

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q**

(Mark One)

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

For the quarterly period ended **June 30, 2022**

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
(State or Other Jurisdiction of
Incorporation or Organization)

20-4748747
(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**

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

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

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

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

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

The number of shares of the registrant's Class A common stock, par value \$0.01 per share, outstanding as of July 22, 2022 was 39,144,156. The number of shares of the registrant's Class B common stock, par value \$0.01 per share, outstanding as of July 22, 2022 was 50 (excluding 50 shares of Class B common stock held by a subsidiary of the registrant).

Table of Contents

In this report, references to "Evercore", the "Company", "we", "us", "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.

	<u>Page</u>
<u>Part I. Financial Information</u>	
Item 1. Financial Statements	3
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	35
Item 3. Quantitative and Qualitative Disclosures About Market Risk	54
Item 4. Controls and Procedures	55
<u>Part II. Other Information</u>	
Item 1. Legal Proceedings	56
Item 2. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities	56
Item 6. Exhibits	57
<u>Signatures</u>	

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Condensed Consolidated Financial Statements (Unaudited)

	Page
Condensed Consolidated Statements of Financial Condition as of June 30, 2022 and December 31, 2021	<u>4</u>
Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2022 and 2021	<u>5</u>
Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2022 and 2021	<u>6</u>
Condensed Consolidated Statements of Changes in Equity for the three and six months ended June 30, 2022 and 2021	<u>7</u>
Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2022 and 2021	<u>8</u>
Notes to Unaudited Condensed Consolidated Financial Statements	<u>9</u>

EVERCORE INC.
CONDENSED CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(UNAUDITED)

(dollars in thousands, except share data)

	June 30, 2022	December 31, 2021
Assets		
Current Assets		
Cash and Cash Equivalents	\$ 444,306	\$ 578,317
Investment Securities and Certificates of Deposit (includes available-for-sale debt securities with an amortized cost of \$462,544 and \$706,826 at June 30, 2022 and December 31, 2021, respectively)	1,135,700	1,784,639
Accounts Receivable (net of allowances of \$1,447 and \$2,704 at June 30, 2022 and December 31, 2021, respectively)	317,990	351,668
Receivable from Employees and Related Parties	21,207	25,208
Other Current Assets	156,808	58,533
Total Current Assets	2,076,011	2,798,365
Investments	42,904	75,176
Deferred Tax Assets	268,299	248,077
Operating Lease Right-of-Use Assets	245,154	263,329
Furniture, Equipment and Leasehold Improvements (net of accumulated depreciation and amortization of \$176,376 and \$165,857 at June 30, 2022 and December 31, 2021, respectively)	147,449	148,589
Goodwill	123,429	128,246
Intangible Assets (net of accumulated amortization of \$3,476 and \$3,294 at June 30, 2022 and December 31, 2021, respectively)	154	336
Other Assets	108,088	140,539
Total Assets	\$ 3,011,488	\$ 3,802,657
Liabilities and Equity		
Current Liabilities		
Accrued Compensation and Benefits	\$ 505,222	\$ 1,109,716
Accounts Payable and Accrued Expenses	38,224	31,633
Payable to Employees and Related Parties	56,436	58,876
Operating Lease Liabilities	45,120	47,321
Taxes Payable	4,449	20,980
Other Current Liabilities	21,361	28,610
Total Current Liabilities	670,812	1,297,136
Operating Lease Liabilities	278,773	297,473
Notes Payable	371,707	376,243
Amounts Due Pursuant to Tax Receivable Agreements	70,770	70,209
Other Long-term Liabilities	98,717	126,315
Total Liabilities	1,490,779	2,167,376
Commitments and Contingencies (Note 15)		
Equity		
Evercore Inc. Stockholders' Equity		
Common Stock		
Class A, par value \$0.01 per share (1,000,000,000 shares authorized, 79,597,763 and 74,804,288 issued at June 30, 2022 and December 31, 2021, respectively, and 39,137,078 and 37,903,430 outstanding at June 30, 2022 and December 31, 2021, respectively)	796	748
Class B, par value \$0.01 per share (1,000,000 shares authorized, 50 and 53 issued and outstanding at June 30, 2022 and December 31, 2021, respectively)	—	—
Additional Paid-In-Capital	2,746,245	2,458,779
Accumulated Other Comprehensive Income (Loss)	(31,371)	(12,086)
Retained Earnings	1,607,976	1,418,382
Treasury Stock at Cost (40,460,685 and 36,900,858 shares at June 30, 2022 and December 31, 2021, respectively)	(2,973,087)	(2,545,452)
Total Evercore Inc. Stockholders' Equity	1,350,559	1,320,371
Noncontrolling Interest	170,150	314,910
Total Equity	1,520,709	1,635,281
Total Liabilities and Equity	\$ 3,011,488	\$ 3,802,657

See Notes to Unaudited Condensed Consolidated Financial Statements.

