 Long-term Incentive Plan", which ended on December 31, 2020) and January 1, 2021 (the "2021 Long-term Incentive Plan", which ended on December 31, 2024). The vesting period for the 2017 Long-term Incentive Plan ended on March 15, 2023 and in conjunction with this plan we made cash distributions in 2023, 2022 and 2021. Amounts accrued pursuant to the 2021 Long-term Incentive Plan may be paid, in cash or Class A Shares, at our discretion, in the first quarter of 2025, 2026 and 2027, subject to employment at the time of payment. We periodically assess the probability of the benchmarks being achieved and expense the probable payout over the requisite service period of the award.

We intend to issue a new Long-term Incentive Plan in 2025.

From time to time, we also grant incentive awards to certain individuals which include both performance and service-based vesting requirements and, in certain awards, market-based requirements. These include Class I-P Units of Evercore LP ("Class I-P Units"), Class K-P Units of Evercore LP ("Class K-P Units") and certain RSU awards. In March 2022, the Class I-P Units converted to Class I LP Units. See Note 18 to our consolidated financial statements for further information.

We believe that the ratio of Employee Compensation and Benefits Expense to Net Revenues is an important measure to assess the annual cost of compensation relative to performance and provides a meaningful basis for comparison of compensation and benefits expense between present, historical and future years.

Non-Compensation. Our Non-Compensation expenses include costs for occupancy and equipment rental, professional fees, travel and related expenses, communications and information technology services, depreciation and amortization, execution, clearing and custody fees and other operating expenses.

Special Charges, Including Business Realignment Costs. Special Charges, Including Business Realignment Costs, reflect the following:

- *2024* – Expenses related to the write-off of the remaining carrying value of our investment in Luminis in connection with the redemption of our interest
- *2023* – Expenses related to the write-off of non-recoverable assets in connection with the wind-down of our operations in Mexico
- *2022* – Expenses related to charges associated with the prepayment of our 5.23% Series B senior notes originally due March 30, 2023 (the "Series B Notes"), as well as certain professional fees, separation benefits and other charges related to the wind-down of our operations in Mexico

Income from Equity Method Investments

Our share of the income (loss) from our equity interests in Atalanta Sosnoff, Seneca Evercore, ABS (through July 2024) and Luminis (through September 2024) are included within Income from Equity Method Investments, as a component of Income Before Income Taxes, on the Consolidated Statements of Operations. See Note 10 to our consolidated financial statements for further information.

Provision for Income Taxes

We account for income taxes in accordance with ASC 740, *"Income Taxes"* ("ASC 740"), which requires the recognition of tax benefits or expenses on temporary differences between the financial reporting and tax basis of our assets and liabilities. Excess tax benefits and deficiencies associated with the appreciation or depreciation in our share price upon vesting of employee share-based awards above or below the original grant price are recognized in our Provision for Income Taxes. In

addition, net deferred tax assets are impacted by changes to statutory tax rates in the period of enactment. See Note 21 to our consolidated financial statements for further information.

Noncontrolling Interest

We record noncontrolling interest relating to the ownership interests of certain of our current and former Senior Managing Directors and other officers and their estate planning vehicles in Evercore LP, as well as the portions of our operating subsidiaries not owned by Evercore. Evercore Inc. is the sole general partner of Evercore LP and has a majority economic interest in Evercore LP. As a result, Evercore Inc. consolidates Evercore LP and records a noncontrolling interest for the economic interest in Evercore LP held by the limited partners.

We generally allocate net income or loss to participating noncontrolling interests held at Evercore LP and at the operating entity level, where required, by multiplying the relative ownership interest of the noncontrolling interest holders for the period by the net income or loss of the entity to which the noncontrolling interest relates. In circumstances where the governing documents of the entity to which the noncontrolling interest relates require special allocations of profits or losses to the controlling and noncontrolling interest holders, the net income or loss of these entities is allocated based on these special allocations. See Note 16 to our consolidated financial statements for further information.

Results of Operations

The following is a discussion of our results of operations for the years ended December 31, 2024 and 2023. For a more detailed discussion of the factors that affected the revenue and operating expenses of our Investment Banking & Equities and Investment Management business segments in these periods, see the discussion in "Business Segments" below.

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
	(dollars and share amounts in thousands, except per share data)				
Revenues					
Investment Banking & Equities:					
Advisory Fees	$ 2,440,605	$ 1,963,857	$ 2,392,990	24 %	(18 %)
Underwriting Fees	157,067	111,016	122,596	41 %	(9 %)
Commissions and Related Revenue	214,045	202,789	206,207	6 %	(2 %)
Asset Management and Administration Fees	79,550	67,041	64,483	19 %	4 %
Other Revenue, Including Interest and Investments	105,094	97,963	(7,378)	7 %	NM
Total Revenues	2,996,361	2,442,666	2,778,898	23 %	(12 %)
Interest Expense	16,768	16,717	16,850	— %	(1 %)
Net Revenues	2,979,593	2,425,949	2,762,048	23 %	(12 %)
Expenses					
Employee Compensation and Benefits	1,974,036	1,656,875	1,697,519	19 %	(2 %)
Non-Compensation[(1)]	471,338	407,018	365,361	16 %	11 %
Special Charges, Including Business Realignment Costs	7,305	2,921	3,126	150 %	(7 %)
Total Expenses	2,452,679	2,066,814	2,066,006	19 %	— %
Income Before Income from Equity Method Investments and Income Taxes	526,914	359,135	696,042	47 %	(48 %)
Income from Equity Method Investments	6,231	6,655	7,999	(6 %)	(17 %)
Income Before Income Taxes	533,145	365,790	704,041	46 %	(48 %)
Provision for Income Taxes	115,408	80,567	172,626	43 %	(53 %)
Net Income	417,737	285,223	531,415	46 %	(46 %)
Net Income Attributable to Noncontrolling Interest	39,458	29,744	54,895	33 %	(46 %)
Net Income Attributable to Evercore Inc.	$ 378,279	$ 255,479	$ 476,520	48 %	(46 %)
Diluted Weighted Average Shares of Class A Common Stock Outstanding	41,646	40,099	41,037	4 %	(2 %)
Diluted Net Income Per Share Attributable to Evercore Inc. Common Shareholders	$ 9.08	$ 6.37	$ 11.61	43 %	(45 %)

(1) Non-Compensation expenses are as follows:

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
	(dollars in thousands)				
Non-Compensation					
Occupancy and Equipment Rental	$ 90,953	$ 84,329	$ 78,437	8 %	8 %
Professional Fees	135,726	108,801	108,288	25 %	— %
Travel and Related Expenses	79,446	64,527	50,183	23 %	29 %
Communications and Information Services	81,474	71,603	62,642	14 %	14 %
Depreciation and Amortization	24,468	24,348	27,713	— %	(12 %)
Execution, Clearing and Custody Fees	13,211	12,275	10,345	8 %	19 %
Other Operating Expenses	46,060	41,135	27,753	12 %	48 %
Total Non-Compensation	$ 471,338	$ 407,018	$ 365,361	16 %	11 %

2024 versus 2023

Net Income Attributable to Evercore Inc. was $378.3 million in 2024, an increase of $122.8 million, or 48%, compared to $255.5 million in 2023. The changes in our operating results during these years are described below.

Net Revenues were $2.98 billion in 2024, an increase of $553.6 million, or 23%, versus Net Revenues of $2.43 billion in 2023. Advisory Fees increased $476.7 million, or 24%, Underwriting Fees increased $46.1 million, or 41%, and Commissions and Related Revenue increased $11.3 million, or 6%, compared to 2023. Asset Management and Administration Fees increased $12.5 million, or 19%, compared to 2023. See "Business Segments" and "Liquidity and Capital Resources" below for further information.

Other Revenue, Including Interest and Investments, was $105.1 million in 2024, an increase of $7.1 million, or 7%, versus $98.0 million in 2023, primarily reflecting higher interest income, as well as higher performance of our investment funds portfolio. The investment funds portfolio is used as an economic hedge against our deferred cash compensation program.

Employee Compensation and Benefits Expense was $1.97 billion in 2024, an increase of $317.2 million, or 19%, versus $1.66 billion in 2023. The increase in the amount of compensation recognized in 2024 principally reflects a higher accrual for incentive compensation, higher base salaries and higher compensation expense related to senior new hires. As a result of the factors noted above, Employee Compensation and Benefits Expense as a percentage of Net Revenues was 66.3% in 2024, compared to 68.3% in 2023.

Non-compensation expenses were $471.3 million in 2024, an increase of $64.3 million, or 16%, versus $407.0 million in 2023. The increase was primarily driven by an increase in professional fees and travel and related expenses, largely due to higher levels of business activity and increased headcount, as well as an increase in communications and information services, principally reflecting higher expenses associated with license fees and research services in 2024. The increase was also driven by an increase in occupancy and rental expense, primarily related to an increase in office space in New York. Non-Compensation expenses per employee were approximately $204.5 thousand for 2024, versus $186.3 thousand for 2023, a 10% increase.

Special Charges, Including Business Realignment Costs, of $7.3 million in 2024 related to the write-off of the remaining carrying value of our investment in Luminis in connection with the redemption of our interest. See Note 10 to our consolidated financial statements for further information. Special Charges, Including Business Realignment Costs, of $2.9 million in 2023 related to the write-off of non-recoverable assets in connection with the wind-down of our operations in Mexico.

Income from Equity Method Investments was $6.2 million in 2024, a decrease of $0.4 million, or 6%, versus $6.7 million in 2023, reflecting the sale of the remaining portion of our interest in ABS in 2024. This decrease was partially offset by higher earnings from Atalanta Sosnoff, Luminis and Seneca Evercore in 2024. See Note 10 to our consolidated financial statements for further information.

The provision for income taxes in 2024 was $115.4 million, which reflected an effective tax rate of 21.6%. The provision for income taxes in 2023 was $80.6 million, which reflected an effective tax rate of 22.0%. The provision for income taxes in

2024 and 2023 principally reflects the net impact associated with the appreciation in our share price upon vesting of employee share-based awards above the original grant price of $35.1 million and $13.7 million, respectively, which resulted in a reduction in the effective tax rate of 6.6 and 3.7 percentage points in 2024 and 2023, respectively. This was partially offset by an increase in non-deductible expenses and state and local apportionment adjustments.

Net Income Attributable to Noncontrolling Interest was $39.5 million in 2024, compared to $29.7 million in 2023. The increase in Net Income Attributable to Noncontrolling Interest primarily reflects higher income at both Evercore LP and EWM in 2024. See Note 16 to our consolidated financial statements for further information.

For a discussion of 2023 versus 2022, refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations" in our Form 10-K for the year ended December 31, 2023.

Impairment of Assets

Goodwill

At both November 30, 2024 and 2023, in accordance with ASC 350, *"Intangibles - Goodwill and Other"* ("ASC 350"), we performed our annual Goodwill impairment assessment with respect to each of our reporting units and concluded that the fair value of our reporting units substantially exceeded their carrying values.

For a discussion of 2022, refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Impairment of Assets" in our Form 10-K for the year ended December 31, 2023.

Other Assets

We recorded no impairment charges for the years ended December 31, 2024 and 2023. For a discussion of 2022, refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Impairment of Assets" in our Form 10-K for the year ended December 31, 2023.

Business Segments

The following data presents revenue, expenses and contributions from our equity method investments by business segment.

Investment Banking & Equities

The following table summarizes the operating results of the Investment Banking & Equities segment.

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
	(dollars in thousands)				
Revenues					
Investment Banking & Equities:					
Advisory Fees	$ 2,440,605	$ 1,963,857	$ 2,392,990	24 %	(18 %)
Underwriting Fees	157,067	111,016	122,596	41 %	(9 %)
Commissions and Related Revenue	214,045	202,789	206,207	6 %	(2 %)
Other Revenue, net[1][2]	86,772	78,281	(25,668)	11 %	NM
Net Revenues	2,898,489	2,355,943	2,696,125	23 %	(13 %)
Expenses					
Employee Compensation and Benefits	1,927,928	1,617,449	1,658,076	19 %	(2 %)
Non-Compensation[4]	456,257	393,308	351,837	16 %	12 %
Special Charges, Including Business Realignment Costs	7,305	2,921	3,126	150 %	(7 %)
Total Expenses	2,391,490	2,013,678	2,013,039	19 %	— %
Operating Income	506,999	342,265	683,086	48 %	(50 %)
Income from Equity Method Investments[3]	1,073	620	1,217	73 %	(49 %)
Pre-Tax Income	$ 508,072	$ 342,885	$ 684,303	48 %	(50 %)

(1) Includes interest expense on Notes Payable and lines of credit of $16.8 million, $16.7 million and $16.9 million for the years ended December 31, 2024, 2023 and 2022, respectively.

(2) Includes a loss of $0.7 million for the year ended December 31, 2024, related to the release of cumulative foreign exchange losses resulting from the redemption of our interest in Luminis.

(3) Equity in Seneca Evercore and Luminis (through September 2024) is classified within Income from Equity Method Investments.

(4) Non-Compensation expenses are as follows:

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
	(dollars in thousands)				
Non-Compensation					
Occupancy and Equipment Rental	$ 88,604	$ 82,180	$ 76,317	8 %	8 %
Professional Fees	130,397	104,099	103,378	25 %	1 %
Travel and Related Expenses	78,519	63,798	49,588	23 %	29 %
Communications and Information Services	78,555	68,937	60,181	14 %	15 %
Depreciation and Amortization	24,141	23,943	26,976	1 %	(11 %)
Execution, Clearing and Custody Fees	11,487	10,724	8,813	7 %	22 %
Other Operating Expenses	44,554	39,627	26,584	12 %	49 %
Total Non-Compensation	$ 456,257	$ 393,308	$ 351,837	16 %	12 %

The following table summarizes Evercore statistics for the years ended December 31, 2024, 2023 and 2022.

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
Evercore Statistics					
Total Number of Fees From Advisory and Underwriting Client Transactions[1]	748	666	651	12 %	2 %
Total Number of Fees of at Least $1 million from Advisory and Underwriting Client Transactions[1]	457	378	409	21 %	(8 %)
Total Number of Underwriting Transactions[1]	65	47	49	38 %	(4 %)
Total Number of Underwriting Transactions as a Bookrunner[1]	55	43	44	28 %	(2 %)

(1) Includes Equity and Debt Underwriting Transactions. Our Advisory statistics include M&A activity as well as other advisory assignments undertaken by the firm. See Item 1. "Business" in this Form 10-K for a description of Evercore's Investment Banking capabilities.

Investment Banking & Equities Results of Operations

2024 versus 2023

Net Revenues were $2.90 billion in 2024, an increase of $542.5 million, or 23%, versus $2.36 billion in 2023. The increase in revenues from 2023 was primarily driven by an increase of $476.7 million, or 24%, in Advisory Fees, reflecting an increase in revenue earned from large transactions and an increase in the number of advisory fees earned during 2024 across both M&A and non-M&A assignments. Underwriting Fees increased $46.1 million, or 41%, compared to 2023, reflecting an increase in the number of transactions we participated in during 2024. Commissions and Related Revenue increased $11.3 million, or 6%, compared to 2023, primarily reflecting higher trading commissions and subscription fees. Other Revenue, net, increased $8.5 million, or 11%, compared to 2023, primarily reflecting higher interest income, as well as higher performance of our investment funds portfolio. The investment funds portfolio is used as an economic hedge against our deferred cash compensation program.

Employee Compensation and Benefits Expense was $1.93 billion in 2024, an increase of $310.5 million, or 19%, versus $1.62 billion in 2023. The increase in the amount of compensation recognized in 2024 principally reflects a higher accrual for incentive compensation, higher base salaries and higher compensation expense related to senior new hires.

Non-compensation expenses were $456.3 million in 2024, an increase of $62.9 million, or 16%, versus $393.3 million in 2023. Non-compensation expenses increased from the prior year, primarily driven by an increase in professional fees and travel and related expenses, largely due to higher levels of business activity and increased headcount, as well as an increase in communications and information services, principally reflecting higher expenses associated with license fees and research services in 2024.

Special Charges, Including Business Realignment Costs, of $7.3 million in 2024 related to the write-off of the remaining carrying value of our investment in Luminis in connection with the redemption of our interest. See Note 10 to our consolidated financial statements for further information. Special Charges, Including Business Realignment Costs, of $2.9 million in 2023 related to the write-off of non-recoverable assets in connection with the wind-down of our operations in Mexico.

For a discussion of 2023 versus 2022, refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations" in our Form 10-K for the year ended December 31, 2023.

Investment Management

The following table summarizes the operating results of the Investment Management segment.

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
	(dollars in thousands)				
Revenues					
Asset Management and Administration Fees:					
Wealth Management	$ 79,550	$ 67,041	$ 64,483	19 %	4 %
Other Revenue, net[1]	1,554	2,965	1,440	(48 %)	106 %
Net Revenues	81,104	70,006	65,923	16 %	6 %
Expenses					
Employee Compensation and Benefits	46,108	39,426	39,443	17 %	— %
Non-Compensation[3]	15,081	13,710	13,524	10 %	1 %
Total Expenses	61,189	53,136	52,967	15 %	— %
Operating Income	19,915	16,870	12,956	18 %	30 %
Income from Equity Method Investments[2]	5,158	6,035	6,782	(15 %)	(11 %)
Pre-Tax Income	$ 25,073	$ 22,905	$ 19,738	9 %	16 %

(1) Includes gains of $0.6 million and $1.3 million for the years ended December 31, 2024 and 2022, respectively, resulting from the sale of our interests in ABS.

(2) Equity in Atalanta Sosnoff and ABS (through July 2024) is classified as Income from Equity Method Investments.

(3) Non-Compensation expenses are as follows:

	For the Years Ended December 31,			Change	
	2024	2023	2022	2024 v. 2023	2023 v. 2022
	(dollars in thousands)				
Non-Compensation					
Occupancy and Equipment Rental	$ 2,349	$ 2,149	$ 2,120	9 %	1 %
Professional Fees	5,329	4,702	4,910	13 %	(4 %)
Travel and Related Expenses	927	729	595	27 %	23 %
Communications and Information Services	2,919	2,666	2,461	9 %	8 %
Depreciation and Amortization	327	405	737	(19 %)	(45 %)
Execution, Clearing and Custody Fees	1,724	1,551	1,532	11 %	1 %
Other Operating Expenses	1,506	1,508	1,169	— %	29 %
Total Operating Expenses	$ 15,081	$ 13,710	$ 13,524	10 %	1 %

Investment Management Results of Operations

Our Investment Management segment includes the following:

- Wealth Management – conducted through EWM and ETC. Fee-based revenues from EWM are primarily earned on a percentage of AUM, while ETC primarily earns fees from negotiated trust services.
- Private Equity – conducted through our investment interests in private equity funds. We maintain a limited partner's interest in Glisco Partners II, L.P. ("Glisco II"), Glisco Partners III, L.P. ("Glisco III") and Glisco Capital Partners IV, L.P. ("Glisco IV", and together with Glisco II and Glisco III, the "Glisco Funds"), as well as Glisco Manager Holdings LP and the general partners of the Glisco Funds. We receive our portion of the management fees earned by Glisco Partners Inc. ("Glisco") from Glisco Manager Holdings LP. We are passive investors and do not participate in the management of any Glisco sponsored funds. We are also passive investors in Trilantic Capital Partners Associates IV, L.P. and Trilantic Capital Partners V, L.P. In the event the private equity funds perform below certain thresholds, we may be obligated to repay certain carried interest previously distributed. As of December 31, 2024, there was no previously distributed carried interest received from the funds subject to repayment.
- We also hold interests in Atalanta Sosnoff and ABS (through July 2024) that are accounted for under the equity method of accounting. The results of these investments are included within Income from Equity Method Investments. During 2024 and 2022, we sold our interests in ABS. See Note 10 to our consolidated financial statements for further information.

Assets Under Management

AUM in our Wealth Management business of $13.9 billion at December 31, 2024 increased $1.6 billion, or 13%, compared to $12.3 billion at December 31, 2023. The amounts of AUM presented in the table below reflect the fair value of assets which we manage on behalf of Wealth Management clients. As defined in ASC 820, *"Fair Value Measurements and Disclosures"* ("ASC 820"), valuations performed for Level 1 investments are based on quoted prices obtained from active markets generated by third parties and Level 2 investments are valued through the use of models based on either direct or indirect observable inputs or other valuation methodologies performed by third parties to determine fair value. For both the Level 1 and Level 2 investments, we obtain both active quotes from nationally recognized exchanges and third-party pricing services to determine market or fair value quotes, respectively. For Level 3 investments, pricing inputs are unobservable for the investment and includes situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Wealth Management maintained 77% and 76% of Level 1 investments, 19% and 20% of Level 2 investments and 4% and 4% of Level 3 investments as of December 31, 2024 and 2023, respectively.

The fees that we receive for providing investment advisory and management services are primarily driven by the level and composition of AUM. Accordingly, client flows, market movements, and changes in our product mix will impact the level of management fees we receive from our Wealth Management business. Fees vary with the type of assets managed and the channel in which they are managed, with higher fees earned on equity assets and alternative investment funds, such as hedge funds and private equity funds, and lower fees earned on fixed income and cash management products. Clients will increase or reduce the aggregate amount of AUM that we manage for a number of reasons, including changes in the level of assets that they have available for investment purposes, their overall asset allocation strategy, our relative performance versus competitors offering similar investment products and the quality of our service. The fees we earn are also impacted by our investment performance, as the appreciation or depreciation in the value of the assets that we manage directly impacts our fees.

The following table summarizes AUM activity for Wealth Management for the years ended December 31, 2024 and 2023:

		(dollars in millions)
Balance at December 31, 2022	$	10,537
Inflows		965
Outflows		(1,000)
Market Appreciation		1,770
Balance at December 31, 2023	$	12,272
Inflows		1,241
Outflows		(1,043)
Market Appreciation		1,428
Balance at December 31, 2024	$	13,898
Unconsolidated Affiliates - Balance at December 31, 2024:		
Atalanta Sosnoff	$	8,498

The following table represents the composition of AUM for Wealth Management as of December 31, 2024:

Equities	66 %
Fixed Income	19 %
Liquidity[(1)]	10 %
Alternatives	5 %
Total	100 %

(1) Includes cash, cash equivalents and U.S. Treasury securities.

Our Wealth Management business serves individuals, families and related institutions delivering customized investment management, financial planning, and trust and custody services. Investment portfolios are tailored to meet the investment objectives of individual clients and reflect a blend of equity, fixed income and other products. Fees charged to clients reflect the

composition of the assets managed and the services provided. Investment performance in the Wealth Management business is measured against appropriate indices based on the composition of AUM, most frequently the S&P 500 and a composite fixed income index principally reflecting BarCap and MSCI indices.

In 2024, AUM for Wealth Management increased 13%, reflecting an 11% increase due to market appreciation and a 2% increase due to flows. Performance for 2024 reflected:

- Wealth Management lagged the S&P 500 on a 1 and 3-year basis by approximately 11% and 5%, respectively
- Wealth Management outperformed the fixed income composite on a 1 and 3-year basis by approximately 1% and 0.5%, respectively
- The S&P 500 was up approximately 25% and the fixed income composite was down approximately 0.2%

In 2023, AUM for Wealth Management increased 16%, primarily reflecting an increase due to market appreciation. Performance for 2023 reflected:

- Wealth Management outperformed the S&P 500 on a 1-year basis by approximately 2% and lagged the S&P 500 on a 3-year basis by approximately 1%
- Wealth Management lagged the fixed income composite on a 1-year basis by approximately 0.1% and outperformed the fixed income composite on a 3-year basis by approximately 0.1%
- The S&P 500 and fixed income composite were up approximately 26% and 4%, respectively, compared to the prior year

AUM from our unconsolidated affiliates decreased 41% compared to December 31, 2023, reflecting the sale of our remaining interest in ABS during 2024. This decrease was partially offset by an increase in Atalanta Sosnoff, which increased 14% compared to December 31, 2023.

2024 versus 2023

Net Revenues were $81.1 million in 2024, an increase of $11.1 million, or 16%, versus $70.0 million in 2023. Asset Management and Administration Fees earned from the management of Wealth Management client portfolios increased $12.5 million, or 19%, from 2023, as associated AUM increased 13%, primarily from market appreciation.

Employee Compensation and Benefits Expense was $46.1 million in 2024, an increase of $6.7 million, or 17%, versus $39.4 million in 2023, primarily reflecting a higher accrual for incentive compensation.

Non-Compensation expenses were $15.1 million in 2024, an increase of $1.4 million, or 10%, versus $13.7 million in 2023, primarily driven by an increase in professional fees and communications and information services, as well as an increase in travel and related expenses in 2024.

Income from Equity Method Investments decreased $0.9 million, or 15%, from 2023, driven by the sale of the remaining portion of our interest in ABS in 2024. This decrease was partially offset by higher earnings from Atalanta Sosnoff in 2024. See Note 10 to our consolidated financial statements for further information.

For a discussion of 2023 versus 2022, refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations" in our Form 10-K for the year ended December 31, 2023.

Cash Flows

Our operating cash flows are primarily influenced by the timing and receipt of fees and the payment of operating expenses, including incentive compensation to our employees and interest expense on our Notes Payable and lines of credit, and the payment of income taxes. Advisory and Underwriting fees are generally collected within 90 days of invoice. Placement fees are generally collected within 180 days of invoice and a portion of certain fees primarily related to private funds capital raising and the private capital businesses may be collected in a period exceeding one year. Commissions earned from our agency trading activities are generally received from our clearing broker within 11 days. Fees from our Wealth Management business are generally invoiced and collected within 90 days. We traditionally pay a substantial portion of incentive compensation during the first three months of each calendar year with respect to the prior year's results and prior years' deferred compensation. Likewise, payments to fund investments related to hedging our deferred cash compensation plans are generally funded in the first three months of each calendar year. Our investing and financing cash flows are primarily influenced by activities to invest

our cash in highly liquid securities or bank certificates of deposit, deploy capital to fund investments and acquisitions, raise capital through the issuance of stock or debt, repurchase of outstanding Class A Shares (including for the net settlement of RSUs), and/or noncontrolling interest in Evercore LP, as well as our other subsidiaries, payment of dividends and other periodic distributions to our stakeholders. We generally make dividend payments and other distributions on a quarterly basis. If required, we may periodically draw down on our lines of credit to balance the timing of our operating, investing and financing cash flow needs. A summary of our operating, investing and financing cash flows is as follows:

	For the Years Ended December 31,		
	2024	2023	2022
		(dollars in thousands)	
Cash Provided By (Used In)			
Operating activities:			
Net income	$ 417,737	$ 285,223	$ 531,415
Non-cash charges	595,250	527,724	561,678
Other operating activities	(24,836)	(354,993)	(561,717)
Operating activities	988,151	457,954	531,376
Investing activities	(67,431)	15,621	313,303
Financing activities	(628,552)	(557,231)	(735,568)
Effect of exchange rate changes	(15,545)	17,017	(24,281)
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	276,623	(66,639)	84,830
Cash, Cash Equivalents and Restricted Cash			
Beginning of Period	605,484	672,123	587,293
End of Period	$ 882,107	$ 605,484	$ 672,123

2024. Cash, Cash Equivalents and Restricted Cash were $882.1 million at December 31, 2024, an increase of $276.6 million versus Cash, Cash Equivalents and Restricted Cash of $605.5 million at December 31, 2023. Operating activities resulted in a net inflow of $988.2 million, primarily related to earnings. Cash of $67.4 million was used by investing activities, primarily related to net purchases of investment securities and certificates of deposit and purchases of equipment and leasehold improvements, partially offset by proceeds received from the sale of the remaining portion of our interest in ABS during 2024. Financing activities during the period used cash of $628.6 million, primarily for purchases of treasury stock (including for the net settlement of RSUs) and noncontrolling interests, the payment of dividends and distributions made to noncontrolling interest holders. Cash is also impacted due to the effect of foreign exchange rate fluctuation when translating non-U.S. currencies to U.S. Dollars.

2023. Cash, Cash Equivalents and Restricted Cash were $605.5 million at December 31, 2023, a decrease of $66.6 million versus Cash, Cash Equivalents and Restricted Cash of $672.1 million at December 31, 2022. Operating activities resulted in a net inflow of $458.0 million, primarily related to earnings, partially offset by the payment of 2022 bonus awards and deferred cash compensation, which contributed to a decrease to Accrued Compensation and Benefits on our Consolidated Statements of Financial Condition as of December 31, 2023. Cash of $15.6 million was provided by investing activities, primarily related to net proceeds from maturities of certificates of deposit, partially offset by net purchases of investment securities and equipment and leasehold improvements. Financing activities during the period used cash of $557.2 million, primarily for purchases of treasury stock (including for the net settlement of RSUs) and noncontrolling interests, the payment of dividends and distributions made to noncontrolling interest holders. Cash is also impacted due to the effect of foreign exchange rate fluctuation when translating non-U.S. currencies to U.S. Dollars.

For a discussion of 2022, refer to Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations – Cash Flows" in our Form 10-K for the year ended December 31, 2023.

Liquidity and Capital Resources

General

Our current assets principally include Cash and Cash Equivalents, Investment Securities and Certificates of Deposit, Accounts Receivable and contract assets, included in Other Current Assets, relating to revenues from our Investment Banking

& Equities and Investment Management segments. Our current liabilities principally include accrued expenses, accrued liabilities, accrued employee compensation and short-term borrowings. We traditionally have made payments for employee bonus awards and year-end distributions to partners in the first quarter of the year with respect to the prior year's results. In addition, payments in respect of deferred cash compensation arrangements and related investments are also made in the first quarter. From time to time, advances and/or commitments may also be granted to new employees at or near the date they begin employment, or to existing employees for the purpose of incentive or retention. Cash distributions related to partnership tax allocations are made to the partners of Evercore LP and certain other entities in accordance with our corporate estimated payment calendar; these payments are generally made quarterly. In addition, dividends on Class A Shares, and related distributions to partners of Evercore LP, are paid when and if declared by the Board of Directors, which is generally quarterly.

We regularly monitor our liquidity position, including cash, other significant working capital, current assets and liabilities, long-term liabilities, lease commitments and related fixed assets, principal investment commitments related to our Investment Management business, dividends on Class A Shares, partnership distributions and other capital transactions, as well as other matters relating to liquidity and compliance with capital requirements and restrictions of our regulated legal entities. Our liquidity is highly dependent on our revenue stream from our operations, principally from our Investment Banking & Equities segment, which is primarily a function of closing client transactions and earning success fees, the timing and realization of which is irregular and dependent upon factors that are not subject to our control. Our revenue stream funds the payment of our expenses, including annual bonus payments, a portion of which are guaranteed, deferred compensation arrangements, interest expense on our Notes Payable, lines of credit and other financing arrangements, as well as payments for income taxes. Payments made for income taxes may be reduced by deductions taken for the increase in tax basis of our investment in Evercore LP. Certain of these tax deductions, when realized, require payment under our long-term liability, Amounts Due Pursuant to Tax Receivable Agreements. We intend to fund these payments from cash and cash equivalents on hand, principally derived from cash flows from operations. These tax deductions, when realized, will result in cash otherwise required to satisfy tax obligations becoming available for other purposes. Our Management Committee meets regularly to monitor our liquidity and cash positions against our short and long-term obligations, as well as our capital requirements and commitments, including deferred compensation arrangements. The result of this review contributes to management's recommendation to the Board of Directors as to the level of quarterly dividend payments, if any.

As a financial services firm, our businesses are materially affected by conditions in the global financial markets and economic conditions throughout the world. Revenue generated by our advisory activities is related to the number and value of the transactions in which we are involved. In addition, revenue related to our equities business is driven by market volumes and institutional investor trends, such as the trend to passive investment strategies. During periods of unfavorable market or economic conditions - which may result from the current or anticipated impact of inflation, changes in the level of interest rates, changes in the availability of financing, supply chain disruptions, an evolving regulatory environment, climate change, extreme weather events or natural disasters, the emergence or continuation of widespread health emergencies or pandemics, cyberattacks or campaigns, military conflict, including escalating international tensions, terrorism or other geopolitical events - the number and value of M&A transactions, as well as market volumes in equities, generally decrease, and they generally increase during periods of favorable market or economic conditions. Restructuring activity generally is counter-cyclical to M&A activity. In addition, during periods of unfavorable market conditions our Investment Management business may be impacted by reduced equity valuations and generate relatively lower revenue because fees we receive, either directly or through our affiliates, typically are in part based on the market value of underlying publicly-traded securities. Our profitability may also be adversely affected by our fixed costs and the possibility that we would be unable to scale back other costs within a time frame, and in an amount sufficient, to match any decreases in revenue relating to changes in market and economic conditions. Likewise, our liquidity may be adversely impacted by our contractual obligations, including lease obligations. Reduced equity valuations resulting from future adverse economic events and/or market conditions may impact our performance and may result in future net redemptions of AUM from our Investment Management clients, which would generally result in lower revenues and cash flows. These adverse conditions could also have an impact on our goodwill impairment assessment, which is done annually, as of November 30th, or more frequently if circumstances indicate impairment may have occurred.

Elevated interest rates and heightened geopolitical tensions, including escalating military tensions and evolving regulatory and banking environments, have contributed to an elongation of the timing of transaction closings in 2024. While the environment is gradually improving, we will continue to assess the potential ongoing impacts of these factors, including the regular monitoring of our cash levels, liquidity, regulatory capital requirements, debt covenants and our other contractual obligations. See "Results of Operations" above for further information.

We assess each of our equity method investments for impairment annually, or more frequently if circumstances indicate impairment may have occurred. These circumstances could include unfavorable market conditions or the loss of key personnel of the investee.

For a further discussion of risks related to our business, refer to Item 1A. "Risk Factors" in this Form 10-K.

Treasury Purchases

We periodically repurchase Class A Shares and/or LP Units into Treasury (including through the net settlement of equity awards) in order to offset the dilutive effect of equity awards granted as compensation (see Note 18 to our consolidated financial statements for further information), or amounts in excess of that if management's review, discussed above, determines adequate cash is available. The amount of cash required for these share repurchases is a function of the mix of equity and deferred cash compensation awarded for the annual bonus awards (see further discussion on deferred compensation under *Other Commitments* below). In addition, we may, from time to time, purchase noncontrolling interests in subsidiaries.

On February 22, 2022, our Board of Directors authorized (in addition to the net settlement of equity awards) the repurchase of Class A Shares and/or LP Units so that from that date forward, we are able to repurchase an aggregate of the lesser of $1.4 billion worth of Class A Shares and/or LP Units and 10.0 million Class A Shares and/or LP Units. Under this share repurchase program, shares may be repurchased from time to time in open market transactions, in privately-negotiated transactions or otherwise. The timing and the actual amount of shares repurchased will depend on a variety of factors, including our liquidity position, legal requirements, price, economic and market conditions and the objective to reduce the dilutive effect of equity awards granted as compensation to employees. This program may be suspended or discontinued at any time and does not have a specified expiration date. During 2024, we repurchased 1,312,895 Class A Shares, at an average cost per share of $203.84, for $267.6 million, pursuant to our repurchase program.

In addition, we periodically buy shares into treasury from our employees in order to allow them to satisfy their minimum tax requirements for share deliveries under our share equity plan. During 2024, we repurchased 998,281 Class A Shares, at an average cost per share of $179.67, for $179.4 million, primarily related to minimum tax withholding requirements of share deliveries.

The aggregate 2,311,176 Class A Shares repurchased during 2024 were acquired for aggregate purchase consideration of $447.0 million, at an average cost per share of $193.40.

Noncontrolling Interest Purchases

During 2024, we purchased, at fair value, an additional 0.3% of the EWM Class A Units for $1.0 million. This purchase resulted in a decrease to Noncontrolling Interest of $0.1 million and a decrease to Additional Paid-In Capital of $1.0 million on our Consolidated Statement of Financial Condition as of December 31, 2024.

During 2023, we purchased, at fair value, an additional 0.7% of the EWM Class A Units for $2.0 million. This purchase resulted in a decrease to Noncontrolling Interest of $0.2 million and a decrease to Additional Paid-In Capital of $1.8 million on our Consolidated Statement of Financial Condition as of December 31, 2023.

During 2022, we purchased, at fair value, an additional 0.9% of the EWM Class A Units for $3.2 million. This purchase resulted in a decrease to Noncontrolling Interest of $0.2 million and a decrease to Additional Paid-In Capital of $3.0 million on our Consolidated Statement of Financial Condition as of December 31, 2022.

On December 31, 2021, we purchased, at fair value, all of the outstanding Class R Interests of Private Capital Advisory L.P. from employees of the RECA business. See Note 16 to our consolidated financial statements for further information.

Private Placement Notes

On March 30, 2016, we issued an aggregate $170.0 million of senior notes, including: $38.0 million aggregate principal amount of our 4.88% Series A senior notes which were due March 30, 2021 (the "Series A Notes"), $67.0 million aggregate principal amount of our Series B Notes which were originally due March 30, 2023, $48.0 million aggregate principal amount of our 5.48% Series C senior notes due March 30, 2026 (the "Series C Notes") and $17.0 million aggregate principal amount of our 5.58% Series D senior notes due March 30, 2028 (the "Series D Notes" and together with the Series A Notes, the Series B Notes and the Series C Notes, the "2016 Private Placement Notes"), pursuant to the 2016 Note Purchase Agreement dated as of

March 30, 2016 (the "2016 Note Purchase Agreement"), among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

In March 2021, we repaid the $38.0 million aggregate principal amount of our Series A Notes. On June 28, 2022, we prepaid the $67.0 million aggregate principal amount of our Series B Notes plus the applicable make-whole amount. In conjunction with the June 2022 prepayment and the acceleration of the remaining debt issuance costs, we recorded a loss of $0.5 million for the year ended December 31, 2022, included within Special Charges, Including Business Realignment Costs, on our Consolidated Statement of Operations.

On August 1, 2019, we issued $175.0 million and £25.0 million of senior unsecured notes through private placement. These notes reflect a weighted average life of 12 years and a weighted average stated interest rate of 4.26%. These notes include: $75.0 million aggregate principal amount of our 4.34% Series E senior notes due August 1, 2029 (the "Series E Notes"), $60.0 million aggregate principal amount of our 4.44% Series F senior notes due August 1, 2031 (the "Series F Notes"), $40.0 million aggregate principal amount of our 4.54% Series G senior notes due August 1, 2033 (the "Series G Notes") and £25.0 million aggregate principal amount of our 3.33% Series H senior notes due August 1, 2033 (the "Series H Notes" and together with the Series E Notes, the Series F Notes and the Series G Notes, the "2019 Private Placement Notes"), each of which were issued pursuant to the 2019 Note Purchase Agreement dated as of August 1, 2019 (the "2019 Note Purchase Agreement"), among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

On March 29, 2021, we issued $38.0 million aggregate principal amount of our 1.97% Series I senior notes due August 1, 2025 (the "Series I Notes" or the "2021 Private Placement Notes"), pursuant to a note purchase agreement (the "2021 Note Purchase Agreement") dated as of March 29, 2021, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

On June 28, 2022, we issued $67.0 million aggregate principal amount of our 4.61% Series J senior notes due November 15, 2028 (the "Series J Notes" or the "2022 Private Placement Notes"), pursuant to a note purchase agreement (the "2022 Note Purchase Agreement") dated as of June 28, 2022, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

Interest on the above issuances is payable semi-annually and the notes are guaranteed by certain of our domestic subsidiaries. We may, at our option, prepay all, or from time to time any part of, the notes (without regard to Series), in an amount not less than 5% of the aggregate principal amount of each of the individual issuances then outstanding at 100% of the principal amount thereof plus an applicable "make-whole amount." Upon the occurrence of a change of control, the holders of the notes will have the right to require us to prepay the entire unpaid principal amounts held by each holder of the notes plus accrued and unpaid interest to the prepayment date. The respective Note Purchase Agreements contain customary covenants, including financial covenants requiring compliance with a maximum leverage ratio, a minimum tangible net worth and a minimum interest coverage ratio (for the 2016 Private Placement Notes only), and customary events of default. As of December 31, 2024, we were in compliance with all of these covenants.

Lines of Credit

Evercore Partners Services East L.L.C. ("East") previously held $30.0 million secured and $55.0 million unsecured revolving credit facilities with PNC Bank, National Association ("PNC"), which matured on October 27, 2024.

On October 28, 2024, upon maturity of our $30.0 million secured and $55.0 million unsecured credit facilities with PNC, we established a new revolving credit facility with PNC in an aggregate principal amount of up to $85.0 million (the "PNC Facility") to be used for working capital and other corporate activities. The facility is unsecured. In addition, the agreement contains certain reporting covenants, as well as certain debt covenants, that prohibit East and us from incurring other indebtedness, subject to specified exceptions. We and our consolidated subsidiaries were in compliance with these covenants as of December 31, 2024. Drawings under this facility bear interest at Daily SOFR plus 145 basis points and the maturity date is October 27, 2025. There were no drawings under this facility at December 31, 2024.

EGL maintains a subordinated revolving credit facility with PNC, as amended on October 25, 2024, in an aggregate principal amount of up to $75.0 million, to be used as needed in support of capital requirements from time to time of EGL. This facility is unsecured and is guaranteed by Evercore LP and other affiliates, pursuant to a guaranty agreement, which provides for certain reporting requirements and debt covenants consistent with the PNC Facility. The interest rate provisions are Daily

SOFR plus 145 basis points and the maturity date is October 28, 2026. There were no drawings under this facility at December 31, 2024.

In addition, EGL's clearing broker provides temporary funding for the settlement of securities transactions.

Other Commitments

We have long-term obligations for operating lease commitments, principally related to office space, which expire on various dates through 2035. See Note 9 to our consolidated financial statements for anticipated current and future payments under these arrangements.

We have a long-term liability, Amounts Due Pursuant to Tax Receivable Agreements, which requires payments to certain current and former Senior Managing Directors. See Note 19 to our consolidated financial statements.

Pursuant to deferred compensation and deferred consideration arrangements, we expect to make cash payments in future periods, including related to our Long-term Incentive Plans, Deferred Cash Compensation Program and other deferred compensation arrangements. Further, we make investments to hedge the economic risk of amounts due under our Deferred Cash Compensation Program. For further information, including timing of payments, see Notes 8 and 18 to our consolidated financial statements.

Certain of our subsidiaries are regulated entities and are subject to capital requirements. For further information see Note 20 to our consolidated financial statements.

We had total commitments (not reflected on our Consolidated Statements of Financial Condition) relating to future capital contributions to private equity funds of $2.6 million as of December 31, 2024 and 2023. We may be required to fund these commitments at any time through June 2028, depending on the timing and level of investments by the private equity funds. We expect to fund these commitments with cash flows from operations. See Note 19 to our consolidated financial statements for further information.

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

As of December 31, 2024, our current and former Senior Managing Directors owned an aggregate of approximately 1.4 million vested Class A LP Units, 0.3 million vested Class E LP Units, 0.4 million vested Class I LP Units and 0.2 million vested Class K LP Units. In addition, 1.1 million unvested Class K-P Units, which convert into a number of Class K LP Units based on the achievement of certain market and service conditions and defined benchmark results, were outstanding as of December 31, 2024. We have an obligation to exchange vested Class A, E, I and K LP Units to Class A Common Stock upon the request of the holder. See Note 2 to our consolidated financial statements for further information.

Our Consolidated Statement of Financial Condition as of December 31, 2024 included $873.0 million of Cash and Cash Equivalents and $1.52 billion of Investment Securities and Certificates of Deposit, which are generally comprised of highly-liquid investments. For further information regarding other cash commitments and the timing of payments, refer to *"General"* above.

Market Risk and Credit Risk

We, in general, are not a capital-intensive organization and as such, are not subject to significant market or credit risks. Nevertheless, we have established procedures to assess both the market and credit risk, as well as specific investment risk, exchange rate risk and credit risk related to receivables.

Market and Investment Risk

We hold equity securities and invest in exchange-traded funds principally as an economic hedge against our deferred cash compensation program. As of December 31, 2024, the fair value of our investments with these products, based on closing prices, was $179.0 million. We had net realized and unrealized gains of $33.9 million for the year ended December 31, 2024, from our exchange-traded funds portfolio. See Note 8 to our consolidated financial statements for further information.

We estimate that a hypothetical 10%, 20% and 30% adverse change in the market value of the investments would have resulted in a decrease in pre-tax income of approximately $17.9 million, $35.8 million and $53.7 million, respectively, for the year ended December 31, 2024.

Private Equity Funds

Through our principal investments in private equity funds and our ability to earn carried interest from these funds, we face exposure to changes in the estimated fair value of the companies in which these funds invest. Valuations and analysis regarding our investments in Trilantic and Glisco are performed by their respective professionals, and thus we are not involved in determining the fair value for the portfolio companies of such funds. See Note 10 to our consolidated financial statements for further information.

We estimate that a hypothetical 10% adverse change in the value of the private equity funds would have resulted in a decrease in pre-tax income of approximately $0.5 million for the year ended December 31, 2024.

Exchange Rate Risk

We have foreign operations, through our subsidiaries and affiliates, primarily in Europe and Asia, as well as provide services to clients in other jurisdictions, which creates foreign exchange rate risk. We have not entered into any transactions to hedge our exposure to foreign exchange fluctuations in these subsidiaries through the use of derivative instruments or otherwise. An appreciation or depreciation of any of these currencies relative to the U.S. dollar would result in an adverse or beneficial impact to our financial results. A significant portion of our non-U.S. revenues and expenses have been, and will continue to be, derived from contracts denominated in foreign currencies (i.e. British Pounds sterling, Euros, Singapore dollars, among others). Historically, the value of these foreign currencies has fluctuated relative to the U.S. dollar. For the year ended December 31, 2024, the net impact of the fluctuation of foreign currencies recorded in Other Comprehensive Income (Loss) within the Consolidated Statement of Comprehensive Income was a loss of $11.0 million, net of tax. Foreign Currency Translation Adjustment Gain (Loss), net, within the Consolidated Statement of Comprehensive Income for the year ended December 31, 2024 also included the reclassification of $0.7 million of cumulative foreign currency translation losses to Other Revenue, Including Interest and Investments, on the Consolidated Statement of Operations for the year ended December 31, 2024. It is generally not our intention to hedge our foreign currency exposure in these subsidiaries, and we will reevaluate this policy from time to time.

Periodically, we enter into foreign currency exchange forward contracts as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments. We entered into a foreign currency exchange forward contract during the first quarter of 2023 to buy 30.0 million British Pounds sterling for $36.9 million, which settled during the third quarter of 2023, and resulted in a loss of $0.3 million. Upon settlement, we entered into a new foreign currency exchange forward contract to buy 30.0 million British Pounds sterling for $36.7 million, which settled during 2024, and resulted in a loss of $0.3 million for the year ended December 31, 2024. The contract was recorded at its fair value of $1.6 million as of December 31, 2023, and was included within Other Current Assets on our Consolidated Statement of Financial Condition.

Credit Risks

We maintain cash and cash equivalents, as well as certificates of deposit, with financial institutions with high credit ratings. At times, we may maintain deposits in federally insured financial institutions in excess of federally insured ("FDIC") limits or enter into sweep arrangements where banks will periodically transfer a portion of our excess cash position to a money market fund. However, we believe that we are not exposed to significant credit risk due to the financial position of the depository institutions or investment vehicles in which those deposits are held.

Accounts Receivable consists primarily of advisory fees and expense reimbursements billed to our clients. Other Assets includes long-term receivables primarily from fees related to private funds capital raising and certain fees related to the private capital businesses. Receivables are reported net of any allowance for credit losses. We maintain an allowance for credit losses to provide coverage for probable losses from our customer receivables and determine the adequacy of the allowance by estimating the probability of loss based on our analysis of historical credit loss experience of our client receivables, and taking into consideration current market conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. Our receivables collection periods generally are within 90 days of invoice, with the exception of placement fees, which are generally collected within 180 days of invoice, and certain fees primarily related to private funds capital raising and the private capital businesses, a portion of which may be collected in a period exceeding one year. The collection period for liability management and restructuring transaction receivables may exceed 90 days. We recorded bad debt expense of $2.3 million, $5.6 million and $5.5 million for the years ended December 31, 2024, 2023 and 2022, respectively.

As of December 31, 2024 and 2023, total receivables recorded in Accounts Receivable amounted to $421.5 million and $371.6 million, respectively, net of an allowance for credit losses, and total receivables recorded in Other Assets amounted to $101.3 million and $93.7 million, respectively.

Other Current Assets and Other Assets include arrangements in which an estimate of variable consideration has been included in the transaction price and thereby recognized as revenue that precedes the contractual due date (contract assets). As of December 31, 2024, total contract assets recorded in Other Current Assets and Other Assets amounted to $62.4 million and $14.5 million, respectively. As of December 31, 2023, total contract assets recorded in Other Current Assets and Other Assets amounted to $85.4 million and $5.8 million, respectively.

With respect to our Investment Securities portfolio, which is comprised primarily of U.S. Treasury securities, exchange-traded funds and securities investments, we manage our credit risk exposure by limiting concentration risk and maintaining investment grade credit quality. As of December 31, 2024, we had Investment Securities of $1.45 billion, of which 88% were U.S. Treasury securities.

Critical Accounting Policies and Estimates

The consolidated financial statements included in this report are prepared in conformity with U.S. GAAP, which requires management to make estimates and assumptions regarding future events that affect the amounts reported in our consolidated financial statements and their notes, including reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. We base these estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ materially from those estimates. We believe that the following discussion addresses our most critical accounting policies, which are those that are most important to the presentation of our financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Revenue Recognition

We account for revenue recognition under ASC 606, *"Revenue from Contracts with Customers,"* which provides a five step model to revenue recognition as follows:

Step 1: Identify the contract(s) with a customer
Step 2: Identify the performance obligations in the contract
Step 3: Determine the transaction price
Step 4: Allocate the transaction price to the performance obligations in the contract
Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation

We apply this model to revenue streams from our Investment Banking & Equities and Investment Management segments.

Investment Banking & Equities Revenue

We earn fees from clients for providing advisory services on strategic matters, including mergers, acquisitions, divestitures, leveraged buyouts, liability management and restructurings, activism and defense and similar corporate finance matters. Our Investment Banking & Equities segment also includes services related to securities underwriting, private placement services and commissions for agency-based equity trading services and equity research. Revenue is recognized as we satisfy performance obligations, upon transfer of control of promised services to customers in an amount that reflects the consideration we expect to receive in exchange for these services. Our contracts with customers may include promises to transfer multiple services to a customer. Determining whether services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. For performance obligations satisfied over time, determining a measure of progress requires us to make significant judgments that affect the timing of revenue recognized. For certain advisory services, we have concluded that performance obligations are satisfied over time. This is based on the premise that we transfer control of services and the client simultaneously receives benefits from these services over the course of an engagement. For performance obligations satisfied at a point in time, determining when control transfers requires us to make significant judgments that affect the timing of when revenue is recognized.

In general, advisory fees are paid at the time we sign an engagement letter, during the course of the engagement or when an engagement is completed. In some circumstances, and as a function of the terms of an engagement letter, we may receive fixed retainer fees for financial advisory services concurrent with, or soon after, the execution of the engagement letter or over the course of the engagement, where the engagement letter will specify a future service period associated with those fees. We

may also receive announcement fees upon announcement of a transaction in addition to success fees upon closing of a transaction or another defined outcome, both of which represent variable consideration. This variable consideration will be included in the transaction price, as defined, and recognized as revenue to the extent that it is probable that a significant reversal of revenue will not occur. When assessing probability, we apply careful analysis and judgment to the remaining factors necessary for completion of a transaction, including factors outside of our control. A transaction can fail to be completed for many reasons which are outside of our control, including failure of parties to agree upon final terms, to secure necessary board or shareholder approvals, to secure necessary financing, to achieve necessary regulatory approvals, or due to adverse market conditions. In the case of bankruptcy engagements, fees may be subject to approval of the court.

With respect to retainer, announcement and success fees in M&A transactions, there are no distinct performance obligations aside from advisory activities, which are generally focused on achieving a milestone (typically, the announcement and/or the closing of a transaction). These advisory services are provided over time throughout the contract period. We recognize revenue when distinct services are performed and when it is probable that a reversal of revenue will not occur, which is generally upon the announcement or closing of a transaction. Accordingly, in any given period, advisory fees recognized for certain transactions may relate to services performed in prior periods. In circumstances in which retainer fees are received in advance of services, these fees are initially recorded as deferred revenue (a contract liability), which is recorded in Other Current Liabilities on the Consolidated Statements of Financial Condition, and subsequently recognized in Advisory Fees on the Consolidated Statements of Operations during the applicable time period within which the service is rendered. Announcement fees for advisory services are recognized upon announcement (the point at which it is determined that the reversal of revenue is not probable) and all other requirements for revenue recognition are satisfied. A portion of the announcement fee may be deferred based on the services remaining to be completed, if any. Success fees for advisory services, such as M&A advice, are recognized when it is determined that the reversal of revenue is not probable and all other requirements for revenue recognition are satisfied, which is generally at closing of the transaction.

With respect to fairness or valuation opinions, fees are fixed and there is a distinct performance obligation, since the opinion is rendered separate from any other advisory activities. Revenues related to fairness or valuation opinions are recognized at the point in time when the opinion has been rendered and delivered to the client. In the event we were to receive an opinion or success fee in advance of the completion conditions noted above, such fee would initially be recorded as deferred revenue (a contract liability) in Other Current Liabilities on the Consolidated Statements of Financial Condition and subsequently recognized in Advisory Fees on the Consolidated Statements of Operations when the conditions of completion have been satisfied.

Placement fee revenues are attributable to capital raising on both corporations and financial sponsors. We recognize placement fees in accordance with the terms of the engagement letter, which are generally contingent on the achievement of a capital commitment by an investor, at the time of the client's acceptance of capital or capital commitments.

Underwriting fees are attributable to public and private offerings of equity and debt securities and are recognized at the point in time when the offering has been deemed to be completed by the lead manager of the underwriting group, or in the case of certain ongoing issuances when the sale of the securities has settled. When the offering is completed, the performance obligation has been satisfied and we recognize the applicable management fee, selling concession, sales agent commission or placement agent fee. Offering expenses are presented gross in the Consolidated Statements of Operations. We also manage assignments involving the exchange of an issuer's securities where fees are recognized when earned.

Commissions and Related Revenue include commissions received from customers for the execution of agency-based brokerage transactions in listed and over-the-counter equities. The execution of each trade order represents a distinct performance obligation and the transaction price at the point in time of trade order execution is fixed. Trade execution is satisfied at the point in time that the customer has control of the asset and as such, fees are recorded on a trade date basis or, in the case of payments under commission sharing arrangements, when earned. We also earn subscription fees for the sale of research, as well as revenues from trades primarily executed on a riskless principal basis. The delivery of research under subscription arrangements represents a distinct performance obligation that is satisfied over time. The fees are fixed and are recognized over the period in which the performance obligation is satisfied. Cash received before the subscription period ends is initially recorded as deferred revenue (a contract liability) in Other Current Liabilities on the Consolidated Statements of Financial Condition, and is recognized in Commissions and Related Revenue on the Consolidated Statements of Operations ratably over the period in which the related services are rendered.

Taxes collected from customers and remitted to governmental authorities are presented on a net basis on the Consolidated Statements of Operations.

Investment Management Revenue

Our Investment Management segment generates revenues from the management of client assets and through interests in private equity funds which we do not manage. Our contracts with customers may include promises to transfer multiple services to a customer. Determining whether services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. For performance obligations satisfied over time, determining a measure of progress requires us to make significant judgments that affect the timing of revenue recognized.

Asset management fees for third-party clients are generally based on the value of the assets under management and any performance fees that may be negotiated with the client. The management of asset portfolios represents a distinct performance obligation that is satisfied over time. These fees are generally recognized over the period that the related services are provided and in which the performance obligation is satisfied, based upon the beginning, ending or average value of the assets for the relevant period. Fees paid in advance of services rendered are initially recorded as deferred revenue (a contract liability), which is recorded in Other Current Liabilities on the Consolidated Statements of Financial Condition, and are recognized in Asset Management and Administration Fees on the Consolidated Statements of Operations ratably over the period in which the related service is rendered.

Fees generated for serving as an independent fiduciary and/or trustee are either based on a flat fee, are pre-negotiated with the client or are based on the value of assets under administration. The management of assets under administration represents a distinct performance obligation that is satisfied over time. For ongoing engagements, fees are billed monthly or quarterly either in advance or in arrears. Fees paid in advance of services rendered and satisfaction of the performance obligation are initially recorded as deferred revenue (a contract liability) in Other Current Liabilities on the Consolidated Statements of Financial Condition, and are recognized in Asset Management and Administration Fees on the Consolidated Statements of Operations ratably over the period in which the related services are rendered and the performance obligation is satisfied.

Accounts Receivable and Contract Assets

Accounts Receivable consists primarily of investment banking fees and expense reimbursements charged to our clients. We record accounts receivable, net of any allowance for credit losses, when relevant revenue recognition criteria has been achieved and payment is conditioned on the passage of time. We maintain an allowance for credit losses to provide coverage for estimated losses from our client receivables. In accordance with ASC 326, *"Financial Instruments - Credit Losses"*, we determine the adequacy of the allowance by estimating the probability of loss based on our analysis of historical credit loss experience of our client receivables, and taking into consideration current market conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. We have determined that long-term forecasted information is not relevant to our fee receivables, which are primarily short-term. We update our average credit loss rates periodically and maintain a quarterly allowance review process to consider current factors that would require an adjustment to the credit loss allowance. In addition, we periodically perform a qualitative assessment to monitor risks associated with current and forecasted conditions that may require an adjustment to the expected credit loss rates. Expected credit losses for financial assets and changes to expected credit losses during the period are recognized in earnings.

Our receivables collection periods are generally within 90 days of invoice, with the exception of placement fees, which are generally collected within 180 days of invoice, and certain fees primarily related to private funds capital raising and the private capital businesses, a portion of which may be collected in a period exceeding one year. The collection period for liability management and restructuring transaction receivables may exceed 90 days. Receivables that are collected in a period exceeding one year are reflected in Other Assets on the Consolidated Statements of Financial Condition.

We record contract assets within Other Current Assets and Other Assets on the Consolidated Statements of Financial Condition when payment is due from a client conditioned on future performance or the occurrence of other events. We also recognize a contract asset for the incremental costs of obtaining a contract with a customer if the benefit of those costs is expected to be longer than one year. We apply a practical expedient to expense costs to obtain a contract as incurred when the amortization period is one year or less.

Valuation

The valuation of our investments in securities and of our investments in private equity funds which we do not manage impacts both the carrying value of direct investments and the determination of management and performance fees, including carried interest. Per ASC 820, we disclose information about financial instruments carried at fair value, including their classification in the fair value hierarchy. Level 1 investments include U.S. Treasury securities, readily-marketable equity

securities and investment funds. Level 2 investments include our foreign currency exchange forward contracts. As of December 31, 2024 and 2023, we had no Level 3 investments carried at fair value. See Note 11 to our consolidated financial statements for further information.

ASC 825, "*Financial Instruments"* permits entities the option to measure most financial instruments and certain other items at fair value at specified election dates and to report related unrealized gains and losses in earnings. We have not elected to apply the fair value option to any specific financial assets or liabilities.

Investment Securities and Futures and Forward Contracts

Investment Securities may include investments in U.S. Treasury securities, other debt securities and investments in readily-marketable equity securities, including our portfolio of exchange-traded funds, which are accounted for under ASC 320-10, "*Investments - Debt Securities"* and ASC 321-10, *"Investments - Equity Securities."* These securities are carried at fair value on the Consolidated Statements of Financial Condition; debt securities are valued based on quoted prices that exist in the marketplace for similar issues and equity securities are valued using quoted market prices on applicable exchanges or markets. Investment Securities transactions are recorded as of the trade date. We also periodically enter into futures contracts as an economic hedge against our deferred cash compensation program and foreign currency exchange forward contracts as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments. In accordance with ASC 815, *"Derivatives and Hedging,"* futures and forward contracts are carried at fair value.

Debt securities are classified as available-for-sale and any unrealized gains and losses are recorded as net increases or decreases to Accumulated Other Comprehensive Income (Loss), net of tax, and realized gains and losses on these securities are included in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. Realized and unrealized gains and losses on equity securities are recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. Realized and unrealized gains and losses on futures contracts are recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. EGL also invests in fixed income portfolios consisting primarily of U.S. Treasury securities, which are carried at fair value, with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations, as required for broker-dealers in securities.

Equity and Other Deferred Compensation

We grant certain employees awards that vest upon the occurrence of market and/or performance criteria being achieved. Compensation cost is accrued if, and to the extent, it is probable that the performance condition will be achieved and is not accrued if it is not probable that the performance condition will be achieved. Significant judgment is required in determining the probability that the performance criteria will be achieved. The fair value of these awards is amortized over the vesting period or requisite substantive service period. The effect of a market condition is reflected in the grant date fair value of an award and expense is recognized provided that the service condition is satisfied and to the extent that any performance condition is achieved. See Note 18 to our consolidated financial statements for further information.

Income Taxes

As part of the process of preparing our consolidated financial statements, we are required to estimate income taxes in each of the jurisdictions in which we operate. Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. This process requires us to estimate our actual current tax liability and to assess temporary differences resulting from differing book versus tax treatment of items, such as deferred revenue, compensation and benefits expense, unrealized gains and losses on long-term investments and depreciation. These temporary differences result in deferred tax assets and liabilities, which are included within our Consolidated Statements of Financial Condition. We must then assess the likelihood that deferred tax assets will be recovered from future taxable income, and, to the extent we believe that recovery is not more-likely-than-not, we must establish a valuation allowance. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible. Management considers the level of historical taxable income, scheduled reversals of deferred taxes, projected future taxable income and tax planning strategies that can be implemented by us in making this assessment. If actual results differ from these estimates or we adjust these estimates in future periods, we may need to adjust our valuation allowance, which could materially impact our consolidated financial condition and results of operations.

The tax deduction associated with the appreciation or depreciation in our share price upon vesting of employee share-based awards above or below the original grant price is reflected in income tax expense.

In addition, in order to determine the quarterly tax rate, we are required to estimate full year pre-tax income and the related annual income tax expense in each jurisdiction. Changes in the geographic mix or estimated level of annual pre-tax income can affect our overall effective tax rate. Furthermore, our interpretation of complex tax laws may impact our measurement of current and deferred income taxes.

ASC 740 provides a benefit recognition model with a two-step approach consisting of "more-likely-than-not" recognition criteria, and a measurement attribute that measures the position as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. This standard also requires the recognition of liabilities created by differences between tax positions taken in a tax return and amounts recognized in the financial statements.

The majority of the deferred tax assets relate to the U.S. operations of the Company. The realization of the deferred tax assets is primarily dependent on the amount of the Company's historic and projected future taxable income for its U.S. and foreign operations. In 2024 and 2023, we performed an assessment of the ultimate realization of our deferred tax assets and determined that the Company should have sufficient future taxable income in the normal course of business to fully realize the portion of the deferred tax assets associated with its U.S. operations and management has concluded that it is more-likely-than-not the deferred tax assets will be realized. We also concluded that the net deferred tax assets of certain foreign subsidiaries required a valuation allowance. We intend to maintain a valuation allowance until sufficient positive evidence exists to support its reversal.

The Company estimates that Evercore Inc. must generate approximately $1.7 billion of future taxable income to realize the gross deferred tax asset balance, including the valuation allowance, of $417.6 million. The deferred tax balance is expected to reverse primarily over a period ranging from 5 to 15 taxable years. The Company evaluated Evercore Inc.'s historical U.S. taxable income, which has averaged approximately $490 million per year over the past 7 years, as well as the anticipated taxable income of approximately $462 million in 2024, and taxable income in the future, which indicates sufficient taxable income to support the realization of these deferred tax assets. To the extent enough taxable income is not generated in the 15 year estimated reversal period, the Company can carry forward net operating losses indefinitely, but limited to 80% of taxable income for that year.

See Note 21 to our consolidated financial statements for further information.

Impairment of Assets

In accordance with ASC 350, we test goodwill for impairment annually, as of November 30 th, or more frequently if circumstances indicate impairment may have occurred. In this process, we make estimates and assumptions in order to determine the fair value of our reporting units and to project future earnings using valuation techniques. We use our best judgment and information available to us at the time to perform this review. Because our assumptions and estimates are used in projecting future earnings as part of the valuation, actual results could differ. Intangible assets with finite lives are amortized over their estimated useful lives which are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of such assets may not be recoverable as prescribed by ASC 360, "*Property, Plant, and Equipment."*

We test goodwill for impairment at the reporting unit level. In determining the fair value for each reporting unit, we utilize a market multiple approach and/or a discounted cash flow methodology based on the adjusted cash flows from operations. The market multiple approach includes applying the average earnings multiples of comparable public companies for their respective reporting segment multiplied by the forecasted earnings of the respective reporting unit to yield an estimate of fair value. The discounted cash flow methodology begins with the adjusted cash flows from each of the reporting units and uses a discount rate that reflects the weighted average cost of capital adjusted for the risks inherent in the future cash flows.

We recognize an impairment charge for the amount by which the carrying amount of a reporting unit exceeds its fair value. See Note 2 to our consolidated financial statements for further information.

In addition to goodwill and intangible assets, we annually assess each of our equity method investments for impairment (or more frequently if circumstances indicate impairment may have occurred) per ASC 323-10, *"Investments – Equity Method and Joint Ventures."*

We concluded there was no impairment of goodwill, intangible assets or equity method investments during the years ended December 31, 2024, 2023 and 2022.

Variable Interest Entities

Our policy is to consolidate all subsidiaries in which we have a controlling financial interest, as well as any variable interest entities ("VIEs") where we are deemed to be the primary beneficiary, when we have the power to make the decisions that most significantly affect the economic performance of the VIE and have the obligation to absorb significant losses or the right to receive benefits that could potentially be significant to the VIE. We review factors, including the rights of the equity holders and obligations of equity holders to absorb losses or receive expected residual returns, to determine if the investment is a VIE. In evaluating whether we are the primary beneficiary, we evaluate our economic interests in the entity held either directly or indirectly by us. The consolidation analysis is generally performed qualitatively. This analysis, which requires judgment, is performed at each reporting date.

Recently Issued Accounting Standards

For a discussion of other recently issued accounting standards and their impact or potential impact on our consolidated financial statements, see Note 3 to our consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

See "Management's Discussion and Analysis of Financial Condition and Results of Operations – Market Risk and Credit Risk." We do not believe we face any material interest rate risk, foreign currency exchange risk, equity price risk or other market risk except as disclosed in Item 7 " – Market Risk and Credit Risk" above.

Item 8. Financial Statements and Supplemental Data

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of
Evercore Inc.
New York, New York

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial condition of Evercore Inc. and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income, changes in equity, and cash flows, for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 21, 2025, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Investment Banking & Equities Advisory Fee Revenue - Success Fees - Refer to Notes 2 and 4 to the consolidated financial statements.

Critical Audit Matter Description

The Company recognizes advisory fee revenue that includes success fees for advisory services as performance obligations are satisfied as these advisory services are provided to the Company's clients. However, the recognition of success fees, which are included in investment banking & equities advisory fee revenue, is generally constrained until it is probable that a significant

reversal of the applicable revenue will not occur in a future period. In certain instances, success fees may meet the criteria for recognition during a given reporting period although the transaction closed subsequent to the reporting period end.

The Company applies judgment to the remaining factors necessary for completion of a transaction, including factors outside of the Company's control, to determine whether it is probable a significant reversal of the success fee revenue will not occur. A transaction can fail to be completed for many reasons, which are outside of the Company's control, including but not limited to, failure of parties to agree upon final terms with the counterparty, securing necessary board or shareholder approvals, securing necessary financing, achieving necessary regulatory approvals, or due to adverse market conditions.

Given the considerations to determine whether it is probable a significant reversal of success fee revenue will not occur at year end, performing audit procedures to evaluate such considerations involved a high degree of auditor judgement.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the timing of recording success fee revenue for investment banking & equities advisory services at year end included the following, among others:

- We tested the effectiveness of controls over recognizing success fees for advisory services, including those over the timing of revenue recognition.
- We selected a sample of contracts with clients for which revenue was recognized prior to December 31, 2024 as well as the period subsequent to year end and performed the following:
  - Evaluated whether the Company appropriately identified performance obligations and recognized revenue in the correct period by obtaining and evaluating evidence, including, but not limited to, inquiry with management, transaction close documents, press releases, confirmations, court approvals, executed agreements and communications, regarding the extent of uncertainty associated with variable consideration.
  - Evaluated the accuracy of management's calculation of advisory fee revenue by recalculating the revenue amounts and comparing our expectation to management's calculation.
  - Evaluated whether it was probable that a significant reversal of the applicable revenue would not occur.

/s/ DELOITTE & TOUCHE LLP

New York, New York
February 21, 2025

We have served as the Company's auditor since 2003.

EVERCORE INC.
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(dollars in thousands, except share data)

	December 31,	
	2024	**2023**
Assets		
Current Assets		
Cash and Cash Equivalents	$ 873,045	$ 596,878
Investment Securities and Certificates of Deposit (includes available-for-sale debt securities with an amortized cost of $813,507 and $744,178 at December 31, 2024 and 2023, respectively)	1,519,381	1,436,883
Accounts Receivable (net of allowances of $2,253 and $5,603 at December 31, 2024 and 2023, respectively)	421,502	371,606
Receivable from Employees and Related Parties	33,566	25,746
Other Current Assets	140,407	174,104
Total Current Assets	2,987,901	2,605,217
Investments	18,673	43,419
Deferred Tax Assets	284,508	265,814
Operating Lease Right-of-Use Assets	439,458	378,128
Furniture, Equipment and Leasehold Improvements (net of accumulated depreciation and amortization of $151,455 and $212,929 at December 31, 2024 and 2023, respectively)	144,756	137,940
Goodwill	124,452	125,493
Other Assets	174,223	147,287
Total Assets	$ 4,173,971	$ 3,703,298
Liabilities and Equity		
Current Liabilities		
Accrued Compensation and Benefits	$ 1,024,076	$ 763,160
Accounts Payable and Accrued Expenses	29,041	25,989
Payable to Employees and Related Parties	48,494	45,838
Operating Lease Liabilities	55,253	36,259
Taxes Payable	4,781	5,424
Current Portion of Notes Payable	37,951	—
Other Current Liabilities	30,205	33,389
Total Current Liabilities	1,229,801	910,059
Operating Lease Liabilities	494,169	434,247
Notes Payable	335,944	373,885
Amounts Due Pursuant to Tax Receivable Agreements	52,968	52,813
Other Long-term Liabilities	119,281	149,804
Total Liabilities	2,232,163	1,920,808
Commitments and Contingencies (Note 19)		
Equity		
Evercore Inc. Stockholders' Equity		
Common Stock		
Class A, par value $0.01 per share (1,000,000,000 shares authorized, 84,767,922 and 82,114,009 issued at December 31, 2024 and 2023, respectively, and 38,116,350 and 37,773,613 outstanding at December 31, 2024 and 2023, respectively)	848	821
Class B, par value $0.01 per share (1,000,000 shares authorized, 45 and 46 issued and outstanding at December 31, 2024 and 2023, respectively)	—	—
Additional Paid-In Capital	3,510,356	3,163,198
Accumulated Other Comprehensive Income (Loss)	(36,057)	(26,538)
Retained Earnings	2,133,919	1,892,656
Treasury Stock at Cost (46,651,572 and 44,340,396 shares at December 31, 2024 and 2023, respectively)	(3,901,424)	(3,453,203)
Total Evercore Inc. Stockholders' Equity	1,707,642	1,576,934
Noncontrolling Interest	234,166	205,556
Total Equity	1,941,808	1,782,490
Total Liabilities and Equity	$ 4,173,971	$ 3,703,298

See Notes to Consolidated Financial Statements.

EVERCORE INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(dollars and share amounts in thousands, except per share data)

	For the Years Ended December 31,		
	2024	**2023**	**2022**
Revenues			
Investment Banking & Equities:			
Advisory Fees	$ 2,440,605	$ 1,963,857	$ 2,392,990
Underwriting Fees	157,067	111,016	122,596
Commissions and Related Revenue	214,045	202,789	206,207
Asset Management and Administration Fees	79,550	67,041	64,483
Other Revenue, Including Interest and Investments	105,094	97,963	(7,378)
Total Revenues	2,996,361	2,442,666	2,778,898
Interest Expense	16,768	16,717	16,850
Net Revenues	2,979,593	2,425,949	2,762,048
Expenses			
Employee Compensation and Benefits	1,974,036	1,656,875	1,697,519
Occupancy and Equipment Rental	90,953	84,329	78,437
Professional Fees	135,726	108,801	108,288
Travel and Related Expenses	79,446	64,527	50,183
Communications and Information Services	81,474	71,603	62,642
Depreciation and Amortization	24,468	24,348	27,713
Execution, Clearing and Custody Fees	13,211	12,275	10,345
Special Charges, Including Business Realignment Costs	7,305	2,921	3,126
Other Operating Expenses	46,060	41,135	27,753
Total Expenses	2,452,679	2,066,814	2,066,006
Income Before Income from Equity Method Investments and Income Taxes	526,914	359,135	696,042
Income from Equity Method Investments	6,231	6,655	7,999
Income Before Income Taxes	533,145	365,790	704,041
Provision for Income Taxes	115,408	80,567	172,626
Net Income	417,737	285,223	531,415
Net Income Attributable to Noncontrolling Interest	39,458	29,744	54,895
Net Income Attributable to Evercore Inc.	$ 378,279	$ 255,479	$ 476,520
Net Income Attributable to Evercore Inc. Common Shareholders	$ 378,279	$ 255,479	$ 476,520
Weighted Average Shares of Class A Common Stock Outstanding			
Basic	38,365	38,101	39,224
Diluted	41,646	40,099	41,037
Net Income Per Share Attributable to Evercore Inc. Common Shareholders:			
Basic	$ 9.86	$ 6.71	$ 12.15
Diluted	$ 9.08	$ 6.37	$ 11.61

See Notes to Consolidated Financial Statements.

EVERCORE INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	For the Years Ended December 31,		
	2024	2023	2022
Net Income	$ 417,737	$ 285,223	$ 531,415
Other Comprehensive Income (Loss), net of tax:			
Unrealized Gain (Loss) on Securities and Investments, net	(63)	(3,087)	3,404
Foreign Currency Translation Adjustment Gain (Loss), net	(10,282)	4,603	(20,872)
Other Comprehensive Income (Loss)	(10,345)	1,516	(17,468)
Comprehensive Income	407,392	286,739	513,947
Comprehensive Income Attributable to Noncontrolling Interest	38,632	29,856	53,283
Comprehensive Income Attributable to Evercore Inc.	$ 368,760	$ 256,883	$ 460,664

See Notes to Consolidated Financial Statements.

EVERCORE INC.
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(dollars in thousands, except share data)

	Class A Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Treasury Stock		Noncontrolling	Total
	Shares	Dollars	Capital	Income (Loss)	Earnings	Shares	Dollars	Interest	Equity
Balance at December 31, 2021	74,804,288	$ 748	$ 2,458,779	$ (12,086)	$ 1,418,382	(36,900,858)	$ (2,545,452)	$ 314,910	$ 1,635,281
Net Income	—	—	—	—	476,520	—	—	54,895	531,415
Other Comprehensive Income (Loss)	—	—	—	(15,856)	—	—	—	(1,612)	(17,468)
Treasury Stock Purchases	—	—	—	—	—	(4,438,255)	(520,465)	—	(520,465)
Evercore LP Units Exchanged for Class A Common Stock	2,574,455	26	162,821	—	—	—	—	(159,412)	3,435
Equity-based Compensation Awards	2,307,632	23	245,793	—	—	—	—	23,425	269,241
Dividends	—	—	—	—	(126,804)	—	—	—	(126,804)
Noncontrolling Interest (Note 16)	—	—	(5,618)	—	—	—	—	(42,599)	(48,217)
Balance at December 31, 2022	79,686,375	797	2,861,775	(27,942)	1,768,098	(41,339,113)	(3,065,917)	189,607	1,726,418
Net Income	—	—	—	—	255,479	—	—	29,744	285,223
Other Comprehensive Income	—	—	—	1,404	—	—	—	112	1,516
Treasury Stock Purchases	—	—	—	—	—	(3,001,283)	(387,286)	—	(387,286)
Evercore LP Units Exchanged for Class A Common Stock	178,118	2	15,112	—	—	—	—	(11,490)	3,624
Equity-based Compensation Awards	2,249,516	22	288,155	—	—	—	—	24,301	312,478
Dividends	—	—	—	—	(130,921)	—	—	—	(130,921)
Noncontrolling Interest (Note 16)	—	—	(1,844)	—	—	—	—	(26,718)	(28,562)
Balance at December 31, 2023	82,114,009	821	3,163,198	(26,538)	1,892,656	(44,340,396)	(3,453,203)	205,556	1,782,490
Net Income	—	—	—	—	378,279	—	—	39,458	417,737
Other Comprehensive Income (Loss)	—	—	—	(9,519)	—	—	—	(826)	(10,345)
Treasury Stock Purchases	—	—	—	—	—	(2,311,176)	(448,221)	—	(448,221)
Evercore LP Units Exchanged for Class A Common Stock	351,849	4	38,254	—	—	—	—	(26,766)	11,492
Equity-based Compensation Awards	2,302,064	23	309,873	—	—	—	—	47,141	357,037
Dividends	—	—	—	—	(137,016)	—	—	—	(137,016)
Noncontrolling Interest (Note 16)	—	—	(969)	—	—	—	—	(30,397)	(31,366)
Balance at December 31, 2024	84,767,922	$ 848	$ 3,510,356	$ (36,057)	$ 2,133,919	(46,651,572)	$ (3,901,424)	$ 234,166	$ 1,941,808

See Notes to Consolidated Financial Statements.

EVERCORE INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in thousands)

	For the Years Ended December 31,		
	2024	**2023**	**2022**
Cash Flows From Operating Activities			
Net Income	$ 417,737	$ 285,223	$ 531,415
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Net (Gains) Losses on Investments, Investment Securities and Contingent Consideration	(33,682)	(34,671)	16,458
Equity Method Investments, Including (Gains) Losses on Sales and Redemptions	7,385	(192)	3,038
Equity-Based and Other Deferred Compensation	569,734	515,381	467,339
Noncash Lease Expense	41,792	42,153	41,534
Depreciation, Amortization and Accretion, net	(387)	2,388	28,651
Bad Debt Expense	2,334	5,559	5,513
Deferred Taxes	8,074	(2,894)	(855)
Decrease (Increase) in Operating Assets:			
Investment Securities	30,839	11,635	(1,777)
Accounts Receivable	(54,589)	11,273	(46,084)
Receivable from Employees and Related Parties	(7,919)	(3,758)	3,188
Other Assets	6,797	(4,759)	(116,838)
(Decrease) Increase in Operating Liabilities:			
Accrued Compensation and Benefits	17,754	(325,732)	(353,201)
Accounts Payable and Accrued Expenses	1,743	(966)	(1,093)
Payables to Employees and Related Parties	5,446	(8,734)	12,642
Taxes Payable	(643)	(4,557)	(11,138)
Other Liabilities	(24,264)	(29,395)	(47,416)
Net Cash Provided by Operating Activities	988,151	457,954	531,376
Cash Flows From Investing Activities			
Investments Purchased	(22)	(37)	(80)
Proceeds from Sale of Investments	18,113	—	18,300
Distributions of Private Equity Investments	—	105	238
Investment Securities:			
Proceeds from Sales and Maturities of Investment Securities	3,066,469	3,279,088	3,160,061
Purchases of Investment Securities	(3,108,767)	(3,313,200)	(2,850,658)
Maturity of Certificates of Deposit	172,297	177,446	281,386
Purchase of Certificates of Deposit	(185,420)	(107,733)	(272,757)
Purchase of Furniture, Equipment and Leasehold Improvements	(30,101)	(20,048)	(23,187)
Net Cash Provided by (Used in) Investing Activities	(67,431)	15,621	313,303
Cash Flows From Financing Activities			
Issuance of Noncontrolling Interests	85	733	300
Distributions to Noncontrolling Interests	(30,848)	(27,293)	(45,548)
Payments Under Tax Receivable Agreement	(11,427)	(10,843)	(10,944)
Payment of Notes Payable	—	—	(67,000)
Issuance of Notes Payable	—	—	67,000
Debt Issuance Costs and Make-Whole Amount	—	—	(1,826)
Purchase of Treasury Stock and Noncontrolling Interests	(450,530)	(391,964)	(550,293)
Dividends	(135,832)	(127,864)	(127,257)
Net Cash Provided by (Used in) Financing Activities	(628,552)	(557,231)	(735,568)
Effect of Exchange Rate Changes on Cash	(15,545)	17,017	(24,281)
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	276,623	(66,639)	84,830
Cash, Cash Equivalents and Restricted Cash – Beginning of Period	605,484	672,123	587,293
Cash, Cash Equivalents and Restricted Cash – End of Period	$ 882,107	$ 605,484	$ 672,123
SUPPLEMENTAL CASH FLOW DISCLOSURE			
Payments for Interest	$ 16,214	$ 16,181	$ 16,857
Payments for Income Taxes	$ 98,201	$ 74,639	$ 217,696

Accrued Dividends	$ 16,159	$ 17,054	$ 15,236
Redemption of Luminis Interest	$ 7,305	$ —	$ —
Settlement of Sale of Trilantic VI	$ —	$ —	$ 9,188
Settlement of Contingent Consideration	$ —	$ —	$ 1,083

See Notes to Consolidated Financial Statements.

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

Note 1 – Organization

Evercore Inc., together with its subsidiaries (the "Company"), is an investment banking and investment management firm, incorporated in Delaware and headquartered in New York, New York. The Company is a holding company which owns a controlling interest in, and is the sole general partner of, Evercore LP, a Delaware limited partnership ("Evercore LP"). The Company operates from its offices and through its affiliates in the Americas, Europe, the Middle East and Asia.

The Investment Banking & Equities segment includes the investment banking business through which the Company provides advice to clients on significant mergers, acquisitions, divestitures, shareholder activism and other strategic corporate transactions, with a particular focus on advising prominent multinational corporations and substantial private equity firms on large, complex transactions. The Company also provides liability management and restructuring advice to companies in financial transition, as well as to creditors, shareholders and potential acquirers. In addition, the Company provides its clients with capital markets advice, underwrites securities offerings, raises funds for financial sponsors and provides advisory services focused on partnerships and private funds interests, as well as on primary and secondary transactions for real estate oriented financial sponsors and private equity interests. The Investment Banking & Equities segment also includes the equities business through which the Company offers macroeconomic, policy and fundamental equity research and agency-based equity securities trading for institutional investors. Interests in Seneca Advisors LTDA ("Seneca Evercore") and Luminis Partners ("Luminis", through September 2024), which are accounted for under the equity method of accounting, are also reflected in the Investment Banking & Equities segment.

The Investment Management segment includes the wealth management business through which the Company provides investment advisory, wealth management and fiduciary services for high-net-worth individuals and associated entities, and the private equity business, which holds interests in private equity funds which are not managed by the Company. The Investment Management segment also includes interests in Atalanta Sosnoff Capital, LLC ("Atalanta Sosnoff") and ABS Investment Management Holdings LP and ABS Investment Management GP LLC (collectively, "ABS", through July 2024), which are accounted for under the equity method of accounting.

Note 2 – Significant Accounting Policies

Basis of Presentation – The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

The consolidated financial statements of the Company are comprised of the consolidation of Evercore LP and Evercore LP's wholly-owned and majority-owned direct and indirect subsidiaries, including Evercore Group L.L.C. ("EGL"), a registered broker-dealer in the U.S. The Company's policy is to consolidate all subsidiaries in which it has a controlling financial interest, as well as any variable interest entities ("VIEs") where the Company is deemed to be the primary beneficiary, when it has the power to make the decisions that most significantly affect the economic performance of the VIE and has the obligation to absorb significant losses or the right to receive benefits that could potentially be significant to the VIE. The Company reviews factors, including the rights of the equity holders and obligations of equity holders to absorb losses or receive expected residual returns, to determine if the investment is a VIE. In evaluating whether the Company is the primary beneficiary, the Company evaluates its economic interests in the entity held either directly or indirectly by the Company. The consolidation analysis is generally performed qualitatively. This analysis, which requires judgment, is performed at each reporting date.

Evercore LP is a VIE and the Company is the primary beneficiary. Specifically, the Company has the majority economic interest in Evercore LP and has decision making authority that significantly affects the economic performance of the entity while the limited partners have no kick-out or substantive participating rights. The assets and liabilities of Evercore LP represent substantially all of the consolidated assets and liabilities of the Company with the exception of U.S. corporate taxes and related items, which are presented on the Company's (Parent Company Only) Condensed Statements of Financial Condition in Note 24.

Evercore ISI International Limited ("Evercore ISI U.K."), Evercore Partners International LLP ("Evercore U.K."), Evercore (Japan) Ltd. ("Evercore Japan"), Evercore Consulting (Beijing) Co. Ltd. ("Evercore Beijing"), Evercore Partners Canada Ltd. ("Evercore Canada") and Evercore Asia Limited ("Evercore Hong Kong") are also VIEs, and the Company is the primary beneficiary of these VIEs. Specifically for Evercore ISI U.K., Evercore Japan, Evercore Beijing, Evercore Canada and Evercore Hong Kong, the Company provides financial support through transfer pricing agreements with these entities, which exposes the Company to losses that are potentially significant to these entities, and has decision making authority that significantly affects the economic performance of these entities. The Company has the majority economic interest in Evercore U.K. and has decision making authority that significantly affects the economic performance of this entity. The Company

included in its Consolidated Statements of Financial Condition Evercore ISI U.K., Evercore U.K., Evercore Japan, Evercore Beijing, Evercore Canada and Evercore Hong Kong assets of $581,814 and liabilities of $246,321 at December 31, 2024 and assets of $ 466,588 and liabilities of $224,263 at December 31, 2023.

All intercompany balances and transactions with the Company's subsidiaries have been eliminated upon consolidation.

Evercore LP partnership units

Class A LP Units – At the time of the Company's initial public offering, the members of Evercore LP (the "Members") received Class A limited partnership units of Evercore LP ("Class A LP Units") in consideration for their contribution of the various entities included in the historical combined financial statements of the Company. The Class A LP Units were subject to vesting requirements and transfer restrictions and are exchangeable on a one-for-one basis for shares of Class A common stock of the Company ("Class A Shares"). Periodically, certain employees of the Company purchase vested Class A LP Units at fair value at the time of purchase. At December 31, 2013, all Class A LP Units were fully vested.

Class E LP Units – In conjunction with the acquisition of the operating businesses of International Strategy & Investment ("ISI") in 2014, the Company issued Class E limited partnership units of Evercore LP ("Class E LP Units"), which are exchangeable on a one-for-one basis for Class A Shares. At December 31, 2020, all Class E LP Units were fully vested.

Class I LP Units – In conjunction with the appointment of the Chief Executive Officer (then Executive Chairman), the Company issued unvested Class I-P Units of Evercore LP ("Class I-P Units"). The Class I-P Units were contingently exchangeable into Class I limited partnership units of Evercore LP ("Class I LP Units"), which are exchangeable on a one-for-one basis for Class A Shares. At December 31, 2022, all Class I LP Units were fully vested.