EVERCORE INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

(dollars and share amounts in thousands, except per share data)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Revenues				
Investment Banking:				
Advisory Fees	\$ 576,245	\$ 560,814	\$ 1,200,809	\$ 1,072,732
Underwriting Fees	13,516	48,048	49,822	127,305
Commissions and Related Revenue	52,485	50,725	103,383	104,251
Asset Management and Administration Fees	15,968	16,183	33,083	31,132
Other Revenue, Including Interest and Investments	(23,039)	16,401	(24,818)	23,631
Total Revenues	635,175	692,171	1,362,279	1,359,051
Interest Expense	4,258	4,306	8,508	8,876
Net Revenues	630,917	687,865	1,353,771	1,350,175
Expenses				
Employee Compensation and Benefits	388,971	407,798	818,706	803,188
Occupancy and Equipment Rental	19,608	17,513	38,785	36,222
Professional Fees	27,767	21,401	51,913	43,008
Travel and Related Expenses	14,786	3,715	22,612	6,007
Communications and Information Services	14,384	14,080	30,412	28,109
Depreciation and Amortization	6,597	7,151	13,707	13,792
Execution, Clearing and Custody Fees	2,631	2,913	5,428	6,465
Special Charges, Including Business Realignment Costs	532	—	532	—
Acquisition and Transition Costs	—	—	—	7
Other Operating Expenses	9,459	6,281	16,130	12,156
Total Expenses	484,735	480,852	998,225	948,954
Income Before Income from Equity Method Investments and Income Taxes	146,182	207,013	355,546	401,221
Income from Equity Method Investments	2,274	3,394	4,786	6,418
Income Before Income Taxes	148,456	210,407	360,332	407,639
Provision for Income Taxes	38,562	46,478	73,344	78,159
Net Income	109,894	163,929	286,988	329,480
Net Income Attributable to Noncontrolling Interest	14,267	23,570	33,345	44,769
Net Income Attributable to Evercore Inc.	\$ 95,627	\$ 140,359	\$ 253,643	\$ 284,711
Net Income Attributable to Evercore Inc. Common Shareholders	\$ 95,627	\$ 140,359	\$ 253,643	\$ 284,711
Weighted Average Shares of Class A Common Stock Outstanding				
Basic	39,834	40,667	39,507	41,010
Diluted	41,108	43,661	41,395	44,053
Net Income Per Share Attributable to Evercore Inc. Common Shareholders:				
Basic	\$ 2.40	\$ 3.45	\$ 6.42	\$ 6.94
Diluted	\$ 2.33	\$ 3.21	\$ 6.13	\$ 6.46

See Notes to Unaudited Condensed Consolidated Financial Statements.

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Net Income	\$ 109,894	\$ 163,929	\$ 286,988	\$ 329,480
Other Comprehensive Income (Loss), net of tax:				
Unrealized Gain on Securities and Investments, net	304	453	307	495
Foreign Currency Translation Adjustment Gain (Loss), net	(18,519)	886	(21,539)	2,439
Other Comprehensive Income (Loss)	(18,215)	1,339	(21,232)	2,934
Comprehensive Income	91,679	165,268	265,756	332,414
Comprehensive Income Attributable to Noncontrolling Interest	12,593	23,739	31,398	45,172
Comprehensive Income Attributable to Evercore Inc.	\$ 79,086	\$ 141,529	\$ 234,358	\$ 287,242

See Notes to Unaudited Condensed Consolidated Financial Statements.

EVERCORE INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(UNAUDITED)

(dollars in thousands, except share data)

For the Three Months Ended June 30, 2022									
	Class A Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock		Noncontrolling Interest	Total Equity
	Shares	Dollars				Shares	Dollars		
Balance at March 31, 2022	79,460,450	\$ 795	\$ 2,679,900	\$ (14,830)	\$ 1,544,765	(38,891,974)	\$ (2,800,593)	\$ 177,632	\$ 1,587,669
Net Income	—	—	—	—	95,627	—	—	14,267	109,894
Other Comprehensive Income (Loss)	—	—	—	(16,541)	—	—	—	(1,674)	(18,215)
Treasury Stock Purchases	—	—	—	—	—	(1,568,711)	(172,494)	—	(172,494)
Evercore LP Units Exchanged for Class A Common Stock	26,200	—	1,655	—	—	—	—	(1,530)	125
Equity-based Compensation Awards	111,113	1	64,690	—	—	—	—	6,308	70,999
Dividends	—	—	—	—	(32,416)	—	—	—	(32,416)
Noncontrolling Interest (Note 12)	—	—	—	—	—	—	—	(24,853)	(24,853)
Balance at June 30, 2022	<u>79,597,763</u>	<u>\$ 796</u>	<u>\$ 2,746,245</u>	<u>\$ (31,371)</u>	<u>\$ 1,607,976</u>	<u>(40,460,685)</u>	<u>\$ (2,973,087)</u>	<u>\$ 170,150</u>	<u>\$ 1,520,709</u>

For the Six Months Ended June 30, 2022									
	Class A Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock		Noncontrolling Interest	Total Equity
	Shares	Dollars				Shares	Dollars		
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	—	—	—	—	253,643	—	—	33,345	286,988
Other Comprehensive Income (Loss)	—	—	—	(19,285)	—	—	—	(1,947)	(21,232)
Treasury Stock Purchases	—	—	—	—	—	(3,559,827)	(427,635)	—	(427,635)
Evercore LP Units Exchanged for Class A Common Stock	2,572,605	26	163,689	—	—	—	—	(159,307)	4,408
Equity-based Compensation Awards	2,220,870	22	125,138	—	—	—	—	12,529	137,689
Dividends	—	—	—	—	(64,049)	—	—	—	(64,049)
Noncontrolling Interest (Note 12)	—	—	(1,361)	—	—	—	—	(29,380)	(30,741)
Balance at June 30, 2022	<u>79,597,763</u>	<u>\$ 796</u>	<u>\$ 2,746,245</u>	<u>\$ (31,371)</u>	<u>\$ 1,607,976</u>	<u>(40,460,685)</u>	<u>\$ (2,973,087)</u>	<u>\$ 170,150</u>	<u>\$ 1,520,709</u>

For the Three Months Ended June 30, 2021									
	Class A Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock		Noncontrolling Interest	Total Equity
	Shares	Dollars				Shares	Dollars		
Balance at March 31, 2021	74,521,960	\$ 745	\$ 2,322,421	\$ (8,397)	\$ 914,120	(33,385,488)	\$ (2,059,581)	\$ 265,089	\$ 1,434,397
Net Income	—	—	—	—	140,359	—	—	23,570	163,929
Other Comprehensive Income	—	—	—	1,170	—	—	—	169	1,339
Treasury Stock Purchases	—	—	—	—	—	(1,367,984)	(189,952)	—	(189,952)
Evercore LP Units Exchanged for Class A Common Stock	20,550	—	1,555	—	—	—	—	(1,033)	522
Equity-based Compensation Awards	45,673	1	59,749	—	—	—	—	3,011	62,761
Dividends	—	—	—	—	(31,219)	—	—	—	(31,219)
Noncontrolling Interest (Note 12)	—	—	—	—	—	—	—	(16,510)	(16,510)
Balance at June 30, 2021	<u>74,588,183</u>	<u>\$ 746</u>	<u>\$ 2,383,725</u>	<u>\$ (7,227)</u>	<u>\$ 1,023,260</u>	<u>(34,753,472)</u>	<u>\$ (2,249,533)</u>	<u>\$ 274,296</u>	<u>\$ 1,425,267</u>

For the Six Months Ended June 30, 2021									
	Class A Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Treasury Stock		Noncontrolling Interest	Total Equity
	Shares	Dollars				Shares	Dollars		
Balance at December 31, 2020	72,195,283	\$ 722	\$ 2,266,136	\$ (9,758)	\$ 798,573	(31,445,058)	\$ (1,824,727)	\$ 258,428	\$ 1,489,374
Net Income	—	—	—	—	284,711	—	—	44,769	329,480
Other Comprehensive Income	—	—	—	2,531	—	—	—	403	2,934
Treasury Stock Purchases	—	—	—	—	—	(3,308,414)	(424,806)	—	(424,806)
Evercore LP Units Exchanged for Class A Common Stock	140,693	1	8,766	—	—	—	—	(6,747)	2,020
Equity-based Compensation Awards	2,252,207	23	111,649	—	—	—	—	6,107	117,779
Dividends	—	—	—	—	(60,024)	—	—	—	(60,024)
Noncontrolling Interest (Note 12)	—	—	(2,826)	—	—	—	—	(28,664)	(31,490)
Balance at June 30, 2021	<u>74,588,183</u>	<u>\$ 746</u>	<u>\$ 2,383,725</u>	<u>\$ (7,227)</u>	<u>\$ 1,023,260</u>	<u>(34,753,472)</u>	<u>\$ (2,249,533)</u>	<u>\$ 274,296</u>	<u>\$ 1,425,267</u>

See Notes to Unaudited Condensed Consolidated Financial Statements.

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

	For the Six Months Ended June 30,	
	2022	2021
Cash Flows From Operating Activities		
Net Income	\$ 286,988	\$ 329,480
Adjustments to Reconcile Net Income to Net Cash Provided by (Used In) Operating Activities:		
Net (Gains) Losses on Investments, Investment Securities and Contingent Consideration	28,678	(22,193)
Equity Method Investments, Including Gain on Sale	3,968	5,038
Equity-Based and Other Deferred Compensation	238,641	202,186
Noncash Lease Expense	18,760	20,311
Depreciation, Amortization and Accretion	14,386	14,129
Bad Debt Expense	1,503	(1,766)
Deferred Taxes	(8,369)	3,982
Decrease (Increase) in Operating Assets:		
Investment Securities	(528)	(1,946)
Accounts Receivable	21,713	42,638
Receivable from Employees and Related Parties	3,917	4,558
Other Assets	(67,406)	(20,482)
(Decrease) Increase in Operating Liabilities:		
Accrued Compensation and Benefits	(705,445)	(359,317)
Accounts Payable and Accrued Expenses	5,865	6,001
Payables to Employees and Related Parties	25,801	23,791
Taxes Payable	(16,531)	(10,537)
Other Liabilities	(20,561)	(121,415)
Net Cash Provided by (Used In) Operating Activities	(168,620)	114,458
Cash Flows From Investing Activities		
Investments Purchased	—	(1,355)
Proceeds from Redemption of G5 Debt Security in 2021 and Sale of Investments in 2022	18,300	11,779
Distributions of Private Equity Investments	27	171
Investment Securities:		
Proceeds from Sales and Maturities of Investment Securities	1,703,871	992,836
Purchases of Investment Securities	(1,078,819)	(852,579)
Maturity of Certificates of Deposit	138,305	—
Purchase of Certificates of Deposit	(154,640)	(122,510)
Purchase of Furniture, Equipment and Leasehold Improvements	(11,449)	(16,374)
Net Cash Provided by Investing Activities	615,595	11,968
Cash Flows From Financing Activities		
Issuance of Noncontrolling Interests	300	1,107
Distributions to Noncontrolling Interests	(32,541)	(29,642)
Payment of Notes Payable	(67,000)	(38,000)
Issuance of Notes Payable	67,000	38,000
Debt Issuance Costs and Make-Whole Amount	(1,641)	(355)
Purchase of Treasury Stock and Noncontrolling Interests	(457,068)	(423,188)
Dividends	(70,868)	(65,139)
Net Cash Provided by (Used in) Financing Activities	(561,818)	(517,217)
Effect of Exchange Rate Changes on Cash	(19,056)	3,558
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	(133,899)	(387,233)
Cash, Cash Equivalents and Restricted Cash – Beginning of Period	587,293	838,224
Cash, Cash Equivalents and Restricted Cash – End of Period	\$ 453,394	\$ 450,991
SUPPLEMENTAL CASH FLOW DISCLOSURE		
Payments for Interest	\$ 9,164	\$ 8,912
Payments for Income Taxes	\$ 140,187	\$ 70,772
Accrued Dividends	\$ 8,362	\$ 7,096
Settlement of Sale of Trilantic VI	\$ 9,188	\$ —
Receipt of Equity Securities in Settlement of Accounts Receivable	\$ —	\$ 1,955
Debt Issuance Costs Accrued	\$ 185	\$ —

See Notes to Unaudited Condensed Consolidated Financial Statements.

EVERCORE INC.
NOTES TO UNAUDITED CONDENSED 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 segment includes the advisory 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 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 secondary transactions for private funds interests, as well as on primary and secondary transactions for real estate oriented financial sponsors and private equity interests. The Investment Banking business also includes the Evercore ISI business through which the Company offers macroeconomic, policy and fundamental equity research and agency-based equity securities trading for institutional investors.

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.

Note 2 – Significant Accounting Policies

For a further discussion of the Company's accounting policies, refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.