Class K LP Units – The Company periodically awards unvested Class K-P Units of Evercore LP ("Class K-P Units"). The Class K-P Units convert into Class K limited partnership units of Evercore LP ("Class K LP Units"), contingent and based upon the achievement of certain market, performance and continued service conditions. The Class K LP Units are ultimately exchangeable on a one-for-one basis for Class A Shares.

See Note 18 for further information on Evercore LP partnership units ("LP Units") where exchangeability is subject to performance and/or market conditions.

The Company accounts for exchanges of LP Units for Class A Shares based on the carrying amounts of the LP Units immediately before the exchange.

The Company's interest in Evercore LP is within the scope of Accounting Standards Codification ("ASC") 810-20, " *Control of Partnerships and Similar Entities."* The Company consolidates Evercore LP and records noncontrolling interest for the economic interest in Evercore LP held directly by others, which includes the Members.

Revenue Recognition – The Company accounts for revenue recognition under ASC 606, *"Revenue from Contracts with Customers,"* ("ASC 606"), which provides a five step model to revenue recognition as follows:

Step 1: Identify the contract(s) with a customer
Step 2: Identify the performance obligations in the contract
Step 3: Determine the transaction price
Step 4: Allocate the transaction price to the performance obligations in the contract
Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation

The Company applies this model to revenue streams from its Investment Banking & Equities and Investment Management segments.

Investment Banking & Equities Revenue – The Company earns fees from clients for providing advisory services on strategic matters, including mergers, acquisitions, divestitures, leveraged buyouts, liability management and restructurings, activism and defense and similar corporate finance matters. The Company's Investment Banking & Equities segment also includes services related to securities underwriting, private placement services and commissions for agency-based equity trading services and equity research. Revenue is recognized as the Company satisfies performance obligations, upon transfer of control of promised services to customers in an amount that reflects the consideration the Company expects to receive in

exchange for these services. The Company's contracts with customers may include promises to transfer multiple services to a customer. Determining whether services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. For performance obligations satisfied over time, determining a measure of progress requires the Company to make significant judgments that affect the timing of revenue recognized. For certain advisory services, the Company has concluded that performance obligations are satisfied over time. This is based on the premise that the Company transfers control of services and the client simultaneously receives benefits from these services over the course of an engagement. For performance obligations satisfied at a point in time, determining when control transfers requires the Company to make significant judgments that affect the timing of when revenue is recognized. The Company records revenue on the Consolidated Statements of Operations for the following:

Advisory Fees – In general, advisory fees are paid at the time the Company signs an engagement letter, during the course of the engagement or when an engagement is completed. In some circumstances, and as a function of the terms of an engagement letter, the Company may receive fixed retainer fees for financial advisory services concurrent with, or soon after, the execution of the engagement letter or over the course of the engagement, where the engagement letter will specify a future service period associated with those fees. The Company may also receive announcement fees upon announcement of a transaction in addition to success fees upon closing of a transaction or another defined outcome, both of which represent variable consideration. This variable consideration will be included in the transaction price, as defined, and recognized as revenue to the extent that it is probable that a significant reversal of revenue will not occur. When assessing probability, the Company applies careful analysis and judgment to the remaining factors necessary for completion of a transaction, including factors outside of the Company's control. A transaction can fail to be completed for many reasons which are outside of the Company's control, including failure of parties to agree upon final terms, to secure necessary board or shareholder approvals, to secure necessary financing, to achieve necessary regulatory approvals, or due to adverse market conditions. In the case of bankruptcy engagements, fees may be subject to court approval.

With respect to retainer, announcement and success fees in merger and acquisition ("M&A") transactions, there are no distinct performance obligations aside from advisory activities, which are generally focused on achieving a milestone (typically, the announcement and/or the closing of a transaction). These advisory services are provided over time throughout the contract period. The Company recognizes revenue when distinct services are performed and when it is probable that a reversal of revenue will not occur, which is generally upon the announcement or closing of a transaction. Accordingly, in any given period, advisory fees recognized for certain transactions may relate to services performed in prior periods. In circumstances in which retainer fees are received in advance of services, these fees are initially recorded as deferred revenue (a contract liability), which is recorded in Other Current Liabilities on the Consolidated Statements of Financial Condition, and subsequently recognized in Advisory Fees on the Consolidated Statements of Operations during the applicable time period within which the service is rendered. Announcement fees for advisory services are recognized upon announcement (the point at which it is determined that the reversal of revenue is not probable) and all other requirements for revenue recognition are satisfied. A portion of the announcement fee may be deferred based on the services remaining to be completed, if any. Success fees for advisory services, such as M&A advice, are recognized when it is determined that the reversal of revenue is not probable and all other requirements for revenue recognition are satisfied, which is generally at closing of the transaction.

With respect to fairness or valuation opinions, fees are fixed and there is a distinct performance obligation, since the opinion is rendered separate from any other advisory activities. Revenues related to fairness or valuation opinions are recognized at the point in time when the opinion has been rendered and delivered to the client. In the event the Company was to receive an opinion or success fee in advance of the completion conditions noted above, such fee would initially be recorded as deferred revenue (a contract liability) in Other Current Liabilities on the Consolidated Statements of Financial Condition and subsequently recognized in Advisory Fees on the Consolidated Statements of Operations when the conditions of completion have been satisfied.

Placement fee revenues are attributable to capital raising on both corporations and financial sponsors. The Company recognizes placement fees in accordance with the terms of the engagement letter, which are generally contingent on the achievement of a capital commitment by an investor, at the time of the client's acceptance of capital or capital commitments.

Underwriting Fees – Underwriting fees are attributable to public and private offerings of equity and debt securities and are recognized at the point in time when the offering has been deemed to be completed by the lead manager of the underwriting group, or in the case of certain ongoing issuances when the sale of the securities has settled. When the offering is completed, the performance obligation has been satisfied and the Company recognizes the applicable

management fee, selling concession, sales agent commission or placement agent fee. Offering expenses are presented gross in the Consolidated Statements of Operations. The Company also manages assignments involving the exchange of an issuer's securities where fees are recognized when earned.

Commissions and Related Revenue – Commissions and Related Revenue include commissions received from customers for the execution of agency-based brokerage transactions in listed and over-the-counter equities. The execution of each trade order represents a distinct performance obligation and the transaction price at the point in time of trade order execution is fixed. Trade execution is satisfied at the point in time that the customer has control of the asset and as such, fees are recorded on a trade date basis or, in the case of payments under commission sharing arrangements, when earned. The Company also earns subscription fees for the sale of research, as well as revenues from trades primarily executed on a riskless principal basis. The delivery of research under subscription arrangements represents a distinct performance obligation that is satisfied over time. The fees are fixed and are recognized over the period in which the performance obligation is satisfied. Cash received before the subscription period ends is initially recorded as deferred revenue (a contract liability) in Other Current Liabilities on the Consolidated Statements of Financial Condition, and is recognized in Commissions and Related Revenue on the Consolidated Statements of Operations ratably over the period in which the related services are rendered.

Taxes collected from customers and remitted to governmental authorities are presented on a net basis on the Consolidated Statements of Operations.

Asset Management and Administration Fees – The Company's Investment Management segment generates revenues from the management of client assets and through interests in private equity funds which are not managed by the Company. The Company's contracts with customers may include promises to transfer multiple services to a customer. Determining whether services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. For performance obligations satisfied over time, determining a measure of progress requires the Company to make significant judgments that affect the timing of revenue recognized.

Asset management fees for third-party clients are generally based on the value of the assets under management and any performance fees that may be negotiated with the client. The management of asset portfolios represents a distinct performance obligation that is satisfied over time. These fees are generally recognized over the period that the related services are provided and in which the performance obligation is satisfied, based upon the beginning, ending or average value of the assets for the relevant period. Fees paid in advance of services rendered are initially recorded as deferred revenue (a contract liability), which is recorded in Other Current Liabilities on the Consolidated Statements of Financial Condition, and are recognized in Asset Management and Administration Fees on the Consolidated Statements of Operations ratably over the period in which the related service is rendered.

Fees generated for serving as an independent fiduciary and/or trustee are either based on a flat fee, are pre-negotiated with the client or are based on the value of assets under administration. The management of assets under administration represents a distinct performance obligation that is satisfied over time. For ongoing engagements, fees are billed monthly or quarterly either in advance or in arrears. Fees paid in advance of services rendered and satisfaction of the performance obligation are initially recorded as deferred revenue (a contract liability) in Other Current Liabilities on the Consolidated Statements of Financial Condition, and are recognized in Asset Management and Administration Fees on the Consolidated Statements of Operations ratably over the period in which the related services are rendered and the performance obligation is satisfied.

Other Revenue, Including Interest and Investments, and Interest Expense – Other Revenue, Including Interest and Investments, includes the following:

- Interest income, including accretion, and income (losses) on investment securities, including the Company's investment funds (which are used as an economic hedge against the Company's deferred cash compensation program), certificates of deposit, cash and cash equivalents and long-term accounts receivable
- Gains on the sale of the Company's interests in ABS in 2024 and 2022. See Note 10 for further information
- A loss related to the release of cumulative foreign exchange losses resulting from the redemption of the Company's interest in Luminis in 2024. See Note 10 for further information

- Gains (losses) resulting from foreign currency exchange rate fluctuations and foreign currency exchange forward contracts used as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments
- Realized and unrealized gains and losses on interests in private equity funds which the Company does not manage
- Adjustments to amounts due pursuant to the Company's tax receivable agreement, subsequent to its initial establishment, related to changes in enacted tax rates

Interest Expense includes interest expense associated with the Company's Notes Payable and lines of credit.

Client Expense Reimbursement – In the conduct of its financial advisory service engagements, the Company receives reimbursement for certain expenses incurred by the Company in the course of performing services. Transaction-related expenses, which are billable to clients, are recognized as revenue and recorded in Accounts Receivable on the later of the date of an executed engagement letter or the date the expense is incurred.

Noncontrolling Interest – Noncontrolling interest recorded in the consolidated financial statements relates to the portions of the Company's subsidiaries not owned by the Company. The Company allocates net income to noncontrolling interests held at Evercore LP and at the operating entity level, where required, by multiplying the relative ownership interest of the noncontrolling interest holders for the period by the net income or loss for the entity to which the noncontrolling interest relates. In circumstances where the governing documents of the entity to which the noncontrolling interest relates require special allocations of profits (losses) to the controlling and noncontrolling interest holders, the net income or loss of these entities is allocated based on these special allocations.

Noncontrolling Interest is presented as a component of Total Equity on the Consolidated Statements of Financial Condition and below Net Income on the Consolidated Statements of Operations. In addition, there is an allocation of the components of Total Comprehensive Income between controlling interests and noncontrolling interests. Changes in a parent's ownership interest while the parent retains control of its subsidiary are accounted for as equity transactions.

See Note 16 for further information.

Fair Value of Financial Instruments – The majority of the Company's assets and liabilities are recorded at fair value or at amounts that approximate fair value. Such assets and liabilities include cash and cash equivalents, investment securities, investments, receivables and payables and accruals. See Note 11 for further information.

Cash and Cash Equivalents – Cash and Cash Equivalents consist of short-term highly-liquid investments with original maturities of three months or less.

Investment Securities and Certificates of Deposit and Futures and Forward Contracts – Investment Securities may include investments in U.S. Treasury securities, other debt securities and investments in readily-marketable equity securities, including the Company's portfolio of exchange-traded funds, which are accounted for under ASC 320-10, "*Investments - Debt Securities"* and ASC 321-10, "*Investments - Equity Securities,"* ("ASC 321-10"). The securities are carried at fair value on the Consolidated Statements of Financial Condition; debt securities are valued based on quoted prices that exist in the marketplace for similar issues and equity securities are valued using quoted market prices on applicable exchanges or markets. Investment Securities transactions are recorded as of the trade date. The Company also periodically enters into futures contracts as an economic hedge against the Company's deferred cash compensation program and foreign currency exchange forward contracts as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments. In accordance with ASC 815, *"Derivatives and Hedging,"* ("ASC 815"), futures and forward contracts are carried at fair value.

Debt securities are classified as available-for-sale and any unrealized gains and losses are recorded as net increases or decreases to Accumulated Other Comprehensive Income (Loss), net of tax, and realized gains and losses on these securities are included in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. Realized and unrealized gains and losses on equity securities and futures contracts are recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. EGL also invests in fixed income portfolios consisting of U.S. Treasury securities, which are carried at fair value, with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations, as required for broker-dealers in securities. Certificates of Deposit consist of investments with certain banks with original maturities of four months or less when purchased.

See Note 8 for further information.

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Accounts Receivable and Contract Assets – Accounts Receivable consists primarily of investment banking fees and expense reimbursements charged to the Company's clients. The Company records accounts receivable, net of any allowance for credit losses, when relevant revenue recognition criteria has been achieved and payment is conditioned on the passage of time. The Company maintains an allowance for credit losses to provide coverage for estimated losses from its client receivables. In accordance with ASC 326, *"Financial Instruments - Credit Losses"* , the Company determines the adequacy of the allowance by estimating the probability of loss based on the Company's analysis of historical credit loss experience of its client receivables, and taking into consideration current market conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. The Company has determined that long-term forecasted information is not relevant to its fee receivables, which are primarily short-term. The Company updates its average credit loss rates periodically and maintains a quarterly allowance review process to consider current factors that would require an adjustment to the credit loss allowance. In addition, the Company periodically performs a qualitative assessment to monitor risks associated with current and forecasted conditions that may require an adjustment to the expected credit loss rates. Expected credit losses for financial assets and changes to expected credit losses during the period are recognized in earnings.

The Company's receivables collection periods are generally within 90 days of invoice, with the exception of placement fees, which are generally collected within 180 days of invoice, and certain fees primarily related to private funds capital raising and the private capital businesses, a portion of which may be collected in a period exceeding one year. The collection period for liability management and restructuring transaction receivables may exceed 90 days. Receivables that are collected in a period exceeding one year are reflected in Other Assets on the Consolidated Statements of Financial Condition.

The Company records contract assets within Other Current Assets and Other Assets on the Consolidated Statements of Financial Condition when payment is due from a client conditioned on future performance or the occurrence of other events. The Company also recognizes a contract asset for the incremental costs of obtaining a contract with a customer if the benefit of those costs is expected to be longer than one year. The Company applies a practical expedient to expense costs to obtain a contract as incurred when the amortization period is one year or less.

See Note 4 for further information.

Investments – The Company's investments include investments in unconsolidated affiliated companies and other investments in private equity partnerships:

Affiliates – The Company has equity interests in Atalanta Sosnoff, Seneca Evercore, ABS (through July 2024) and Luminis (through September 2024) and includes its share of the income (losses) from these entities within Income from Equity Method Investments, as a component of Income Before Income Taxes, on the Consolidated Statements of Operations.

The Company assesses each of its equity method investments annually for impairment, or more frequently if circumstances indicate impairment may have occurred.

Private Equity – The investments in private equity funds consist primarily of investments in marketable and non-marketable securities of the portfolio companies. The underlying investments held by the private equity funds are valued based on quoted market prices or estimated fair value if there is no public market. The fair value of non-marketable securities is determined by giving consideration to a range of factors, including but not limited to, market conditions, operating performance (current and projected) and subsequent financing transactions. Due to the inherent uncertainty in the valuation of these non-marketable securities, estimated values may materially differ from the values that would have been used had a ready market existed for these investments. Investments in publicly-traded securities held by the private equity funds are valued using quoted market prices. The Company recognizes its allocable share of the changes in fair value of the private equity funds' underlying investments as realized and unrealized gains (losses) within Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations.

Other Investments – The Company also maintains investments in Glisco Manager Holdings LP and equity securities in private companies, which are accounted for as equity securities without readily determinable fair values in accordance with ASC 321-10. The Company assesses these investments quarterly for impairment, or more frequently if circumstances indicate impairment may have occurred.

See Note 10 for further information.

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Leases – Pursuant to ASC 842, *"Leases"* ("ASC 842"), the Company includes the impact of all leases, including short-term leases, on its Consolidated Statements of Financial Condition. The Company does not separate lease and non-lease components of contracts for leases for the use of office space and equipment. Operating leases for office space generally contain payments for real estate taxes, common area maintenance and other operating expenses in addition to rent payments that are not fixed; the Company accounts for these costs as variable payments and does not include these as part of the lease component.

The present values of the Company's lease commitments are reflected as long-term assets, within Operating Lease Right-of-Use Assets, with corresponding liabilities classified as current and non-current, within Operating Lease Liabilities on the Company's Consolidated Statements of Financial Condition. The Company determines if an arrangement is a lease at inception. Right-of-use assets represent the Company's right to use the underlying assets for their lease terms and lease liabilities represent the Company's obligation to make lease payments arising from these leases. Right-of-use assets and lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. Right-of-use assets are subject to certain adjustments for lease incentives and initial direct costs. The lease terms include options to extend the lease when it is reasonably certain that the Company will exercise that option. The Company's lease agreements do not contain any residual value guarantees.

Operating lease expense is included in Occupancy and Equipment Rental on the Company's Consolidated Statements of Operations.

See Note 9 for further information.

Furniture, Equipment and Leasehold Improvements – Fixed assets, including equipment, hardware and software and leasehold improvements, are stated at cost, net of accumulated depreciation and amortization. Furniture, equipment and computer hardware and software are depreciated using the straight-line method over the estimated useful lives of the assets, primarily ranging from three to seven years. Leasehold improvements are amortized over the shorter of the term of the lease or the useful life of the asset. Certain costs associated with the acquisition or development of internal-use software and cloud computing arrangements are also capitalized. Once the software is ready for its intended use, the capitalized costs are amortized using the straight-line method over the estimated useful life of the software or hosting arrangement. Capitalized costs associated with cloud computing arrangements are presented in the same line item on the Consolidated Statements of Financial Condition that a prepayment of the fees for the associated hosting arrangement is presented in (within Other Assets). The capitalized costs associated with cloud computing arrangements are amortized over the term of the arrangement and the expense is presented in the same line item on the Consolidated Statements of Operations as the fees associated with the hosting element of the arrangement (within Communications and Information Services).

See Note 12 for further information.

Goodwill and Intangible Assets – Goodwill is tested for impairment annually, as of November 30 th, or more frequently if circumstances indicate impairment may have occurred. The Company assesses whether any goodwill allocated to its applicable reporting unit is impaired by comparing the fair value of each reporting unit with its respective carrying amount. For acquired businesses, contingent consideration is recognized and measured at fair value as of the acquisition date and at subsequent reporting periods.

The Company tests goodwill for impairment at the reporting unit level. In determining the fair value for each reporting unit the Company utilizes either a market multiple approach or a discounted cash flow methodology based on the adjusted cash flows from operations, or a weighted combination of both a market multiple approach and discounted cash flow methodology. The market multiple approach includes applying the average earnings multiples of comparable public companies for their respective reporting unit multiplied by the forecasted earnings of the respective reporting unit to yield an estimate of fair value. The discounted cash flow methodology begins with the forecasted adjusted cash flows from each of the reporting units and uses a discount rate that reflects the weighted average cost of capital adjusted for the risks inherent in the future cash flows.

The Company recognizes an impairment charge for the amount by which the carrying amount of a reporting unit exceeds its fair value.

Intangible assets with finite lives are amortized over their estimated useful lives and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable, in accordance with ASC 360, "*Property, Plant, and Equipment*".

See Note 5 for further information.

Compensation and Benefits – Compensation includes salaries, bonuses (discretionary awards and guaranteed amounts), severance, deferred cash and share-based compensation, and other benefits. Cash bonuses are accrued over the respective service periods to which they relate and deferred cash and share-based grants are expensed prospectively over their requisite service period, subject to acceleration in certain cases.

Effective January 1, 2023, the Company changed its medical insurance plan in the U.S. from a fully insured to a self-funded plan. The Company is liable for the funding of claims under the self-funded plan. The Company also maintains stop-loss insurance for its medical plan to provide coverage for claims over a defined financial threshold. In accordance with ASC 405-30, "*Liabilities - Insurance-Related Assessments*", the Company accrues losses for the total cost of both asserted and unasserted claims. The cost of incurred but not reported claims is measured at the present value, as applicable, of the estimated ultimate cost to the plan of settling those claims. See Note 14 for further information.

Share-Based Payments and Other Deferred Compensation – The Company issues share-based and deferred cash compensation awards as part of its annual bonus awards, in conjunction with new hire arrangements or for the purpose of incentive or retention. Periodically, incentive awards granted include both performance and service-based vesting requirements and, in certain awards, market-based requirements.

The Company accounts for share-based payments in accordance with ASC 718, "Compensation – Stock Compensation" ("ASC 718"). As such, the grant date fair value of share-based compensation awards that require future service is amortized over the applicable requisite service period of the award. Expense related to share-based and deferred cash compensation awards to employees is included within Employee Compensation and Benefits on the Consolidated Statements of Operations. Expense is recognized for awards with performance conditions if, and to the extent, it is probable that the performance condition will be achieved. The effect of a market condition is reflected in the grant date fair value of an award and expense is recognized provided that the service condition is satisfied and to the extent that any performance condition is achieved. Awards made to employees who are, or will become, retirement eligible prior to the stated vesting date are amortized over the expected substantive service period of the award.

Awards classified as liabilities as required under ASC 718, such as cash settled share-based awards, are re-measured at fair value at each reporting period.

See Note 18 for further information.

Foreign Currency Translation – Foreign currency assets and liabilities have been translated at rates of exchange prevailing at the end of the periods presented. Income and expenses transacted in foreign currency have been translated at average monthly exchange rates during the period. Translation gains and losses are included in Foreign Currency Translation Adjustment Gain (Loss), net, as a component of Other Comprehensive Income (Loss) on the Consolidated Statements of Changes in Equity and the Consolidated Statements of Comprehensive Income. Transactional exchange gains and losses, as well as releases of cumulative foreign currency translation gains and losses from Accumulated Other Comprehensive Income (Loss), are included in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations.

Income Taxes – The Company accounts for income taxes in accordance with ASC 740, " *Income Taxes"* ("ASC 740"), which requires the recognition of tax benefits or expenses on temporary differences between the financial reporting and tax basis of its assets and liabilities.

Deferred income taxes reflect the net tax effects of temporary differences between financial reporting and the tax basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when such differences are expected to reverse. Such temporary differences are reflected on the Company's Consolidated Statements of Financial Condition as deferred tax assets and liabilities. The Company accounts for the impact of changes in statutory income tax rates on deferred tax assets and liabilities in the year of enactment. Deferred tax assets are reduced by a valuation allowance when it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. Significant management judgment is required in determining the Company's provision for income taxes, deferred tax assets and liabilities and any valuation allowance recorded against the Company's net deferred tax assets.

Excess tax benefits and deficiencies from the delivery of Class A Shares under share-based payment arrangements are recognized in the Company's Provision for Income Taxes on the Consolidated Statements of Operations.

ASC 740 provides a benefit recognition model with a two-step approach consisting of "more-likely-than-not" recognition criteria, and a measurement attribute that measures the position as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement. ASC 740 also requires the recognition of liabilities created by differences between tax positions taken in a tax return and amounts recognized in the financial statements.

See Note 21 for further information.

Note 3 – Recent Accounting Pronouncements

ASU 2023-07 **–** In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07, *"Improvements to Reportable Segment Disclosures"* ("ASU 2023-07"). ASU 2023-07 provides amendments to ASC 280, *"Segment Reporting"* ("ASC 280"), which require disclosure of incremental segment information on an annual and interim basis, and require that all annual disclosures currently required by ASC 280 about a reportable segment's profit or loss and assets are also provided in interim periods. The amendments in this update are effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The amendments should be applied on a retrospective basis. The Company adopted ASU 2023-07 on January 1, 2024. The adoption of ASU 2023-07 resulted in the Company providing disclosure of incremental segment information, including significant segment expenses that are regularly provided to the Company's Chief Operating Decision Maker ("CODM"). See Note 23 for further information.

ASU 2023-09 **–** In December 2023, the FASB issued ASU No. 2023-09, *"Improvements to Income Tax Disclosures"* ("ASU 2023-09"). ASU 2023-09 provides amendments to ASC 740, which require greater disaggregation of information in a reporting entity's effective tax rate reconciliation, require disaggregation of income taxes paid by federal, state, and foreign jurisdictions and add or modify certain other disclosure requirements. The amendments in this update are effective for annual periods beginning after December 15, 2024, with early adoption permitted. The amendments should be applied on a prospective or retrospective basis. The Company is currently assessing the impact of this update on the Company's financial condition, results of operations and cash flows, or disclosures thereto.

ASU 2024-01 **–** In March 2024, the FASB issued ASU No. 2024-01, *"Compensation – Stock Compensation (Topic 718): Scope Application of Profits Interest and Similar Awards"* ("ASU 2024-01"). ASU 2024-01 provides amendments to ASC 718, which provide guidance in determining whether profits interest and similar awards should be accounted for as share-based arrangements within the scope of Topic 718. The amendments in this update are effective for annual periods beginning after December 15, 2024. The amendments should be applied on a prospective or retrospective basis. The Company adopted ASU 2024-01 on January 1, 2025 on a prospective basis. The adoption of ASU 2024-01 did not have a material impact on the Company's financial condition, results of operations and cash flows, or disclosures thereto.

ASU 2024-03 **–** In November 2024, the FASB issued ASU No. 2024-03, *"Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses"* ("ASU 2024-03"). ASU 2024-03 provides amendments to ASC 220, *"Income Statement – Reporting Comprehensive Income"* ("ASC 220"), which require disaggregated disclosure of certain income statement expense captions into specified categories within the notes to the financial statements. The amendments in this update are effective for annual periods beginning after December 15, 2026, with early adoption permitted. The amendments should be applied on a prospective or retrospective basis. The Company is currently assessing the impact of this update on the Company's financial condition, results of operations and cash flows, or disclosures thereto.

Note 4 – Revenue and Accounts Receivable

The following table presents revenue recognized by the Company for the years ended December 31, 2024, 2023 and 2022:

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	For the Years Ended December 31,		
	2024	2023	2022
Investment Banking & Equities:			
Advisory Fees	$ 2,440,605	$ 1,963,857	$ 2,392,990
Underwriting Fees	157,067	111,016	122,596
Commissions and Related Revenue	214,045	202,789	206,207
Total Investment Banking & Equities	$ 2,811,717	$ 2,277,662	$ 2,721,793
Investment Management:			
Asset Management and Administration Fees:			
Wealth Management	$ 79,550	$ 67,041	$ 64,483
Total Investment Management	$ 79,550	$ 67,041	$ 64,483

Contract Balances

The change in the Company's contract assets and liabilities during the following periods primarily reflects timing differences between the Company's performance and the client's payment. The Company's receivables, contract assets and deferred revenue (contract liabilities) for the years ended December 31, 2024 and 2023 are as follows:

	For the Year Ended December 31, 2024				
	Receivables (Current)[1]	Receivables (Long-term)[2]	Contract Assets (Current)[3]	Contract Assets (Long-term)[2]	Deferred Revenue (Current Contract Liabilities)[4]
Balance at January 1, 2024	$ 371,606	$ 93,689	$ 85,401	$ 5,845	$ 3,524
Increase (Decrease)	49,896	7,625	(23,022)	8,632	58
Balance at December 31, 2024	$ 421,502	$ 101,314	$ 62,379	$ 14,477	$ 3,582

	For the Year Ended December 31, 2023				
	Receivables (Current)[1]	Receivables (Long-term)[2]	Contract Assets (Current)[3]	Contract Assets (Long-term)[2]	Deferred Revenue (Current Contract Liabilities)[4]
Balance at January 1, 2023	$ 385,131	$ 64,139	$ 110,468	$ 8,028	$ 5,071
Increase (Decrease)	(13,525)	29,550	(25,067)	(2,183)	(1,547)
Balance at December 31, 2023	$ 371,606	$ 93,689	$ 85,401	$ 5,845	$ 3,524

(1) Included in Accounts Receivable on the Consolidated Statements of Financial Condition.
(2) Included in Other Assets on the Consolidated Statements of Financial Condition.
(3) Included in Other Current Assets on the Consolidated Statements of Financial Condition.
(4) Included in Other Current Liabilities on the Consolidated Statements of Financial Condition.

The Company's contract assets represent arrangements in which an estimate of variable consideration has been included in the transaction price and thereby recognized as revenue that precedes the contractual due date. Under ASC 606, revenue is recognized when all material conditions for completion have been met and it is probable that a significant revenue reversal will not occur in a future period.

The Company recognized revenue of $ 23,302, $29,587 and $44,579 on the Consolidated Statements of Operations for the years ended December 31, 2024, 2023 and 2022, respectively, that was initially included in deferred revenue within Other Current Liabilities on the Company's Consolidated Statements of Financial Condition.

Generally, performance obligations under client arrangements will be settled within one year; therefore, the Company has elected to apply the practical expedient in ASC 606-10-50-14.

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The allowance for credit losses for the years ended December 31, 2024 and 2023 is as follows:

	For the Years Ended December 31,	
	2024	2023
Beginning Balance	$ 5,603	$ 4,683
Bad debt expense, net of reversals	2,334	5,559
Write-offs, foreign currency translation and other adjustments	(5,684)	(4,639)
Ending Balance	$ 2,253	$ 5,603

The change in the balance during the year ended December 31, 2024 is primarily related to the write-off of aged receivables.

For long-term accounts receivable and long-term contract assets, the Company monitors clients' creditworthiness based on collection experience and other internal metrics. The following table presents the Company's long-term accounts receivable and long-term contract assets, primarily from the Company's private and secondary fund advisory businesses, as of December 31, 2024, by year of origination:

	Amortized Carrying Value by Origination Year					
	2024	2023	2022	2021	2020	Total
Long-term Accounts Receivable and Long-term Contract Assets	$ 79,311	$ 24,432	$ 10,719	$ 1,329	$ —	$ 115,791

Note 5 – Business Changes and Developments

Goodwill and Intangible Assets

Goodwill associated with the Company's acquisitions is as follows:

	Investment Banking & Equities	Investment Management	Total
Balance at December 31, 2022 (1)	$ 115,758	$ 7,527	$ 123,285
Foreign Currency Translation and Other	2,208	—	2,208
Balance at December 31, 2023 (1)	117,966	7,527	125,493
Foreign Currency Translation and Other	(1,041)	—	(1,041)
Balance at December 31, 2024 (1)	$ 116,925	$ 7,527	$ 124,452

(1) The amount of the Company's goodwill before accumulated impairment losses of $ 38,528 was $162,980, $164,021 and $161,813 at December 31, 2024, 2023 and 2022, respectively.

Expense associated with the amortization of intangible assets was $ 336 for the year ended December 31, 2022. The Company's intangible assets were fully amortized as of December 31, 2022.

Impairments of Goodwill

At November 30, 2024 and 2023, in accordance with ASC 350, *"Intangibles - Goodwill and Other"*, the Company performed its annual goodwill impairment assessment and concluded that the fair value of its reporting units substantially exceeded their carrying values.

Note 6 – Special Charges, Including Business Realignment Costs

The Company recognized $7,305 for the year ended December 31, 2024, as Special Charges, Including Business Realignment Costs, related to the write-off of the remaining carrying value of the Company's investment in Luminis in connection with the redemption of the Company's interest. See Note 10 for further information.

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The Company recognized $2,921 for the year ended December 31, 2023, as Special Charges, Including Business Realignment Costs, related to the write-off of non-recoverable assets in connection with the wind-down of the Company's operations in Mexico.

The Company recognized $3,126 for the year ended December 31, 2022, as Special Charges, Including Business Realignment Costs, related to charges associated with the prepayment of the Company's 5.23% Series B senior notes originally due March 30, 2023 (the "Series B Notes"), as well as certain professional fees, separation benefits and other charges related to the wind-down of the Company's operations in Mexico. See Note 13 for further information.

Note 7 – Related Parties

Advisory Fees includes fees earned from clients that have the Company's Senior Managing Directors, certain Senior Advisors and executives as a member of their Board of Directors of $2,932, $5,494 and $11,680 for the years ended December 31, 2024, 2023 and 2022, respectively.

Other Assets on the Consolidated Statements of Financial Condition includes the long-term portion of loans receivable from certain employees of $29,357 and $21,186 as of December 31, 2024 and 2023, respectively. See Note 18 for further information.

Receivable from Employees and Related Parties on the Consolidated Statements of Financial Condition consisted of the following at December 31, 2024 and 2023:

	December 31,	
	2024	2023
Advances to Employees	$ 33,378	$ 25,364
Personal Expenses Paid on Behalf of Employees and Related Parties	42	59
Other	146	323
Receivable from Employees and Related Parties	$ 33,566	$ 25,746

Payable to Employees and Related Parties on the Consolidated Statements of Financial Condition consisted of the following at December 31, 2024 and 2023:

	December 31,	
	2024	2023
Amounts Due to U.K. Members	$ 37,101	$ 32,618
Amounts Due Pursuant to Tax Receivable Agreements [1]	10,423	10,522
Amounts Due to Employees for the Sale of Outstanding Class R Interests of Private Capital Advisory L.P.[2]	—	2,023
Other	970	675
Payable to Employees and Related Parties	$ 48,494	$ 45,838

(1) Reflects the current portion due related to the Member exchange of Class A LP Units for Class A Shares. The long-term portion of $ 52,968 and $52,813 is included within Amounts Due Pursuant to Tax Receivable Agreements on the Consolidated Statements of Financial Condition at December 31, 2024 and 2023, respectively.

(2) Reflects the current portion of contingent cash consideration due to employees of the Real Estate Capital Advisory ("RECA") business for the sale of Class R Interests of Private Capital Advisory L.P. See Note 16 for further information.

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Note 8 – Investment Securities and Certificates of Deposit

The Company's Investment Securities and Certificates of Deposit as of December 31, 2024 and 2023 were as follows:

	December 31,	
	2024	2023
Debt Securities	$ 813,804	$ 744,315
Equity Securities	298	375
Debt Securities Carried by EGL	459,916	476,778
Investment Funds	178,703	160,559
Total Investment Securities, at fair value	$ 1,452,721	$ 1,382,027
Certificates of Deposit, at contract value	66,660	54,856
Total Investment Securities and Certificates of Deposit	$ 1,519,381	$ 1,436,883

Debt Securities

Debt Securities are classified as available-for-sale securities within Investment Securities and Certificates of Deposit on the Consolidated Statements of Financial Condition. These securities, which are primarily comprised of U.S. Treasury securities, are stated at fair value with unrealized gains and losses included in Accumulated Other Comprehensive Income (Loss) on the Consolidated Statements of Financial Condition and realized gains and losses included in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations, on a specific identification basis.

Gross unrealized gains included in Accumulated Other Comprehensive Income (Loss) were $ 297 and $141 as of December 31, 2024 and 2023, respectively. Gross unrealized losses included in Accumulated Other Comprehensive Income (Loss) were ($4) as of December 31, 2023.

Net unrealized gains included in Other Comprehensive Income were $ 162, $139 and $4,459 for the years ended December 31, 2024, 2023 and 2022, respectively.

Gross realized losses included within Other Revenue, Including Interest and Investments, were ($ 49), ($261) and ($34) for the years ended December 31, 2024, 2023 and 2022, respectively.

Proceeds from the sales and maturities of available-for-sale securities, including interest, were $ 1,291,058, $1,772,642 and $1,415,291 for the years ended December 31, 2024, 2023 and 2022, respectively.

Scheduled maturities of the Company's available-for-sale debt securities as of December 31, 2024 and 2023 were as follows:

	December 31, 2024		December 31, 2023	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due within one year	$ 813,507	$ 813,804	$ 743,198	$ 743,338
Due after one year through five years	—	—	980	977
Total	$ 813,507	$ 813,804	$ 744,178	$ 744,315

The Company has the ability and intent to hold available-for-sale securities until a recovery of fair value is equal to an amount approximating its amortized cost, which may be at maturity. Further, the securities are all U.S. Treasury securities and the Company has not incurred credit losses on its securities. As such, the Company does not consider these securities to be impaired at December 31, 2024 and has not recorded a credit allowance on these securities.

Equity Securities

Equity Securities are carried at fair value with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. The Company had net realized and unrealized gains (losses) of

($78), $41 and ($525) for the years ended December 31, 2024, 2023 and 2022, respectively (of which ($ 78), $41 and ($496), respectively, were net unrealized gains (losses)).

Debt Securities Carried by EGL

EGL invests in a fixed income portfolio consisting primarily of U.S. Treasury securities. These securities are carried at fair value, with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations, as required for broker-dealers in securities. The Company had net realized and unrealized gains of $12, $216 and $1,777 for the years ended December 31, 2024, 2023 and 2022, respectively.

Investment Funds

The Company invests in a portfolio of exchange-traded funds as an economic hedge against its deferred cash compensation program. See Note 18 for further information. These securities are carried at fair value, with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations. The Company had net realized and unrealized gains (losses) of $33,894, $31,724 and ($29,778) for the years ended December 31, 2024, 2023 and 2022, respectively (of which $ 23,192, $26,342 and ($45,619), respectively, were net unrealized gains (losses)).

Certificates of Deposit

At December 31, 2024 and 2023, the Company held certificates of deposit of $ 66,660 and $54,856, respectively, with certain banks with original maturities of four months or less when purchased.

Note 9 – Leases

Operating Leases – The Company leases office space under non-cancelable lease agreements, which expire on various dates through 2035. The Company reflects lease expense over the lease terms on a straight-line basis, which include options to extend the lease when it is reasonably certain that the Company will exercise that option. Occupancy lease agreements, in addition to base rentals, generally are subject to escalation provisions based on certain costs incurred by the landlord. The Company does not have any leases with variable lease payments. Occupancy and Equipment Rental on the Consolidated Statements of Operations includes operating lease cost for office space of $60,159, $56,202 and $51,913 for the years ended December 31, 2024, 2023 and 2022, respectively, and variable lease cost, which principally include costs for real estate taxes, common area maintenance and other operating expenses of $5,815, $5,548 and $6,563 for the years ended December 31, 2024, 2023 and 2022, respectively.

In conjunction with the lease of office space, the Company has entered into letters of credit in the amount of $ 5,886 and $5,757 as of December 31, 2024 and 2023, respectively, which are secured by cash that is included in Other Assets on the Consolidated Statements of Financial Condition.

The Company has entered into various operating leases for the use of office equipment (primarily computers, printers, copiers and other information technology related equipment). Occupancy and Equipment Rental on the Consolidated Statements of Operations includes operating lease cost for office equipment of $6,372, $5,663 and $5,316 for the years ended December 31, 2024, 2023 and 2022, respectively.

The Company uses its secured incremental borrowing rate to determine the present value of its right-of-use assets and lease liabilities. The determination of an appropriate incremental borrowing rate requires significant assumptions and judgment. The Company's incremental borrowing rate was calculated based on the Company's recent debt issuances and current market conditions. The Company scales the rates appropriately depending on the life of the leases.

The Company incurred net operating cash outflows of $ 45,572, $46,030 and $57,456 for the years ended December 31, 2024, 2023 and 2022, respectively, related to its operating leases, which was net of cash received from lease incentives of $2,666, $5,599 and $3,412 for the years ended December 31, 2024, 2023 and 2022, respectively.

Other information as it relates to the Company's operating leases is as follows:

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	For the Years Ended December 31,	
	2024	2023
New Right-of-Use Assets obtained in exchange for new operating lease liabilities	$ 104,203	$ 182,039

	December 31,	
	2024	2023
Weighted-average remaining lease term - operating leases	10.2 years	10.7 years
Weighted-average discount rate - operating leases	4.77 %	4.56 %

In conjunction with its lease agreements at 55 East 52nd St., New York, New York, the Company had an option to take on an additional three floors, which it exercised during 2023. The Company entered into a lease agreement for this space in January 2024 and the lease commenced in November 2024. The lease term will end on December 31, 2035. New Right-of-Use Assets obtained in exchange for new operating lease liabilities for the year ended December 31, 2024 includes $81,617 related to this space.

As of December 31, 2024, the maturities of the undiscounted operating lease liabilities for which the Company has commenced use are as follows:

2025	$ 80,610
2026	79,257
2027	69,980
2028	61,663
2029	52,166
Thereafter	375,979
Total lease payments	719,655
Less: Tenant Improvement Allowances	(20,708)
Less: Imputed Interest	(149,525)
Present value of lease liabilities	549,422
Less: Current lease liabilities	(55,253)
Long-term lease liabilities	$ 494,169

The Company has entered into certain lease agreements, primarily for office space, which have not yet commenced and thus are not yet included on the Company's Consolidated Statements of Financial Condition as right-of-use assets and lease liabilities. The Company anticipates that these leases will commence in 2025 and will have lease terms of 3 to 10 years once they have commenced. The additional future payments under these arrangements are $23,555 as of December 31, 2024.

In September 2024, the Company entered into a binding agreement affirming its intent to lease office space in London, United Kingdom. The Company anticipates signing the lease in 2026, following construction of the building, and anticipates that it will take possession of this space by the end of 2026. The lease term will end in 2041. The expected approximate additional annual expense under this lease agreement, net of certain lease incentives, is £12,000, and the aggregate expected additional future payments under this arrangement are £ 175,000.

Note 10 – Investments

The Company's investments reported on the Consolidated Statements of Financial Condition consist of investments in unconsolidated affiliated companies, other investments in private equity partnerships and equity securities in private companies. The Company's investments are relatively high-risk and illiquid assets.

The Company's investments in Atalanta Sosnoff, Seneca Evercore, ABS (through July 2024) and Luminis (through September 2024) are in voting interest entities. The Company's share of earnings (losses) from these investments is included within Income from Equity Method Investments on the Consolidated Statements of Operations.

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The Company also has investments in private equity partnerships which consist of investment interests in private equity funds which are voting interest entities. Realized and unrealized gains and losses on private equity investments are included within Other Revenue, Including Interest and Investments, on the Consolidated Statements of Operations.

Equity Method Investments

A summary of the Company's investments accounted for under the equity method of accounting as of December 31, 2024 and 2023 was as follows:

	December 31,	
	2024	2023
Atalanta Sosnoff	$ 11,155	$ 10,906
Seneca Evercore	1,462	904
ABS	—	18,770
Luminis	—	6,296
Total	$ 12,617	$ 36,876

Atalanta Sosnoff

The Company has an investment accounted for under the equity method of accounting in Atalanta Sosnoff. At December 31, 2024, the Company's ownership interest in Atalanta Sosnoff was 49%. This investment resulted in earnings of $ 3,127, $1,903 and $2,319 for the years ended December 31, 2024, 2023 and 2022, respectively, included within Income from Equity Method Investments on the Consolidated Statements of Operations.

Seneca Evercore

The Company has an investment accounted for under the equity method of accounting in Seneca Evercore. At December 31, 2024, the Company's ownership interest in Seneca Evercore was 20%. This investment resulted in earnings of $ 290, $230 and $404 for the years ended December 31, 2024, 2023 and 2022, respectively, included within Income from Equity Method Investments on the Consolidated Statements of Operations. This investment is subject to currency translation from the Brazilian real to the U.S. dollar, included in Accumulated Other Comprehensive Income (Loss), on the Consolidated Statements of Financial Condition.

ABS

In January 2022, the Company entered into an agreement to sell a portion of its interest in ABS. This transaction closed on March 28, 2022 and resulted in the reduction of the Company's ownership interest from 46% to 26%. The Company received cash of $18,300 as consideration for its interests sold and recorded a gain of $1,294 for the year ended December 31, 2022, included within Other Revenue, Including Interest and Investments, on the Consolidated Statement of Operations.

In July 2024, the Company sold its remaining 26% ownership interest in ABS for cash of $ 18,113. This transaction resulted in a gain of $ 615 for the year ended December 31, 2024, included within Other Revenue, Including Interest and Investments, on the Consolidated Statement of Operations.