Basis of Presentation – The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with the instructions to Form 10-Q. As permitted by the rules and regulations of the United States Securities and Exchange Commission, the unaudited condensed consolidated financial statements contain certain condensed financial information and exclude certain footnote disclosures normally included in audited consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The accompanying condensed consolidated financial statements are unaudited and are prepared in accordance with U.S. GAAP. In the opinion of the Company's management, the accompanying unaudited condensed consolidated financial statements contain all adjustments, including normal recurring accruals, necessary to fairly present the accompanying unaudited condensed consolidated financial statements. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's annual report on Form 10-K for the year ended December 31, 2021. The December 31, 2021 Unaudited Condensed Consolidated Statement of Financial Condition data was derived from audited consolidated financial statements, but does not include all disclosures required by U.S. GAAP. Operating results for interim periods are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2022.

The accompanying unaudited condensed 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

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

in Note 24 to the Company's consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2021.

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") and Evercore Partners Canada Ltd. ("Evercore Canada") are also VIEs, and the Company is the primary beneficiary of these VIEs. Specifically for Evercore ISI U.K., Evercore Japan, Evercore Beijing and Evercore Canada, 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 Unaudited Condensed Consolidated Statements of Financial Condition Evercore ISI U.K., Evercore U.K., Evercore Japan, Evercore Beijing and Evercore Canada assets of \$520,319 and liabilities of \$203,531 at June 30, 2022 and assets of \$446,736 and liabilities of \$260,426 at December 31, 2021.

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

Note 3 – Recent Accounting Pronouncements

ASU 2020-06 – In August 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2020-06, "Accounting for Convertible Instruments and Contracts in an Entity's Own Equity" ("ASU 2020-06"). ASU 2020-06 provides amendments to reduce the number of models used to account for convertible instruments and to simplify the accounting for contracts in an entity's own equity. ASU 2020-06 also provides amendments to diluted earnings per share calculations, which require entities to use the if-converted method for convertible instruments and to include the effect of potential share settlement from instruments that may be settled in cash or in shares. The amendments in this update are effective during interim and annual periods beginning after December 15, 2021, with early adoption permitted. The amendments should be applied using a modified or full retrospective transition method. The Company adopted ASU 2020-06 on January 1, 2022. The adoption of ASU 2020-06 did not have a material impact 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 three and six months ended June 30, 2022 and 2021:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Investment Banking:				
Advisory Fees	\$ 576,245	\$ 560,814	\$ 1,200,809	\$ 1,072,732
Underwriting Fees	13,516	48,048	49,822	127,305
Commissions and Related Revenue	52,485	50,725	103,383	104,251
Total Investment Banking	\$ 642,246	\$ 659,587	\$ 1,354,014	\$ 1,304,288
Investment Management:				
Asset Management and Administration Fees:				
Wealth Management	\$ 15,968	\$ 16,183	\$ 33,083	\$ 31,132
Total Investment Management	\$ 15,968	\$ 16,183	\$ 33,083	\$ 31,132

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 six months ended June 30, 2022 and 2021 are as follows:

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

	For the Six Months Ended June 30, 2022					
	Receivables (Current) ⁽¹⁾	Receivables (Long-term) ⁽²⁾	Contract Assets (Current) ⁽³⁾	Contract Assets (Long-term) ⁽²⁾	Deferred Revenue (Current Contract Liabilities) ⁽⁴⁾	Deferred Revenue (Long-term Contract Liabilities) ⁽⁵⁾
Balance at January 1, 2022	\$ 351,668	\$ 87,764	\$ 14,092	\$ 12,945	\$ 9,257	\$ 147
Increase (Decrease)	(33,678)	(24,418)	51,177	(11,407)	366	—
Balance at June 30, 2022	<u>\$ 317,990</u>	<u>\$ 63,346</u>	<u>\$ 65,269</u>	<u>\$ 1,538</u>	<u>\$ 9,623</u>	<u>\$ 147</u>

	For the Six Months Ended June 30, 2021					
	Receivables (Current) ⁽¹⁾	Receivables (Long-term) ⁽²⁾	Contract Assets (Current) ⁽³⁾	Contract Assets (Long-term) ⁽²⁾	Deferred Revenue (Current Contract Liabilities) ⁽⁴⁾	Deferred Revenue (Long-term Contract Liabilities) ⁽⁵⁾
Balance at January 1, 2021	\$ 368,346	\$ 70,975	\$ 29,327	\$ 5,283	\$ 9,373	\$ 147
Increase (Decrease)	(39,803)	5,011	25,438	1,380	2,280	—
Balance at June 30, 2021	<u>\$ 328,543</u>	<u>\$ 75,986</u>	<u>\$ 54,765</u>	<u>\$ 6,663</u>	<u>\$ 11,653</u>	<u>\$ 147</u>

(1) Included in Accounts Receivable on the Unaudited Condensed Consolidated Statements of Financial Condition.

(2) Included in Other Assets on the Unaudited Condensed Consolidated Statements of Financial Condition.

(3) Included in Other Current Assets on the Unaudited Condensed Consolidated Statements of Financial Condition.

(4) Included in Other Current Liabilities on the Unaudited Condensed Consolidated Statements of Financial Condition.

(5) Included in Other Long-term Liabilities on the Unaudited Condensed 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 Accounting Standards Codification ("ASC") 606, "Revenue from Contracts with Customers" ("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 \$6,297 and \$10,505 on the Unaudited Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2022, respectively, and \$5,609 and \$8,076 for the three and six months ended June 30, 2021, respectively, that was initially included in deferred revenue within Other Current Liabilities on the Company's Unaudited Condensed 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.

The allowance for credit losses for the three and six months ended June 30, 2022 and 2021 is as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Beginning Balance	\$ 2,054	\$ 2,017	\$ 2,704	\$ 5,372
Bad debt expense, net of reversals	2,022	(28)	1,503	(1,766)
Write-offs, foreign currency translation and other adjustments	(2,629)	154	(2,760)	(1,463)
Ending Balance	<u>\$ 1,447</u>	<u>\$ 2,143</u>	<u>\$ 1,447</u>	<u>\$ 2,143</u>

The change in the balance during the three and six months ended June 30, 2022 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 from the Company's private and secondary fund advisory businesses as of June 30, 2022, by year of origination:

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

	Amortized Carrying Value by Origination Year						
	2022	2021	2020	2019	2018	Prior	Total
Long-term Accounts Receivable and Long-Term Contract Assets	\$ 6,753	\$ 37,739	\$ 16,865	\$ 3,527	\$ —	\$ —	\$ 64,884

Note 5 – Related Parties

Investment Banking Revenue includes advisory 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 \$4,251 and \$7,111 for the three and six months ended June 30, 2022, respectively, and \$16,052 and \$23,087 for the three and six months ended June 30, 2021, respectively.

Other Assets on the Unaudited Condensed Consolidated Statements of Financial Condition includes the long-term portion of loans receivable from certain employees of \$21,694 and \$20,397 as of June 30, 2022 and December 31, 2021, respectively. See Note 14 for further information.

Note 6 – Investment Securities and Certificates of Deposit

The Company's Investment Securities and Certificates of Deposit as of June 30, 2022 and December 31, 2021 were as follows:

	June 30, 2022				December 31, 2021			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Debt Securities	\$ 462,544	\$ 346	\$ —	\$ 462,890	\$ 706,826	\$ 37	\$ 16	\$ 706,847
Equity Securities	558	—	147	411	666	193	—	859
Debt Securities Carried by EGL	389,290	570	—	389,860	784,813	43	14	784,842
Investment Funds	143,276	358	9,658	133,976	111,682	39,191	—	150,873
Total Investment Securities (carried at fair value)	\$ 995,668	\$ 1,274	\$ 9,805	\$ 987,137	\$ 1,603,987	\$ 39,464	\$ 30	\$ 1,643,421
Certificates of Deposit (carried at contract value)				148,563				141,218
Total Investment Securities and Certificates of Deposit				<u>\$ 1,135,700</u>				<u>\$ 1,784,639</u>

Scheduled maturities of the Company's available-for-sale debt securities as of June 30, 2022 and December 31, 2021 were as follows:

	June 30, 2022		December 31, 2021	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due within one year	\$ 462,544	\$ 462,890	\$ 706,826	\$ 706,847
Total	<u>\$ 462,544</u>	<u>\$ 462,890</u>	<u>\$ 706,826</u>	<u>\$ 706,847</u>

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. Treasuries, and the Company has not incurred credit losses on its securities. As such, the Company does not consider these securities to be impaired at June 30, 2022 and has not recorded a credit allowance on these securities.

Debt Securities

Debt Securities are classified as available-for-sale securities within Investment Securities and Certificates of Deposit on the Unaudited Condensed Consolidated Statements of Financial Condition. These securities are stated at fair value with unrealized gains and losses included in Accumulated Other Comprehensive Income (Loss) and realized gains and losses

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

included in earnings. The Company had net realized losses of (\$34) for the six months ended June 30, 2022 and (\$11) for the six months ended June 30, 2021.

Equity Securities

Equity Securities are carried at fair value with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Unaudited Condensed Consolidated Statements of Operations. The Company had net realized and unrealized gains (losses) of (\$459) and (\$448) for the three and six months ended June 30, 2022, respectively, and (\$267) and \$1,860 for the three and six months ended June 30, 2021, respectively.

Debt Securities Carried by EGL

EGL invests in a fixed income portfolio consisting primarily of U.S. Treasury bills. These securities are carried at fair value, with changes in fair value recorded in Other Revenue, Including Interest and Investments, on the Unaudited Condensed Consolidated Statements of Operations, as required for broker-dealers in securities. The Company had net realized and unrealized gains (losses) of \$507 and \$528 for the three and six months ended June 30, 2022, respectively, and (\$4) and (\$9) for the three and six months ended June 30, 2021, 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 14 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 Unaudited Condensed Consolidated Statements of Operations. The Company had net realized and unrealized gains (losses) of (\$26,353) and (\$31,516) for the three and six months ended June 30, 2022, respectively, and \$9,774 and \$16,002 for the three and six months ended June 30, 2021, respectively.

Certificates of Deposit

At June 30, 2022 and December 31, 2021, the Company held certificates of deposit of \$148,563 and \$141,218, respectively, with certain banks with original maturities of four months or less when purchased.

Note 7 – Investments

The Company's investments reported on the Unaudited Condensed Consolidated Statements of Financial Condition consist of investments in unconsolidated affiliated companies, other investments in private equity partnerships, equity securities in private companies and investments in G5 Holdings S.A. ("G5") (through June 25, 2021), Glisco Manager Holdings LP and Trilantic Capital Partners ("Trilantic"). The Company's investments are relatively high-risk and illiquid assets.

The Company's investments in ABS Investment Management Holdings, LP and ABS Investment Management GP LLC (collectively, "ABS"), Atalanta Sosnoff Capital, LLC ("Atalanta Sosnoff"), Luminis Partners ("Luminis") and Seneca Advisors LTDA ("Seneca Evercore") 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 Unaudited Condensed Consolidated Statements of Operations.

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 Unaudited Condensed Consolidated Statements of Operations.

Equity Method Investments

A summary of the Company's investments accounted for under the equity method of accounting as of June 30, 2022 and December 31, 2021 was as follows:

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

	June 30, 2022	December 31, 2021
ABS	\$ 18,986	\$ 40,977
Atalanta Sosnoff	10,865	10,948
Luminis	5,757	6,158
Seneca Evercore	448	507
Total	\$ 36,056	\$ 58,590

ABS

On December 29, 2011, the Company made an investment accounted for under the equity method of accounting in ABS Investment Management, LLC. Effective as of September 1, 2018, ABS Investment Management, LLC underwent an internal reorganization pursuant to which the Company contributed its ownership interest in ABS Investment Management, LLC to ABS in exchange for ownership interests in ABS Investment Management Holdings LP and ABS Investment Management GP LLC. Taken together, the ownership interests in ABS Investment Management Holdings LP and ABS Investment Management GP LLC were substantially equivalent to the contributed ownership interests in ABS Investment Management, LLC.

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 six months ended June 30, 2022, included within Other Revenue, Including Interest and Investments, on the Unaudited Condensed Consolidated Statement of Operations.

At June 30, 2022, the Company's ownership interest in ABS was 26%. This investment resulted in earnings of \$1,171 and \$2,370 for the three and six months ended June 30, 2022, respectively, and \$2,295 and \$4,490 for the three and six months ended June 30, 2021, respectively, included within Income from Equity Method Investments on the Unaudited Condensed Consolidated Statements of Operations.