This investment resulted in earnings of $ 2,031, $4,132 and $4,463 for the years ended December 31, 2024, 2023 and 2022, respectively, included within Income from Equity Method Investments on the Consolidated Statements of Operations.

Luminis

In September 2024, the Company agreed to the redemption of its interest in Luminis, such that it no longer has an equity interest in Luminis following the redemption. The Company received no consideration in respect of the redemption. As a result, the Company incurred a loss associated with the write-off of the remaining carrying value of its investment of $7,305 for the year ended December 31, 2024, included within Special Charges, Including Business Realignment Costs, on the Consolidated Statement of Operations. This investment was subject to currency translation from the Australian dollar to the U.S. dollar, included in Accumulated Other Comprehensive Income (Loss), on the Consolidated Statements of Financial Condition. Accordingly, the redemption resulted in the reclassification of $581 and $77 of cumulative foreign currency translation losses from Accumulated Other Comprehensive Income (Loss) and Noncontrolling Interest, respectively, on the Consolidated

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Statement of Financial Condition to Other Revenue, Including Interest and Investments, on the Consolidated Statement of Operations for the year ended December 31, 2024.

This investment resulted in earnings of $ 783, $390 and $813 for the years ended December 31, 2024, 2023 and 2022, respectively, included within Income from Equity Method Investments on the Consolidated Statements of Operations.

Other

The Company allocates the purchase price of its equity method investments, in part, to the inherent finite-lived identifiable intangible assets of the investees. The Company's share of the earnings of the investees has been reduced by the amortization of these identifiable intangible assets of $316 for each of the years ended December 31, 2024, 2023 and 2022.

The Company assesses each of its equity method investments for impairment annually, or more frequently if circumstances indicate impairment may have occurred.

Investments in Private Equity

Private Equity Funds

The Company's investments related to private equity partnerships and associated entities include investments in Glisco Partners II, L.P. ("Glisco II"), Glisco Partners III, L.P. ("Glisco III"), Glisco Capital Partners IV ("Glisco IV"), Trilantic Capital Partners Associates IV, L.P. ("Trilantic IV") and Trilantic Capital Partners V, L.P. ("Trilantic V"). Portfolio holdings of the private equity funds are carried at fair value. Accordingly, the Company reflects its pro rata share of unrealized gains and losses occurring from changes in fair value, as well as its pro rata share of realized gains, losses and carried interest associated with any investment realizations.

A summary of the Company's investments in the private equity funds as of December 31, 2024 and 2023 was as follows:

	December 31,	
	2024	2023
Glisco II, Glisco III and Glisco IV	$ 3,569	$ 4,141
Trilantic IV and Trilantic V	1,862	1,766
Total Private Equity Funds	$ 5,431	$ 5,907

Net realized and unrealized gains (losses) on private equity fund investments were ($ 101), $946 and $347 for the years ended December 31, 2024, 2023 and 2022, respectively. In the event the funds perform poorly, the Company may be obligated to repay certain carried interest previously distributed. As of December 31, 2024, there was no previously distributed carried interest received from the funds subject to repayment.

General Partners of Private Equity Funds which are VIEs

The Company has concluded that Glisco Capital Partners II, Glisco Capital Partners III and Glisco Manager Holdings LP are VIEs and that the Company is not the primary beneficiary of these VIEs. The Company's assessment of the primary beneficiary of these entities included assessing which parties have the power to significantly impact the economic performance of these entities and the obligation to absorb losses, which could be potentially significant to the entities, or the right to receive benefits from the entities that could be potentially significant. Neither the Company nor its related parties will have the ability to make decisions that significantly impact the economic performance of these entities. Further, as a limited partner in these entities, the Company does not possess substantive participating rights. The Company had assets of $2,956 and $3,580 included in its Consolidated Statements of Financial Condition at December 31, 2024 and 2023, respectively, related to these unconsolidated VIEs, representing the carrying value of the Company's investments in the entities. The Company's exposure to the obligations of these VIEs is generally limited to its investments in these entities. The Company's maximum exposure to loss as of December 31, 2024 and 2023 was $5,138 and $5,762, respectively, which represents the carrying value of the Company's investments in these VIEs, as well as any unfunded commitments to the current and future funds.

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Other Investments

In certain instances, the Company receives equity securities in private companies in exchange for advisory services. These investments, which had a balance of $625 and $636 as of December 31, 2024 and 2023, respectively, are accounted for at their cost minus impairment, if any, plus or minus changes resulting from observable price changes.

Note 11 – Fair Value Measurements

ASC 820, *"Fair Value Measurements and Disclosures"* ("ASC 820") establishes a hierarchical disclosure framework which prioritizes and ranks the level of market price observability used in measuring investments at fair value. Market price observability is affected by a number of factors, including the type of investment and the characteristics specific to the investment. Investments with readily-available active quoted prices, or for which fair value can be measured from actively quoted prices, generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments included in Level 1 include listed equities, listed derivatives and U.S. Treasury securities. As required by ASC 820, the Company does not adjust the quoted price for these investments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.

Level 2 – Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Periodically, the Company holds investments in corporate bonds, municipal bonds and other debt securities, the estimated fair values of which are based on prices provided by external pricing services. The Company also periodically holds foreign exchange currency forward contracts, the estimated fair value of which is based on foreign currency exchange rates provided by external services.

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

The following table presents the categorization of investments and certain other financial assets measured at fair value on a recurring basis as of December 31, 2024 and 2023:

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
Debt Securities Carried by EGL	$ 459,916	$ —	$ —	$ 459,916
Other Debt and Equity Securities[1]	824,069	—	—	824,069
Investment Funds	178,703	—	—	178,703
Total Assets Measured At Fair Value	$ 1,462,688	$ —	$ —	$ 1,462,688

	December 31, 2023			
	Level 1	Level 2	Level 3	Total
Debt Securities Carried by EGL	$ 476,778	$ —	$ —	$ 476,778
Other Debt and Equity Securities[1]	753,247	—	—	753,247
Investment Funds	160,559	—	—	160,559
Other	—	1,585	—	1,585
Total Assets Measured At Fair Value	$ 1,390,584	$ 1,585	$ —	$ 1,392,169

(1) Includes $9,967 and $8,557 of U.S. Treasury securities classified within Cash and Cash Equivalents on the Consolidated Statements of Financial Condition as of December 31, 2024 and 2023, respectively.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair

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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 investment.

The carrying amount and estimated fair value of the Company's financial instrument assets and liabilities, which are not measured at fair value on the Consolidated Statements of Financial Condition, are listed in the tables below.

	December 31, 2024				
	Carrying Amount	Estimated Fair Value			
		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash and Cash Equivalents	$ 863,078	$ 863,078	$ —	$ —	$ 863,078
Certificates of Deposit	66,660	—	66,660	—	66,660
Receivables[1]	522,816	—	518,485	—	518,485
Contract Assets[2]	76,856	—	76,184	—	76,184
Closely-held Equity Securities	625	—	—	625	625
Financial Liabilities:					
Accounts Payable and Accrued Expenses	$ 29,041	$ —	$ 29,041	$ —	$ 29,041
Payable to Employees and Related Parties	48,494	—	48,494	—	48,494
Notes Payable[3]	373,895	—	356,531	—	356,531

	December 31, 2023				
	Carrying Amount	Estimated Fair Value			
		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash and Cash Equivalents	$ 588,321	$ 588,321	$ —	$ —	$ 588,321
Certificates of Deposit	54,856	—	54,856	—	54,856
Receivables[1]	465,295	—	461,682	—	461,682
Contract Assets[2]	91,246	—	90,876	—	90,876
Closely-held Equity Securities	636	—	—	636	636
Financial Liabilities:					
Accounts Payable and Accrued Expenses	$ 25,989	$ —	$ 25,989	$ —	$ 25,989
Payable to Employees and Related Parties	45,838	—	45,838	—	45,838
Notes Payable	373,885	—	360,252	—	360,252

(1) Includes Accounts Receivable, as well as long-term receivables, which are included in Other Assets on the Consolidated Statements of Financial Condition.

(2) Includes current and long-term contract assets included in Other Current Assets and Other Assets on the Consolidated Statements of Financial Condition.

(3) Includes current and long-term Notes Payable included in Current Portion of Notes Payable and Notes Payable on the Consolidated Statements of Financial Condition.

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Note 12 – Furniture, Equipment and Leasehold Improvements

Furniture, Equipment and Leasehold Improvements consisted of the following as of December 31, 2024 and 2023:

	December 31,	
	2024	2023
Furniture and Equipment	$ 83,483	$ 97,822
Leasehold Improvements	168,485	203,060
Computer and Technology-related	44,243	49,987
Total	296,211	350,869
Less: Accumulated Depreciation and Amortization	(151,455)	(212,929)
Furniture, Equipment and Leasehold Improvements, Net	$ 144,756	$ 137,940

Depreciation and amortization expense for Furniture, Equipment and Leasehold Improvements totaled $ 24,468, $24,348 and $27,377 for the years ended December 31, 2024, 2023 and 2022, respectively.

Other Assets on the Consolidated Statements of Financial Condition includes capitalized costs associated with cloud computing arrangements of $18,087 and $17,044 as of December 31, 2024 and 2023, respectively. Amortization expense for capitalized costs associated with cloud computing arrangements was $3,169, $2,631 and $1,670 for the years ended December 31, 2024, 2023 and 2022, respectively, included within Communications and Information Services on the Consolidated Statements of Operations.

Note 13 – Notes Payable

On March 30, 2016, the Company issued an aggregate of $ 170,000 of senior notes, including: $38,000 aggregate principal amount of its 4.88% Series A senior notes which were due March 30, 2021 (the "Series A Notes"), $ 67,000 aggregate principal amount of its Series B Notes which were originally due March 30, 2023, $48,000 aggregate principal amount of its 5.48% Series C senior notes due March 30, 2026 (the "Series C Notes") and $17,000 aggregate principal amount of its 5.58% Series D senior notes due March 30, 2028 (the "Series D Notes" and together with the Series A Notes, the Series B Notes and the Series C Notes, the "2016 Private Placement Notes"), pursuant to a note purchase agreement (the "2016 Note Purchase Agreement") dated as of March 30, 2016, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

In March 2021, the Company repaid the $ 38,000 aggregate principal amount of its Series A Notes. On June 28, 2022, the Company prepaid the $67,000 aggregate principal amount of its Series B Notes plus the applicable make-whole amount. In conjunction with the June 2022 prepayment and the acceleration of the remaining debt issuance costs, the Company recorded a loss of $456 for the year ended December 31, 2022, included within Special Charges, Including Business Realignment Costs, on the Consolidated Statement of Operations.

On August 1, 2019, the Company issued $ 175,000 and £25,000 of senior unsecured notes through private placement. These notes reflect a weighted average life of 12 years and a weighted average stated interest rate of 4.26%. These notes include: $75,000 aggregate principal amount of its 4.34% Series E senior notes due August 1, 2029 (the "Series E Notes"), $ 60,000 aggregate principal amount of its 4.44% Series F senior notes due August 1, 2031 (the "Series F Notes"), $40,000 aggregate principal amount of its 4.54% Series G senior notes due August 1, 2033 (the "Series G Notes") and £25,000 aggregate principal amount of its 3.33% Series H senior notes due August 1, 2033 (the "Series H Notes" and together with the Series E Notes, the Series F Notes and the Series G Notes, the "2019 Private Placement Notes"), each of which were issued pursuant to a note purchase agreement dated as of August 1, 2019 (the "2019 Note Purchase Agreement"), among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

On March 29, 2021, the Company issued $ 38,000 aggregate principal amount of its 1.97% Series I senior notes due August 1, 2025 (the "Series I Notes" or the "2021 Private Placement Notes"), pursuant to a note purchase agreement (the "2021 Note Purchase Agreement") dated as of March 29, 2021, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

On June 28, 2022, the Company issued $ 67,000 aggregate principal amount of its 4.61% Series J senior notes due November 15, 2028 (the "Series J Notes" or the "2022 Private Placement Notes"), pursuant to a note purchase agreement (the "2022 Note Purchase Agreement") dated as of June 28, 2022, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

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Interest on the above issuances is payable semi-annually and the notes are guaranteed by certain of the Company's domestic subsidiaries. The Company may, at its option, prepay all, or from time to time any part of, the notes (without regard to Series), in an amount not less than 5% of the aggregate principal amount of each of the individual issuances then outstanding at 100% of the principal amount thereof plus an applicable "make-whole amount." Upon the occurrence of a change of control, the holders of the notes will have the right to require the Company to prepay the entire unpaid principal amounts held by each holder of the notes plus accrued and unpaid interest to the prepayment date. The respective Note Purchase Agreements contain customary covenants, including financial covenants requiring compliance with a maximum leverage ratio, a minimum tangible net worth and a minimum interest coverage ratio (for the 2016 Private Placement Notes only), and customary events of default. As of December 31, 2024, the Company was in compliance with all of these covenants.

Notes Payable is comprised of the following as of December 31, 2024 and 2023:

Note	Maturity Date	Effective Annual Interest Rate	Carrying Value[1] at December 31, 2024	Carrying Value[1] at December 31, 2023
Evercore Inc. 5.48% Series C Senior Notes	3/30/2026	5.64 %	$ 47,908	$ 47,838
Evercore Inc. 5.58% Series D Senior Notes	3/30/2028	5.72 %	16,929	16,910
Evercore Inc. 4.34% Series E Senior Notes	8/1/2029	4.46 %	74,619	74,546
Evercore Inc. 4.44% Series F Senior Notes	8/1/2031	4.55 %	59,635	59,589
Evercore Inc. 4.54% Series G Senior Notes	8/1/2033	4.64 %	39,728	39,703
Evercore Inc. 3.33% Series H Senior Notes	8/1/2033	3.42 %	31,073	31,597
Evercore Inc. 1.97% Series I Senior Notes	8/1/2025	2.20 %	37,951	37,867
Evercore Inc. 4.61% Series J Senior Notes	11/15/2028	5.02 %	66,052	65,835
Total			$ 373,895	$ 373,885
Less: Current Portion of Notes Payable			(37,951)	—
Notes Payable			$ 335,944	$ 373,885

(1) Carrying value has been adjusted to reflect the presentation of debt issuance costs as a direct reduction from the related liability.

As of December 31, 2024, the future payments required on the Notes Payable, including principal and interest, were as follows:

2025	$ 54,006
2026	62,129
2027	12,814
2028	96,339
2029	82,963
Thereafter	146,655
Total	$ 454,906

Note 14 – Employee Benefit Plans

Defined Contribution Retirement Plan – The Company, through a subsidiary, provides certain retirement benefits to employees through a qualified retirement plan. The Evercore Partners Services East L.L.C. Retirement Plan (the "Evercore Plan") is a defined contribution plan with a salary deferral feature under Section 401(k) of the Internal Revenue Code. It also includes a discretionary profit sharing feature. The Evercore Plan was formed on February 1, 1996 and subsequently amended. The Evercore Plan's year ends on December 31 of each year. The Company, at its sole discretion, determines the amount, if any, of profit to be contributed to the Evercore Plan.

The Evercore Plan provides for a discretionary matching contribution from the Company to be made for eligible participants, as defined by the Evercore Plan. The matching contribution from the Company is made annually pursuant to a

discretionary formula. The matching contribution is determined as 100% of up to 3% of eligible compensation, defined as salary plus cash bonus compensation, to a maximum of $3 per employee. Catch-up contributions are not matched. Participants vest 100% in the discretionary matching contribution from the Company upon completion of three years of service.

The Company made contributions to the Evercore Plan of $ 2,802, $2,533 and $2,188 for the years ended December 31, 2024, 2023 and 2022, respectively.

Evercore Europe Defined Contribution Benefit Plan – Evercore U.K. provides a defined contribution benefit plan, the Evercore Partners International Group Personal Pension Plan (the "Evercore Europe Plan"), for Evercore U.K. employees and members. The Evercore Europe Plan was established in November 2006 and subsequently amended.

The Evercore Europe Plan, for employees starting between November 2006 and July 2011, has a salary deferral feature as permitted under existing tax guidelines from the HM Revenue & Customs, the Inland Revenue Service in the United Kingdom. Evercore U.K. employees must have elected to participate in the plan prior to July 2011, and Evercore U.K. has a minimum annualized contribution of 15% to 50% of an employee's salary for all the employees who participated, depending on the respective employee's level within the Company. These employees are also eligible to contribute up to 10% of their salary to the Evercore Europe Plan and, under the terms of the Evercore Europe Plan, if an employee contributes a minimum of 7.5% to 10% of their salary to the plan, Evercore U.K. must make a matching contribution of 5% to 10% of the employee's salary depending on the employee's level within the Company.

The Evercore Europe Plan, for employees starting after July 2011, has a salary deferral feature as permitted under existing tax guidelines from the HM Revenue & Customs. Evercore U.K. has a minimum annualized contribution of 15% of an employee's salary. Employees are also eligible to contribute a percentage of their salary to the Evercore Europe Plan, however, any contribution made does not entitle them to a matching contribution from Evercore U.K.

The Company made contributions to the Evercore Europe Plan of $ 5,317, $4,580 and $3,968 for the years ended December 31, 2024, 2023 and 2022, respectively.

Evercore ISI U.K. Personal Pension Plan – For employees of Evercore ISI U.K., a personal pension plan is available for all employees to contribute a percentage of their salary. The Company contributes up to 9% of an employee's salary. The Company made contributions to the Evercore ISI U.K. Personal Pension Plan of $56, $57 and $45 for the years ended December 31, 2024, 2023 and 2022, respectively.

Contributions to the various plans are recorded in Employee Compensation and Benefits on the Consolidated Statements of Operations and accrued in Accrued Compensation and Benefits on the Consolidated Statements of Financial Condition.

In addition, the Company offers separation and transition and certain other benefits. See Note 18 for further information.

Self-Funded Medical Insurance Program – Effective January 1, 2023, the Company changed its medical insurance plan in the U.S. from a fully insured to a self-funded plan. The Company is liable for the funding of claims under the self-funded plan. The Company also maintains stop-loss insurance for its medical plan to provide coverage for claims over a defined financial threshold. The estimated present value of incurred but not reported claims is $3,268 and $3,165 as of December 31, 2024 and 2023, respectively, which is included within Accrued Compensation and Benefits on the Consolidated Statements of Financial Condition.

Note 15 – Evercore Inc. Stockholders' Equity

Dividends – On February 4, 2025, the Company's Board of Directors declared a quarterly cash dividend of $ 0.80 per share to the holders of record of Class A Shares as of February 28, 2025, which will be paid on March 14, 2025. During the year ended December 31, 2024, the Company declared and paid dividends of $3.16 per share, totaling $120,857, and accrued deferred cash dividends on unvested and vested RSUs totaling $ 16,159. During the year ended December 31, 2024, the Company also paid deferred cash dividends of $14,975. During the year ended December 31, 2023, the Company declared and paid dividends of $3.00 per share, totaling $113,867, and accrued deferred cash dividends on unvested and vested RSUs totaling $17,054. During the year ended December 31, 2023, the Company also paid deferred cash dividends of $ 13,997.

Treasury Stock – During the year ended December 31, 2024, the Company purchased 998 Class A Shares from employees at an average cost per share of $179.67, primarily for the net settlement of stock-based compensation awards, and 1,313 Class A Shares at an average cost per share of $203.84 pursuant to the Company's share repurchase program. The aggregate 2,311 Class A Shares were purchased at an average cost per share of $193.40 and the result of these purchases was an

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increase in Treasury Stock of $446,985 (excluding $1,236 of excise tax levied on share repurchases, net of issuances) on the Company's Consolidated Statement of Financial Condition as of December 31, 2024. During the year ended December 31, 2023, the Company purchased 968 Class A Shares from employees at an average cost per share of $131.53, primarily for the net settlement of stock-based compensation awards, and 2,033 Class A Shares at an average cost per share of $127.85 pursuant to the Company's share repurchase program. The aggregate 3,001 Class A Shares were purchased at an average cost per share of $129.04 and the result of these purchases was an increase in Treasury Stock of $ 387,286 on the Company's Consolidated Statement of Financial Condition as of December 31, 2023.

LP Units – During the year ended December 31, 2024, 352 LP Units were exchanged for Class A Shares, resulting in an increase to Class A Common Stock and Additional Paid-In Capital of $4 and $26,762, respectively, on the Company's Consolidated Statement of Financial Condition as of December 31, 2024. During the year ended December 31, 2023, 178 LP Units were exchanged for Class A Shares, resulting in an increase to Class A Common Stock and Additional Paid-In Capital of $2 and $11,488, respectively, on the Company's Consolidated Statement of Financial Condition as of December 31, 2023. See Notes 16 and 21 for further information.

Accumulated Other Comprehensive Income (Loss) – As of December 31, 2024, Accumulated Other Comprehensive Income (Loss) on the Company's Consolidated Statement of Financial Condition includes an accumulated Unrealized Gain (Loss) on Securities and Investments, net, and Foreign Currency Translation Adjustment Gain (Loss), net, of $164 and ($36,221), respectively.

The redemption of the Company's interest in Luminis in 2024 resulted in the reclassification of $ 581 of cumulative foreign currency translation losses from Accumulated Other Comprehensive Income (Loss) on the Consolidated Statement of Financial Condition to Other Revenue, Including Interest and Investments, on the Consolidated Statement of Operations for the year ended December 31, 2024. See Note 10 for further information.

Note 16 – Noncontrolling Interest

Noncontrolling Interest recorded in the consolidated financial statements of the Company relates to the following approximate interests in certain consolidated subsidiaries, which are not owned by the Company. In circumstances where the governing documents of the entity to which the noncontrolling interest relates require special allocations of profits or losses to the controlling and noncontrolling interest holders, the net income or loss of these entities is allocated based on these special allocations.

Noncontrolling ownership interests for the Company's subsidiaries were as follows:

	As of December 31,		
	2024	2023	2022
Evercore LP[1]	6 %	7 %	6 %
Evercore Wealth Management ("EWM")[2]	26 %	26 %	26 %

(1) On February 24, 2022, 2,545 Class E LP Units were exchanged for 2,545 Class A Shares, which resulted in a decrease in noncontrolling interest of Evercore LP. For further information see "*LP Units Exchanged*" below.
(2) Noncontrolling Interests as of December 31, 2022 represent a blended rate for multiple classes of interests in EWM.

The Noncontrolling Interests for Evercore LP and EWM have rights, in certain circumstances, to convert into Class A Shares.

The Company has outstanding Class A, E, I and K LP Units of Evercore LP which give the holders the right to receive Class A Shares upon exchange on a one-for-one basis. See Note 2 for further information.

Changes in Noncontrolling Interest for the years ended December 31, 2024, 2023 and 2022 were as follows:

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	For the Years Ended December 31,		
	2024	2023	2022
Beginning balance	$ 205,556	$ 189,607	$ 314,910
Comprehensive Income:			
Net Income Attributable to Noncontrolling Interest	39,458	29,744	54,895
Other Comprehensive Income (Loss)	(826)	112	(1,612)
Total Comprehensive Income	38,632	29,856	53,283
Evercore LP Units Exchanged for Class A Shares	(26,766)	(11,490)	(159,412)
Amortization and Vesting of LP Units and EWM Class A Units (see Note 18)	47,141	24,301	23,425
Other Items:			
Distributions to Noncontrolling Interests	(30,848)	(27,293)	(42,704)
Issuance of Noncontrolling Interest	518	733	300
Purchase of Noncontrolling Interest	(67)	(158)	(195)
Total Other Items	(30,397)	(26,718)	(42,599)
Ending balance	$ 234,166	$ 205,556	$ 189,607

Other Comprehensive Income – Other Comprehensive Income (Loss) Attributed to Noncontrolling Interest includes unrealized gains (losses) on securities and investments, net, of ($6), ($268) and $313 for the years ended December 31, 2024, 2023 and 2022, respectively, and foreign currency translation adjustment gains (losses), net, of ($897), $380 and ($1,925) for the years ended December 31, 2024, 2023 and 2022, respectively.

The redemption of the Company's interest in Luminis in 2024 resulted in the reclassification of $ 77 of cumulative foreign currency translation losses from Noncontrolling Interest on the Consolidated Statement of Financial Condition to Other Revenue, Including Interest and Investments, on the Consolidated Statement of Operations for the year ended December 31, 2024. See Note 10 for further information.

LP Units Exchanged – During the year ended December 31, 2024, 352 LP Units were exchanged for Class A Shares. This resulted in a decrease to Noncontrolling Interest of $26,766 and increases to Class A Common Stock and Additional Paid-In Capital of $ 4 and $26,762, respectively, on the Company's Consolidated Statement of Financial Condition as of December 31, 2024.

In addition, 178 and 2,574 LP Units (inclusive of the Class E LP Unit exchange described below) were exchanged for Class A Shares during the years ended December 31, 2023 and 2022, respectively.

On February 24, 2022, the Company entered into an agreement (the "Exchange Agreement") with ISI Holding, Inc. ("ISI Holding"), the principal stockholder of which is Ed Hyman, an executive officer of the Company. Pursuant to the Exchange Agreement, ISI Holding exercised its existing conversion rights under the terms of the partnership agreement of Evercore LP to exchange (the "Exchange") all 2,545 of the Class E LP Units owned by it for 2,545 Class A Shares. Following the Exchange, ISI Holding liquidated and distributed the Class A Shares received in the Exchange to its stockholders in accordance with their ownership interests in ISI Holding. The parties have relied on the exemption from the registration requirements of the Securities Act of 1933 under Section 4(a)(2) thereof for the Exchange.

See Note 15 for further information.

EWM Class A Units – During 2024, the Company granted 297 EWM Class A Units, which generally vest ratably over three years. Compensation expense related to these EWM Class A Units was $1,012 for the year ended December 31, 2024.

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Interests Purchased – During 2024, the Company purchased, at fair value, an additional 0.3% of the EWM Class A Units for $ 1,036. This purchase resulted in a decrease to Noncontrolling Interest of $67 and a decrease to Additional Paid-In Capital of $ 969 on the Company's Consolidated Statement of Financial Condition as of December 31, 2024.

During 2023, the Company purchased, at fair value, an additional 0.7% of the EWM Class A Units for $ 2,002. This purchase resulted in a decrease to Noncontrolling Interest of $158 and a decrease to Additional Paid-In Capital of $ 1,844 on the Company's Consolidated Statement of Financial Condition as of December 31, 2023.

During 2022, the Company purchased, at fair value, an additional 0.9% of the EWM Class A Units for $ 3,154. This purchase resulted in a decrease to Noncontrolling Interest of $195 and a decrease to Additional Paid-In Capital of $ 2,959 on the Company's Consolidated Statement of Financial Condition as of December 31, 2022.

On December 31, 2021, the Company purchased, at fair value, all of the outstanding Class R Interests of Private Capital Advisory L.P. from employees of the RECA business for $54,297. Consideration for this transaction included the payment of $ 6,000 of cash in 2021, $27,710 of cash in 2022, and contingent cash consideration which was settled during 2023 and 2024. The Company paid contingent cash consideration of $1,365 in 2023 and $2,023 in 2024, representing the final payment under this arrangement. The fair value of the remaining contingent consideration was $ 2,023 as of December 31, 2023, which is included within Payable to Employees and Related Parties on the Company's Consolidated Statement of Financial Condition. The amount of contingent consideration to be paid was dependent on the RECA business achieving certain revenue performance targets. The decline in the fair value of contingent consideration reduced Other Operating Expenses by $2,366 and $14,468 for the years ended December 31, 2023 and 2022, respectively, on the Consolidated Statements of Operations. The fair value of the contingent consideration reflected the present value of the expected payment due based on the expectation for the business meeting the revenue performance targets. In conjunction with this transaction, the Company also issued payments in early 2023 and 2024, contingent on continued employment with the Company. Accordingly, these payments are treated as compensation expense for accounting purposes in the periods earned. These payments were also dependent on the RECA business achieving certain revenue performance targets.

Note 17 – Net Income Per Share Attributable to Evercore Inc. Common Shareholders

The calculations of basic and diluted net income per share attributable to Evercore Inc. common shareholders for the years ended December 31, 2024, 2023 and 2022 are described and presented below.

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	For the Years Ended December 31,		
	2024	2023	2022
Basic Net Income Per Share Attributable to Evercore Inc. Common Shareholders			
Numerator:			
Net income attributable to Evercore Inc. common shareholders	$ 378,279	$ 255,479	$ 476,520
Denominator:			
Weighted average Class A Shares outstanding, including vested RSUs	38,365	38,101	39,224
Basic net income per share attributable to Evercore Inc. common shareholders	$ 9.86	$ 6.71	$ 12.15
Diluted Net Income Per Share Attributable to Evercore Inc. Common Shareholders			
Numerator:			
Net income attributable to Evercore Inc. common shareholders	$ 378,279	$ 255,479	$ 476,520
Noncontrolling interest related to the assumed exchange of LP Units for Class A Shares[1]	—	—	—
Associated corporate taxes related to the assumed elimination of Noncontrolling Interest described above[1]	—	—	—
Diluted net income attributable to Evercore Inc. common shareholders	$ 378,279	$ 255,479	$ 476,520
Denominator:			
Weighted average Class A Shares outstanding, including vested RSUs	38,365	38,101	39,224
Assumed exchange of LP Units for Class A Shares [1]	—	—	—
Additional shares of the Company's common stock assumed to be issued pursuant to non-vested RSUs, as calculated using the Treasury Stock Method[2]	2,778	1,902	1,605
Shares that are contingently issuable [3]	503	96	208
Diluted weighted average Class A Shares outstanding	41,646	40,099	41,037
Diluted net income per share attributable to Evercore Inc. common shareholders	$ 9.08	$ 6.37	$ 11.61

(1) The Company has outstanding Class A, E, I and K LP Units, which give the holders the right to receive Class A Shares upon exchange on a one-for-one basis. During the years ended December 31, 2024, 2023 and 2022, these LP Units were antidilutive and consequently the effect of their exchange into Class A Shares has been excluded from the calculation of diluted net income per share attributable to Evercore Inc. common shareholders. The units that would have been included in the denominator of the computation of diluted net income per share attributable to Evercore Inc. common shareholders if the effect would have been dilutive were 2,500, 2,769 and 2,970 for the years ended December 31, 2024, 2023 and 2022, respectively. The adjustment to the numerator, diluted net income attributable to Class A common shareholders, if the effect would have been dilutive, would have been $26,541, $20,442 and $43,520 for the years ended December 31, 2024, 2023 and 2022, respectively. In computing this adjustment, the Company assumes that all Class A, E, I and K LP Units are converted into Class A Shares, that all earnings attributable to those shares are attributed to Evercore Inc. and that the Company is subject to the statutory tax rates of a C-Corporation under a conventional corporate tax structure in the U.S. at prevailing corporate tax rates. The Company does not anticipate that the Class A, E, I and K LP Units will result in a dilutive computation in future periods.

(2) During the year ended December 31, 2022, certain shares of the Company's common stock assumed to be issued pursuant to non-vested RSUs, as calculated using the Treasury Stock Method, were antidilutive and consequently the effect of their exchange into Class A Shares has been excluded from the calculation of diluted net income per share attributable to Evercore Inc. common shareholders. The shares that would have been included in the treasury stock method calculation if the effect would have been dilutive were 94 for the year ended December 31, 2022.

(3) The Company previously had outstanding Class I-P Units which were contingently exchangeable into Class I LP Units, and ultimately Class A Shares, and has outstanding Class K-P Units which are contingently exchangeable into Class K LP

Units, and ultimately Class A Shares, as they are subject to certain performance thresholds being achieved. On March 1, 2022, all of the Class I-P Units converted to Class I LP Units. The Company also has certain outstanding RSUs which vest contingent upon certain performance thresholds being achieved. See Note 18 for further information. For the purposes of calculating diluted net income per share attributable to Evercore Inc. common shareholders, the Company's Class I-P Units, K-P Units and these certain outstanding RSUs are included in diluted weighted average Class A Shares outstanding, as calculated using the Treasury Stock Method, as of the beginning of the period in which all necessary performance conditions have been satisfied. If all necessary performance conditions have not been satisfied by the end of the period, the number of shares that are included in diluted weighted average Class A Shares outstanding is based on the number of shares that would be issuable if the end of the reporting period were the end of the performance period.

The shares of Class B common stock have no right to receive dividends or a distribution on liquidation or winding up of the Company. The shares of Class B common stock do not share in the earnings of the Company and no earnings are allocable to such class. Accordingly, basic and diluted net income per share of Class B common stock have not been presented.

Note 18 – Share-Based and Other Deferred Compensation

LP Units

Class I-P Units – In November 2016, the Company awarded 400 Class I-P Units in conjunction with the appointment of the Chief Executive Officer (then Executive Chairman). These Class I-P Units converted into 400 Class I LP Units (which are exchangeable on a one-for-one basis to Class A Shares) upon the achievement of certain market and service conditions on March 1, 2022. Compensation expense related to this award was $753 for the year ended December 31, 2022.

Class K-P Units – The Company has awarded the following Class K-P Units to certain employees:

- In June 2019, the Company awarded 220 Class K-P Units. These Class K-P Units convert into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain defined benchmark results and continued service through February 4, 2023 for the first tranche, which consisted of 120 Class K-P Units, and February 4, 2028 for the second tranche, which consists of 100 Class K-P Units. In February 2023, the first tranche of 120 Class K-P Units converted into 193 Class K LP Units upon the achievement of certain performance and service conditions. The second tranche of these Class K-P Units may convert into a maximum of 173 Class K LP Units, contingent upon the achievement of defined benchmark results and continued service as described above.

- In December 2021, the Company awarded 400 Class K-P Units. These Class K-P Units convert into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions, defined benchmark results and continued service through December 31, 2025. As this award contains market, performance and service conditions, the expense for this award will be recognized over the service period of the award and will reflect the fair value of the underlying units as determined at the award's grant date, taking into account the probable outcome of the market condition being achieved, as well as the probable outcome of the performance condition. These Class K-P Units may convert into a maximum of 800 Class K LP Units, contingent upon the achievement of certain market conditions, defined benchmark results and continued service as described above.

- In December 2022, the Company awarded 200 Class K-P Units. These Class K-P Units are segregated into four tranches of 50 Class K-P Units each. The first three tranches each convert into 50 Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions and continued service through February 28, 2025, 2026 and 2027, respectively, while the final tranche converts into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions, defined benchmark results and continued service through February 28, 2028. As this award contains market, performance and service conditions, the expense for this award will be recognized over the service period of the award and will reflect the fair value of the underlying units as determined at the award's grant date, taking into account the probable outcome of the market condition being achieved, as well as the probable outcome of the performance condition. These Class K-P Units may convert into a maximum of 320 Class K LP Units, contingent upon the achievement of certain market conditions, defined benchmark results and continued service as described above.

- In June 2023, the Company awarded 60 Class K-P Units. These Class K-P Units convert into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions, defined benchmark results and continued service through June 30, 2027. As this award contains market, performance and service conditions, the expense for this award will be recognized over the service period of the award and will reflect the fair value of the underlying units as determined at the award's grant date, taking into account the probable outcome of the market condition being achieved, as well as the probable outcome of the performance condition. These Class K-P Units may convert into 60 Class K LP Units contingent upon the achievement of certain market conditions and continued service, while additional units may be received upon conversion based on the level of defined benchmark results achieved.
- In June 2024, the Company awarded 328 Class K-P Units. These Class K-P Units convert into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions, defined benchmark results and continued service through April 1, 2029. As this award contains market, performance and service conditions, the expense for this award will be recognized over the service period of the award and will reflect the fair value of the underlying units as determined at the award's grant date, taking into account the probable outcome of the market condition being achieved, as well as the probable outcome of the performance condition. These Class K-P Units may convert into 328 Class K LP Units contingent upon the achievement of certain market conditions and continued service, while additional units may be received upon conversion based on the level of defined benchmark results achieved.

As of December 31, 2024, 1,088 unvested Class K-P Units were outstanding. The Company determined the grant date fair value of these awards probable to vest as of December 31, 2024 to be $260,271, related to 1,869 Class K LP Units which were probable of achievement, and recognizes expense for these units over the respective service periods. Aggregate compensation expense related to the Class K-P Units was $45,962, $24,058 and $22,672 for the years ended December 31, 2024, 2023 and 2022, respectively.

As of December 31, 2024, the total compensation cost not yet recognized related to the Class K-P Units based on the value of units currently expected to vest was $168,225. The weighted-average period over which this compensation cost is expected to be recognized is 45 months.

In February 2025, the Company awarded 35 Class K-P Units. These Class K-P Units convert into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions, defined benchmark results and continued service through April 1, 2029 for the first tranche, which consists of 17.5 Class K-P Units, and April 1, 2030 for the second tranche, which consists of 17.5 Class K-P Units.

In February 2025, the Company awarded 20 Class K-P Units. These Class K-P Units convert into a number of Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares) contingent and based upon the achievement of certain market conditions, defined benchmark results and continued service through March 1, 2030 for the first tranche, which consists of 10 Class K-P Units, and March 1, 2031 for the second tranche, which consists of 10 Class K-P Units.

Class L Interests

In January 2022, 2023 and 2024, the Company's Board of Directors approved the issuance of Class L Interests of Evercore LP ("Class L Interests") to certain of the named executive officers of the Company, pursuant to which the named executive officers received a discretionary distribution of profits from Evercore LP, paid in the first quarters of 2023, 2024 and 2025, respectively. Distributions pursuant to these interests are made in lieu of any cash incentive compensation payments which may otherwise have been made to the named executive officers of the Company in respect of their service for 2022, 2023 and 2024, respectively. Following the distributions, the Class L Interests are cancelled pursuant to their terms.

The Company records expense related to these Class L Interests as part of its accrual for incentive compensation within Employee Compensation and Benefits on the Consolidated Statements of Operations.

In January 2025, the Company's Board of Directors approved the issuance of Class L Interests to certain of the named executive officers of the Company, pursuant to which the named executive officers may receive a discretionary distribution of profits from Evercore LP, to be paid in the first quarter of 2026. Distributions pursuant to these interests are anticipated to be made in lieu of any cash incentive compensation payments which may otherwise have been made to the named executive officers of the Company in respect of their service for 2025.

(amounts in thousands, except per share amounts, unless otherwise noted)

Stock Incentive Plan

During 2024, the Company's stockholders approved the Third Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (the "Third Amended 2016 Plan"), which amended the Second Amended and Restated 2016 Evercore Inc. Stock Incentive Plan. The Third Amended 2016 Plan, among other things, authorizes the grant of an additional 6,000 of the Company's Class A Shares and permits the Company to grant to certain employees, directors and consultants incentive stock options, non-qualified stock options, stock appreciation rights, restricted stock, RSUs and other awards based on the Company's Class A Shares. The Company intends to use newly-issued Class A Shares to satisfy any awards under the Third Amended 2016 Plan and its predecessor plan. Class A Shares underlying any award granted under the Third Amended 2016 Plan that expire, terminate or are canceled or satisfied for any reason without being settled in stock again become available for awards under the plan. The total shares available to be granted in the future under the Third Amended 2016 Plan was 8,654 as of December 31, 2024, approximately 1,575 of which were used for RSUs granted in the first quarter of 2025, as described below.

The Company also grants, at its discretion, dividend equivalents, in the form of deferred cash dividends or unvested RSU awards, concurrently with the payment of dividends to the holders of Class A Shares, on all unvested and vested RSU grants. The dividend equivalents have the same vesting and delivery terms as the underlying RSU award.

The Company estimates forfeitures in the aggregate compensation cost to be amortized over the requisite service period of its awards. The Company periodically monitors its estimated forfeiture rate and adjusts its assumptions to the actual occurrence of forfeited awards. A change in estimated forfeitures is recognized through a cumulative adjustment in the period of the change.

The Company had 140 RSUs which were fully vested but not delivered as of December 31, 2024.

Equity Grants

2024 Equity Grants. During 2024, pursuant to the above Stock Incentive Plans, the Company granted employees 1,762 RSUs that are subject to service-based vesting requirements ("Service-based Awards"). Service-based Awards granted during 2024 had grant date fair values of $148.49 to $307.72 per share, with an average value of $186.80 per share and generally vest ratably over four years.

The following table summarizes activity related to Service-based Awards during the year ended December 31, 2024:

	Service-based Awards	
	Number of Shares	Grant Date Weighted Average Fair Value
Unvested Balance at January 1, 2024	5,673	$ 709,449
Granted	1,762	329,226
Modified	(1)	(25)
Forfeited	(135)	(20,176)
Vested	(2,240)	(267,317)
Unvested Balance at December 31, 2024	5,059	$ 751,157

Compensation expense related to Service-based Awards was $303,213 for the year ended December 31, 2024.

In addition, in June 2024, the Company granted 30 RSUs which may convert into a maximum of 80 RSUs contingent and based upon the achievement of certain defined benchmark results and continued service through April 1, 2031. The grant date fair value of these awards probable to vest as of December 31, 2024 was $6,971, related to 36 RSUs which were probable of achievement, and compensation expense related to these units was $781 for the year ended December 31, 2024.

As of December 31, 2024, the total compensation cost related to the above unvested RSUs not yet recognized was $ 381,533. The ultimate amount of such expense is dependent upon the actual number of RSUs that vest. The Company periodically assesses the forfeiture rates used for such estimates. The weighted-average period over which this compensation cost is expected to be recognized is 30 months.

2023 Equity Grants. During 2023, the Company granted employees 2,492 RSUs that are Service-based Awards. Service-based Awards granted during 2023 had grant date fair values of $107.89 to $148.49 per share, with an average value of $135.79

per share, for an aggregate fair value of $338,363. During 2023, 2,325 Service-based Awards vested, 190 Service-based Awards were forfeited and 1 Service-based awards were modified. Compensation expense related to Service-based Awards was $280,094 for the year ended December 31, 2023.

2022 Equity Grants. During 2022, the Company granted employees 2,978 RSUs that are Service-based Awards. Service-based Awards granted during 2022 had grant date fair values of $83.34 to $137.59 per share, with an average value of $123.74 per share, for an aggregate fair value of $368,561. During 2022, 2,316 Service-based Awards vested and 184 Service-based Awards were forfeited. Compensation expense related to Service-based Awards was $247,386 for the year ended December 31, 2022.

Deferred Cash

Deferred Cash Compensation Program – The Company's deferred cash compensation program provides participants the ability to elect to receive a portion of their deferred compensation in cash, which is indexed to notional investment portfolios selected by the participant and generally vests ratably over four years and requires payment upon vesting. The Company granted $ 143,220, $162,748 and $123,729 of deferred cash awards pursuant to the deferred cash compensation program during the years ended December 31, 2024, 2023 and 2022, respectively.

Compensation expense related to the Company's deferred cash compensation program was $ 166,288, $151,141 and $119,737 for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, the Company expects to pay an aggregate of $394,942 related to the Company's deferred cash compensation program at various dates through 2028 and total compensation expense not yet recognized related to these awards was $193,222. The weighted-average period over which this compensation cost is expected to be recognized is 29 months. Amounts due pursuant to this program are expensed over the requisite service period of the award and are reflected in Accrued Compensation and Benefits on the Consolidated Statement of Financial Condition.

Other Deferred Cash Awards – In November 2016, the Company granted a restricted cash award in conjunction with the appointment of the Chief Executive Officer (then Executive Chairman) with a payment amount of $35,000, of which $11,000 vested on March 1, 2019 and $6,000 vested on each of March 1, 2020, 2021, 2022 and 2023, upon the achievement of service conditions.

In 2017, the Company granted deferred cash awards of $29,500 to certain employees. These awards vested in five equal installments over the period ending June 30, 2022, subject to continued employment. The Company recognized expense for these awards ratably over the vesting period.