Atalanta Sosnoff

On December 31, 2015, the Company amended the Operating Agreement with Atalanta Sosnoff and deconsolidated its assets and liabilities, accounting for its interest under the equity method of accounting from that date forward. At June 30, 2022, the Company's ownership interest in Atalanta Sosnoff was 49%. This investment resulted in earnings of \$939 and \$1,878 for the three and six months ended June 30, 2022, respectively, and \$550 and \$1,210 for the three and six months ended June 30, 2021, respectively, included within Income from Equity Method Investments on the Unaudited Condensed Consolidated Statements of Operations.

Luminis

On January 1, 2017, the Company acquired an interest in Luminis and accounted for its interest under the equity method of accounting. At June 30, 2022, the Company's ownership interest in Luminis was 20%. This investment resulted in earnings of \$102 and \$390 for the three and six months ended June 30, 2022, respectively, and \$549 and \$718 for the three and six months ended June 30, 2021, respectively, included within Income from Equity Method Investments on the Unaudited Condensed Consolidated Statements of Operations. This investment is subject to currency translation from the Australian dollar to the U.S. dollar, included in Accumulated Other Comprehensive Income (Loss), on the Unaudited Condensed Consolidated Statements of Financial Condition.

Seneca Evercore

On July 7, 2021, the Company acquired a 20% interest in Seneca Evercore for \$500 and maintains proportional representation on the board of directors of Seneca Evercore (but not less than one director) following this transaction. The Company accounts for its interest under the equity method of accounting. This investment resulted in earnings of \$62 and \$148 for the three and six months ended June 30, 2022, respectively, included within Income from Equity Method Investments on the Unaudited Condensed Consolidated Statement 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 Unaudited Condensed Consolidated Statements of Financial Condition.

Other

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

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 \$79 for each of the three months ended June 30, 2022 and 2021 and \$158 for each of the six months ended June 30, 2022 and 2021.

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

Debt Security Investment

On December 31, 2017, the Company exchanged all of its outstanding equity interests in G5 for debentures of G5. The Company previously recorded its investment in G5 as a held-to-maturity debt security within Investments on the Unaudited Condensed Consolidated Statements of Financial Condition. These securities were mandatorily redeemable on December 31, 2027, or earlier, subject to the occurrence of certain events. The Company was accreting its investment to its redemption value ratably, or on an accelerated basis if certain revenue thresholds were met by G5, from December 31, 2017 to December 31, 2027. This investment was subject to currency translation from the Brazilian real to the U.S. dollar, included in Other Revenue, Including Interest and Investments, on the Unaudited Condensed Consolidated Statements of Operations. On June 25, 2021, G5 repaid its outstanding debentures with the Company in full, resulting in a gain of \$4,374, included in Other Revenue, Including Interest and Investments, on the Unaudited Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2021.

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"), Trilantic Capital Partners V, L.P. ("Trilantic V") and Trilantic Capital Partners VI (North America), L.P. ("Trilantic VI", through January 1, 2022). 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. Additionally, the Company reflects 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 June 30, 2022 and December 31, 2021 was as follows:

	June 30, 2022	December 31, 2021
Glisco II, Glisco III and Glisco IV	\$ 3,582	\$ 3,479
Trilantic IV, Trilantic V and Trilantic VI	2,658	12,210
Total Private Equity Funds	\$ 6,240	\$ 15,689

Net realized and unrealized gains (losses) on private equity fund investments were \$19 and (\$64) for the three and six months ended June 30, 2022, respectively, and (\$17) and \$22 for the three and six months ended June 30, 2021, respectively. In the event the funds perform poorly, the Company may be obligated to repay certain carried interest previously distributed. As of June 30, 2022, \$703 of previously distributed carried interest received from the funds was subject to repayment.

On December 14, 2021, the Company entered into an agreement to sell its interests in Trilantic VI for \$9,188. Consideration for this transaction was received in December 2021 and was reflected in Cash and Cash Equivalents and Other Current Liabilities on the Unaudited Condensed Consolidated Statement of Financial Condition at December 31, 2021. This transaction closed on January 1, 2022 and as of that date, the Company has no further commitments to invest in Trilantic VI.

General Partners of Private Equity Funds which are VIEs

Following the Glisco transaction, the Company 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

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

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 \$3,225 and \$3,408 included in its Unaudited Condensed Consolidated Statements of Financial Condition at June 30, 2022 and December 31, 2021, 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 June 30, 2022 and December 31, 2021 was \$5,524 and \$5,715, 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.

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 \$608 and \$676 as of June 30, 2022 and December 31, 2021, respectively, are accounted for at their cost minus impairment, if any, plus or minus changes resulting from observable price changes.

Following the Glisco transaction in 2016, the Company recorded an investment in Glisco Manager Holdings LP representing the fair value of the deferred consideration resulting from this transaction. This investment is accounted for at its cost minus impairment, if any, plus or minus changes resulting from observable price changes. The Company amortizes the balance of its investment as distributions are received related to the deferred consideration. This investment was fully amortized as of June 30, 2022 and had a balance of \$221 as of December 31, 2021.

Note 8 – 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. The lease terms 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 Unaudited Condensed Consolidated Statements of Operations includes operating lease cost for office space of \$12,769 and \$25,609 for the three and six months ended June 30, 2022, respectively, and \$12,334 and \$24,500 for the three and six months ended June 30, 2021, respectively, and variable lease cost, which principally include costs for real estate taxes, common area maintenance and other operating expenses, of \$1,744 and \$3,644 for the three and six months ended June 30, 2022, respectively, and \$1,766 and \$3,618 for the three and six months ended June 30, 2021, respectively.

In conjunction with the lease of office space, the Company has entered into letters of credit in the amount of \$5,616 as of June 30, 2022 and December 31, 2021, which are secured by cash that is included in Other Assets on the Unaudited Condensed 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 Unaudited Condensed Consolidated Statements of Operations includes operating lease cost for office equipment of \$1,258 and \$2,501 for the three and six months ended June 30, 2022, respectively, and \$1,144 and \$2,651 for the three and six months ended June 30, 2021, 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 \$30,201 and \$22,893 for the six months ended June 30, 2022 and 2021, respectively, related to its operating leases, which was net of cash received from lease incentives of \$332 and \$4,144 for the six months ended June 30, 2022 and 2021, respectively.

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

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
New Right-of-Use Assets obtained in exchange for new operating lease liabilities	\$ 1,585	\$ 12,327	\$ 7,192	\$ 14,211
			June 30, 2022	June 30, 2021
Weighted-average remaining lease term - operating leases			10.7 years	11.2 years
Weighted-average discount rate - operating leases			3.91 %	4.02 %

As of June 30, 2022, the maturities of the undiscounted operating lease liabilities for which the Company has commenced use are as follows:

2022 (July 1 through December 31)	\$ 29,804
2023	45,266
2024	37,153
2025	38,712
2026	38,497
Thereafter	216,888
Total lease payments	406,320
Less: Tenant Improvement Allowances	(5,949)
Less: Imputed Interest	(76,478)
Present value of lease liabilities	323,893
Less: Current lease liabilities	(45,120)
Long-term lease liabilities	\$ 278,773

In conjunction with the lease agreement to expand its headquarters at 55 East 52nd St., New York, New York, and lease agreements at certain other locations, the Company entered into leases for office space which have not yet commenced and thus are not yet included on the Company's Unaudited Condensed Consolidated Statements of Financial Condition as right-of-use assets and lease liabilities. The Company anticipates that it will take possession of these spaces by the end of 2023. These spaces will have lease terms of 3 to 13 years once the Company has taken possession. The additional future payments under these arrangements are \$230,009 as of June 30, 2022.

Note 9 – 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 treasury bills. 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

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

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.

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 June 30, 2022 and December 31, 2021:

	June 30, 2022			
	Level 1	Level 2	Level 3	Total
Debt Securities Carried by EGL	\$ 389,860	\$ —	\$ —	\$ 389,860
Other Debt and Equity Securities ⁽¹⁾	469,187	—	—	469,187
Investment Funds	133,976	—	—	133,976
Total Assets Measured At Fair Value	<u>\$ 993,023</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 993,023</u>

	December 31, 2021			
	Level 1	Level 2	Level 3	Total
Debt Securities Carried by EGL	\$ 784,842	\$ —	\$ —	\$ 784,842
Other Debt and Equity Securities ⁽¹⁾	710,706	—	—	710,706
Investment Funds	150,873	—	—	150,873
Total Assets Measured At Fair Value	<u>\$ 1,646,421</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1,646,421</u>

(1) Includes \$5,886 and \$3,000 of treasury bills and notes classified within Cash and Cash Equivalents on the Unaudited Condensed Consolidated Statements of Financial Condition as of June 30, 2022 and December 31, 2021, 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 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 Unaudited Condensed Consolidated Statements of Financial Condition, are listed in the tables below.

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

	Carrying Amount	June 30, 2022			
		Estimated Fair Value			
		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash and Cash Equivalents	\$ 438,420	\$ 438,420	\$ —	\$ —	\$ 438,420
Certificates of Deposit	148,563	—	148,563	—	148,563
Receivables ⁽¹⁾	381,336	—	379,522	—	379,522
Contract Assets ⁽²⁾	66,807	—	66,717	—	66,717
Receivable from Employees and Related Parties	21,207	—	21,207	—	21,207
Closely-held Equity Securities	608	—	—	608	608
Financial Liabilities:					
Accounts Payable and Accrued Expenses	\$ 38,224	\$ —	\$ 38,224	\$ —	\$ 38,224
Payable to Employees and Related Parties	56,436	—	56,436	—	56,436
Notes Payable	371,707	—	369,191	—	369,191

	Carrying Amount	December 31, 2021			
		Estimated Fair Value			
		Level 1	Level 2	Level 3	Total
Financial Assets:					
Cash and Cash Equivalents	\$ 575,317	\$ 575,317	\$ —	\$ —	\$ 575,317
Certificates of Deposit	141,218	—	141,218	—	141,218
Receivables ⁽¹⁾	439,432	—	436,749	—	436,749
Contract Assets ⁽²⁾	27,037	—	25,986	—	25,986
Receivable from Employees and Related Parties	25,208	—	25,208	—	25,208
Closely-held Equity Securities	676	—	—	676	676
Financial Liabilities:					
Accounts Payable and Accrued Expenses	\$ 31,633	\$ —	\$ 31,633	\$ —	\$ 31,633
Payable to Employees and Related Parties	58,876	—	58,876	—	58,876
Notes Payable	376,243	—	390,288	—	390,288

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

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

Note 10 – Notes Payable

2016 Private Placement Notes

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 5.23% Series B senior notes 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 (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.

Interest on the 2016 Private Placement Notes is payable semi-annually and the 2016 Private Placement Notes are guaranteed by certain of the Company's domestic subsidiaries. The Company may, at its option, prepay all, or from time to time

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

any part of, the 2016 Private Placement Notes (without regard to Series), in an amount not less than 5% of the aggregate principal amount of the 2016 Private Placement Notes 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 2016 Private Placement Notes will have the right to require the Company to prepay the entire unpaid principal amounts held by each holder of the 2016 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2016 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio, a minimum tangible net worth and a minimum interest coverage ratio, and customary events of default. As of June 30, 2022, the Company was in compliance with all of these covenants.

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 three and six months ended June 30, 2022, included within Special Charges, Including Business Realignment Costs, on the Unaudited Condensed Consolidated Statements of Operations.

2019 Private Placement Notes

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.

Interest on the 2019 Private Placement Notes is payable semi-annually and the 2019 Private Placement 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 2019 Private Placement Notes (without regard to Series), in an amount not less than 5% of the aggregate principal amount of the 2019 Private Placement Notes 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 2019 Private Placement Notes will have the right to require the Company to prepay the entire unpaid principal amounts held by each holder of the 2019 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2019 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio and a minimum tangible net worth, and customary events of default. As of June 30, 2022, the Company was in compliance with all of these covenants.