During 2024 and 2022, the Company granted $6,662 and $19,861, respectively, of deferred cash awards to certain employees. These awards vest ratably over one to two years.

In addition, the Company periodically grants other deferred cash awards to certain employees. The Company recognizes expense for these awards ratably over the vesting period.

Compensation expense related to other deferred cash awards was $ 9,821, $11,922 and $14,409 for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, the total compensation cost related to other defe rred cash awards not yet recognized was $11,338. The weighted-average period over which this compensation cost is expected to be recognized is 24 months.

2025 Equity and Deferred Cash Grants

During the first quarter of 2025, primarily as part of the 2024 annual awards, the Company granted to certain employees approximately 1,575 unvested RSUs pursuant to the Third Amended 2016 Plan, with a grant date fair value of approximately $409,000. These awards will generally vest over four years. In addition, during the first quarter of 2025, the Company granted approximately $ 94,000 of deferred cash compensation to certain employees, principally pursuant to the deferred cash compensation program. These awards will generally vest over four years.

Long-term Incentive Plan

The Company's Long-term Incentive Plans provide for incentive compensation awards for Investment Banking Senior Managing Directors, excluding executive officers of the Company, who exceed defined benchmark results over four-year performance periods beginning January 1, 2017 (the "2017 Long-term Incentive Plan", which ended on December 31, 2020)

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and January 1, 2021 (the "2021 Long-term Incentive Plan", which ended on December 31, 2024). The vesting period for the 2017 Long-term Incentive Plan ended on March 15, 2023 and in conjunction with this plan, the Company distributed cash payments of $48,331 in the year ended December 31, 2023, $3,940 in the year ended December 31, 2022 and $ 92,938 in the year ended December 31, 2021 (including the first cash distribution made in March 2021 of $48,461, and an additional cash distribution made in December 2021 of $ 44,477, related to the acceleration of certain amounts due in the first quarter of 2022). As of December 31, 2024, the Company has accrued $164,893 pursuant to the 2021 Long-term Incentive Plan, including $ 71,086 within Accrued Compensation and Benefits and $93,807 within Other Long-term Liabilities, on the Consolidated Statement of Financial Condition. Amounts due are to be paid in cash or Class A Shares, at the Company's discretion, in the first quarter of 2025, 2026 and 2027, subject to employment at the time of payment. The Company periodically assesses the probability of the benchmarks being achieved and expenses the probable payout over the requisite service period of the award. The Company recorded compensation expense related to these plans of $36,541, $40,028 and $60,138 for the years ended December 31, 2024, 2023 and 2022, respectively.

As of December 31, 2024, the total remaining expense to be recognized for the 2021 Long-term Incentive Plan over the future vesting period ending March 15, 2027, based on the current anticipated probable payout for the plan, is $47,919.

Employee Loans Receivable

Periodically, the Company provides new and existing employees with cash payments in the form of loans and/or other cash awards which are subject to ratable vesting terms with service requirements ranging from one to five years, and in certain circumstances are also subject to the achievement of performance requirements. Generally, these awards, based on the terms, include a requirement of either full or partial repayment by the employee if the service or other requirements of the agreements with the Company are not achieved. In circumstances where the employee meets the Company's minimum credit standards, the Company amortizes these awards to compensation expense over the relevant service period, which is generally the period they are subject to forfeiture. Compensation expense related to these awards was $37,685, $24,749 and $27,050 for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, the total compensation cost not yet recognized related to these awards was $62,735.

Other

The total income tax benefit related to share-based compensation arrangements recognized in the Company's Consolidated Statements of Operations for the years ended December 31, 2024, 2023 and 2022 was $76,332, $68,442 and $61,002, respectively.

Separation and Transition Benefits

The following table presents the change in the Company's liability related to separation benefits, stay arrangements and accelerated deferred cash compensation (together, "Termination Costs") for the years ended December 31, 2024 and 2023:

	For the Years Ended December 31,	
	2024	2023
Beginning Balance	$ 2,824	$ 4,997
Termination Costs Incurred	10,104	7,843
Cash Benefits Paid	(11,683)	(10,068)
Non-Cash Charges	(64)	52
Ending Balance	$ 1,181	$ 2,824

In addition to the above Termination Costs incurred, for the years ended December 31, 2024 and 2023, the Company also incurred expenses related to the acceleration of the amortization of share-based payments previously granted to affected employees of $5,950 and $7,895, respectively (related to 51 and 76 RSUs, respectively). For the year ended December 31, 2022, the Company incurred Termination Costs of $ 8,483 and expenses related to the acceleration of the amortization of share-based payments previously granted to affected employees of $2,244 (related to 28 RSUs). These expenses are recorded in Employee Compensation and Benefits, within the Investment Banking & Equities segment, on the Company's Consolidated Statements of Operations.

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In conjunction with the wind-down of the Company's operations in Mexico, for the year ended December 31, 2022, the Company incurred expenses related to separation benefits of $2,123, which are recorded within Special Charges, Including Business Realignment Costs, on the Company's Consolidated Statement of Operations and are included within the above Termination Costs. See Note 6 for further information .

Note 19 – Commitments and Contingencies

Private Equity – As of December 31, 2024, the Company had unfunded commitments for capital contributions of $ 2,552 to private equity funds. These commitments will be funded as required through the end of each private equity fund's investment period, subject to certain conditions. Such commitments are satisfied in cash and are generally required to be made as investment opportunities are consummated by the private equity funds.

Lines of Credit – Evercore Partners Services East L.L.C. ("East") previously held $ 30,000 secured and $55,000 unsecured revolving credit facilities with PNC Bank, National Association ("PNC"), which matured on October 27, 2024.

On October 28, 2024, upon maturity of its $30,000 secured and $55,000 unsecured credit facilities with PNC, the Company established a new revolving credit facility with PNC in an aggregate principal amount of up to $85,000 (the "PNC Facility") to be used for working capital and other corporate activities. The facility is unsecured. In addition, the agreement contains certain reporting covenants, as well as certain debt covenants, that prohibit East and the Company from incurring other indebtedness, subject to specified exceptions. The Company and its consolidated subsidiaries were in compliance with these covenants as of December 31, 2024. Drawings under this facility bear interest at Daily SOFR plus 145 basis points and the maturity date is October 27, 2025. There were no drawings under this facility at December 31, 2024.

EGL maintains a subordinated revolving credit facility with PNC, as amended on October 25, 2024, in an aggregate principal amount of up to $75,000, to be used as needed in support of capital requirements from time to time of EGL. This facility is unsecured and is guaranteed by Evercore LP and other affiliates, pursuant to a guaranty agreement, which provides for certain reporting requirements and debt covenants consistent with the PNC Facility. The interest rate provisions are Daily SOFR plus 145 basis points and the maturity date is October 28, 2026. There were no drawings under this facility at December 31, 2024.

In addition, EGL's clearing broker provides temporary funding for the settlement of securities transactions.

Tax Receivable Agreement – As of December 31, 2024, the Company estimates the contractual obligations related to the Tax Receivable Agreement to be $63,391. The Company expects to pay to the counterparties to the Tax Receivable Agreement $ 10,423 within one year or less, $ 18,209 in one to three years, $12,705 in three to five years and $ 22,054 after five years.

Other Commitments – The Company had a commitment for contingent consideration related to the purchase of the outstanding Class R Interests of Private Capital Advisory L.P. from employees of the RECA business in 2021, which was fully paid as of December 31, 2024. See Note 16 for further information.

Restricted Cash – The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Statements of Financial Condition that sum to the total of amounts shown in the Consolidated Statements of Cash Flows:

	December 31,		
	2024	2023	2022
Cash and Cash Equivalents	$ 873,045	$ 596,878	$ 663,400
Restricted Cash included in Other Assets	9,062	8,606	8,723
Total Cash, Cash Equivalents and Restricted Cash shown in the Statement of Cash Flows	$ 882,107	$ 605,484	$ 672,123

Restricted Cash included in Other Assets on the Consolidated Statements of Financial Condition primarily represents letters of credit which are secured by cash as collateral for the lease of office space and security deposits for certain equipment. The restrictions will lapse when the leases end.

Foreign Exchange – Periodically, the Company enters into foreign currency exchange forward contracts as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments. The Company

entered into a foreign currency exchange forward contract during the first quarter of 2023 to buy 30,000 British Pounds sterling for $36,903, which settled during the third quarter of 2023, and resulted in a loss of $303. Upon settlement, the Company entered into a new foreign currency exchange forward contract to buy 30,000 British Pounds sterling for $36,675, which settled during 2024, and resulted in a loss of $347 for the year ended December 31, 2024. The contract was recorded at its fair value of $1,585 as of December 31, 2023, and is included within Other Current Assets on the Consolidated Statement of Financial Condition.

Contingencies

In the normal course of business, from time to time, the Company and its affiliates are involved in judicial or regulatory proceedings, arbitration or mediation concerning matters arising in connection with the conduct of its businesses, including contractual and employment matters. In addition, United Kingdom, German, Hong Kong, Singapore, Canadian, Dubai and United States government agencies and self-regulatory organizations, as well as state securities commissions in the United States, conduct periodic examinations and initiate administrative proceedings regarding the Company's business, including, among other matters, accounting and operational matters, that can result in censure, fine, the issuance of cease-and-desist orders or the suspension or expulsion of a broker-dealer, investment advisor, or its directors, officers or employees. In view of the inherent difficulty of determining whether any loss in connection with such matters is probable and whether the amount of such loss can be reasonably estimated, particularly in cases where claimants seek substantial or indeterminate damages or where investigations and proceedings are in the early stages, the Company cannot estimate the amount of such loss or range of loss, if any, related to such matters, how or if such matters will be resolved, when they will ultimately be resolved, or what the eventual settlement, fine, penalty or other relief, if any, might be. Subject to the foregoing, the Company believes, based on current knowledge and after consultation with counsel, that it is not currently party to any material pending proceedings, individually or in the aggregate, the resolution of which would have a material effect on the Company. Provisions for losses are established in accordance with ASC 450, *"Contingencies"* when warranted. Once established, such provisions are adjusted when there is more information available or when an event occurs requiring a change.

The Company and its subsidiaries are subject to employment and tax laws, regulations and treaties in various U.S. and non-U.S. jurisdictions. These laws, regulations and treaties are complex, and the manner in which they apply to the Company's facts and circumstances is open to evolving interpretation. Although management believes it has applied these laws, regulations and treaties in a compliant manner, a recent interpretation reached by a judicial authority has challenged the employment tax treatment of members of a partnership which is not affiliated with the Company. While that challenge remains subject to a judicial review process, and the Company and its subsidiaries are not a party to the proceedings, the ultimate outcome may adversely impact the Company's tax position.

Note 20 – Regulatory Authorities

EGL is a U.S. registered broker-dealer and is subject to the net capital requirements of Rule 15c3-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Under the Alternative Net Capital Requirement, EGL's minimum net capital requirement is $250. EGL's regulatory net capital as of December 31, 2024 and 2023 was $475,936 and $405,318, respectively, which exceeded the minimum net capital requirement by $475,686 and $405,068, respectively.

Evercore Trust Company, N.A. ("ETC"), which is limited to fiduciary activities, is regulated by the Office of the Comptroller of the Currency ("OCC") and is a member bank of the Federal Reserve System. The Company, Evercore LP and ETC are subject to written agreements with the OCC that, among other things, require the Company and Evercore LP to maintain at least $5,000 in Tier 1 capital in ETC (or such other amount as the OCC may require) and maintain liquid assets in ETC in an amount at least equal to the greater of $3,500 or 180 days coverage of ETC's operating expenses. The Company was in compliance with the aforementioned agreements as of December 31, 2024.

Evercore U.K., our U.K. Advisory affiliate, and Evercore ISI U.K., our U.K. Equities affiliate, are regulated by the Financial Conduct Authority. The aggregate regulatory net capital of these affiliates as of December 31, 2024 and 2023 was $232,039 and $184,981, respectively, which exceeded the minimum requirement by $139,208 and $98,805, respectively.

Certain other non-U.S. subsidiaries are subject to various securities and banking regulations and capital adequacy requirements promulgated by the regulatory and exchange authorities of the countries in which they operate. These subsidiaries are in excess of their local capital adequacy requirements at December 31, 2024.

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Note 21 – Income Taxes

A portion of the Company's income is subject to U.S. federal, state, local and foreign income taxes and is taxed at the prevailing corporate tax rates. Taxes Payable as of December 31, 2024 and 2023 were $4,781 and $5,424, respectively.

In October 2021, members of the Organization for Economic Co-operation and Development ("OECD") agreed on a two-pillar tax framework to realign international taxation with economic activities, including a coordinated set of rules designed to ensure large multinational enterprises pay a minimum 15% tax rate across all jurisdictions, known as Pillar Two. The implications of these rules begin to take effect for corporations in 2024, as jurisdictions enact legislation in line with the OECD rules and related guidance. The Company is evaluating the current and proposed legislation of Pillar Two and does not expect it to materially impact the Company's effective tax rate in the future.

Additionally, the Company is subject to the income tax effects associated with the global intangible low-taxed income ("GILTI") provisions in the period incurred. For the years ended December 31, 2024, 2023 and 2022, no additional income tax expense associated with the GILTI provisions has been recognized.

The following table presents the U.S. and non-U.S. components of Income before income tax expense:

	For the Years Ended December 31,		
	2024	2023	2022
U.S.	$ 431,248	$ 288,414	$ 455,584
Non-U.S.	62,439	47,632	193,562
Income before Income Tax Expense [1]	$ 493,687	$ 336,046	$ 649,146

(1) Net of Noncontrolling Interest.

The components of the provision for income taxes reflected on the Consolidated Statements of Operations for the years ended December 31, 2024, 2023 and 2022 consist of:

	For the Years Ended December 31,		
	2024	2023	2022
Current:			
Federal	$ 58,118	$ 48,940	$ 85,699
Foreign	25,577	20,426	40,680
State and Local	23,639	14,095	47,102
Total Current	107,334	83,461	173,481
Deferred:			
Federal	18,212	4,400	3,020
Foreign	(14,498)	(6,580)	(5,893)
State and Local	4,360	(714)	2,018
Total Deferred	8,074	(2,894)	(855)
Total	$ 115,408	$ 80,567	$ 172,626

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A reconciliation between the federal statutory income tax rate and the Company's effective income tax rate for the years ended December 31, 2024, 2023 and 2022 is as follows:

	For the Years Ended December 31,		
	2024	2023	2022
Reconciliation of Federal Statutory Tax Rates:			
U.S. Statutory Tax Rate	21.0 %	21.0 %	21.0 %
Increase Due to State and Local Taxes	5.5 %	4.6 %	5.6 %
Rate Benefits as a Limited Liability Company/Flow Through	(1.6)%	(2.2)%	(1.9)%
Foreign Taxes	2.5 %	0.5 %	1.0 %
Non-Deductible Expenses[1]	2.3 %	2.0 %	1.0 %
ASU 2016-09 Benefit for Stock Compensation	(6.6)%	(3.7)%	(2.8)%
Valuation Allowances	(2.3)%	0.3 %	(0.3)%
Other Adjustments	0.8 %	(0.5)%	0.9 %
Effective Income Tax Rate	21.6 %	22.0 %	24.5 %

(1) Primarily related to non-deductible share-based compensation expense.

The effective tax rate for the years ended December 31, 2024, 2023 and 2022 reflects the application of ASU 2016-09, *"Improvements to Employee Share-Based Payment Accounting"* ("ASU 2016-09"), which requires that the tax deduction associated with the appreciation or depreciation in the Company's share price upon vesting of employee share-based awards above or below the original grant price be reflected in income tax expense. The Company's Provision for Income Taxes reflects an additional tax benefit of $35,086, $13,699 and $19,633 for the years ended December 31, 2024, 2023 and 2022, respectively, related to the application of ASU 2016-09, and resulted in a reduction in the effective tax rate of 6.6, 3.7 and 2.8 percentage points for the years ended December 31, 2024, 2023 and 2022, respectively. The effective tax rate for 2024, 2023 and 2022 also reflects the effect of certain nondeductible expenses, including expenses related to Class I-P and K-P Units, as well as the noncontrolling interest associated with LP Units and other adjustments.

Deferred income taxes are provided for the effects of temporary differences between the tax basis of an asset or liability and its reported amount in the Consolidated Statements of Financial Condition. These temporary differences result in taxable or deductible amounts in future years. Details of the Company's deferred tax assets and liabilities as of December 31, 2024 and 2023 were as follows:

	December 31,	
	2024	2023
Deferred Tax Assets:		
Depreciation and Amortization	$ 21,316	$ 21,796
Compensation and Benefits	149,275	142,340
Step up in tax basis due to the exchange of LP Units for Class A Shares [1]	63,884	62,637
Step up in tax basis due to the exchange of LP Units for Class A Shares [2]	42,503	39,999
Operating Lease	132,504	112,715
Other	13,354	11,728
Total Deferred Tax Assets	$ 422,836	$ 391,215
Deferred Tax Liabilities:		
Operating Lease	$ 106,087	$ 90,666
Goodwill, Intangible Assets and Other	26,962	17,312
Total Deferred Tax Liabilities	$ 133,049	$ 107,978
Net Deferred Tax Assets Before Valuation Allowance	289,787	283,237
Valuation Allowance	(5,279)	(17,423)
Net Deferred Tax Assets	$ 284,508	$ 265,814

(1) Step-up in the tax basis associated with the exchange of LP Units for holders which have a tax receivable agreement.
(2) Step-up in the tax basis associated with the exchange of LP Units for holders which do not have a tax receivable agreement.

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The $18,694 increase in net deferred tax assets from December 31, 2023 to December 31, 2024 was primarily related to additions to deferred compensation expense exceeding the grant date value of prior awards which vested during the period, included in Compensation and Benefits, including the impact of the excess current year step-ups in the basis of the tangible and intangible assets of Evercore LP over amortization, as discussed below, and the wind-down of the operations in Mexico for tax purposes. In addition, as of December 31, 2024, management weighted both the positive and negative evidence and concluded that it was appropriate to decrease the valuation allowance by $12,144, attributable to the wind-down of the Company's operations in Mexico.

During 2024, the LP holders exchanged 141 Class A and Class E LP Units for Class A Shares, which resulted in an increase in the tax basis of the tangible and intangible assets of Evercore LP. The exchange of certain Class E and Class A LP Units resulted in a $ 7,731 step-up in the tax basis of the tangible and intangible assets of Evercore LP and a corresponding increase to Additional Paid-In Capital on the Company's Consolidated Statement of Financial Condition as of December 31, 2024. Further, there was an exchange of 211 Class A LP Units that triggered an additional liability under the Tax Receivable Agreement that was entered into in 2006 between the Company and the LP Unit holders for the year ended December 31, 2024. The agreement provides for a payment to the LP Unit holders of 85% of the cash tax savings (if any), resulting from the increased tax benefits from the exchange and for the Company to retain 15% of such benefits. Accordingly, Deferred Tax Assets, Amounts Due Pursuant to Tax Receivable Agreements and Additional Paid-In Capital increased $13,510, $11,484 and $2,027, respectively, on the Company's Consolidated Statement of Financial Condition as of December 31, 2024. See Note 15 for further discussion.

The Company recorded an increase in deferred tax assets of $ 20 associated with changes in Unrealized Gain (Loss) on Securities and Investments and an increase of $3,772 associated with changes in Foreign Currency Translation Adjustment Gain (Loss), in Accumulated Other Comprehensive Income (Loss) for the year ended December 31, 2024. The Company recorded an increase in deferred tax assets of $973 associated with changes in Unrealized Gain (Loss) on Securities and Investments and a decrease of $1,585 associated with changes in Foreign Currency Translation Adjustment Gain (Loss), in Accumulated Other Comprehensive Income (Loss) for the year ended December 31, 2023.

A reconciliation of the changes in tax positions for the years ended December 31, 2024, 2023 and 2022 is as follows:

	December 31,		
	2024	2023	2022
Beginning unrecognized tax benefit	$ 359	$ 359	$ 254
Additions for tax positions of prior years	79	—	105
Reductions for tax positions of prior years	—	—	—
Lapse of Statute of Limitations	—	—	—
Decrease due to settlement with Taxing Authority	(58)	—	—
Ending unrecognized tax benefit	$ 380	$ 359	$ 359

The Company classifies interest relating to tax matters and tax penalties as a component of income tax expense in its Consolidated Statements of Operations. As of December 31, 2024, there were $380 of unrecognized tax benefits that, if recognized, $309 would affect the effective tax rate. Related to the unrecognized tax benefits, the Company accrued interest and penalties of $73 and $4, respectively, during the year ended December 31, 2024. In addition, during the year ended December 31, 2024, the Company reached an audit settlement with the Tax Authorities and $ 58 of unrecognized tax benefits were recognized by the Company, of which $47 affected the effective tax rate. The Company also recognized a tax benefit for the accrued interest and penalties of $24 and $9, respectively, during the year ended December 31, 2024, associated with the audit settlement. As of December 31, 2023, there were $359 of unrecognized tax benefits that, if recognized, $292 would affect the effective tax rate. Related to the unrecognized tax benefits, the Company accrued interest and penalties of $68 and $1, respectively, during the year ended December 31, 2023. As of December 31, 2022, there were $359 of unrecognized tax benefits that, if recognized, $292 would affect the effective tax rate.

The Company is subject to taxation in the U.S. and various state, local and foreign jurisdictions. The Company and its affiliates are currently under examination by Illinois for tax years 2020 through 2021, New York City for tax years 2014 through 2017 and 2019 through 2021, and New York State for tax years 2019 through 2021. With a few exceptions, the Company is no longer subject to U.S. federal, state, local or foreign examinations by taxing authorities for years before 2019.

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

Note 22 – Concentrations of Credit Risk

Financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, investment securities, foreign government obligations and receivables from clients. The Company has placed substantially all of its Cash and Cash Equivalents in interest-bearing deposits in U.S. commercial banks and U.S. investment banks that meet certain rating and capital requirements, as well as U.S. Treasury securities. The Company's foreign subsidiaries maintain substantially all of their Cash and Cash Equivalents in interest bearing accounts at large commercial banking institutions domiciled in their respective countries of operation. Concentrations of credit risk are limited due to the quality of the Company's clients.

Credit Risks

The Company maintains its cash and cash equivalents, as well as certificates of deposit, with financial institutions with high credit ratings. At times, the Company may maintain deposits in federally insured financial institutions in excess of federally insured ("FDIC") limits or enter into sweep arrangements where banks will periodically transfer a portion of the Company's excess cash position to a money market fund. However, the Company believes that it is not exposed to significant credit risk due to the financial position of the depository institutions or investment vehicles in which those deposits are held.

Accounts Receivable consists primarily of advisory fees and expense reimbursements billed to clients. Other Assets includes long-term receivables primarily from fees related to private funds capital raising and certain fees related to the private capital businesses. Receivables are reported net of any allowance for credit losses. The Company maintains an allowance for credit losses to provide coverage for probable losses from customer receivables and determines the adequacy of the allowance by estimating the probability of loss based on the Company's analysis of historical credit loss experience of the Company's client receivables, and taking into consideration current market conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. The Company's receivables collection periods are generally within 90 days of invoice, with the exception of placement fees, which are generally collected within 180 days of invoice, and certain fees primarily related to private funds capital raising and the private capital businesses, a portion of which may be collected in a period exceeding one year (see Note 4 for further information). The collection period for liability management and restructuring transaction receivables may exceed 90 days. Receivables that are collected in a period exceeding one year are reflected in Other Assets on the Consolidated Statements of Financial Condition.

At December 31, 2024 and 2023, total receivables recorded in Accounts Receivable amounted to $ 421,502 and $371,606, respectively, net of an allowance, and total receivables recorded in Other Assets amounted to $101,314 and $93,689, respectively. The Company recorded bad debt expense of $2,334, $5,559 and $5,513 for the years ended December 31, 2024, 2023 and 2022, respectively.

Other Current Assets and Other Assets include arrangements in which an estimate of variable consideration has been included in the transaction price and thereby recognized as revenue that precedes the contractual due date (contract assets). As of December 31, 2024, total contract assets recorded in Other Current Assets and Other Assets amounted to $62,379 and $14,477, respectively. As of December 31, 2023, total contract assets recorded in Other Current Assets and Other Assets amounted to $85,401 and $5,845, respectively.

With respect to the Company's Investment Securities portfolio, which is comprised of U.S. Treasury securities, exchange-traded funds and securities investments, the Company manages its credit risk exposure by limiting concentration risk and maintaining investment grade credit quality. As of December 31, 2024, the Company had Investment Securities of $1,452,721, of which 88% were U.S. Treasury securities and 12% were equity securities and exchange-traded funds, and Certificates of Deposit of $66,660 with financial institutions with high credit ratings.

Periodically, the Company provides compensation to new and existing employees in the form of loans and/or other cash awards, which include a requirement of either full or partial repayment of these awards based on the terms of their employment agreements with the Company. See Note 18 for further information.

Note 23 – Segment Operating Results

Business Segments – The Company's business results are categorized into the following two segments: Investment Banking & Equities and Investment Management. The Investment Banking & Equities segment includes providing advice to clients on significant mergers, acquisitions, divestitures and other strategic corporate transactions, as well as services related to securities underwriting, private placement services and commissions for agency-based equity trading services and equity

research. The Investment Banking & Equities segment also includes interests in Seneca Evercore and Luminis (through September 2024), which are accounted for under the equity method of accounting. The Investment Management segment includes Wealth Management and interests in private equity funds which are not managed by the Company, as well as interests in Atalanta Sosnoff and ABS (through July 2024), which are accounted for under the equity method of accounting.

The Company's segment information is prepared using the following methodology:

- Revenue, expenses and income (loss) from equity method investments directly associated with each segment are included in determining pre-tax income.
- Expenses not directly associated with specific segments are allocated based on the most relevant measures applicable, including headcount, square footage and other performance and time-based factors.
- Segment assets are based on those directly associated with each segment, or for certain assets shared across segments, those assets are allocated based on the most relevant measures applicable, including headcount and other factors.
- Investment gains and losses, interest income and interest expense are allocated between the segments based on the segment in which the underlying asset or liability is held.

Other Revenue, net, included in each segment's Net Revenues includes the following:

- Interest income, including accretion, and income (losses) on investment securities, including the Company's investment funds (which are used as an economic hedge against the Company's deferred cash compensation program), certificates of deposit, cash and cash equivalents and long-term accounts receivable
- Gains on the sale of the Company's interests in ABS in 2024 and 2022. See Note 10 for further information
- A loss related to the release of cumulative foreign exchange losses resulting from the redemption of the Company's interest in Luminis in 2024. See Note 10 for further information
- Gains (losses) resulting from foreign currency exchange rate fluctuations and foreign currency exchange forward contracts used as an economic hedge against exchange rate risk for foreign currency denominated accounts receivable or other commitments
- Realized and unrealized gains and losses on interests in private equity funds which are not managed by the Company
- Interest expense associated with the Company’s Notes Payable and lines of credit
- Adjustments to amounts due pursuant to the Company’s tax receivable agreement, subsequent to its initial establishment, related to changes in enacted tax rates

Each segment's expenses include: a) employee compensation and benefits expenses that are incurred directly in support of the segment and b) non-compensation expenses, which include expenses for premises and occupancy, professional fees, travel and entertainment, communications and information services, execution, clearing and custody fees, equipment and indirect support costs (including compensation and other operating expenses related thereto) for corporate services. Such corporate services include, but are not limited to, accounting, tax, legal, technology, human capital, facilities management and senior management activities.

Additionally, the Company's segment expenses also include Special Charges, Including Business Realignment Costs, which reflect the following:

- *2024* – Expenses related to the write-off of the remaining carrying value of the Company's investment in Luminis in connection with the redemption of the Company's interest
- *2023* – Expenses related to the write-off of non-recoverable assets in connection with the wind-down of the Company's operations in Mexico
- *2022* – Expenses related to charges associated with the prepayment of the Company's Series B Notes, as well as certain professional fees, separation benefits and other charges related to the wind-down of the Company's operations in Mexico

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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The Company evaluates segment results based on net revenues and pre-tax income. The Company's resources are allocated and performance is assessed by the Company's CEO and Chairman, whom the Company has determined to be the CODM. For both segments, the CODM reviews net revenues and pre-tax income against current and past performance on a quarterly basis when making decisions about allocating resources to the segments, inclusive of decisions regarding new hires, expansion into new geographical locations and entering into material contracts, including lease agreements and significant investments in technology. The CODM also uses these measures in determining appropriate levels of employee compensation.

No client accounted for more than 10% of the Company's Consolidated Net Revenues for the years ended December 31, 2024, 2023 and 2022, respectively.

The following information presents each segment's contribution.

	For the Years Ended December 31,		
	2024	2023	2022
Investment Banking & Equities			
Net Revenues[1]	$ 2,898,489	$ 2,355,943	$ 2,696,125
Employee Compensation and Benefits	1,927,928	1,617,449	1,658,076
Non-Compensation[2]	456,257	393,308	351,837
Special Charges, Including Business Realignment Costs	7,305	2,921	3,126
Operating Income	506,999	342,265	683,086
Income from Equity Method Investments	1,073	620	1,217
Pre-Tax Income	$ 508,072	$ 342,885	$ 684,303
Identifiable Segment Assets	$ 4,022,227	$ 3,541,886	$ 3,446,075
Investment Management			
Net Revenues[1]	$ 81,104	$ 70,006	$ 65,923
Employee Compensation and Benefits	46,108	39,426	39,443
Non-Compensation[2]	15,081	13,710	13,524
Operating Income	19,915	16,870	12,956
Income from Equity Method Investments	5,158	6,035	6,782
Pre-Tax Income	$ 25,073	$ 22,905	$ 19,738
Identifiable Segment Assets	$ 151,744	$ 161,412	$ 174,848
Total			
Net Revenues[1]	$ 2,979,593	$ 2,425,949	$ 2,762,048
Employee Compensation and Benefits	1,974,036	1,656,875	1,697,519
Non-Compensation[2]	471,338	407,018	365,361
Special Charges, Including Business Realignment Costs	7,305	2,921	3,126
Operating Income	526,914	359,135	696,042
Income from Equity Method Investments	6,231	6,655	7,999
Pre-Tax Income	$ 533,145	$ 365,790	$ 704,041
Identifiable Segment Assets	$ 4,173,971	$ 3,703,298	$ 3,620,923

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

(1) Net Revenues include Other Revenue, net, allocated to the segments as follows:

	For the Years Ended December 31,		
	2024	2023	2022
Investment Banking & Equities [(A)]	$ 86,772	$ 78,281	$ (25,668)
Investment Management	1,554	2,965	1,440
Total Other Revenue, net	$ 88,326	$ 81,246	$ (24,228)

(A) Other Revenue, net, from the Investment Banking & Equities segment includes interest expense on the Notes Payable and lines of credit of $ 16,768, $16,717 and $16,850 for the years ended December 31, 2024, 2023 and 2022, respectively.

(2) Non-Compensation expenses are as follows:

	For the Years Ended December 31,		
	2024	2023	2022
Investment Banking & Equities			
Occupancy and Equipment Rental	$ 88,604	$ 82,180	$ 76,317
Professional Fees	130,397	104,099	103,378
Travel and Related Expenses	78,519	63,798	49,588
Communications and Information Services	78,555	68,937	60,181
Depreciation and Amortization	24,141	23,943	26,976
Execution, Clearing and Custody Fees	11,487	10,724	8,813
Other Operating Expenses	44,554	39,627	26,584
Total Non-Compensation	$ 456,257	$ 393,308	$ 351,837
Investment Management			
Occupancy and Equipment Rental	$ 2,349	$ 2,149	$ 2,120
Professional Fees	5,329	4,702	4,910
Travel and Related Expenses	927	729	595
Communications and Information Services	2,919	2,666	2,461
Depreciation and Amortization	327	405	737
Execution, Clearing and Custody Fees	1,724	1,551	1,532
Other Operating Expenses	1,506	1,508	1,169
Total Non-Compensation	$ 15,081	$ 13,710	$ 13,524
Total			
Occupancy and Equipment Rental	$ 90,953	$ 84,329	$ 78,437
Professional Fees	135,726	108,801	108,288
Travel and Related Expenses	79,446	64,527	50,183
Communications and Information Services	81,474	71,603	62,642
Depreciation and Amortization	24,468	24,348	27,713
Execution, Clearing and Custody Fees	13,211	12,275	10,345
Other Operating Expenses	46,060	41,135	27,753
Total Non-Compensation	$ 471,338	$ 407,018	$ 365,361

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

Geographic Information – The Company manages its business based on the profitability of the enterprise as a whole.

The Company's revenues were derived from clients located and managed in the following geographical areas:

	For the Years Ended December 31,		
	2024	2023	2022
Net Revenues:[1]			
Americas[2]	$ 2,331,369	$ 1,826,861	$ 2,185,165
Europe, Middle East and Africa ("EMEA")	503,496	469,694	534,784
Asia-Pacific	56,402	48,148	66,327
Total	$ 2,891,267	$ 2,344,703	$ 2,786,276

(1) Excludes Other Revenue, Including Interest and Investments, and Interest Expense.
(2) Primarily includes revenue attributable to the United States of $ 2,187,916, $1,719,337 and $1,989,387 for the years ended December 31, 2024, 2023 and 2022, respectively.

The Company's total assets are located in the following geographical areas:

	December 31,	
	2024	2023
Total Assets:		
Americas[1]	$ 3,496,519	$ 3,167,244
EMEA[2]	614,494	481,558
Asia-Pacific	62,958	54,496
Total	$ 4,173,971	$ 3,703,298

(1) Primarily includes assets located in the United States.
(2) Primarily includes assets located in the United Kingdom.

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

Note 24 – Evercore Inc. (Parent Company Only) Financial Statements

EVERCORE INC.
(parent company only)

CONDENSED STATEMENTS OF FINANCIAL CONDITION
(dollars in thousands, except share data)

	December 31,	
	2024	2023
ASSETS		
Equity Investment in Subsidiary	$ 1,881,783	$ 1,743,393
Deferred Tax Assets	239,118	234,719
Goodwill	15,236	15,236
Other Assets	12,450	24,110
TOTAL ASSETS	$ 2,148,587	$ 2,017,458
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities		
Current Liabilities		
Payable to Related Party	$ 10,423	$ 10,522
Other Current Liabilities	3,659	3,304
Current Portion of Notes Payable	37,951	—
Total Current Liabilities	52,033	13,826
Amounts Due Pursuant to Tax Receivable Agreements	52,968	52,813
Long-term Debt - Notes Payable	335,944	373,885
TOTAL LIABILITIES	440,945	440,524
Stockholders' Equity		
Common Stock		
Class A, par value $0.01 per share (1,000,000,000 shares authorized, 84,767,922 and 82,114,009 issued at December 31, 2024 and 2023, respectively, and 38,116,350 and 37,773,613 outstanding at December 31, 2024 and 2023, respectively)	848	821
Class B, par value $0.01 per share (1,000,000 shares authorized, 45 and 46 issued and outstanding at December 31, 2024 and 2023, respectively)	—	—
Additional Paid-In Capital	3,510,356	3,163,198
Accumulated Other Comprehensive Income (Loss)	(36,057)	(26,538)
Retained Earnings	2,133,919	1,892,656
Treasury Stock at Cost (46,651,572 and 44,340,396 shares at December 31, 2024 and 2023, respectively)	(3,901,424)	(3,453,203)
TOTAL STOCKHOLDERS' EQUITY	1,707,642	1,576,934
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 2,148,587	$ 2,017,458

See notes to parent company only financial statements.

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

EVERCORE INC.
(parent company only)
CONDENSED STATEMENTS OF OPERATIONS

	For the Years Ended December 31,		
	2024	2023	2022
REVENUES			
Other Revenue, Including Interest and Investments	$ 16,768	$ 16,717	$ 16,850
TOTAL REVENUES	16,768	16,717	16,850
Interest Expense	16,768	16,717	16,850
NET REVENUES	—	—	—
EXPENSES			
TOTAL EXPENSES	—	—	—
OPERATING INCOME	—	—	—
Equity in Income of Subsidiary	476,261	315,109	605,957
Provision for Income Taxes	97,982	59,630	129,437
NET INCOME	$ 378,279	$ 255,479	$ 476,520

See notes to parent company only financial statements.

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

EVERCORE INC.
(parent company only)
CONDENSED STATEMENTS OF CASH FLOWS

	For the Years Ended December 31,		
	2024	**2023**	**2022**
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 378,279	$ 255,479	$ 476,520
Adjustments to Reconcile Net Income to Net Cash Provided by (Used in) Operating Activities:			
Undistributed Income of Subsidiary	(476,261)	(315,109)	(605,957)
Deferred Taxes	22,265	4,332	2,624
Accretion on Long-term Debt	556	529	585
(Increase) Decrease in Operating Assets:			
Other Assets	11,660	6,989	(31,099)
Increase (Decrease) in Operating Liabilities:			
Taxes Payable	—	—	(13,075)
Net Cash Provided by (Used in) Operating Activities	(63,501)	(47,780)	(170,402)
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment in Subsidiary	210,760	175,644	297,659
Net Cash Provided by Investing Activities	210,760	175,644	297,659
CASH FLOWS FROM FINANCING ACTIVITIES			
Payments to Related Party	(11,427)	—	—
Payment of Notes Payable	—	—	(67,000)
Issuance of Notes Payable	—	—	67,000
Dividends	(135,832)	(127,864)	(127,257)
Net Cash Provided by (Used in) Financing Activities	(147,259)	(127,864)	(127,257)
NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	—	—	—
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—Beginning of Year	—	—	—
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—End of Year	$ —	$ —	$ —
SUPPLEMENTAL CASH FLOW DISCLOSURE			
Payments for Income Taxes	$ 64,121	$ 48,850	$ 170,844
Accrued Dividends	$ 16,159	$ 17,054	$ 15,236

See notes to parent company only financial statements.

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

EVERCORE INC.
(parent company only)
NOTES TO CONDENSED FINANCIAL STATEMENTS

Note A – Organization

Evercore Inc. (the "Company") was incorporated as a Delaware corporation on July 21, 2005. The Company did not begin meaningful operations until the reorganization discussed below. Pursuant to a reorganization into a holding company structure, the Company became a holding company and its sole asset is a controlling equity interest in Evercore LP. As the sole general partner of Evercore LP, the Company operates and controls all of the business and affairs of Evercore LP and, through Evercore LP and its subsidiaries, continues to conduct the business now conducted by these subsidiaries.

Note B – Significant Accounting Policies

Basis of Presentation. The Statements of Financial Condition, Operations and Cash Flows have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Equity Investment in Subsidiary and Equity in Income of Subsidiary. Equity Investment in Subsidiary includes the Company's receivable from Evercore LP for senior notes owed by Evercore LP to the Company having similar terms as described below in Note D – issuance of Notes Payable. The Equity in Income of Subsidiary represents the Company's share of income from Evercore LP.

Note C – Stockholders' Equity

The Company is authorized to issue 1,000,000 shares of Class A common stock ("Class A Shares"), par value $ 0.01 per share, and 1,000 shares of Class B common stock, par value $0.01 per share. All Class A Shares and shares of Class B common stock vote together as a single class. At December 31, 2024, the Company has issued 84,768 Class A Shares. The Company canceled two shares of Class B common stock, which were held by limited partners of Evercore LP, and granted one share of Class B common stock during 2024. During 2024, the Company purchased 998 Class A Shares from employees at an average cost per share of $179.67, primarily for the net settlement of stock-based compensation awards, and 1,313 Class A Shares at an average cost per share of $203.84 pursuant to the Company's share repurchase program. The result of these purchases was an increase in Treasury Stock of $446,985 (excluding $1,236 of excise tax levied on share repurchases, net of issuances) on the Company's Statement of Financial Condition as of December 31, 2024. Treasury shares are repurchased by a subsidiary of Evercore Inc. During the year ended December 31, 2024, the Company declared and paid dividends of $3.16 per share, totaling $120,857, which were wholly funded by the Company's sole subsidiary, Evercore LP, and accrued deferred cash dividends on unvested and vested RSUs, totaling $16,159. During the year ended December 31, 2024, the Company also paid deferred cash dividends of $14,975, which were wholly funded by the Company's sole subsidiary, Evercore LP.

As discussed in Note 18 to the consolidated financial statements, both the Evercore LP partnership units and restricted stock units are exchangeable into Class A Shares on a one-for-one basis once vested.

Note D – Issuance of Notes Payable

On March 30, 2016, the Company issued an aggregate of $ 170,000 of senior notes (the "2016 Private Placement Notes"), including: $ 38,000 aggregate principal amount of its 4.88% Series A senior notes which were due March 30, 2021 (the "Series A Notes"), $ 67,000 aggregate principal amount of its 5.23% Series B senior notes originally due March 30, 2023 (the "Series B Notes"), $ 48,000 aggregate principal amount of its 5.48% Series C senior notes due March 30, 2026 and $17,000 aggregate principal amount of its 5.58% Series D senior notes due March 30, 2028, pursuant to a note purchase agreement dated as of March 30, 2016, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933. In March 2021, the Company repaid the $ 38,000 aggregate principal amount of its Series A Notes. On June 28, 2022, the Company prepaid the $67,000 aggregate principal amount of its Series B Notes plus the applicable make-whole amount.

On August 1, 2019, the Company issued $ 175,000 and £ 25,000 of senior unsecured notes (the "2019 Private Placement Notes"), through private placement. These notes reflect a weighted average life of 12 years and a weighted average stated interest rate of 4.26%. These notes include: $ 75,000 aggregate principal amount of its 4.34% Series E senior notes due August 1, 2029, $ 60,000 aggregate principal amount of its 4.44% Series F senior notes due August 1, 2031, $40,000 aggregate principal amount of its 4.54% Series G senior notes due August 1, 2033 and £ 25,000 aggregate principal amount of its 3.33%

EVERCORE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(amounts in thousands, except per share amounts, unless otherwise noted)

Series H senior notes due August 1, 2033, each of which were issued pursuant to a note purchase agreement dated as of August 1, 2019, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

On March 29, 2021, the Company issued $38,000 aggregate principal amount of its 1.97% Series I senior notes due August 1, 2025 (the "2021 Private Placement Notes"), pursuant to a note purchase agreement dated as of March 29, 2021, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

On June 28, 2022, the Company issued $67,000 aggregate principal amount of its 4.61% Series J senior notes due November 15, 2028 (the "2022 Private Placement Notes"), pursuant to a note purchase agreement dated as of June 28, 2022, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

Note E – Commitments and Contingencies

As of December 31, 2024, as discussed in Note 13 to the consolidated financial statements, future payments required related to the 2016, 2019, 2021 and 2022 Private Placement Notes are $454,906. Pursuant to the 2016, 2019, 2021 and 2022 Private Placement Notes, the Company expects to make payments to the notes' holders of $54,006 within one year or less, $74,943 in one to three years, $179,302 in three to five years and $146,655 after five years.

As of December 31, 2024, as discussed in Note 19 to the consolidated financial statements, the Company estimates the contractual obligations related to the Tax Receivable Agreement to be $63,391. The company expects to pay to the counterparties to the Tax Receivable Agreement $ 10,423 within one year or less, $18,209 in one to three years, $12,705 in three to five years and $ 22,054 after five years.

SUPPLEMENTAL FINANCIAL INFORMATION

Not applicable.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of the end of the period covered by this report. Based upon that evaluation and subject to the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) were effective to accomplish their objectives at the reasonable assurance level.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is identified in Exchange Act Rule 13a-15(f). Management has assessed the effectiveness of its internal control over financial reporting as of December 31, 2024 based on criteria established in *Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission* , commonly referred to as the "COSO" criteria. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In making the assessment, management used the framework in *Internal Control - Integrated Framework (2013) promulgated by the Committee of Sponsoring Organizations of the Treadway Commission*. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our internal controls over financial reporting were effective as of December 31, 2024.

The Company's independent registered public accounting firm has issued its written attestation report on the Company's internal control over financial reporting, as included below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of
Evercore Inc.
New York, New York

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Evercore Inc. and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2024, of the Company and our report dated February 21, 2025, expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control Over Financial Reporting.* Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

New York, New York
February 21, 2025

Changes in Internal Controls over Financial Reporting

We have not made any changes during the three months ended December 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act).

Item 9B. Other Information

During the fiscal year ended December 31, 2024, none of the Company's trustees or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any non Rule 10b5-1 trading arrangement.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information regarding directors and executive officers set forth under the caption "Election of Directors" and "Executive Officers" in the Proxy Statement is incorporated herein by reference.

The information regarding compliance with Section 16(a) of the Exchange Act set forth under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement is incorporated herein by reference.

The information regarding our Code of Business Conduct and Ethics, our audit committee and our audit committee financial expert under the caption "Corporate Governance" in the Proxy Statement is incorporated herein by reference.

The Company posts its Code of Business Conduct and Ethics on the Corporate Governance webpage within the For Investors section of its website at http://investors.evercore.com under the link "Governance Documents." The Company's Code of Business Conduct and Ethics applies to all directors, officers and employees, including our Chairman and Chief Executive Officer, our Senior Chairman, our Chief Financial Officer and our Principal Accounting Officer. We will post any amendments to the Code of Business Conduct and Ethics, and any waivers that are required to be disclosed by the rules of either the SEC or the NYSE, on our website within the required periods.

The Company has adopted insider trading policies and procedures and has implemented processes that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations, and the NYSE listing standards. Our Personal Trading Policy prohibits our employees and related persons and entities from trading in securities of the Company and other companies while in possession of material, nonpublic information in violation of applicable securities laws. The Company also follows procedures for the repurchase of its securities. A copy of our Personal Trading Policy is filed as Exhibit 19.1 to this Form 10-K.

Item 11. Executive Compensation

The information contained in the sections captioned "Compensation of Our Named Executive Officers," "Director Compensation" and "Compensation Committee Report" of the Proxy Statement is incorporated herein by reference.

Information regarding our compensation committee and compensation committee interlocks under the caption "Corporate Governance – Committees of the Board" is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Securities Authorized for Issuance under Equity Compensation Plans at December 31, 2024

	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights[1]	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights[2]	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in First Column)
Equity compensation plans approved by shareholders	5,242,348	—	8,654,162
Equity compensation plans not approved by shareholders	—	—	—
Total	5,242,348	—	8,654,162

(1) Includes shares that may be issued upon the vesting of RSUs and dividend equivalents accrued thereon.
(2) To date, we have issued RSUs which by their nature have no exercise price.

The information contained in the section captioned "Security Ownership of Certain Beneficial Owners and Management" of the Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions and Director Independence

The information contained in the sections captioned "Related Person Transactions and Other Information" and "Corporate Governance-Director Independence" in the Proxy Statement is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information regarding our independent registered public accounting firm fees and services in the section captioned "Ratification of Independent Registered Public Accounting Firm" of the Proxy Statement is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

1. Financial Statements

The consolidated financial statements required to be filed in the Form 10-K are listed in Part II, Item 8 hereof.

2. Financial Data Schedules

All schedules have been omitted because they are not applicable, not required, or the information required is included in the financial statements or notes thereto.

3. Exhibits

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

Exhibit Number	Description
3.1	Restated Certificate of Incorporation of Evercore Inc., as filed with the Secretary of State of the State of Delaware on October 17, 2017(14)
3.2	Amended and Restated By-Laws, dated August 29, 2017 (13)
4.1	Form of 4.34% Series E senior notes due 2029 (17)
4.2	Form of 4.44% Series F senior notes due 2031 (17)
4.3	Form of 4.54% Series G senior notes due 2033 (17)
4.4	Form of 3.33% Series H senior notes due 2033 (17)
4.5	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (25)
10.1	Tax Receivable Agreement, dated as of August 10, 2006 (2)
10.2	Registration Rights Agreement, dated as of August 10, 2006 (2)
10.3	*Employment Agreement between the Registrant and Roger C. Altman (2)
10.4	*Amendment to Employment Agreement dated February 12, 2008 with Roger C. Altman (3)
10.5	*Amendment to Employment Agreement dated March 26, 2009 with Roger C. Altman (4)
10.6	Form of Indemnification Agreement between the Registrant and each of its directors (1)

10.7	Contribution and Exchange Agreement, dated as of August 3, 2014, among ISI Holding, Inc., ISI Holding II, Inc., ISI Management Holdings LLC, ISI Holding, LLC, Edward S. Hyman, the holders of the Management Holdings management units set forth on Annex A thereto, Evercore LP, Evercore Partners Inc. and the Founder, solely in his capacity as the holders' representative(5)
10.8	*Employment Agreement between the Registrant and Edward S. Hyman (6)
10.9	*Cash Unit Award Agreement (7)
10.10	*Form Restricted Stock Unit Award Agreement for U.S. Employees (7)
10.11	Form of Note Purchase Agreement, dated March 30, 2016 (8)
10.12	Loan Agreement, dated as of June 24, 2016, between Evercore Partners Services East L.L.C., as borrower, and PNC Bank, National Association, as lender(9)
10.13	*Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (10)
10.14	*Employment Agreement, dated as of November 15, 2016, by and among Evercore Partners Inc., Evercore LP and John S. Weinberg(11)
10.15	*Incentive Subscription Agreement, dated as of November 15, 2016, by and among Evercore Partners Inc., Evercore LP and John S. Weinberg(11)
10.16	*Restricted Stock Unit Award Agreement, dated as of November 15, 2016, by and among Evercore Partners Inc., Evercore LP and John S. Weinberg(11)
10.17	*Confidentiality, Non-Solicitation and Proprietary Information Agreement, dated as of November 15, 2016, by and between Evercore Partners Inc. and John S. Weinberg(11)
10.18	*2017 Form Restricted Stock Unit Award Agreement for U.S. Employees (12)
10.19	*2017 Form Restricted Stock Unit Award Agreement for the members of Evercore Partners International LLP (12)
10.20	*2017 Form Restricted Stock Unit Award Agreement for non-U.S. Employees and non-members of Evercore Partners International LLP(12)
10.21	Seventh Amended and Restated Limited Partnership Agreement of Evercore LP, dated as of November 1, 2017, by and among Evercore Inc., as general partner, and the Limited Partners (as defined therein) of the Partnership(15)
10.22	*2019 Form Restricted Stock Unit Award Agreement for U.S. Employees (16)
10.23	Form of Note Purchase Agreement, dated as of August 1, 2019 (17)
10.24	Amended and Restated 2016 Evercore Inc. Stock Incentive Plan, Israeli Appendix (18)
10.25	*Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (19)

10.26	Form of Note Purchase Agreement, dated as of March 29, 2021 (20)
10.27	Form of Class L Interest Subscription Agreement (21)
10.28	Amendment No. 1 to the Seventh Amended and Restated Limited Partnership Agreement of Evercore LP, dated as of April 30, 2021, by and among Evercore Inc., as general partner, and the Limited Partners (as defined therein) of the Partnership (21)
10.29	Agreement, dated October 29, 2021, between Evercore Group L.L.C. and PNC Bank, National Association (22)
10.30	Form of Note Purchase Agreement, dated June 28, 2022 (23)
10.31	Form of Class K-P Unit Subscription Agreement (25)
10.32	Amendment, dated October 31, 2022, to the Agreement between Evercore Group L.L.C. and PNC Bank, National Association (25)
10.33	*Employment Agreement between Evercore Inc. and Timothy LaLonde, dated January 19, 2023 (24)
10.34	Amendment to Subordinated Revolving Credit Facility (Unsecured Facility), dated November 3, 2023, by and among Evercore Group L.L.C. and PNC Bank, National Association (26)
10.35	*Third Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (27)
10.36	Amendment to Subordinated Revolving Credit Facility (Unsecured Facility), dated October 25, 2024, by and among Evercore Group L.L.C. and PNC Bank, National Association (filed herewith)
10.37	Loan Agreement, dated October 28, 2024, between Evercore Partners Services East L.L.C. and PNC Bank, National Association, together with Revolving Line of Credit Note (filed herewith)
10.38	Guaranty and Suretyship Agreement, dated October 28, 2024, between Evercore LP, Evercore Group Holdings L.P., and PNC Bank, National Association (filed herewith)
10.39	2024 Form of Restricted Stock Unit Award Agreement for U.S. Employees (filed herewith)
11	Not included as a separate exhibit - earnings per share can be determined from Note 17 to the consolidated financial statements included in Item 8 – Financial Statements and Supplemental Data.
19.1	Personal Trading Policy (filed herewith)
21.1	Subsidiaries of the Registrant (filed herewith)
23.1	Consent of Deloitte & Touche LLP (filed herewith)
24.1	Power of Attorney (included on signature page hereto)
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) (filed herewith)

31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) (filed herewith)
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
97.1	Evercore Inc. Mandatory Clawback Policy (26)
101.INS	The following materials from the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024, are formatted in Inline XBRL: (i) Consolidated Statements of Financial Condition as of December 31, 2024 and 2023, (ii) Consolidated Statements of Operations for the years ended December 31, 2024, 2023 and 2022, (iii) Consolidated Statements of Comprehensive Income for the years ended December 31, 2024, 2023 and 2022, (iv) Consolidated Statements of Changes in Equity for the years ended December 31, 2024, 2023 and 2022, (v) Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023 and 2022, and (vi) Notes to Consolidated Financial Statements, tagged as blocks of text including detailed tags
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover page from the Company's Annual Report on Form 10-K for the year ended December 31, 2024 is formatted in Inline XBRL (and contained in Exhibit 101)

(1) Incorporated by Reference to the Registrant's Registration Statement on Form S-1 (Registration No. 333-134087), as amended, originally filed with the SEC on May 12, 2006.
(2) Incorporated by Reference to the Registrant's Quarterly Report on Form 10-Q (Commission File No. 001-32975), for the period ended June 30, 2006.
(3) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on February 12, 2008.
(4) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on March 27, 2009.
(5) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on August 4, 2014.
(6) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 27, 2015.
(7) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 24, 2016.
(8) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on March 31, 2016.
(9) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on June 29, 2016.
(10) Incorporated by Reference to Annex B to the Registrant's definitive proxy statement (Commission File No. 001-32975), filed with the SEC on April 28, 2016.

(11) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on November 18, 2016.
(12) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 24, 2017.
(13) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on September 1, 2017.
(14) Incorporated by Reference to the Registrant's Quarterly Report on Form 10-Q (Commission File No. 001-32975), for the period ended September 30, 2017.
(15) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 23, 2018.
(16) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 22, 2019.
(17) Incorporated by Reference to the Registrant's Quarterly Report on Form 10-Q (Commission File No. 001-32975), for the period ended June 30, 2019.
(18) Incorporated by Reference to the Registrant's Quarterly Report on Form 10-Q (Commission File No. 001-32975), for the period ended September 30, 2019.
(19) Incorporated by Reference to Annex B to the Registrant's definitive proxy statement (Commission File No. 001-32975), filed with the SEC on April 24, 2020.
(20) Incorporated by Reference to the Registrant's Quarterly Report on Form 10-Q (Commission File No. 001-32975), for the period ended March 31, 2021.
(21) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on April 30, 2021.
(22) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 24, 2022.
(23) Incorporated by Reference to the Registrant's Quarterly Report on Form 10-Q (Commission File No. 001-32975), for the period ended June 30, 2022.
(24) Incorporated by Reference to the Registrant's Current Report on Form 8-K (Commission File No. 001-32975), filed with the SEC on January 20, 2023.
(25) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 24, 2023.
(26) Incorporated by Reference to the Registrant's Annual Report on Form 10-K (Commission File No. 001-32975), filed with the SEC on February 22, 2024.
(27) Incorporated by Reference to Annex B to the Registrant's definitive proxy statement (Commission File No. 001-32975), filed with the SEC on April 26, 2024.

Item 16. Form 10-K Summary

None.

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.

Date: February 21, 2025

Each of the officers and directors of Evercore Inc. whose signature appears below, in so signing, also makes, constitutes and appoints each of John S. Weinberg, Roger C. Altman, Tim LaLonde, Jason Klurfeld and Paul Pensa, and each of them, his true and lawful attorneys-in-fact, with full power and substitution, for him in any and all capacities, to execute and cause to be filed with the SEC any and all amendments to the Report on Form 10-K, with exhibits thereto and other documents connected therewith and to perform any acts necessary to be done in order to file such documents, and hereby ratifies and confirms all that said attorneys-in-fact or their substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities on the 21st day of February, 2025.

Signature	Title
/s/ JOHN S. WEINBERG **John S. Weinberg**	Chief Executive Officer and Chairman
/s/ ROGER C. ALTMAN **Roger C. Altman**	Senior Chairman
/s/ PAMELA G. CARLTON **Pamela G. Carlton**	Director
/s/ ELLEN V. FUTTER **Ellen V. Futter**	Director
/s/ GAIL B. HARRIS **Gail B. Harris**	Director
/s/ ROBERT B. MILLARD **Robert B. Millard**	Director
/s/ WILLARD J. OVERLOCK, JR. **Willard J. Overlock, Jr.**	Director
/s/ SIR SIMON M. ROBERTSON **Sir Simon M. Robertson**	Director
/s/ WILLIAM J. WHEELER **William J. Wheeler**	Director
/s/ SARAH K. WILLIAMSON **Sarah K. Williamson**	Director
/s/ TIM LALONDE **Tim LaLonde**	Chief Financial Officer (Principal Financial Officer)
/s/ PAUL PENSA **Paul Pensa**	Controller (Principal Accounting Officer)

Exhibit 10.36
EXECUTION VERSION

AMENDMENT TO PREVIOUSLY APPROVED SUBORDINATION AGREEMENT,
MATURITY DATE EXTENSION, INTEREST RATE CHANGE AND INCORPORATION OF CERTAIN PROVISIONS

For good and valuable consideration, Evercore Group L.L.C. (the "Broker/Dealer") and PNC Bank, National Association (the "Lender") hereby amend the Revolving Note and Cash Subordination Agreement, using FINRA Form REV-33R, executed on October 29, 2021 with a scheduled maturity date of October 28, 2023 (subsequently extended to October 28, 2025) in the principal amount of $75,000,000 (as amended, the "Subordination Agreement"), subject to the terms and conditions set forth in the Subordination Agreement previously approved by the Financial Industry Regulatory Authority, Inc.

Terms capitalized herein shall have the same meaning as identified in the Subordination Agreement. With respect to the provisions modified or added herein, to the extent any conflict exists between this amendment and the Subordination Agreement, the terms of this amendment shall control.

The Broker/Dealer and Lender hereby agree to amend the Subordination Agreement as follows:

☒1. (a) The Scheduled Maturity Date of the Subordination Agreement shall be extended to N/A (see below) (at least one year from the date of the previous Scheduled Maturity Date); **OR**

(b) FOR REVOLVING SUBORDINATED LOAN AGREEMENTS:

The Broker/Dealer and Lender hereby agree to amend the Revolving Note and Subordination Agreement extending the Credit Period to **October 28, 2025** (During the Credit Period, the Broker/Dealer may utilize the Credit Line (as then in effect) by borrowing and/or prepaying outstanding Advances, in whole or in part, and reborrowing, all in accordance with the terms and provisions outlined therein). The Broker/Dealer is obligated to repay the aggregate unpaid principal amount of all Advances on or before **October 28, 2026** (the "Scheduled Maturity Date") (one year AFTER the end of the Credit Period).

☒2. The Broker/Dealer and Lender hereby agree to amend the Subordination Agreement by modifying the interest rate to reflect a rate equal to (A) Daily SOFR plus (B) one hundred forty-five (145) basis points (1.45%) from the date hereof.

☐3. The Scheduled Maturity Date hereof in each year, without further action by either the Lender or Broker/Dealer, shall be extended an additional year unless on or before the day seven months (or thirteen months for equity loans, Forms 31E and 32E) preceding the Scheduled Maturity Date then in effect, the Lender shall notify the Broker/Dealer in writing, with a written copy to FINRA, that such Scheduled Maturity Date shall not be extended. By incorporating this provision, the parties to an equity loan (only) represent that:

a. the Lender will retain an ownership interest in the Broker/Dealer during the extended maturity period(s); and

b. the Broker/Dealer shall notify FINRA if any change in ownership status occurs that results in the Lender retaining no ownership interest in the Broker/Dealer.

This amendment shall not become effective unless and until FINRA has found the amendment acceptable.

The parties to this amendment, by affixing their signatures to this amendment, represent to FINRA, for its reliance, that (i) this amendment, and the Subordination Agreement which it amends, are legally valid and binding obligations on the parties; and (ii) this amendment, as executed below, conforms in every respect to and with any draft hereof which may have been heretofore submitted to and approved by FINRA for actual execution.

[Remainder of Page Intentionally Left Blank]

IN WITNESS HEREOF the parties hereto have set their hands and seals this 25th day of October, 2024.

EVERCORE GROUP L.L.C.

By: /s/ Paul Pensa

Name: Paul Pensa
Title: Chief Financial Officer
(Broker/Dealer)

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Sheryl Jordan

Name: Sheryl Jordan
Title: Executive Vice President
(Lender)

Exhibit 10.37
EXECUTION VERSION

Loan Agreement

THIS LOAN AGREEMENT (the "**Agreement**"), is entered into as of October 28, 2024, between **EVERCORE PARTNERS SERVICES EAST L.L.C.** (the "**Borrower**"), with an address at c/o Evercore Inc., 55 East 52nd Street, New York, NY 10055, and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222.

The Borrower and the Bank, with the intent to be legally bound, agree as follows:

1. Loan; Line of Credit. The Bank hereby extends to the Borrower a committed revolving line of credit under which the Borrower may request and the Bank, subject to the terms and conditions of this Agreement, will make advances to the Borrower from time to time until the Expiration Date, in an aggregate amount outstanding at any time not to exceed $85,000,000 (the "**Line of Credit**"**)**. The loans made by the Bank under the Line of Credit are hereby referred to as the "**Loan**". The "**Expiration Date**" shall mean October 27, 2025, or such later date as may be requested by the Borrower and designated by the Bank in its sole discretion by written notice from the Bank to the Borrower. The Borrower acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the Line of Credit beyond the Expiration Date. In no event shall the aggregate unpaid principal amount of advances under the Line of Credit exceed the face amount of the Line of Credit. Advances under the Line of Credit will be used for working capital or other general business purposes of the Borrower. Notwithstanding anything to the contrary stated in the note evidencing the Line of Credit, the Borrower shall repay the outstanding principal balance of the Line of Credit, together with all accrued and unpaid interest thereon, in an amount sufficient to reduce the outstanding principal balance thereof to zero, for a period of at least thirty (30) consecutive days prior to the original Expiration Date, and annually thereafter if the Expiration Date is extended, upon the request of the Borrower but at the Bank's sole discretion as provided in the Note (as defined below). The Loan shall be evidenced by a promissory note of the Borrower and all renewals, extensions, amendments and restatements thereof (whether one or more, collectively, the "**Note**") acceptable to the Bank, which shall set forth the interest rate, repayment and other provisions of the Loan, the terms of which are incorporated into this Agreement by reference. The proceeds of the Loan will be used for working capital or general corporate purposes, including paying existing indebtedness of the Borrower.

Notwithstanding anything herein or in the Note to the contrary, the Borrower shall immediately repay the outstanding principal balance of the Line of Credit, together with all accrued and unpaid interest thereon, at any time that there is any Unused PNC Secured Facility Availability (as defined below).

2. Guaranties. The guaranties for repayment of the Loan shall include but not be limited to the guaranties and other documents heretofore, contemporaneously or hereafter executed and delivered to the Bank in connection with the Loan (the "**Guaranty Documents**"), which, in the case of the guaranties by Evercore LP and Evercore Group Holdings L.P. (collectively, the "**Guarantors**"), shall guarantee repayment of the Loan and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower to the Bank or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument; (ii) arising

under any agreement, instrument or document; (iii) for the payment of money; (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee; (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement; (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner; or (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses (hereinafter referred to collectively as the "**Obligations**"). Unless expressly provided to the contrary in documentation for any other loan or loans, it is the express intent of the Bank and the Borrower that all Obligations including those included in the Loan be cross-defaulted, such that a default under any Obligation shall be a default under all Obligations.

This Agreement, the Note, the Guaranty Documents and all other agreements and documents executed and/or delivered pursuant or subject hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to as the "**Loan Documents.**" Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents. When used in **Sections 4** and **5** hereof, the following terms shall have the meanings assigned to such terms in the Note Purchase Agreement (which term is defined below): "**Affiliate**"; "**Consolidated Interest Coverage Ratio**"; "**Consolidated Leverage Ratio**"; "**Consolidated Subsidiary**"; "**Consolidated Tangible Net Worth**"; "**Consolidated Total Assets**"; "**Disposition**"; "**Disposition Value**"; "**Disposed**"; "**Governmental Authority**"; "**Indebtedness**"; "**Lien**"; "**Material Credit Facility**"; "**Memorandum**"; "**Net Proceeds**"; "**Subsidiary Guarantor**"; and "**Wholly-Owned Subsidiary**". In addition, the following terms shall have the following meanings:

"**2016 Note Purchase Agreement**" shall mean the Note Purchase Agreement, dated as of March 30, 2016, among the Company and the purchasers party thereto pursuant to which the Company issued its (i) $38,000,000 4.88% Series A Senior Notes, (ii) $67,000,000 5.23% Series B Senior Notes, $48,000,000 5.48% Series C Senior Notes, and (iii) $17,000,000 5.58% Series D Senior Notes, as in effect on the date hereof.

"**2019 Note Purchase Agreement**" shall mean the Note Purchase Agreement, dated as of August 1, 2019, among the Company and the purchasers party thereto pursuant to which the Company issued its (i) $75,000,000 4.34% Series E Senior Notes, (ii) $60,000,000 4.44% Series F Senior Notes, $40,000,000 4.54% Series G Senior Notes, and (iii) £25,000,000 3.33% Series H Senior Notes, as in effect on the date hereof.

"**2021 Note Purchase Agreement**" shall mean the Note Purchase Agreement, dated as of March 29, 2021, among the Company and the purchasers party thereto pursuant to which the Company issued its $38,000,000 1.97% Series I Senior Notes, as in effect on the date hereof.

"**2022 Note Purchase Agreement**" shall mean the Note Purchase Agreement, dated as of June 28, 2022, among the Company and the purchasers party thereto pursuant to which the Company issued its $67,000,000 4.61% Series J Senior Notes, as in effect on the date hereof.

"**Addendum**" shall have the meaning assigned to such term in **Section 3.2**.

"**Business Day**" shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania or New York, New York.

"**Change in Law**" shall have the meaning assigned to such term in **Section 9**.

"**Change of Control**" means (i) an event or series of events by which any person (as such term is used in Section 13(d) and Section 14(d)(2) of the Exchange Act as in effect on the date of this Agreement) or related persons constituting a group (as such term is used in Rule 13d-5 under the Exchange Act as in effect on the date of this Agreement), other than individuals who are and have been executive-level employees of the Company for a period of not less than one (1) year determined at such time, become the "beneficial owners" (as such term is used in Rule 13d-3 under the Exchange Act as in effect on the date of this Agreement), directly or indirectly, of more than 50% of the total voting power of all classes then outstanding of the Company's voting stock, (ii) the Company shall cease to own, beneficially and of record, directly or indirectly, more than 50% of the economic and voting interests in Evercore LP, or (iii) Evercore LP shall cease to own, beneficially and of record, directly or indirectly, more than 50% of the economic and voting interests of the Borrower.

"**Company**" shall mean Evercore, Inc., a Delaware corporation, f/k/a Evercore Partners, Inc.

"**Confidential Information**" shall have the meaning assigned to such term in **Section 10.13**.

"**Default**" shall have the meaning assigned to such term in **Section 4.8**.

"**Employee Benefit Plan**" shall have the meaning assigned to such term in **Section 3.9**.

"ERISA" shall have the meaning assigned to such term in **Section 3.9**.

"**Event of Default**" shall have the meaning assigned to such term in **Section 6**.

"**Evercore Group**" means Evercore Group Holdings L.P., a Delaware limited partnership.

"**Evercore LP**" means Evercore LP, a Delaware limited partnership.

"**Exchange Act**" shall mean the United States Exchange Act of 1934.

"**Expiration Date**" shall have the meaning assigned to such term in **Section 1**.

"**Financial Statements**" shall have the meaning assigned to such term in **Section 3.2**.

"**GAAP**" shall have the meaning assigned to such term in **Section 3.2**.

"**Guarantors**" shall have the meaning assigned to such term in **Section 2**.

"**Guaranty Documents**" shall have the meaning assigned to such term in **Section 2**.

"**Line of Credit**" shall have the meaning assigned to such term in **Section 1**.

"**Loan**" shall have the meaning assigned to such term in **Section 1**.

"**Loan Parties**" shall mean the collective reference to the Borrower and the Guarantors; individually, a "**Loan Party**".

"**Material Adverse Effect**" shall mean a material adverse effect on (a) the validity or enforceability of the Loan Documents, (b) the business, assets, operations, financial condition, affairs or properties of the Borrower and the other Loan Parties taken as a whole, (c) the ability of the Borrower and the other Loan Parties to generally pay their debts as they come due and to perform their obligations under the Loan Documents or (d) the validity or enforceability of this Agreement, the Note or any other Loan Document or the rights and remedies of the Bank hereunder or thereunder.

"**Note**" shall have the meaning assigned to such term in **Section 1**.

"**Note Purchase Agreement**" shall mean the collective reference to (i) the 2016 Note Purchase Agreement, (ii) the 2019 Note Purchase Agreement, (iii) the 2021 Note Purchase Agreement and (iv) the 2022 Note Purchase Agreement.

"**Notices**" shall have the meaning assigned to such term in **Section 10.1**.

"**Obligations**" shall have the meaning assigned to such term in **Section 2**.

"Person" shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture or other business entity or any Governmental Authority or political subdivision or agency thereof.

"**Pro Rata Amount**" shall mean, in respect of the Bank and any Disposition by the Company or any Subsidiary thereof, an amount equal to the product of:

(a) the portion of the Net Proceeds (or an equal amount) being applied or offered to be applied to the payment of Indebtedness pursuant to **Section 5.6(g)(ii)** hereof, multiplied by

(b) a fraction, the numerator of which is the outstanding principal amount of the Line of Credit, and the denominator of which is the aggregate outstanding principal amount of all unsubordinated Indebtedness of the Company or any Subsidiary (other than Indebtedness owing to the Company or any Subsidiary or Affiliate thereof) being prepaid or offered to be prepaid pursuant to **Section 5.6(g)(ii)** in connection with such Disposition.

"**Responsible Officer**" shall mean, with respect to any Loan Party, the chief financial officer, principal accounting officer, treasurer or comptroller of such Loan Party and any officer of such Loan Party with responsibility for the administration of the relevant portion of this Agreement, or any other Loan Document.

"**Subsidiary**" shall mean, as to any entity, a corporation, partnership, limited partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such entity.

3. Representations and Warranties. The Borrower hereby makes the following representations and warranties, which shall be continuing in nature and remain in full force and effect until the Obligations (other than contingent indemnification obligations for which no claim has been made) are paid in full:

3.1 **Existence, Power and Authority.** Each of the Loan Parties is (a) duly organized, validly existing and in good standing under the laws of the State of its incorporation or organization, (b) has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and (c) is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing except, in the case of clause (c) only, for such jurisdictions (other than in its State of formation) where the failure to be so qualified, licensed or in good standing could not reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties is duly authorized to execute and deliver the Loan Documents to which it is a party and all necessary action by any Loan Party to authorize the execution and delivery of the Loan Documents to which it is a party has been properly taken.

3.2 **Financial Statements.** The Borrower has delivered or caused to be delivered to the Bank copies of the most recent annual and quarterly financial statements (the "**Financial Statements**") of the Company and Evercore LP described in **Section 4.7** of the Addendum attached hereto and incorporated herein by reference (the "**Addendum**"). All of such Financial Statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries or Evercore LP, as the case may be, as of the respective dates specified therein and the consolidated results of their operations and cash flows for the respective periods so specified and have been prepared in accordance with generally accepted accounting principles in effect from time to time ("**GAAP**") consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal year-end adjustments).

3.3 **No Material Adverse Change.** Since December 31, 2018, no Material Adverse Effect has occurred.

3.4 **Binding Obligations.** Each of the Borrower and the other Loan Parties has full power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of its Board of Directors or other governing body or otherwise as may be required by law, charter, other organizational documents or agreements; and the Loan Documents, when executed and delivered by the Borrower and the other Loan Parties, will constitute the legal, valid and binding obligations of the Borrower and the other Loan Parties, as applicable, enforceable in accordance with their terms (except as enforcement may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to creditors' rights generally).

3.5 **No Defaults or Violations.** There does not exist any Default or Event of Default under this Agreement or any default or violation by the Borrower or any other Loan Party of or under any of the terms, conditions or obligations of: (i) its partnership agreement, its articles or certificate of formation or organization, its limited liability company agreement, its limited partnership agreement or its other organizational documents as applicable; (ii) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it is a party or by which it is bound; or (iii) any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency except, in the case of clauses (ii) and (iii), where the failure to so comply could not be reasonably expected to have a Material Adverse Effect; and the consummation of this Agreement and the transactions set forth herein will not result in any such default or violation, Default or Event of Default.

3.6 **[Reserved]**.

3.7 **Litigation.** There are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of the Borrower, threatened against the Borrower or any other Loan Party, that could, individually or in the aggregate, reasonably be expected to have a Material

Adverse Effect and there is no basis known to the Borrower for any action, suit, proceeding or investigation which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.8 Tax Returns. The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which, individually or in the aggregate, is not Material (as defined in the Note Purchase Agreement as in effect on the date hereof) or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP. The Company knows of no basis for any other tax or assessment that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of U.S. federal, state or other taxes for all fiscal periods are adequate. As of the date hereof, the U.S. federal income tax liabilities of the Company and its Subsidiaries have been finally determined (whether by reason of completed audits or the statute of limitations having run) for all fiscal years up to and including the fiscal year ended December 31, 2023.

3.9 Employee Benefit Plans. Except as could not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (i) each "employee pension benefit plan" (as defined in Section 3(2) of ERISA) as to which any Loan Party may reasonably be expected to have any liability (each an "**Employee Benefit Plan**") complies with all applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended from time to time, "**ERISA**"), including the minimum funding requirements, (ii) no Prohibited Transaction (as defined under ERISA) has occurred with respect to any such plan; (iii) no Reportable Event (as defined under Section 4043 of ERISA) has occurred with respect to any such plan which would cause the Pension Benefit Guaranty Corporation to institute proceedings under Section 4042 of ERISA; (iv) no Loan Party has withdrawn from any such plan or initiated steps to do so; and (v) no steps have been taken to terminate any such plan.

3.10 Environmental Matters. Each Loan Party is in compliance with all Environmental Laws (as hereinafter defined), including, without limitation, all Environmental Laws in jurisdictions in which such Loan Party owns or operates, or has owned or operated, a facility or site, stores any Collateral, arranges or has arranged for disposal or treatment of hazardous substances, solid waste or other waste, accepts or has accepted for transport any hazardous substances, solid waste or other wastes or holds or has held any interest in real property or otherwise, except in each case where such non-compliance could not (if enforced in accordance with applicable law) reasonably be expected to result in a Material Adverse Effect. No litigation or proceeding arising under, relating to or in connection with any Environmental Law is pending or, to the best of the Borrower's knowledge, threatened against any Loan Party, any real property in which a Loan Party holds or has held an interest or any past or present operation of any Loan Party which could reasonably be expected to result in a Material Adverse Effect. No release, threatened release or disposal of hazardous waste, solid waste or other wastes is occurring, or to the best of the Borrower's knowledge has occurred, on, under or to any real property in which any Loan Party holds or has held any interest or performs or has performed any of its operations, in violation of any Environmental Law, except in each case where such release, threatened release or disposal could not (if enforced in accordance with applicable law) reasonably be expected to result in a Material Adverse Effect. As used in this Section, "**litigation or proceeding**" means any demand, claim notice, suit, suit in equity, action, administrative action, investigation or inquiry whether brought by a governmental authority or other person, and "**Environmental Laws**" means all provisions of laws, statutes, ordinances, rules, regulations, permits, licenses, judgments, writs, injunctions, decrees, orders, awards and standards

promulgated by any governmental authority concerning health, safety and protection of, or regulation of the discharge of substances into, the environment.

3.11 [Reserved].

3.12 Regulatory Matters. No part of the proceeds of any Loan will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors.

3.13 Solvency. As of the date hereof and after giving effect to the transactions contemplated by the Loan Documents, (i) the aggregate value of each Loan Party's assets will exceed its liabilities (including contingent, subordinated, unmatured and unliquidated liabilities); (ii) each Loan Party will have sufficient cash flow to enable it to pay its debts as they become due; and (iii) no Loan Party will have unreasonably small capital for the business in which it is engaged.

3.14 Disclosure. None of the Loan Documents, taken as a whole, contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained in this Agreement or the other Loan Documents not misleading in light of the circumstances under which they were made. There is no fact known to any Loan Party which might reasonably be expected to have a Material Adverse Effect and which has not otherwise been fully set forth in this Agreement or in the other Loan Documents or in the financial statements, reports and certificates furnished in connection herewith and therewith.

3.15 Beneficial Owners. If the Borrower was required to execute and deliver to the Bank a Certification of Beneficial Owner(s) (individually and collectively, as updated from time to time, the "**Certification of Beneficial Owners**"), the information in the Certification of Beneficial Owners, as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date of such certification (if any) or such update is delivered to the Bank.

3.16 Anti-Corruption Laws and International Trade Laws; Anti-Money Laundering Laws; Certain Definitions. Each Covered Entity, and its directors and officers, and to the knowledge of the Borrower, any employee or agent acting on behalf of such Covered Entity: (a) is not a Sanctioned Person; (b) does not do any business in or with, or derive any of its operating income from direct or indirect investments in or transactions involving, any Sanctioned Jurisdiction or Sanctioned Person; and (c) is not in violation of, and has not, during the past five (5) years, directly or indirectly, taken any act that could cause any Covered Entity to be in violation of, applicable International Trade Laws or Anti-Corruption Laws.

There is no Blocked Property pledged as Collateral.

As used herein:

"**Anti-Corruption Laws**" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (b) the U.K. Bribery Act 2010, as amended, and (c) any other applicable Law relating to anti-bribery or anti-corruption in any jurisdiction in which any Loan Party is located or doing business.

"**Anti-Money Laundering Laws**" means (a) the Bank Secrecy Act and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001; (b) the U.K. Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, as amended and the Terrorist Asset-Freezing etc. Act 2010; and (c) any other applicable Law relating to anti-

money laundering and countering the financing of terrorism in any jurisdiction in which any Loan Party is located or doing business.

“**Blocked Property**” means any property (a) owned, directly or indirectly, by a Sanctioned Person; (b) due to or from a Sanctioned Person; (c) in which a Sanctioned Person otherwise holds any interest; (d) located in a Sanctioned Jurisdiction; or (e) that otherwise could cause any violation by the Bank of any applicable International Trade Law if the Bank were to obtain an encumbrance on, lien on, pledge of, or security interest in such property, or provide services in consideration of such property.

“**Collateral**” means any collateral securing any debt, liabilities, or other obligations of any Loan Party to the Bank.

“**Compliance Authority**” means (a) the United States government or any agency or political subdivision thereof, including, without limitation, the U.S. Department of State, the U.S. Department of the Treasury and its Office of Foreign Assets Control, and the U.S. Customs and Border Protection agency; (b) the government of Canada or any agency thereof; (c) the European Union or any agency thereof; (d) the government of the United Kingdom or any agency thereof; and (e) the United Nations Security Council.

“**Covered Entity**” means (a) the Borrower and each of the Borrower’s subsidiaries; (b) each Guarantor and any pledgor of Collateral; and (c) each Person that directly or indirectly controls a Person described in clause (a) or (b) above.

“**International Trade Laws**” means all Laws relating to economic and financial sanctions, trade embargoes, export controls, customs, and anti-boycott measures.

“**Law**” means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award, or any settlement arrangement, by agreement, consent or otherwise, of any Official Body, foreign or domestic.

“**Loan Parties**” means the Borrower and any Guarantors.

“**Official Body**” means the government of the United States of America or of any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Official Body, or other entity.

“**Sanctioned Jurisdiction**” means, at any time, a country, area, territory, or jurisdiction that is the subject or target of comprehensive U.S. sanctions (at the time of this Agreement, the Crimea, Kherson regions of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria).

“**Sanctioned Person**” means any Person (a) located in, organized under the laws of, or ordinarily resident in a Sanctioned Jurisdiction; (b) identified on any sanctions-related list maintained by any Compliance

Authority; or (c) owned 50% or more, in the aggregate, directly or indirectly, by or controlled by one or more Persons described in clauses (a) or (b) above.

4. Affirmative Covenants. The Borrower agrees that from the date of execution of this Agreement until all Obligations (other than contingent indemnification obligations for which no claim has been made) have been paid in full and any commitments of the Bank to the Borrower have been terminated:

4.1 Compliance with Laws. Without limiting **Section 3.16** above, the Borrower will, and will cause the Company and each of the Company's Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, ERISA, Environmental Laws, the USA PATRIOT Act and the other laws and regulations that are referred to in **Section 3.16** above, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Insurance. The Borrower will, and will cause the Company and each of the Company's Subsidiaries to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

4.3 Maintenance of Properties. The Borrower will, and will cause the Company and each of the Company's Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, provided that this **Section 4.3** shall not prevent the Company or any Subsidiary thereof from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and the Company has concluded that such discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.4 Payment of Taxes and Claims. The Borrower will, and will cause the Company and each of the Company's Subsidiaries to, file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Company or any Subsidiary thereof, provided that neither the Company nor any Subsidiary thereof need pay any such tax, assessment, charge, levy or claim if (i) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary thereof has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary or (ii) the nonpayment of all such taxes, assessments, charges, levies and claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 Corporate Existence, Etc. Subject to **Section 5.2**, the Borrower will, and will cause each of the other Loan Parties and the Company to, at all times preserve and keep its corporate existence in full force and effect. In addition, subject to **Sections 5.2** and **5.6**, the Borrower will, and will

cause the Company and each of the Company's Subsidiary's to, at all times preserve and keep in full force and effect the corporate or other existence of each of its and the Company's Subsidiaries (unless, other than with respect to any Loan Party, merged into the Company or a Wholly-Owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise could not, individually or in the aggregate, have a Material Adverse Effect.

4.6 Books and Records. The Borrower will, and will cause the Company and each of the Company's Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be. The Borrower will, and will cause the Company and each of the Company's Consolidated Subsidiaries to, keep books, records and accounts which, in reasonable detail, accurately reflect all transactions and dispositions of assets. The Company and its Consolidated Subsidiaries have devised a system of internal accounting controls sufficient to provide reasonable assurances that their respective books, records and accounts accurately reflect all transactions and dispositions of assets and the Company will, and will cause each of its Consolidated Subsidiaries to, continue to maintain such system. The Borrower will, and will cause the other Loan Parties to, give representatives of the Bank access to the books and records of the Loan Parties at all reasonable times (but, if no Default or Event of Default shall have occurred and be continuing, upon not less than five (5) Business Days' prior written notice to the Borrower), including permission to examine, copy and make abstracts from any of such books and records and such other information as the Bank may, for any purpose relating to the Loan Documents, request, and, if requested by the Bank, each Loan Party will make available to the Bank for examination copies of any reports, statements and returns which any Loan Party may make to or file with any federal, state or local governmental department, bureau or agency; provided that the Bank shall not be entitled to examine or make copies or abstracts of, or otherwise obtain information with respect to, the Company's records relating to pending or threatened litigation if (i) the Company determines after consultation with counsel qualified to advise on such matters that, notwithstanding the confidentiality requirements of **Section 10.13** hereof, it would be prohibited from disclosing such information by applicable law or regulations without making public disclosure thereof or (ii) notwithstanding the confidentiality requirements of **Section 10.13** hereof, the Company or its Subsidiaries are prohibited from disclosing such information by the terms of an obligation of confidentiality contained in any agreement with any non-Affiliate binding upon the Company or any Subsidiary and not entered into in contemplation of this proviso (or any similar provision in the Note Purchase Agreement), provided further that, with respect to this clause (ii), (x) the Borrower shall cause the Company to use commercially reasonable efforts to obtain consent from the party in whose favor the obligation of confidentiality was made to permit the disclosure of the relevant information and (y) the Company has received a written opinion of counsel confirming that disclosure of such information without consent from such other contractual party would constitute a breach of such agreement. Promptly after determining that the Company or its Subsidiary is not permitted to disclosure any information as a result of the limitations described in the first proviso to the immediately preceding sentence, the Borrower shall cause the Company and, if applicable, its Subsidiaries to provide an officer's certificate describing generally the requested information that the Company or such Subsidiary is prohibited from disclosing pursuant to such proviso and the circumstances under which the Company or such Subsidiary, as applicable, is not permitted to disclose such information. Promptly after a request therefor from the Bank, the Borrower shall cause the Company to provide the Bank with a written opinion of counsel (which may be addressed to the Company) relied upon as to such information that the Company or such Subsidiary is prohibited from disclosing to the Bank under circumstances described in the first proviso to the second preceding sentence.

4.7 Financial Reporting. The Borrower will deliver or cause to be delivered to the Bank the Financial Statements, reports and certifications set forth on the Addendum.

4.8 **Additional Reports.** The Borrower will provide prompt written notice to the Bank of the occurrence of any of the following (together with a description of the action which the Borrower or any other Loan Party proposes to take with respect thereto): (i) any Event of Default or any event, act or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default (a "**Default**"); (ii) any litigation filed by or against any Loan Party with an amount at issue equal to or in excess of $25,000,000 or which could reasonably be expected to result in a Material Adverse Effect; (iii) a Responsible Officer becoming aware of any Reportable Event or Prohibited Transaction with respect to any Employee Benefit Plan(s); or (iv) any event which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

4.9 **Bank Accounts**. The Borrower will establish and maintain at the Bank the Borrower's primary depository accounts.

4.10 **Financial Covenants**. The Borrower will and will cause the Company to comply with all of the financial and other covenants set forth on the Addendum.

4.11 **Certification of Beneficial Owners and Other Additional Information**. The Borrower will provide: (i) such information and documentation as may reasonably be requested by the Bank from time to time for purposes of compliance by the Bank with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Bank to comply therewith; and (ii) if the Borrower was required to deliver a Certification of Beneficial Owners to the Bank, (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to the Bank, as and when reasonably requested by the Bank; and (b) a new Certification of Beneficial Owners in form and substance acceptable to the Bank when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to the Bank have changed

4.12 **Compliance with Anti-Corruption Laws; Anti-Money Laundering Laws and International Trade Laws.** (a) Promptly notify the Bank in writing upon the occurrence of a Reportable Compliance Event; (b)promptly provide substitute Collateral to the Bank if, at any time, any Collateral becomes Blocked Property; and (c) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and International Trade Laws and maintain in effect policies and procedures reasonably designed to ensure compliance with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and International Trade Laws by each Covered Entity, and its directors and officers, and any employee in connection with this Agreement.

"Reportable Compliance Event" as used herein means (1) any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint, or similar charging instrument, arraigned, custodially detained, penalized or the subject of an assessment for a penalty, by, or enters into a settlement with an Official Body in connection with any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law, or any predicate crime to any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law,; (2) any Covered Entity engages in a transaction that has caused or would cause the Bank to be in violation of any International Trade Law or Anti-Corruption Law, including a Covered Entity's use of any proceeds of the Loans hereunder to directly or indirectly fund any activities or business of, with or for the benefit of any Sanctioned Person, or to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction; (3) any Collateral qualifies as Blocked Property, or (4) any Covered Entity otherwise violates, or reasonably believes it will violate, any of the International Trade Law- or Anti-Corruption Law-specific representations and covenants herein.

5. Negative Covenants.

The Borrower covenants that from the date of execution of this Agreement until all Obligations have been paid in full (other than contingent indemnification obligations for which no claim has been made) and any commitments of the Bank to the Borrower have been terminated:

5.1 Transactions with Affiliates. The Borrower will not, and will not permit the Company or any Subsidiary thereof to, enter into directly or indirectly any transaction or group of related transactions (including without limitation the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate (other than the Company or another Subsidiary thereof), except pursuant to the reasonable requirements of the Company's or such Subsidiary's business and upon fair and reasonable terms no less favorable to the Company or such Subsidiary than would be obtainable in a comparable arm's-length transaction with a Person not an Affiliate.

5.2 Merger, Consolidation, Etc. The Borrower will not, and will not permit any Loan Party to, consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless (i) in the case of a consolidation or merger, the Borrower, if it is a party to such transaction, or (if the Borrower is not a party to such transaction) such Loan Party is the surviving entity or (ii) so long as no Default or Event of Default exists or would be caused thereby (including, without limitation, no Change of Control having occurred), the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, assignment, transfer or lease all or substantially all of the assets of any Loan Party (any such successor or acquirer, the "**Successor Entity**" and the Borrower or any Loan Party participating in such transaction, the "**Previous Entity**"), as the case may be, shall (a) be Evercore LP or a Subsidiary thereof and (b) expressly assume all of the obligations of the Previous Entity under the Loan Documents to which the Previous Entity was a party pursuant to a supplement thereto or such other documentation in form and substance satisfactory to the Bank in its sole discretion, and each Loan Party (other than any Previous Entity), shall confirm that its obligations pursuant to any applicable Loan Document shall apply to the Successor Entity's obligations under the Loan Documents at least to the same extent as it applied to those of the Previous Entity; provided further that if all of the foregoing requirements are satisfied on terms satisfactory to the Bank in its sole discretion, the Successor Entity will succeed to, and be substituted for, the Previous Entity under the Loan Documents in all respects and shall be deemed to be a Borrower, Guarantor and/or Loan Party as applicable.

5.3 Line of Business. The Borrower will not, and will not permit the Company or any Subsidiary thereof to, engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement as described in the Memorandum or any businesses, services or activities that are related, incidental or complementary thereto or extensions or developments thereof.

5.4 Liens. In addition to the restrictions in the other Loan Documents, the Borrower will not, and will not permit the Company or any of its Subsidiaries to, directly or indirectly create, incur, assume or permit to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any property or asset (including, without limitation, any document or instrument in respect of goods or accounts receivable) of the Company or any such Subsidiary, whether now owned or held or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey any right to receive income or profits, except:

(a) Liens existing on the date of this Agreement (other than Liens under the Loan Documents) and listed on the Addendum and any renewals, extensions or refundings thereof, provided that:

(i) the property covered thereby is not changed (other than after-acquired property that is affixed or incorporated into the property covered by such Lien and proceeds and products thereof),

(ii) the amount secured or benefited thereby is not increased, and

(iii) the direct or any contingent obligor with respect thereto is not changed;

(b) Liens for taxes, assessments or other governmental charges which are not yet due and payable or which are being contested in good faith and by appropriate proceedings, if adequate reserves with respect thereto are maintained on the books of the Company or the applicable Subsidiary, as the case may be, in accordance with GAAP;

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which secure amounts not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the Company or the applicable Subsidiary, as the case may be, in conformity with GAAP;

(d) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;

(e) rights of setoff, banker's lien, netting agreements and other similar Liens arising by operation of law or by the terms of documents of banks or other financial institutions in relation to the maintenance or administration of deposit accounts, securities accounts or cash management arrangements and for the purpose of netting debit and credit balances;

(f) Liens arising from precautionary Uniform Commercial Code financing statements or any similar filings made in respect of operating leases;

(g) Liens on property created contemporaneously with its acquisition or within 120 days of the acquisition or completion of construction or development thereof to secure or provide for all or a portion of the purchase price or cost of the acquisition, construction or development of such property after the date of hereof, provided that (i) such Liens do not extend to additional property of the Company or any Subsidiary thereof (other than property that is an improvement to or is acquired for specific use in connection with the subject property) and (ii) the aggregate principal amount of Indebtedness secured by each such Lien does not exceed the fair market value of the property subject thereto;

(h) Liens over or affecting any asset acquired by the Company or a Subsidiary thereof after the date of this Agreement if:

(i) the Lien existed at the time of acquisition of that asset by the Company or the applicable Subsidiary thereof, as the case may be, and was not created in contemplation of the acquisition of such asset;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of such asset; and

(iii) the Lien is removed or discharged within 365 days of the date of acquisition of such asset;

(i) Liens over or affecting any asset of any entity which becomes a Subsidiary of the Company after the date of this Agreement if:

(i) the Lien existed at the time such entity became a Subsidiary of the Company, and was not created in contemplation of the acquisition of such entity;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of such entity; and

(iii) the Lien is removed or discharged within 365 days of such entity becoming a Subsidiary of the Company;

(j) [reserved];

(k) Liens related to repurchase agreements, intraday and overnight borrowings and similar activities in the ordinary course of business of the Company or a Subsidiary thereof;

(l) Liens on deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and

(m) other Liens securing Indebtedness of the Company or any Subsidiary thereof not otherwise permitted by clauses (a) through (l) above, provided that the sum of (i) the aggregate principal amount of all Indebtedness that has the benefit of a Lien under this clause (m) *plus* (without duplication) (ii) the aggregate principal amount of all Indebtedness outstanding pursuant to clause (f) of **Section 5.5**, shall not at any time exceed an amount equal to 15% of Consolidated Total Assets (as measured on the last day of the then most recently ended fiscal year of the Company with respect to which financial statements have been delivered to the Bank), provided, further, that notwithstanding the foregoing, the Borrower shall not, and shall not permit the Company or any of its Subsidiaries to, secure pursuant to this **Section 5.4(m)** any Indebtedness outstanding under or pursuant to any Material Credit Facility unless and until the Obligations (and any guaranty delivered in connection therewith) shall concurrently be secured equally and ratably with such Indebtedness pursuant to documentation reasonably acceptable to the Bank in substance and in form, including, without limitation, an intercreditor agreement and opinions of counsel to the Company and/or any such Subsidiary, as the case may be, from counsel that is reasonably acceptable to the Bank.

5.5 Subsidiary Indebtedness. The Borrower will not, and will not permit the Company to permit any of the Company's Subsidiaries to, create, assume, incur, guarantee or otherwise be or become liable in respect of any Indebtedness except:

(a) Indebtedness of any Subsidiary of the Company that is a Subsidiary Guarantor at the time of determination, provided that the Company shall have complied at the time of determination with the financial covenants set forth in **Section 4.10** hereof;

(b) Indebtedness of a Subsidiary of the Company outstanding on the date of this Agreement (other than the Obligations) and listed on the Addendum and any renewals, extensions or refundings thereof, provided that (i) the principal amount thereof outstanding after giving effect to such renewal, extension or refunding does not exceed the principal amount of such Indebtedness outstanding on the date of this Agreement and (ii) the direct or any contingent obligor with respect thereto is not changed;

(c) Indebtedness (i) owing to the Company or a Subsidiary Guarantor and (ii) of any Subsidiary Guarantor in respect of obligations under the Note Purchase Agreement;

(d) Indebtedness of a Subsidiary of the Company outstanding at the time such Subsidiary becomes a Subsidiary and any renewals, extensions or refundings of such Indebtedness, provided that (i) such Indebtedness shall not have been incurred in contemplation of such Subsidiary becoming a Subsidiary of the Company, (ii) the principal amount of such Indebtedness outstanding immediately after giving effect to any extension, renewal or refunding thereof does not exceed the principal amount of such Indebtedness outstanding at the time such Subsidiary became a Subsidiary and (iii) such Indebtedness remains outstanding for a period of not more than 365 days from the date such Subsidiary becomes a Subsidiary;

(e) [reserved]; and

(f) Indebtedness not otherwise permitted by clauses (a) through (e) above, provided that the sum of (i) the aggregate principal amount of all Indebtedness outstanding pursuant to this clause (f) *plus* (without duplication) (ii) the aggregate principal amount of all Indebtedness that has the benefit of a Lien under clause (m) of **Section 5.4**, shall not at any time exceed an amount equal to 15% of Consolidated Total Assets (as measured on the last day of the then most recently ended fiscal year of the Company with respect to which financial statements have been delivered to the Bank).

5.6 Disposition of Assets. The Borrower will not, and will not permit the Company or any Subsidiary thereof to, make any Disposition except:

(a) Dispositions by the Company to a Wholly-Owned Subsidiary;

(b) Dispositions by a Wholly-Owned Subsidiary to the Company or another Wholly-Owned Subsidiary;

(c) Dispositions by a non-Wholly-Owned Subsidiary to the Company or any Subsidiary thereof;

(d) the Disposition of obsolete or worn out property in the ordinary course of business;

(e) the licensing or sub-licensing of intellectual property or other general intangibles in the ordinary course of business;

(f) leases, subleases, licenses, or sublicenses, in each case in the ordinary course of business, which are not sale-leaseback transactions and which do not materially interfere with the business of the Company and its Subsidiaries, taken as a whole;

(g) Dispositions for at least fair market value (as determined in good faith by a Responsible Officer of the Company) to the extent that Net Proceeds of such Disposition (or an equal amount) are applied within 365 days after the date of such Disposition to either or both (without duplication) of:

(i) the purchase of current assets of a similar nature to those Disposed of, or the purchase, acquisition, development, redevelopment or construction of noncurrent assets (including, for the avoidance of doubt, to the extent permitted by the other terms of this Agreement, capital expenditures, acquisitions of shares or any other form of interest in a company or other entity, acquisitions of assets, and other investments (including signing payments, retention payments or other

payments to anticipated Affiliates or employees, but excluding any such payments made by virtue of a repurchase of equity interests or a dividend on equity interests)) which are to be used or useful in the business of the Company or a Subsidiary thereof, and/or

(ii) the permanent repayment or prepayment of unsubordinated Indebtedness of the Company or a Subsidiary thereof (other than Indebtedness owing to the Company, any Subsidiary thereof or any Affiliate thereof), provided that the Company has offered to prepay the Obligations (and reduce by like amount any commitments of the Bank) in an aggregate principal amount equal to the Bank's Pro Rata Amount of the portion of the Net Proceeds of such Disposition being applied or offered to be applied pursuant to this clause (g)(ii); and

(h) other Dispositions not otherwise permitted by clauses (a) through (g) above, to the extent the higher of the Net Proceeds of such Disposition and the Disposition Value of the property Disposed of in such Disposition, when aggregated with the higher of the Net Proceeds and the Disposition Value with respect to all other Dispositions made by the Company and its Subsidiaries pursuant to this clause (h) in the same fiscal year of the Company in which such Disposition is made, does not exceed an amount equal to 10% of Consolidated Total Assets (as measured on the last day of the then most recently ended fiscal year of the Company with respect to which financial statements have been delivered to the Bank),

provided that, in the event that some, but not all, of the Net Proceeds of a Disposition are applied in accordance with clause (g) above, only the portion of the Net Proceeds that are not so applied in accordance with such clause (g) (or, if higher, a proportionate amount of the Disposition Value of the property Disposed of in such Disposition) shall be counted towards and included in the calculation set forth in clause (h) above,

provided further that, in each case, immediately after giving effect to such Disposition, no Default or Event of Default would exist (including under **Sections 4.10, 5.4** and **5.5** as of the end of the most recently ended quarterly or annual fiscal period as if such Disposition occurred on such date).

5.7 **Anti-Corruption Laws; Anti-Money Laundering Laws; International Trade Laws**. The Borrower will not (I) do any of the following, nor permit any of its directors or officers or employees acting on behalf of any Loan Party in connection with this Agreement, nor such Loan Party's subsidiaries to (a) become a Sanctioned Person; (b) directly or indirectly provide, use, or make available the proceeds of any Loan hereunder (i) to fund any activities or business of, with, or for the benefit of any Person that, at the time of such funding or facilitation, is a Sanctioned Person, (ii) to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction, (iii) in any manner that could result in a violation by any Person (including the Bank) of Anti-Corruption Laws, Anti-Money Laundering Laws or International Trade Laws or (iv) in violation of any applicable Law, including, without limitation, any applicable Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law; (c) repay any Loan with Blocked Property or funds derived from any unlawful activity; or (d) permit any Collateral to become Blocked Property; nor (II) directly or indirectly provide, use, or make available the proceeds of any Loan hereunder to any such Loan Party's subsidiaries that is not party to this Agreement.

6. **Events of Default.** The occurrence of any of the following will be deemed to be an "**Event of Default**":

6.1 The occurrence of an Event of Default as defined in the Note or any of the other Loan Documents.

6.2 A Change of Control shall occur.

Upon the occurrence and during the continuance of an Event of Default, the Bank will have all rights and remedies specified in the Note and the Loan Documents and all rights and remedies (which are cumulative and not exclusive) available under applicable law or in equity.

7. Conditions.

7.1 Initial Advance. The Bank's obligation to make the initial advance under the Loan is subject to the conditions that as of the date of such initial advance:

(1) **No Event of Default.** No Event of Default or Default shall have occurred and be continuing;

(2) **Authorization Documents.** The Bank shall have received a certificate of a Responsible Officer of each Loan Party dated as of the date hereof certifying (a) that attached thereto is a true and complete copy of the resolutions, in form and substance reasonably satisfactory to the Bank, of its members or other governing body authorizing the execution, delivery and performance of each Loan Document to which it is a party, and that such resolutions have not been amended, modified, revoked or rescinded in any manner and are in full force and effect, (b) that attached thereto is a true and complete copy of its certificate of formation or equivalent document, certified by the Secretary of State of the State in which it is formed, and its organizational documents and that such certificate of formation and organizational documents have not been amended, modified, revoked or rescinded and are in full force and effect, (c) as to the incumbency and specimen signatures of each officer executing the Loan Documents on its behalf, and (d) that (i) the representations made by it contained in the Loan Documents to which it is a party are true and correct, (ii) it is in compliance with all of its covenants contained in the Loan Documents to which it is a party, (iii) there exists no Default or Event of Default after giving effect to the initial advance of the Loan, and (iv) no Material Adverse Effect has occurred since December 31, 2018;

(3) **Receipt of Loan Documents.** The Bank shall have received the Loan Documents;

(4) **Good Standing.** The Bank shall have received certificates of good standing, subsistence and/or status dated a recent date from the Secretary of State or appropriate taxing or other authorities in the jurisdiction of incorporation or organization of each Loan Party;

(5) **Opinion of Borrower's Counsel.** The Bank shall have received a written opinion of the Loan Parties' counsel addressed to the Bank and covering such matters as the Bank may reasonably require;

(6) [Reserved];

(7) **Material Adverse Change.** There has been no material adverse change in the condition (financial or otherwise), operations, properties, assets or prospects of the Loan Parties taken as a whole since December 31, 2018;

(8) **Material Litigation or Contingent Obligations.** There are no (a) material actions, suits, proceedings or government investigations pending or threatened against any Loan Party, or (b) material contingent obligations of any Loan Party;

(9) **Searches.** The Bank shall have received such UCC, tax and judgment lien searches as the Bank shall have requested, the results of which shall be satisfactory to the Bank;

(10) [Reserved];

(11) [Reserved]; and

(12) **Closing Fee.** The Borrower shall have paid to the Bank a closing fee of 0.10% of the aggregate amount of the Line of Credit (*i.e.*, $20,000) which shall be fully earned and non-refundable as of the date hereof, and, to the extent invoiced at least one (1) Business Day prior to the date hereof, reimburse Bank for any other costs and expenses due and payable pursuant to **Section 8** hereof.

7.2 Subsequent Advances. The Bank's obligation to make the subsequent advances under the Loans is subject to the conditions that as of the date of each such subsequent advance:

(1) **Representations and Warranties.** Each of the representations and warranties (i) made by a Loan Parties under this Agreement or any other Loan Document or (ii) which are contained in any certificate, document, financial or other statement furnished at any time in connection with the Loan Documents, shall be true and correct in all material respects on and as of such date as if made on and as of such date (except to the extent stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and provided that if a representation and warranty contains a materiality or Material Adverse Effect qualification, it shall be true and correct in all respects); and

(2) **No Event of Default.** No Event of Default or Default shall have occurred and be continuing.

Each borrowing by the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date of such borrowing that the conditions contained in this **Section 7.2** have been satisfied.

8. Expenses. The Borrower agrees to pay the Bank, upon the execution of this Agreement, and otherwise on demand, (i) all reasonable and documented out-of-pocket costs and expenses incurred by the Bank in connection with the preparation, negotiation and delivery of this Agreement and the other Loan Documents, and any modifications or amendments thereto or renewals thereof, and (ii) all out-of-pocket costs and expenses incurred by the Bank in connection with the collection of all of the Obligations, including but not limited to enforcement actions, relating to the Loan, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or relating to this Agreement, including, in each case (i) reasonable fees and expenses of outside counsel; (ii) all costs related to conducting UCC, title and other public record searches; and (iii) expenses for auditors and appraisers.

9. Increased Costs. On written demand, together with written evidence of the justification therefor, the Borrower agrees to pay the Bank all direct costs incurred, any losses suffered or payments made by the Bank as a result of any Change in Law (hereinafter defined), imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Bank, its holding company or any of their respective assets relative to the Loan. "**Change in Law**" means the occurrence, after the date hereof, of any of the following: (i) the adoption or taking effect of any law, rule, regulation or treaty; (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (b) all requests, rules, guidelines or directives promulgated by the Bank for International

Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

10. Miscellaneous.

10.1 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Agreement) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

10.2 Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

10.3 Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

10.4 Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, the Bank may modify this Agreement or any of the other Loan Documents for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that the Bank shall send a copy of any such modification to the Borrower (which notice may be given by electronic mail). No notice to or demand on the Borrower will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance.

10.5 Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The representations, warranties, covenants, and agreements in this Agreement regarding Anti-Corruption Laws, International Trade Laws and Anti-Money Laundering Laws will control to the extent of any inconsistency between any such provisions and any provision in any Note regarding such matters.

10.6 Counterparts. This Agreement and any other Loan Document may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any other Loan Document by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement or any other Loan Document by facsimile transmission or other electronic transmission shall promptly

deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or other electronic transmission.

10.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Borrower and the Bank and their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that the Borrower may not assign this Agreement in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Agreement in whole or in part.

10.8 Interpretation. In this Agreement, unless the Bank and the Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP.

10.9 No Consequential Damages, Etc. The Bank will not be responsible for any damages, consequential, incidental, special, punitive or otherwise, that may be incurred or alleged by any person or entity, including the Borrower and any other Loan Party, as a result of this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby, or the use of the proceeds of the Loan.

10.10 Assignments and Participations.

(a) The Bank may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its commitments and the Loan); provided that (i) the consent of the Borrower shall be required unless (x) an Event of Default exists, (y) the Bank is merged into or otherwise acquired by a third Person or (z) the assignment is to an Affiliate of the Bank, and (ii) if the consent of the Borrower is required, such consent shall not be unreasonably withheld, provided that, in any case that the Borrower's consent is required, (I) the refusal of the Borrower to consent to the assignment to a Competitor shall not be deemed unreasonable and (II) the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Bank within ten (10) Business Days after having received notice thereto. For purposes of this **Section 10.10**, "**Competitor**" means any direct corporate competitor of the Company or any of its Subsidiaries operating as an investment bank advisory firm and/or institutional asset manager.

(b) The Bank may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person) (each, a "**Participant**") in all or a portion of the Bank's rights and/or obligations under this Agreement (including all or a part of its commitment and/or the Loan); provided that (i) the Bank's obligations under this Agreement shall remain unchanged, (ii) the Bank shall remain solely responsible to the Borrower for the performance of such obligations and (iii) the Borrower shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement.

(c) The Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Bank, including any pledge or

assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

(d) Subject to **Section 10.13**, the Borrower hereby authorizes the Bank to provide, without any notice to the Borrower, any information concerning the Borrower, including information pertaining to the Borrower's financial condition, business operations or general creditworthiness, to any assignee of or participant in or any prospective assignee of or participant in all or any part of the Bank's interest in the Loan.

10.11 USA PATRIOT Act Notice. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Borrower that opens an account. What this means: when the Borrower opens an account, the Bank will ask for the business name, business address, taxpayer identifying number and other information or documentation that will allow the Bank to identify the Borrower, such as organizational documents. For some businesses and organizations, the Bank may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

10.12 Important Information about Phone Calls. By providing telephone number(s) to the Bank, now or at any later time, the Borrower hereby authorizes the Bank and its affiliates and designees to contact the Borrower regarding the Borrower's account(s) with the Bank or its affiliates, whether such accounts are Borrower's individual accounts or business accounts for which Borrower is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Borrower hereby consents that any phone call with the Bank may be monitored or recorded by the Bank.

10.13 Confidentiality. In connection with the Obligations, this Agreement and the other Loan Documents, the Borrower will be providing to the Bank, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "**Confidential Information**"). The Bank agrees (i) to hold the Confidential Information of the other in strict confidence; (ii) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access (a) to the Borrower's or the Bank's affiliates and its or their employees, officers, directors, agents, representatives, (b) to other third parties that provide or may provide ancillary support relating to the Obligations, this Agreement and/or the other Loan Documents, (c) in connection with the exercise of any remedies or enforcement of rights under this Agreement or any action or proceeding relating to the Obligations, this Agreement and/or the other Loan Documents, (d) to its external or internal auditors or regulatory authorities, or (e) upon the order of a court or other governmental agency having jurisdiction over a party, and (iii) not to use such Confidential Information except in connection with the Obligations and for the purposes of this Agreement and the other Loan Documents. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (b) is released by the originating party to anyone without restriction; (c) is rightly obtained from third parties who are not, to such receiving party's knowledge, under an obligation of confidentiality; or (d) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without limitation, any financial information, scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

The Bank agrees to return to the Borrower or destroy all Confidential Information of the Borrower upon the termination of this Agreement; provided, however, the Bank may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this **Section 10.13**.

Each of the Borrower and the Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

10.14 Sharing Information with Affiliates of the Bank. The Borrower acknowledges that from time to time other financial and banking services may be offered or provided to the Borrower or one or more of its subsidiaries and/or affiliates (in connection with this Agreement or otherwise) by the Bank or by one or more subsidiaries or affiliates of the Bank or of The PNC Financial Services Group, Inc., and the Borrower hereby authorizes the Bank to share any information delivered to the Bank by the Borrower and/or its subsidiaries and/or affiliates pursuant to this Agreement or any of the Loan Documents to any subsidiary or affiliate of the Bank and/or The PNC Financial Services Group, Inc., subject to any provisions of confidentiality in this Agreement or any other Loan Documents.

10.15 Electronic Signatures and Records. Notwithstanding any other provision herein, the Borrower agrees that this Agreement, the Loan Documents, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

10.16 Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State of New York. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT).** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the Southern District of New York; provided that nothing contained in this Agreement will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower or any other Loan Party individually, against any security or against any property of the Borrower or any other Loan Party within any other county, state or other foreign or domestic jurisdiction. The Borrower (on its behalf and on behalf of the other Loan Parties) and the Bank agree that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

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10.17 WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

WITNESS the due execution hereof, as of the date first written above.

EVERCORE PARTNERS SERVICES EAST L.L.C.

By:/s/ Timothy LaLonde

Name: Timothy LaLonde
Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION

By:/s/ Sheryl S. Jordan

Print Name: Sheryl S. Jordan
Title: Executive Vice President

Revolving Line of Credit Note

$85,000,000 October 28, 2024

FOR VALUE RECEIVED, **EVERCORE PARTNERS SERVICES EAST L.L.C.** (the "**Borrower**"), with an address at 55 East 52nd Street, New York, NY 10055, promises to pay to **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**") or its permitted assigns, in lawful money of the United States of America in immediately available funds at its offices located at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222, or at such other location as the Bank may designate from time to time in writing, the principal sum of **EIGHTY-FIVE MILLION DOLLARS** (**$85,000,000**) (the "**Facility**") or such lesser amount as may be advanced to or for the benefit of the Borrower hereunder, together with interest accruing on the outstanding principal balance from the date hereof, all as provided below.

1. **Advances.** The Borrower may borrow, repay and reborrow hereunder, and the Bank may advance and readvance under this Note from time to time (each an "advance" and together the "advances") until the Expiration Date, subject to the terms and conditions of this Note and the Loan Documents (as defined herein). The "**Expiration Date**" shall mean October 27, 2025, or such later date as may be requested by the Borrower and designated by the Bank in its sole discretion by written notice from the Bank to the Borrower. The Borrower acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the Facility or this Note beyond the Expiration Date. In no event shall the aggregate unpaid principal amount of advances under this Note exceed the face amount of this Note.

2. **Rate of Interest.** Amounts outstanding under this Note will bear interest at a rate per annum which is at all times equal to the sum of (A) the Daily SOFR (as defined below) plus (B) a spread of one hundred forty-five (145) basis points (1.45%). Interest hereunder will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the maximum rate allowed by law. Regardless of any other provision of this Note or the other Loan Documents, if for any reason such effective interest rate should exceed the maximum rate allowed by law, such effective interest rate shall be deemed reduced to, and shall be, the maximum rate allowed by law, and (i) the amount which would be excessive interest shall be deemed applied to the reduction of the principal balance of this Note and not to the payment of interest, and (ii) if the loan evidenced by this Note has been or is thereby paid in full, the excess shall be returned to the party paying same, such application to the principal balance of this Note or the refunding of such excess to be a complete settlement and acquittance thereof.

If the following terms are used in this Note, such terms shall have the meanings set forth below:

"**Alternate Rate**" means the sum of (A) the Base Rate plus (B) forty-five (45) basis points (0.45%). **"Base Rate"** means the higher of (A) the Prime Rate, and (B) the sum of the Overnight Bank Funding Rate plus 50 basis points (0.50%); provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero. If and when the Base Rate as determined above changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the Borrower, effective on the date of any such change.

"**Business Day**" shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania or New York, New York; provided that, when used in connection with an amount that bears interest at a rate based on SOFR or any direct or indirect calculation or determination involving SOFR, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day.

"**Daily Simple SOFR**" means, for any day (a "**SOFR Rate Day**"), the interest rate per annum determined by the Bank by dividing (the resulting quotient rounded upwards, at the Bank's discretion, to the nearest 1/100th of 1%) (A) SOFR for the day (the "**SOFR Determination Date**") that is 2 Business Days prior to

(i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage, in each case, as such SOFR is published by the NYFRB (or a successor administrator of the secured overnight financing rate) on the website of the NYFRB, currently at http://www.newyorkfed.org, or any successor source identified by the NYFRB or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than the Floor, then Daily Simple SOFR shall be deemed to be the Floor. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of "SOFR"; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than 3 consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Borrower, effective on the date of any such change.

"**Daily SOFR**" means Daily Simple SOFR.

"**Floor**" means a rate of interest per annum equal to zero (0) basis points (0.00%).

"**NYFRB**" means the Federal Reserve Bank of New York.

"**Overnight Bank Funding Rate**" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

"**Prime Rate**" shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

"**SOFR Reserve Percentage**" means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**U.S. Government Securities Business Day**" means any day except for (A) a Saturday or Sunday or (B) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

3. **Advance Procedures.** If permitted by the Bank, a request for advance may be made by telephone or electronic mail, with such confirmation or verification (if any) as the Bank may require in its discretion from time to time. A request for advance by the Borrower shall be binding upon the Borrower. The Borrower authorizes the Bank to accept telephonic, email and electronic requests for advances, and the Bank shall be entitled to rely upon the authority of any person providing such instructions. The Borrower hereby indemnifies and holds the Bank harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) which may arise or be created by the acceptance of such telephonic, email and electronic requests or by the making of such advances; provided, however, that the foregoing indemnity agreement shall not apply to any liabilities resulting solely from the gross negligence or willful misconduct of the Bank as determined by a final judgment of a court of competent jurisdiction. The Bank will enter on its books and records, which entry when made will be presumed correct absent manifest error, the date and amount of each advance, as well as the date and amount of each payment made by the Borrower.

4. **Payment Terms.** Accrued interest will be due and payable on the last day of each month, beginning with the payment due on October 31, 2024. The outstanding principal balance and any accrued but unpaid interest shall be due and payable on the Expiration Date.

If any payment under this Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing interest in connection with such payment. Upon the occurrence and during the continuation of any Event of Default (as hereinafter defined), payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Bank may choose, in its sole discretion.

5. **Late Payments; Default Rate.** If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within fifteen (15) calendar days of the date due and payable, the Borrower also shall pay to the Bank a late charge equal to the lesser of five percent (5%) of the amount of such payment or $100.00 (the "**Late Charge**"). Such fifteen (15) day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Bank's option upon the occurrence of any Event of Default and during the continuance thereof, amounts outstanding under this Note shall bear interest at a rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) which shall be three percentage points (3%) in excess of the interest rate in effect from time to time under this Note but not more than the maximum rate allowed by law (the "**Default Rate**"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Bank's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Bank's exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Bank may employ. In addition, the Default Rate reflects the increased credit risk to the Bank of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Bank, and that the actual harm incurred by the Bank cannot be estimated with certainty and without difficulty.

6. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty. The Borrower may, at any time, in whole permanently terminate the Line of Credit (as defined in the Loan Agreement (as defined below)) upon at least three Business Days' prior written notice to the Bank and Payment in Full (as defined below). Upon any such termination and Payment in Full, the Bank shall execute and deliver to the Borrower, at the Borrower's expense, all documents that the Borrower shall reasonably

request to evidence such termination of each Loan Document. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse or warranty by the Bank. As used herein, the term **"Payment in Full"** shall mean the payment in full in cash of the Loans and other Obligations under the Loan Documents (except contingent indemnification obligations for which no claim has been made) and the termination of all commitments under the Loan Documents.

7. **Increased Costs; Yield Protection.** On written demand, together with written evidence of the justification therefor, the Borrower agrees to pay the Bank all direct costs incurred, any losses suffered or payments made by the Bank as a result of any Change in Law (hereinafter defined), imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Bank, its holding company or any of their respective assets relative to the Facility. "**Change in Law**" means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

8. **Other Loan Documents.** This Note is issued in connection with a Loan Agreement between the Borrower and the Bank, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), and the other agreements and documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, collectively the "**Loan Documents**").

9. **Events of Default.** The occurrence of any of the following events will be deemed to be an "**Event of Default**" under this Note: (i) the nonpayment of any principal when due; (ii) the nonpayment of any interest or other indebtedness under this Note within five (5) days after the date on which such payment is due; (iii) any Event of Default (as defined in any of the Loan Documents) shall occur, including without limitation an "Event of Default" under Section 6 of the Loan Agreement; (iv) the Borrower shall default in the performance of any of the covenants or agreements contained in Section 4.10, 4.12 or 5 of the Loan Agreement; (v) any Obligor's failure to observe or perform any covenant or other agreement, under or contained in the Loan Agreement or any other Loan Document or any Obligor's or Evercore, Inc.'s failure to observe or perform any covenant or other agreement under or contained in any other document now or in the future evidencing or securing any monetary debt or obligation of any Obligor or Evercore, Inc. to the Bank in an aggregate principal amount in excess of $500,000 (other than those set forth in clauses (i), (ii), (iii) and (iv) above) and such failure shall continue unremedied for a period of thirty (30) days after the earlier of (a) written notice to the Borrower from the Bank and (b) a Responsible Officer (as defined below) of any Obligor becoming aware of such failure, provided, however, that the thirty (30) day cure period contained in this clause (iv) shall not be deemed to apply if an Obligor commits more than two (2) such breaches within any twelve (12) calendar month period; (vi) the filing by or against any Obligor of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within sixty (60) days of the commencement thereof, provided that the Bank shall not be obligated to advance additional funds hereunder during such period) or the passing of any resolution by or on behalf of any Obligor (or its governing body) to authorize the filing or commencement by any Obligor of any such proceeding or the preparation by or on behalf of any Obligor of any petition or other documents to be filed in connection with any such proceeding; (vii) any assignment by any Obligor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of any Obligor held by or deposited with the Bank; (viii) (a) any Obligor or Evercore, Inc. is in default (as principal or as guarantor or other surety) in the payment of principal of or premium or make-whole amount or interest on any other indebtedness that is outstanding in an aggregate principal amount of at least $25,000,000 beyond any period

of grace provided with respect thereto or (b) a default with respect to any other indebtedness of any Obligor or Evercore, Inc. for borrowed money in an amount in excess of $25,000,000, if the effect of such default is to cause or permit the acceleration of such indebtedness; (ix) the commencement of any foreclosure or forfeiture proceeding, execution or attachment against any collateral securing the obligations of any Obligor to the Bank; (x) the entry of a final judgment, or one or more final judgments, against one or more Obligors in an amount in excess of $25,000,000 in the aggregate, and the failure of such Obligor or Obligors to discharge the judgment within sixty (60) days of the entry thereof; (xi) the occurrence of a Material Adverse Effect; (xii) any Obligor ceases doing business as a going concern; (xiii) any representation or warranty made by any Obligor to the Bank in any Loan Document or any other documents now or in the future evidencing or securing any monetary debt or obligation of any Obligor to the Bank in an aggregate principal amount in excess of $500,000, is false, erroneous or misleading in any material respect on and as of the date made or furnished (or, in the case of any representation or warranty qualified as to materiality, in any respect) (except to the extent stated to relate to a specific earlier date, in which case such representation and warranty shall be true and correct in all material respects (or, if qualified by materiality, in all respects) as of such earlier date); (xiv) any Financial Statement or certificate made or furnished by any Obligor to the Bank in connection with the Loan Agreement or any other Loan Document is false, erroneous, incomplete in any material respect on and as of the date made or furnished; or (xv) the revocation or attempted revocation, in whole or in part, of any guarantee by any Obligor. As used herein, the following terms shall have the following meanings: (a) "**Financial Statement**" shall have the meaning assigned to such term in the Loan Agreement, (b) "**Obligor**" means the Borrower and any guarantor of, or any pledgor, mortgagor or other person or entity providing collateral support for, the Borrower's obligations to the Bank existing on the date of this Note or arising in the future (including, in any case, each Loan Party), and (c) "**Responsible Officer**" shall have the meaning assigned to such term in the Loan Agreement.

Upon the occurrence of an Event of Default: (a) the Bank shall be under no further obligation to make advances hereunder; (b) if an Event of Default specified in clause (vi) or (vii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (c) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the Bank's option and without demand or notice of any kind, may be accelerated and become immediately due and payable; (d) at the Bank's option, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (e) the Bank may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law.

10. **Right of Setoff.** In addition to all liens upon and rights of setoff against the Borrower's money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Borrower's obligations to the Bank under this Note and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Borrower hereby grants the Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of the Borrower's right, title and interest in and to, all of the Borrower's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Borrower. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

11. **Indemnity.** The Borrower agrees to indemnify each of the Bank, each legal entity, if any, who controls, is controlled by or is under common control with the Bank, and each of their respective directors, officers and employees (the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on

behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note or in the other Loan Documents or the use of any advance hereunder, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any advance hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

12. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing (except as may be agreed otherwise above with respect to borrowing requests or as otherwise provided in this Note) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, postage prepaid, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the parties agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this paragraph. For purposes hereof, "receipt" means: (i) for notices sent by U.S. mail, the third business day after the date such notice was sent; (ii) for notices delivered by hand or sent by overnight courier service, the date delivered; (iii) for notices sent by facsimile or electronic communication, the date when sent; and (iv) for notices sent by any other method, the date received. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, the Bank may modify this Note for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that the Bank shall send a copy of any such modification to the Borrower (which notice may be given by electronic mail). The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Bank in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Bank's counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Bank and its successors and permitted assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Bank's written consent and the Bank at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State of New York. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE STATE (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT).** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the Southern District of New York; provided that nothing contained in this Note will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower

acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

13. **USA PATRIOT Act Notice**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Borrower that opens an account. What this means: when the Borrower opens an account, the Bank will ask for the business name, business address, taxpayer identifying number and other information that will allow the Bank to identify the Borrower, such as organizational documents. For some businesses and organizations, the Bank may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

14. **Representation by Counsel**. The Borrower hereby represents that it has been represented by competent counsel of its choice, or has knowingly waived its right to use and retain counsel, in the negotiation and execution of this Note and the other Loan Documents; that it has read and fully understood the terms hereof; that the Borrower and any retained counsel have been afforded an opportunity to review, negotiate and modify the terms of this Note and the other Loan Documents; and that it intends to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note or any other Loan Document.

15. **Counterparts; Electronic Signatures and Records.** This Note and any other Loan Document may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Notwithstanding any other provision herein, the Borrower agrees that this Note, the Loan Documents, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

16. **Conforming Changes; Benchmark Replacement Provisions**. The Bank shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or any other Benchmark (as defined below) or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Borrower. The Bank shall provide notice to the Borrower of any such amendment reasonably promptly after such amendment becomes effective.

If the applicable rate under this Note is based on a Benchmark and the Bank determines (which determination shall be final and conclusive) that (A) such Benchmark cannot be determined pursuant to its definition other than as a result of a Benchmark Transition Event (as defined below), or (B) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impracticable for the Bank to make or maintain or fund loans based on that Benchmark, then the Bank shall give notice thereof to the Borrower. Thereafter, until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer exist, the interest rate on all amounts outstanding under this Note shall be the Alternate Rate.

Notwithstanding anything to the contrary herein or in any other Loan Document, if the Bank determines (which determination shall be final and conclusive) that a Benchmark Transition Event has occurred with respect to a Benchmark, the Bank may amend this Note to replace such Benchmark with a Benchmark Replacement (as

defined below); and any such amendment shall be in writing, shall specify the date that the Benchmark Replacement is effective and will not require any further action or consent of the Borrower. Until the Benchmark Replacement is effective, amounts bearing interest with reference to a Benchmark will continue to bear interest with reference to such Benchmark as long as such Benchmark is available, and otherwise such amounts automatically will bear interest at the Alternate Rate.

For purposes of this Section, the following terms have the meanings set forth below:

"**Benchmark**" means, at any time, any interest rate index then used in the determination of an interest rate under the terms of this Note. Once a Benchmark Replacement becomes effective under this Note, it is a Benchmark. The initial Benchmark under this Note is Daily SOFR.

"**Benchmark Replacement**" means, for any Benchmark, the sum of (a) an alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case that has been selected by the Bank as the replacement for such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the official sector or any official sector-sponsored committee or working group, for U.S. dollar-denominated credit facilities at such time; provided that, if the Benchmark Replacement as determined pursuant to the foregoing would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Note and the other Loan Documents.

"**Benchmark Transition Event**" means a public statement or publication by or on behalf of the administrator of a Benchmark, the regulatory supervisor of such administrator, the Board of Governors of the Federal Reserve System, NYFRB, an insolvency official or resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease to provide such Benchmark permanently or indefinitely, provided that at the time of such statement or publication there is no successor administrator that will continue to provide such Benchmark or (b) such Benchmark is or will no longer be representative.

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17. **WAIVER OF JURY TRIAL. THE BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHTS THE BORROWER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

THE BORROWER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE WAIVER OF JURY TRIAL, AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE.

WITNESS the due execution hereof, as of the date first written above, with the intent to be legally bound hereby.

EVERCORE PARTNERS SERVICES EAST L.L.C.

By: /s/ Timothy LaLonde
Name: Timothy LaLonde
Title: Chief Financial Officer

Exhibit 10.38
EXECUTION VERSION

Guaranty and Suretyship Agreement

THIS GUARANTY AND SURETYSHIP AGREEMENT (this "**Guaranty**") is made and entered into as of this 28th day of October, 2024, by **EVERCORE LP** and **EVERCORE GROUP HOLDINGS L.P.** (each a "**Guarantor**" and collectively, the "**Guarantors**"), with an address at 55 East 52nd Street, New York, NY 10055, in consideration of the extension of credit by **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222, to **EVERCORE PARTNERS SERVICES EAST L.L.C.** (the "**Borrower**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Guaranteed Obligations.

(a) Each Guarantor hereby unconditionally guarantees, as a primary obligor, and becomes surety for (i) the prompt payment and performance of the Obligations and (ii) the prompt payment of all costs and expenses of the Bank (including reasonable attorneys' fees and expenses) incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with the Obligations (collectively, the **"Guaranteed Obligations"**). As used herein, **"Obligations"** means all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower to the Bank or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest rate, commodity or currency swap, future, option or other interest rate protection or similar transaction or agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, or (viii) arising from any amendments, extensions, renewals and increases of or to any of the foregoing.

(b) Notwithstanding anything to the contrary contained herein, the definition of "**Obligations**" shall specifically exclude any and all Excluded Swap Obligations. The foregoing limitation of the definition of Obligations shall only be deemed applicable to the obligations of a Guarantor under the particular Swap (or Swaps), or, if arising under a master agreement governing more than one Swap, the portion thereof, that constitute Excluded Swap Obligations. As used herein, (i) **"Excluded Swap Obligations"** means, with respect to each Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap if, and to the extent that, all or any portion of this Guaranty that relates to the obligations under such Swap is or becomes illegal as to such Guarantor under the Commodity Exchange Act (7 U.S.C.§1 et seq.), as amended from time to time, and any successor statute (the **"CEA"**), or any rule, regulation, or order of the Commodity Futures Trading Commission (the **"CFTC"**), by virtue of such Guarantor's failure for any reason to qualify as an "eligible contract participant" (as defined in the CEA and regulations promulgated thereunder) on the Eligibility Date for such Swap; (ii) "**Eligibility Date**" means the date on which this Guaranty becomes effective with respect to the particular Swap (for the avoidance of doubt, the Eligibility Date shall be the date of the execution of the

particular Swap if this Guaranty is then in effect, and otherwise it shall be the date of execution and delivery of this Guaranty); and (iii) "**Swap**" means any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder between the Borrower and the Bank, other than (A) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (B) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

(c) If the Borrower defaults under any Obligations, the Guarantors will pay the Guaranteed Obligations due to the Bank**.**

2. **Nature of Guaranty; Waivers.** This is a guaranty of payment and performance, and not merely of collection and the Bank shall not be required or obligated, as a condition of the Guarantors' liability, to make any demand upon or to pursue any of its rights against the Borrower, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Obligations.

This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until all of the Obligations (other than contingent indemnification obligations for which no claim has been made) have been indefeasibly paid in full, and the Bank has terminated this Guaranty. This Guaranty will remain in full force and effect even if there is no principal balance outstanding under the Obligations at a particular time or from time to time. This Guaranty will not be affected by any surrender, exchange, acceptance, compromise or release by the Bank of any other party, or any other guaranty or any security held by it for any of the Obligations, by any failure of the Bank to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations or any guaranty, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guaranty thereof. The Guarantors' obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, recoupment, deduction or defense based upon any claim either Guarantor may have (directly or indirectly) against the Borrower or the Bank, except payment or performance of the Obligations.

Notice of acceptance of this Guaranty, notice of extensions of credit to the Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon the Bank's failure to comply with the notice requirements under Sections 9-611 and 9-612 of the Uniform Commercial Code as in effect from time to time are hereby waived. The Guarantors waive all defenses based on suretyship or impairment of collateral.

The Bank at any time and from time to time, without notice to or the consent of the Guarantors, and without impairing or releasing, discharging or modifying the Guarantors' liabilities hereunder, may (a) change the manner, place, time or terms of payment or performance of or interest rates on, or other terms relating to, any of the Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to any of the Obligations, any other guaranties, or any security for any Obligations or guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any Obligations of the Borrower in such order, manner and amount as the Bank may determine in its sole discretion; (d) settle, compromise or deal with any other person, including the Borrower or either Guarantor, with respect to any Obligations in such manner as the Bank deems appropriate in its sole discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies hereunder as provided herein.

3. **Repayments or Recovery from the Bank.** If any demand is made at any time upon the Bank for the repayment or recovery of any amount received by it in payment or on account of any of the Obligations and if the Bank repays all or any part of such amount by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantors will be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never been received originally by the Bank. The provisions of this section will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantors in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Bank's rights hereunder and will be deemed to have been conditioned upon such payment having become final and irrevocable.

4. [Reserved].

5. Enforceability of Obligations. No modification, limitation or discharge of the Obligations arising out of or by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will affect, modify, limit or discharge the Guarantors' liability in any manner whatsoever and this Guaranty will remain and continue in full force and effect and will be enforceable against the Guarantors to the same extent and with the same force and effect as if any such proceeding had not been instituted. Each Guarantor waives all rights and benefits which might accrue to it by reason of any such proceeding and will be liable to the full extent hereunder, irrespective of any modification, limitation or discharge of the liability of the Borrower that may result from any such proceeding.

6. Events of Default. The occurrence of any of the following shall be an **"Event of Default"**: (i) any Event of Default (as defined in any of the Loan Documents), including, without limitation, any "Event of Default" as defined in (x) the Loan Agreement and/or (y) the Note; (ii) the Borrower's, Evercore, Inc.'s or any Guarantor's failure to observe or perform any covenant or other agreement, under or contained in the Loan Agreement, the Note, this Guaranty or any other document now or in the future evidencing or securing any monetary debt or obligation of the Borrower, Evercore, Inc. or any Guarantor to the Bank in an aggregate principal amount in excess of $500,000 (other than those set forth in clause (i) above) and such failure shall continue unremedied for a period of thirty (30) days after the earlier of (a) written notice to the Borrower from the Bank and (b) a Responsible Officer of the Borrower or any Guarantor becoming aware of such failure, provided, however, that the thirty (30) day cure period contained in this clause (ii) shall not be deemed to apply if the Borrower or such Guarantor commits more than two (2) such breaches within any twelve (12) calendar month period; (iii) any warranty, representation or statement made by a Guarantor herein or furnished to the Bank by or on behalf of a Guarantor pursuant to any Loan Document or any other documents now or in the future evidencing or securing any monetary debt or obligation of the Borrower or any Guarantor to the Bank in an aggregate principal amount in excess of $500,000 is false, erroneous or misleading in any material respect (or, in the case of any such representation or warranty qualified as to materiality, in any respect) on and as of the date made or furnished; or (iv) the termination or attempted termination of this Guaranty by either Guarantor (other than in accordance with the terms hereof). Upon the occurrence of any Event of Default, (a) the Guarantors shall pay to the Bank the amount of the Guaranteed Obligations; or (b) on demand of the Bank, the Guarantors shall immediately deposit with the Bank, in U.S. dollars, all amounts due or to become due under the Guaranteed Obligations, and the Bank may at any time use such funds to repay the Obligations; or (c) the Bank in its discretion may exercise with respect to any collateral any one or more of the rights and remedies provided a secured party under the applicable version of the Uniform Commercial Code; or (d) the Bank in its discretion may exercise from time to time any other rights and remedies available to it at law, in equity or otherwise. As used herein, (i) "**Loan Agreement**" shall mean the Loan Agreement, dated as of the date hereof, between the Borrower and the Bank, as amended, supplemented, restated or otherwise modified from time to time; (ii) "**Note**" shall mean the Revolving Line of Credit Note, dated the date hereof, in the original principal amount of $85,000,000, as amended, supplemented, restated, or otherwise modified from time to time, and (iii) "**Loan Document**" and "**Responsible Officer**" shall have the meanings assigned to such terms in the Loan Agreement.

7. Right of Setoff. In addition to all liens upon and rights of setoff against the Guarantors' money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Guarantors' obligations to the Bank under this Guaranty and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and each Guarantor hereby grants to the Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank all of such Guarantor's right, title and interest in and to, all of such Guarantor's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Guarantors. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence

of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

8. [Reserved].

9. Costs. To the extent that the Bank incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Guaranteed Obligations and will bear interest from the incurring or payment thereof at the Default Rate (as defined in any of the Obligations).

10. Postponement of Subrogation. Until the Obligations are paid in full (other than contingent indemnification obligations for which no claim has been made), each Guarantor postpones and subordinates in favor of the Bank or its designee (and any assignee or potential assignee) any and all rights which such Guarantor may have to (a) assert any claim whatsoever against the Borrower based on subrogation, exoneration, reimbursement, or indemnity or any right of recourse to security for the Obligations with respect to payments made hereunder, and (b) any realization on any property of the Borrower, including participation in any marshalling of the Borrower's assets.

11. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (**"Notices"**) must be in writing (except as otherwise provided in this Guaranty) and will be effective upon receipt. Notices may be given in any manner to which the Bank and the Guarantors may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, postage prepaid, electronic, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. In addition, the Bank and the Guarantors agree that Notices may be sent electronically to any electronic address provide by another party to the other from time to time. Regardless of the manner in which provided, Notices may be sent to addresses for the Bank and the Guarantors as set forth above or to such other address as either may give to the other for such purpose in accordance with this section.

12. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. The Bank may proceed in any order against the Borrower, the Guarantors or any other obligor of, or any collateral securing, the Obligations.

13. Illegality. If any provision contained in this Guaranty should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Guaranty.

14. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Guarantors from, any provision of this Guaranty will be effective unless made in a writing signed by the Bank and the Guarantors, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Notwithstanding the foregoing, the Bank may modify this Guaranty for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that the Bank shall send a copy of any such modification to the Guarantors (which notice may be given by electronic mail). No notice to or demand on the Guarantors will entitle the Guarantors to any other or further notice or demand in the same, similar or other circumstance.

15. Entire Agreement. This Guaranty (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Guarantors and the Bank with respect to the subject matter hereof; provided, however, that this Guaranty is in addition to, and not in substitution for, any other guarantees from either Guarantor to the Bank.

16. Successors and Assigns. This Guaranty will be binding upon and inure to the benefit of the Guarantors and the Bank and their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that the Guarantors may not assign this Guaranty in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Guaranty in whole or in part in connection with any assignment permitted under any Loan Agreement.

17. Interpretation. In this Guaranty, unless the Bank and the Guarantors otherwise agree in writing, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections or exhibits are to those of this Guaranty. Section headings in this Guaranty are included for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose. If this Guaranty is executed by more than one party as Guarantor, the obligations of such persons or entities will be joint and several.

18. Anti-Corruption Laws and International Trade Laws; Anti-Money Laundering Laws; Certain Definitions.

18.1 Representations and Warranties. The Guarantor hereby makes the following representations and warranties, which shall be continuing in nature and remain in full force and effect until the Guaranteed Obligations are paid in full:

(i) The Guarantor, and its directors and officers, and to the knowledge of the Borrower, any employee or agent acting on behalf of the Guarantor: (a) is not a Sanctioned Person; (b) does not do any business in or with, or derive any of its operating income from direct or indirect investments in or transactions involving, any Sanctioned Jurisdiction or Sanctioned Person; and (c) is not in violation of, and has not, during the past five (5) years, directly or indirectly, taken any act that could cause the Guarantor to be in violation of, applicable International Trade Laws or Anti-Corruption Laws.

(ii) There is no Blocked Property pledged by the Guarantor as Collateral.

18.2 Affirmative Covenants. The Guarantor agrees that until all Guaranteed Obligations have been paid in full and any commitments of the Bank to the Borrower have been terminated, the Guarantor shall (a)promptly notify the Bank in writing upon the occurrence of a Reportable Compliance Event; (b)promptly provide substitute Collateral to the Bank if, at any time, any Collateral pledged by the Guarantor becomes Blocked Property; and (c) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and International Trade Laws and maintain in effect policies and procedures reasonably designed to ensure compliance with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and International Trade Laws by the Guarantor, and its directors and officers, and any employee in connection with the Guaranteed Obligations.

18.3 Negative Covenants. The Guarantor covenants and agrees that until all Guaranteed Obligations have been paid in full and any commitments of the Bank to the Borrower have been terminated, the Guarantor will not, without the Bank's prior written consent, (I) do any of the following, nor permit any of its directors or officers or employees acting on behalf of the Guarantor in connection with the Guaranteed Obligations, nor such Guarantor's subsidiaries to (a) become a Sanctioned Person; (b) directly or indirectly provide, use, or make available the proceeds of any loan or advance from the Bank (i) to fund any activities or business of, with, or for the benefit of any Person that, at the time of such funding or facilitation, is a Sanctioned Person, (ii) to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction, (iii) in any manner that could result in a violation by any Person (including the Bank) of Anti-Corruption Laws, Anti-Money Laundering Laws or International Trade Laws or (iv) in violation of any applicable Law, including, without limitation, any applicable Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law; (c) pay any Guaranteed Obligations with Blocked Property or funds derived from any unlawful activity; or (d) permit any

Collateral pledged by the Guarantor to become Blocked Property; nor (II) directly or indirectly provide, use, or make available the proceeds of any loan or advance from the Bank to any subsidiary of the Guarantor that is not party to the loan agreement governing such loan or advance.

18.4 Certain Definitions. As used herein:

"**Anti-Corruption Laws**" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (b) the U.K. Bribery Act 2010, as amended, and (c) any other applicable Law relating to anti-bribery or anti-corruption in any jurisdiction in which any Loan Party is located or doing business.

"**Anti-Money Laundering Laws**" means (a) the Bank Secrecy Act and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001; (b) the U.K. Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, as amended and the Terrorist Asset-Freezing etc. Act 2010; and (c) any other applicable Law relating to anti-money laundering and countering the financing of terrorism in any jurisdiction in which any Loan Party is located or doing business.

"**Blocked Property**" means any property (a) owned, directly or indirectly, by a Sanctioned Person; (b) due to or from a Sanctioned Person; (c) in which a Sanctioned Person otherwise holds any interest; (d) located in a Sanctioned Jurisdiction; or (e) that otherwise could cause any violation by the Bank of any applicable International Trade Law if the Bank were to obtain an encumbrance on, lien on, pledge of, or security interest in such property, or provide services in consideration of such property.

"**Collateral**" means any collateral securing any debt, liabilities, or other obligations of any Loan Party to the Bank.

"**Compliance Authority**" means (a) the United States government or any agency or political subdivision thereof, including, without limitation, the U.S. Department of State, the U.S. Department of the Treasury and its Office of Foreign Assets Control, and the U.S. Customs and Border Protection agency; (b) the government of Canada or any agency thereof; (c) the European Union or any agency thereof; (d) the government of the United Kingdom or any agency thereof; and (e) the United Nations Security Council.

"**Covered Entity**" means (a) the Borrower and each of the Borrower's subsidiaries; (b) each Guarantor and any pledgor of Collateral; and (c) each Person that directly or indirectly controls a Person described in clause (a) or (b) above.

"**International Trade Laws**" means all Laws relating to economic and financial sanctions, trade embargoes, export controls, customs, and anti-boycott measures.

"**Law**" means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award, or any settlement arrangement, by agreement, consent or otherwise, of any Official Body, foreign or domestic.

"**Loan Parties**" means the Borrower and any Guarantors.

"**Official Body**" means the government of the United States of America or of any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting

financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Official Body, or other entity.

"**Reportable Compliance Event**" as used herein means (1) any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint, or similar charging instrument, arraigned, custodially detained, penalized or the subject of an assessment for a penalty, by, or enters into a settlement with an Official Body in connection with any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law, or any predicate crime to any Anti-Corruption Law, Anti-Money Laundering Law or International Trade Law; (2) any Covered Entity engages in a transaction that has caused or would cause the Bank to be in violation of any International Trade Law or Anti-Corruption Law, including a Covered Entity's use of any proceeds of the Obligations guaranteed hereunder to directly or indirectly fund any activities or business of, with or for the benefit of any Sanctioned Person, or to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction; (3) any Collateral qualifies as Blocked Property, or (4) any Covered Entity otherwise violates, or reasonably believes it will violate, any of the International Trade Law- or Anti-Corruption Law-specific representations and covenants herein.

"**Sanctioned Jurisdiction**" means, at any time, a country, area, territory, or jurisdiction that is the subject or target of comprehensive U.S. sanctions (at the time of this Agreement, the Crimea, Kherson regions of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, and Syria).

"**Sanctioned Person**" means any Person (a) located in, organized under the laws of, or ordinarily resident in a Sanctioned Jurisdiction; (b) identified on any sanctions-related list maintained by any Compliance Authority; or (c) owned 50% or more, in the aggregate, directly or indirectly, by or controlled by one or more Persons described in clauses (a) or (b) above.

19. Indemnity. The Guarantors agree to indemnify each of the Bank, each legal entity, if any, who controls, is controlled by or is under common control with the Bank and each of their respective directors, officers and employees (the **"Indemnified Parties"**), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of either Guarantor), in connection with or arising out of or relating to the matters referred to in this Guaranty, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Guarantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Guaranty and assignment of any rights hereunder. The Guarantors may participate at their expense in the defense of any such action or claim.

20. Governing Law and Jurisdiction. This Guaranty has been delivered to and accepted by the Bank and will be deemed to be made in the State of New York. **THIS GUARANTY WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE GUARANTORS DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN SUCH**

STATE (OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT). Each Guarantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the Southern District of New York; provided that nothing contained in this Guaranty will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against either Guarantor individually, against any security or against any property of either Guarantor within any other county, state or other foreign or domestic jurisdiction. Each Guarantor and the Bank agrees that the venue provided above is the most convenient forum for both the Bank and the Guarantors. Each Guarantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

21. **Counterparts; Electronic Signatures and Records**. This Guaranty may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Notwithstanding any other provision herein, each Guarantor agrees that this Guaranty, any amendments thereto and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at the Bank's option, be in the form of an electronic record. Any Communication may, at the Bank's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this section may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

22. **Representation by Counsel**. Each Guarantor hereby represents that it has been represented by competent counsel of its choice, or has knowingly waived its right to use and retain counsel, in the negotiation and execution of this Guaranty; that it has read and fully understood the terms hereof; that such Guarantor and any counsel retained by it has been afforded an opportunity to review, negotiate and modify the terms of this Guaranty; and that such Guarantor intends to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Guaranty.

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23. Waiver of Jury Trial. EACH GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT SUCH GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS GUARANTY, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS GUARANTY OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Guarantor acknowledges that it has read and understands all the provisions of this Guaranty, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof, as of the date first written above, with the intent to be legally bound hereby.

EVERCORE LP

By: /s/ Timothy LaLonde

Name: Timothy LaLonde
Title: Chief Financial Officer

EVERCORE GROUP HOLDINGS L.P.

By: /s/ Timothy LaLonde

Name: Timothy LaLonde
Title: Authorized Signatory

Exhibit 10.39
US Employees

EVERCORE INC.

NOTICE OF AWARD OF RESTRICTED STOCK UNITS

Evercore Inc. (the "*Company*"), pursuant to the Third Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (the "*Plan*"), hereby awards to the participant identified below a restricted stock unit award (the *"Award"*) with respect to the number of shares of the Company's Class A common stock ("*Shares*") indicated below in this Notice of Award of Restricted Stock Units (the *"Notice"*). The Award is effective on the grant date indicated below and is subject to the terms set forth herein and in the Restricted Stock Unit Award Terms and Conditions attached hereto (the "*Terms and Conditions*").

Participant	
Grant Date	
Number of RSUs Granted	
Vesting Schedule	[PERCENTAGE]% of this Award will vest on each of [VESTING SCHEDULE], subject in each case to the Participant's continued service in Good Standing with the Company or one or more of its Affiliates through the applicable vesting date and subject further to accelerated vesting in certain cases, all as specified in the attached Terms and Conditions.

You do not have to accept this Award. If you wish to decline this Award, you should promptly notify the undersigned of your decision in writing. If you do not provide such written notification within 10 days, you will be deemed to have accepted this Award on the terms set forth herein and in the attached Terms and Conditions. If you have previously executed a Confidentiality, Non-Solicitation and Proprietary Information Agreement and/or another agreement containing restrictive covenants (each such agreement, a *"CNPI Agreement")* and the HCG department has not asked you to execute a new CNPI Agreement in conjunction with the delivery of this Award, your acceptance of this Award will also constitute your affirmation that you are in compliance with the terms of the CNPI Agreement and that you remain bound by the CNPI Agreement you previously executed.

EVERCORE INC.

By:
Date:

Attachments: Restricted Stock Unit Award Terms and Conditions

RESTRICTED STOCK UNIT AWARD TERMS AND CONDITIONS

This document contains the Terms and Conditions of the restricted stock units awarded by the Company to the Participant indicated in the attached Notice. Capitalized terms not otherwise defined herein or in the Notice have the same meanings as defined in the Plan.

1. Grant of RSUs. Effective on the Grant Date, the Company grants to the Participant the number of restricted stock units indicated in the Notice (the "*RSUs*"). Each RSU represents the unfunded, unsecured right of the Participant to receive one Share.

2. Vesting and Delivery.

(a) The Participant shall become vested in the RSUs as follows if they remain in continuous service in Good Standing with the Company through the applicable date (each, a *"Vesting Event"*):

(i) [PERCENTAGE] of the RSUs shall become vested on each of [VESTING SCHEDULE] (each, a "*Scheduled Vesting Date*");

(ii) Any unvested RSUs shall become 100% vested upon: (A) a Change in Control, (B) the Participant's death, (C) the Participant's Disability, (D) subject to the Participant's fulfillment of the release requirement described below, the Participant's Termination Without Cause, (E) the Participant becoming eligible for a Qualifying Retirement, or (F) [OTHER VESTING CONDITIONS]; and

(iii) Some or all of the RSUs shall become vested pursuant to Contractual Vesting, if applicable.

(b) Upon cessation of the Participant's service with the Company for any reason other than death, Disability, Qualifying Retirement or Termination Without Cause, [OR OTHER VESTING CONDITIONS] all then unvested RSUs shall immediately be forfeited by the Participant, without payment of any consideration.

(c) One Share shall be issuable for each RSU that vests on the date of a Scheduled Vesting Date, a Change in Control, the Participant's death, the Participant's Disability, or due to a Contractual Vesting. Thereafter, upon satisfaction of any required tax withholding obligations, the Company shall deliver to the Participant Shares underlying any vested RSUs within 30 calendar days after the Vesting Event.

(d) Upon a termination without Cause ("*Termination Without Cause*") [OR OTHER VESTING CONDITIONS], all unvested RSUs will become vested provided that, within 45 days following the date employment terminates, the Participant has executed a general release of claims in favor of the Company and its affiliates in a form reasonably prescribed by the Company and such release has become irrevocable. Thereafter, upon satisfaction of any required tax withholding obligations, the Company shall deliver to the Participant one share for each RSU that vests on the earlier of (i) the Scheduled Vesting Date on which the RSU would otherwise have vested, a Change in Control, or the Participant's death, as applicable, or (ii)

March 15th of the year following the year of such termination (or such earlier date as determined by the Company). If the Participant has failed to timely satisfy the release requirements described in this Section, any RSUs that would have otherwise vested upon a Termination Without Cause will be permanently forfeited, without payment of any consideration.

(e) If any RSUs become vested due to eligibility for Qualifying Retirement, following satisfaction of applicable tax withholding requirements, each Share issuable in respect of an RSU then vesting will be distributed upon the earliest of: (i) the Scheduled Vesting Date, notwithstanding any Qualifying Retirement, or (ii) if sooner, upon the occurrence of a Change in Control, the Participant's death or the Participant's Disability.

(f) As set forth above, it is the Company's intention to deliver to the Participant Shares underlying any vested RSUs, but to the extent that at the time of delivery there is an insufficient number of Shares available under the Plan to be delivered to the Participant with respect to such vested RSUs, the Company will deliver a cash payment equal to the equivalent Fair Market Value at such time of such Shares, less any applicable withholding taxes due.

(g) For purposes of these Terms and Conditions, service with the Company will be deemed to include service with the Company's Affiliates, but only during the period of such affiliation.

3. Certain Definitions. For purposes of these Terms and Conditions, the following definitions will apply unless the Participant is subject to different Contractual Definitions pursuant to an Employment Letter:

(a) "Cause" means (i) the Participant's material breach of any of the Restrictive Covenants (as defined below), any published policy of the Company or its Affiliates applicable to the Participant, including the Company's or any of its Affiliates' Code of Ethics; (ii) any act or omission by the Participant that causes the Participant, the Company or any of the Company's Affiliates to be in violation of any law, rule or regulation related to the business of the Company or its Affiliates, or any rule of any exchange or association of which the Company or its Affiliates is a member, which, in any such case, would make the Participant, the Company or any of the Company's Affiliates subject to being enjoined, suspended, barred or otherwise disciplined; (iii) the Participant's conviction of, or plea of guilty or no contest to, any felony; (iv) the Participant's participation in any fraud or embezzlement; (v) gross negligence, willful misconduct by the Participant in the course of employment or the Participant's deliberate and unreasonably continuous disregard of the Participant's material duties; or (vi) the Participant's committing to, or engaging in any act or making any statement which impairs, impugns, denigrates, disparages or negatively reflects upon the name, reputation or business interests of the Company or any of its Affiliates which, in any such case, has a material adverse effect on the Company; provided, however, that in the case of clauses (i), (ii), (v) and (vi), "Cause" shall not exist if such breach, act or omission, if capable of being cured (in the good faith determination of the Company's CEO), shall have been cured within ten business days after the Company provides the Participant with written notice thereof.

(b) "Change in Control" shall have the meaning ascribed to it in the Plan, except that, notwithstanding that this Award is intended to be exempt from Section 409A of the Code, no event or transaction will be considered a Change in Control under this Award unless it also constitutes a change in control event within the meaning of Treas. Reg. § 1.409A-3(i)(5).

(c) "Contractual Definitions." If the Participant is subject to an Employment Letter with a definition of "Cause," such defined term will have the meaning set forth in the Employment Letter, inclusive of any subsequent amendments to the definition, while such definition is in effect.

(d) "Contractual Vesting." If the Participant is a party to an employment letter with compensation terms addressing the vesting of deferred compensation or equity applicable to the Award (an "*Employment Letter*") that provides for accelerated vesting upon any event not covered by these Terms and Conditions, those vesting terms will apply to this Award. Upon a Contractual Vesting, Shares will be delivered as set forth in these Terms and Conditions.

(e) "Good Standing" means that Participant (i) has not given notice of resignation or resigned, other than notice of a Qualifying Retirement; (ii) has not been given notice of the termination of Participant's employment; and (iii) is not currently suspended or under investigation for conduct that could, in the Company's good faith determination, result in a termination for Cause.

(f) "Qualifying Retirement. " A Participant will be eligible for a Qualifying Retirement once the Participant has satisfied (i) or (ii) below.

(i) The sum of the Participant's age plus completed years of continuous service with the Company is greater than 65; (y) the Participant is at least age 55 and has completed at least 5 years of continuous service with the Company; and (z) the Participant has completed one year of service with the Company after providing Elizabeth Lynch, Head of Human Capital Group, or her successor, with written notice of the Participant's intent to retire (which notice may not be provided earlier than one year prior to the satisfaction of the conditions stated above in clauses (x) and (y)); or

(ii) The Participant is at least age 60; (y) the Participant has completed at least 10 years of continuous service with the Company; and (z) the Participant has completed six (6) months of service with the Company after providing Elizabeth Lynch, Head of Human Capital Group, or her successor, with written notice of the Participant's intent to retire (which notice may not be provided earlier than six (6) months prior to the satisfaction of the conditions stated above in clauses (x) and (y)).

4. Adjustments Upon Certain Events. The Committee shall, in its sole discretion, make equitable substitutions or adjustments to this Award upon the occurrence of certain events pursuant to the Plan.

5. No Right to Continued Employment. Neither the Plan, the Notice nor these Terms and Conditions shall be construed as giving the Participant the right to be retained in the employ of, or in any consulting relationship with, the Company or any of its Affiliates. Further, the Company (or, as applicable, its Affiliates) may at any time dismiss the Participant, free from any liability or any claim under the Plan, the Notice or these Terms and Conditions, except as otherwise expressly provided herein.

6. No Acquired Rights. This Award has been granted entirely at the discretion of the Committee. The grant of this Award does not obligate the Company to grant additional Awards to the Participant in the future (whether on the same or different terms).

7. No Rights of a Stockholder; Dividend Equivalent Payments

(a) The Participant shall not have any rights or privileges as a stockholder of the Company, which for the avoidance of doubt includes no rights to dividends or to vote, until the Shares in question have been registered in the Company's register of stockholders as being held by the Participant.

(b) The foregoing notwithstanding, if the Company declares and pays a cash dividend or distribution with respect to its Shares, any RSUs with respect to which Shares have not been delivered, whether vested or unvested ("*Outstanding RSUs*") will be either, at the Company's discretion, (x) increased by a number of additional RSUs determined by dividing (A) the total dividend or distribution that would then be payable with respect to a number of Shares equal to the number of Outstanding RSUs on the dividend or distribution record date, by (B) the Fair Market Value on the date the dividend or distribution is paid, or (y) credited with an amount of cash equal to the value of such cash dividend or distribution. Additional RSUs or cash credited under this Section will be subject to the same terms and conditions (including the same vesting and delivery schedule, but not including the right to be credited with additional dividend equivalent RSUs under this section) as the Outstanding RSUs to which such additional RSUs or cash amounts relate.

8. Transferability of Shares. Any Shares issued or transferred to the Participant pursuant to this Award shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan, the Notice, these Terms and Conditions or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws or relevant securities laws of the jurisdiction of the domicile of the Participant, and the Committee may cause a legend or legends to be put on any certificates representing such Shares or make an appropriate entry on the record books of the appropriate registered book-entry custodian, if the Shares are not certificated, to make appropriate reference to such restrictions.

9. Transferability of RSUs. The RSUs (and, prior to their actual issuance, the Shares subject hereto) may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted by this Section shall be void and unenforceable.

10. Withholding; Taxation. The Company or any Affiliate shall have the right to withhold applicable withholding taxes with respect to this Award to satisfy all obligations for the payment of such taxes. The payment of any applicable withholding taxes through the withholding of Shares otherwise issuable under this Award shall not exceed the required withholding liability. This Award is intended to be exempt from Section 409A of the Code and should be interpreted accordingly. Nonetheless, the Company does not guarantee the tax treatment of this Award. To the extent any payment under this Award is conditioned on the effectiveness of a release of claims and the period the Participant is afforded to consider the release spans two calendar years, payment will be made in the second calendar year regardless of when the release becomes irrevocable.

11. Restrictive Covenants; Grounds for Termination.

(a) The Participant has agreed to be bound by certain obligations and restrictive covenants, during the Participant's service to the Company, and, as applicable, following the cessation of that service for any reason (such covenants, together with any restrictive covenants made by the Participant after the date hereof, the *"Restrictive Covenants"*). As a condition to the issuance or delivery of Shares in respect of RSUs, the Participant may be required to (i) certify, in a manner acceptable to the Company, that the Participant continues to be in compliance with the Restrictive Covenants, and (ii) irrevocably appoint the Company as the Participant's agent and attorney-in-fact to take any actions necessary or appropriate to facilitate enforcement of this Section or any similar arrangement with the Company or its Affiliates.

(b) If the Participant is terminated with Cause, resigns at such time as the Company could have terminated the Participant for Cause, or violates any of the terms of the Restrictive Covenants, then the Participant will immediately forfeit any Outstanding RSUs for which Shares have not yet been delivered and any cash amounts credited for any dividends or distributions paid on the Outstanding RSUs.

(c) Similarly, if the Participant's service with the Company terminates upon or after becoming eligible for a Qualifying Retirement and if, at any time prior to the delivery of any Shares, the Participant engages in conduct that violates the Restrictive Covenants applicable during the period of Qualifying Retirement (regardless of the fact that such Participant is at the time of such violation no longer an employee or whether the time limits in the relevant Restrictive Covenant have otherwise expired), in addition to any other remedies that are available pursuant to the Restrictive Covenants: (i) the Participant will immediately and automatically forfeit any remaining RSUs (even if otherwise vested) for which Shares have not yet been delivered and any cash amounts credited for any dividends or distributions paid on the remaining RSUs, and (ii) any Shares subject to a stop transfer order will be cancelled and all of Participant's right, title and interest in such Shares shall be extinguished. In addition, in the event of such conduct, the Participant will be required to repay to the Company an amount equal to the sum of any dividends or distributions paid with respect to the cancelled Shares.

(d) The remedies contained in this section will be in addition to, not in lieu of, any other remedies applicable to the Restrictive Covenants, including those remedies available under the CNPI Agreement or otherwise.

(e) If applying any provision of this Section to the Participant would violate the laws of the jurisdiction in which the Participant resides or provides services, then the provision that violates such laws will have no effect with respect to the Participant.

12. Clawback/Forfeiture; Other Company Policies. The RSUs and any Shares or cash delivered in settlement of the RSUs (i) will be subject to the terms of any clawback or recapture policy that the Company may have in effect from time to time and, in accordance with such policy, may be subject to forfeiture and the requirement that the Shares subject to the RSUs or any cash payments made in respect thereof be repaid to the Company after they have been distributed to the Participant, and (ii) will, along with any other equity interests in the Company held by the Participant, be subject to any policy with respect to hedging or pledging of Shares that the Company may have in effect from time to time.

13. Choice of Law/Arbitration. THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW. Any controversy or claim arising out of or relating to the Plan or this Award shall be resolved by final and binding arbitration pursuant to the Participant's agreement(s) to arbitrate with the Company related to their employment and the termination of their employment, including any "Mutual Arbitration Policy and Agreement," "Mutual Arbitration Policy," and "Employee Agreement to Arbitrate," to which Participant has agreed or subsequently agrees. If Participant is not bound by an agreement to arbitrate applicable to any controversy or claim arising out or relating to the Plan or this Award, then a court of competent jurisdiction in the State of New York, New York County shall have exclusive jurisdiction, unless Participant is employed in California when such claim or controversy arises, in which case a court of competent jurisdiction in the California shall have exclusive jurisdiction.

14. RSUs Subject to Plan; Amendments. All the RSUs are subject to the Plan and bound by the terms and conditions contained in the Plan, a copy of which has been provided to the Participant and the terms of which are incorporated herein by this reference. The Award may only be amended in writing. The Company may unilaterally amend the Award without the Participant's consent to comply with any law, regulation, ruling, accounting standard, or similar requirement.

15. Award Not Subject to ERISA. The Award and these Terms and Conditions are issued pursuant to the Company's compensation practices and bonus program and are not a retirement plan. The purpose of the Award is to reward and retain employees of the Company. Participants should not look to this Award or the annual bonus program as a source of retirement income. This Award and the compensation practices and bonus program pursuant to which it was granted are not subject to the Employee Retirement Income Security Act of 1974 ("*ERISA*").

16. Complete Agreement. This Award reflects the entire agreement regarding the RSUs and supersedes all prior and contemporaneous discussions, agreements and understandings related to the RSUs, other than as set forth in these Terms and Conditions. Either party's failure to enforce any provision or provisions of this Award will not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Award.

Exhibit 19.1

Evercore Personal Trading Policy

1.1 Employee Trading

1.1.1 Disclosure and Approval of Employee and Employee-Related Accounts

Employees and other associated persons must disclose all existing Personal Accounts and Managed Accounts (as defined below) upon joining Evercore. Existing employees must receive approval from Compliance when opening any new Personal Account.

- A "Personal Account" is defined as any personal securities brokerage account in which an employee or an "employee-related person" has a beneficial interest or which the employee or an "employee-related person" otherwise controls (e.g., as trustee or custodian).

Personal Accounts do not include accounts that are limited exclusively to mutual fund transactions (e.g., an Employer-directed 401K Plan that does NOT hold company stock; a 529 College Savings Plan).

  - An "employee-related person" includes a spouse, domestic partner registered with Evercore for benefits purposes, or anyone (including any immediate family member) who is supported to a material extent by the employee, whether directly or indirectly.

- A "Managed Account" is defined as any securities brokerage account which is managed by a third party (e.g., an investment advisor or financial advisor) in which an employee or an "employee-related person" has a beneficial interest. A Managed Account is an account in which the employee/account holder:
  - Does NOT directly or indirectly influence or control the Managed Account;
  - Does NOT suggest or direct that the third party manager make any specific purchases or sales of securities in the Managed Account;
  - Does NOT consult with the third party manager as to the specific allocation of investments to be made in the Managed Account;
  - Does NOT have input in investment decisions, nor knowledge of investments prior to them being executed in the Managed Account; and
  - Is permitted to frame general overall strategy and risk tolerance.

Managed Accounts require additional documentation from the relevant investment advisor or financial advisor. Should the nature of the influence or control over the Managed Account change, employees are required to notify Compliance.

Employees and other associated persons must periodically certify the accuracy of their Personal Account and Managed Account disclosures.

Evercore uses StarCompliance to record Personal Account information and to review and reconcile trading activity. The automated system receives and retains an automated feed of account trade and position data from a number of brokerage firms ("Designated Brokers"). Evercore generally requires its employees to maintain Personal Accounts and Managed Accounts with Designated Brokers only. Personal Accounts and Managed Accounts that are not held at Designated Brokers are referred to as "outside accounts." Compliance considers any requests by employees to maintain an outside account on a case-by-case basis, depending upon individual facts and circumstances. If an outside account is approved, Evercore must receive and retain copies of all account information, including but not limited to, statements and confirmations, and must manually input such information into StarCompliance. Compliance

periodically tests the system to verify that it is receiving employee accounts and trading data and that system flags and/or notifications are working properly. The results of such testing are reviewed by the Chief Compliance Officer ("CCO") or his/her delegate.

1.1.2 Transaction Approval and Holding Periods

Employees and other associated persons are required to pre-approve all securities transactions in Personal Accounts, except as specifically described below. For purposes of this policy, charitable donations of securities are considered "transactions" and require pre-approval. Pre-approval is valid for the same day only unless an exception has been granted by Compliance.

Pre-approval is not required for the following:

- Managed Account transactions executed on a discretionary basis in an investment advisory account;
- Transactions in exempted securities, including:
  - exchange traded funds (ETFs), unless the ETF is considered a single stock ETF in which trading is prohibited in a non-Managed Account;
  - U.S. Treasuries;
  - municipal bonds;
  - mutual funds;
  - unit investment trusts; and
  - currency.

Note: cryptocurrencies (e.g., bitcoin, ether, etc.) are not considered securities for the purposes of this section and do not require preapproval to trade (however, investment in an initial coin offering or a cryptocurrency- based private fund requires preapproval as a Private Investment).

Any long or short position in a security that is subject to the Firm's personal securities trading pre-approval requirement (non-exempted securities) must be held for at least thirty (30) calendar days, except with the prior approval of Compliance.

Additionally, employees and other associated persons are prohibited from "day-trading" exempted securities referenced above and their derivatives (e.g., ETF options). Day-trading is defined as the buying and selling of the same security within the same calendar day, such that the position is closed before the market closes for the trading day.

1.1.3 Trading of Evercore Shares

Unless an exception has been granted by Compliance, trades and donations of Evercore shares ("EVR shares") are permitted during an open window only. The opening of an Evercore-share trading window will be announced by Compliance and occurs on a quarterly basis the business day after the public announcement of Evercore's quarterly results and the window remains open until approximately the 16th day prior to the end of the quarter.

As with other securities, Employees are required to pre-approve buying, selling or donating EVR shares.

EVR shares purchased in the open market must be held for at least six (6) months (this does not include the selling of EVR restricted stock units (RSUs)). Senior Managing Directors ("SMDs") have additional ownership requirements with respect to EVR shares.

Employees are restricted from:

- Trading options or other derivatives of EVR shares;
- Trading EVR shares on margin;
- Shorting EVR shares; and
- Holding or trading EVR shares in a discretionary account.

1.1.4 Insider Trading

Employees and other associated persons are prohibited from effecting transactions based on knowledge of material, non-public information ("MNPI"). This prohibition includes "shadow trading" in addition to insider trading. "Shadow trading" is a practice whereby an insider uses confidential information regarding one issuer to trade in the securities of another issuer whose stock price may be impacted (positively or negatively) when the confidential information becomes public.

Trading in a security or related options or other derivatives while in possession of MNPI in the security or related securities is illegal. This may include companies not involved in the event which is the source of the material non-public information (e.g., an M&A transaction between two companies which may affect related companies in the sector).

In addition, employees and other associated persons may not trade:

- A single-stock ETF; or
- A sector ETF if an employee possesses material non-public information on a company which is material to the ETF's basket of securities, or if such employee's trade is (or could be interpreted to be) on the basis that the price of a particular sector ETF will be impacted when the confidential information the employee possesses becomes public because a material part of the value of that ETF is tied to a company or companies whose stock price(s) may be affected when the confidential information becomes public.

The "shadow trading" prohibition may also apply in situations where an employee possesses MNPI related to suppliers, partners or competitors of Evercore.

For further detail, see the "Information Barriers and Insider Trading" chapter of this Manual.

All employees and other associated persons must periodically certify via StarCompliance their understanding of and compliance with the related Firm policy.

1.1.5 Sharing in Client Accounts

Evercore and its registered employees may not share directly or indirectly in the profits or losses of a client's account. As a general policy, registered employees may not participate in an account that includes clients who are not family members of the employee unless approved by Compliance.

1.1.6 Restrictions on Personal Trading Activities of Certain Firm Personnel

Employees and employee-related persons (which includes their immediate family members, such as a parent, spouse, child, in-law, sibling, and any other person whom the employee supports, directly or indirectly, to a material extent) are restricted from trading securities of

companies that are on the Firm's Restricted List and are also specifically prohibited from participating in initial public offerings ("IPOs") of securities as defined by FINRA Rule 5130.

Investment Banking personnel are restricted from trading securities on the Firm's Watch List. In addition, Investment Banking personnel and those Sales and Trading personnel who are assigned to a particular industry sector are generally prohibited from trading any securities within their coverage sector. Fundamental Equity Research Analysts ("Research Analysts") are also subject to restrictions outlined in the Fundamental Equity Research Chapter of this Manual. Pre-existing positions may be sold, provided that the security is not otherwise restricted.

Any exceptions to these restrictions must be approved by Compliance and/or the appropriate supervisor. Compliance is responsible for maintaining records relating to disclosed employee Personal Accounts and Managed Accounts; such information is maintained in StarCompliance.

1.1.7 Review, Monitoring and Supervision of Personal Trading Activities of Firm Personnel

Pre-approval requests for applicable transactions in employee and employee-related Personal Accounts are electronically reviewed within StarCompliance, which applies applicable systematic trading restrictions to each transaction request. Approval or denial of trade requests varies depending upon the requestor's position at Evercore and the application of systematic rules (e.g., Restricted List, Watch List, industry sector) to that position. Compliance is responsible for programming the systematic rules in consultation with relevant Business Supervisors. Requestors receive an automated approval or denial notification via e-mail for each trade request.

StarCompliance is also used to reconcile Personal Account transaction approvals with executed trades received from an automated feed of account and position data from Designated Brokers. If actual trade information is received, but there is no evidence of a system approval, the system generates an exception record, which is reviewed by Compliance to determine if a policy violation has occurred. A policy violation may occur where, for example, pre-approval was not granted for an executed transaction, which was not otherwise exempt.

In such instances, Compliance will contact the employee responsible to verify and discuss the transaction. If a policy violation is confirmed, Compliance will assess the circumstances surrounding the violation, determine the appropriate remedial action using a risk-based approach, and document the actions taken in the case management function within StarCompliance. Remedial actions may include, for example: a reminder to the employee of the Firm's policy to obtain trade preclearance prior to executing the trade; having the employee sign an attestation; reporting to relevant supervisors; unwinding the trade and/or donating the profit; restricting opening of new positions; and/or providing additional training, depending on the circumstance.

Compliance provides monthly reports of employees' personal trading activities and any policy violations to relevant Business Supervisors. Where appropriate and using a risk-based approach, Compliance also escalates potential employee trading-related issues for review and discussion at monthly meetings with the Equities Risk Manager and the relevant Sales and Trading Business Supervisors. In addition, on a quarterly basis, Compliance produces supervisory reports which include employees' personal trading violations, and which are reviewed by the appropriate Business Supervisor. Such supervisory reports are maintained in a secured folder within the Firm's network shared drive. The relevant monthly and quarterly employee trading reports enable the Firm's senior management and the Firm's Business Supervisors to monitor and supervise employees' personal trading for: potential trade conflicts; various trading activities such as trading in large volume, trading certain symbols, and sector trading; and Compliance-identified preclearance violations. From time to time, Compliance may

conduct additional reviews as necessary and communicate results to applicable Business Supervisors.

Exhibit 21.1

Name	Jurisdiction of Incorporation or Organization
Evercore Advisors L.L.C.	Delaware
Evercore GP Holdings L.L.C.	Delaware
Evercore Group Holdings L.P.	Delaware
Evercore Group Holdings L.L.C.	Delaware
Evercore Group L.L.C.	Delaware
Evercore LP	Delaware
Evercore ISI International Limited	England and Wales
Evercore Partners Limited	England and Wales
Evercore Partners International L.L.P	England and Wales
Evercore Partners Services East L.L.C.	Delaware
Evercore Wealth Management L.L.C.	Delaware
Evercore Holdings Limited	England and Wales
Evercore Trust Company, N.A.	New York
Evercore Asia Limited	Hong Kong
Evercore Brasil Participacoes LTDA	Brazil
Evercore Partners Canada Ltd.	Canada
Evercore Asia (Singapore) Pte. Ltd.	Singapore
Evercore BD Investco LLC	Delaware
Evercore Group Services Limited	England and Wales
Evercore GmbH	Germany
Evercore (Japan) Ltd.	Japan
Evercore Consulting (Beijing) Co. Ltd.	China
Evercore Advisory (Middle East) Limited	Dubai
Evercore Israel L.L.C.	Delaware
Evercore Europe & Middle East Holdco LLC	Delaware
Evercore EMEA Holdco Limited	England and Wales

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-136506, 333-193334, 333-212205, 333-214718, 333-239435, 333-265904 and 333-280413 on Form S-8, Registration Statement No. 333-275281 on Form S-3ASR and Registration Statement Nos. 333-145696, 333-159037, 333-167393 and 333-171487 on Form S-3 of our reports dated February 21, 2025, relating to the consolidated financial statements of Evercore Inc. and subsidiaries (the “Company”), and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2024.

/s/ DELOITTE & TOUCHE LLP

New York, New York
February 21, 2025

Exhibit 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, John S. Weinberg, certify that:

1. I have reviewed this Annual Report on Form 10-K of Evercore Inc. (the "Registrant");

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

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

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

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

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

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

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

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

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

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

Dated: February 21, 2025

/ s / JOHN S. WEINBERG

John S. Weinberg

Chief Executive Officer and Chairman

Exhibit 31.2

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Tim LaLonde, certify that:

1. I have reviewed this Annual Report on Form 10-K of Evercore Inc. (the "Registrant");

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

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

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

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

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

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

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

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

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

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

Dated: February 21, 2025

/ s / TIM LALONDE

Tim LaLonde

Chief Financial Officer

Exhibit 32.1

Certification of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K of Evercore Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John S. Weinberg, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(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.

Dated: February 21, 2025

/ s / JOHN S. WEINBERG

John S. Weinberg
Chief Executive Officer and Chairman

* The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

Exhibit 32.2

Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K of Evercore Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Tim LaLonde, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(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.

Dated: February 21, 2025

/ s / TIM LALONDE

Tim LaLonde
Chief Financial Officer

* The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.