2021 Private Placement Notes

On March 29, 2021, the Company issued an aggregate of \$38,000 of senior notes, comprised of \$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.

Interest on the 2021 Private Placement Notes is payable semi-annually and the 2021 Private Placement 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 2021 Private Placement Notes, in an amount not less than 5% of the aggregate principal amount of the 2021 Private Placement Notes 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 2021 Private Placement Notes will have the right to require the Company to prepay the entire unpaid principal amounts held by each holder of the 2021 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2021 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio and a minimum tangible net worth, and customary events of default. As of June 30, 2022, the Company was in compliance with all of these covenants.

2022 Private Placement Notes

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

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.

Interest on the 2022 Private Placement Notes is payable semi-annually and the 2022 Private Placement 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 2022 Private Placement Notes, in an amount not less than 5% of the aggregate principal amount of the 2022 Private Placement Notes 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 2022 Private Placement Notes will have the right to require the Company to prepay the entire unpaid principal amounts held by each holder of the 2022 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2022 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio and a minimum tangible net worth, and customary events of default. As of June 30, 2022, the Company was in compliance with all of these covenants.

Notes Payable is comprised of the following as of June 30, 2022 and December 31, 2021:

Note	Maturity Date	Effective Annual Interest Rate	Carrying Value ^(a)	
			June 30, 2022	December 31, 2021
Evercore Inc. 5.23% Series B Senior Notes	3/30/2023	5.44 %	\$ —	\$ 66,829
Evercore Inc. 5.48% Series C Senior Notes	3/30/2026	5.64 %	47,740	47,710
Evercore Inc. 5.58% Series D Senior Notes	3/30/2028	5.72 %	16,883	16,874
Evercore Inc. 4.34% Series E Senior Notes	8/1/2029	4.46 %	74,442	74,407
Evercore Inc. 4.44% Series F Senior Notes	8/1/2031	4.55 %	59,523	59,500
Evercore Inc. 4.54% Series G Senior Notes	8/1/2033	4.64 %	39,667	39,655
Evercore Inc. 3.33% Series H Senior Notes	8/1/2033	3.42 %	30,188	33,564
Evercore Inc. 1.97% Series I Senior Notes	8/1/2025	2.20 %	37,744	37,704
Evercore Inc. 4.61% Series J Senior Notes	11/15/2028	5.02 %	65,520	—
Total			<u>\$ 371,707</u>	<u>\$ 376,243</u>

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

Note 11 – Evercore Inc. Stockholders' Equity

Dividends – The Company's Board of Directors declared on July 26, 2022, a quarterly cash dividend of \$0.72 per share, to the holders of record of shares of Class A common stock ("Class A Shares") as of August 26, 2022, which will be paid on September 9, 2022. During the three and six months ended June 30, 2022, the Company declared and paid dividends of \$0.72 and \$1.40 per share, respectively, totaling \$28,182 and \$55,687, respectively, and accrued deferred cash dividends on unvested restricted stock units ("RSUs") totaling \$4,234 and \$8,362, respectively. The Company also paid deferred cash dividends of \$1,067 and \$15,181 during the three and six months ended June 30, 2022, respectively. During the three and six months ended June 30, 2021, the Company declared and paid dividends of \$0.68 and \$1.29 per share, respectively, totaling \$27,534 and \$52,928, respectively, and accrued deferred cash dividends on unvested RSUs totaling \$3,685 and \$7,096, respectively. The Company also paid deferred cash dividends of \$191 and \$12,211 during the three and six months ended June 30, 2021, respectively.

Treasury Stock – During the three months ended June 30, 2022, the Company purchased 57 Class A Shares from employees at an average cost per share of \$110.92, primarily for the net settlement of stock-based compensation awards, and 1,512 Class A Shares at an average cost per share of \$109.92 pursuant to the Company's share repurchase program. The aggregate 1,569 Class A Shares were purchased at an average cost per share of \$109.96, and the result of these purchases was an increase in Treasury Stock of \$172,494 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022.

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

During the six months ended June 30, 2022, the Company purchased 972 Class A Shares from employees at an average cost per share of \$127.99, primarily for the net settlement of stock-based compensation awards, and 2,588 Class A Shares at an average cost per share of \$117.18 pursuant to the Company's share repurchase program. The aggregate 3,560 Class A Shares were purchased at an average cost per share of \$120.13, and the result of these purchases was an increase in Treasury Stock of \$427,635 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022.

LP Units – During the three and six months ended June 30, 2022, 26 and 2,573 Evercore LP partnership units ("LP Units"), respectively, were exchanged for Class A Shares, resulting in an increase to Class A Common Stock of \$26 for the six months ended June 30, 2022, and an increase to Additional Paid-In-Capital of \$1,530 and \$159,281 for the three and six months ended June 30, 2022, respectively, on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022. See Note 12 for further information.

Accumulated Other Comprehensive Income (Loss) – As of June 30, 2022, Accumulated Other Comprehensive Income (Loss) on the Company's Unaudited Condensed 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 (\$5,262) and (\$26,109), respectively.

Note 12 – Noncontrolling Interest

Noncontrolling Interest recorded in the unaudited condensed 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.

Subsidiary:	June 30,	
	2022	2021
Evercore LP	6 %	11 %
Evercore Wealth Management ("EWM") ⁽¹⁾	25 %	25 %
Real Estate Capital Advisory ("RECA") ⁽²⁾	— %	38 %

(1) Noncontrolling Interests represent a blended rate for multiple classes of interests in EWM.

(2) Noncontrolling Interests represent the Class R Interests of Private Capital Advisory L.P.

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

During the period January 1, 2023 through December 31, 2023, the Company has the option to purchase, at fair value, a portion of the outstanding EWM Class A Units such that the noncontrolling interest holders would continue to hold no less than 25% of the outstanding units following the transaction. This transaction may be settled in cash, Evercore LP Units or Class A shares of the Company, at the Company's discretion. If the Company has not exercised its option prior to the end of the option period, or the noncontrolling interest holders continue to hold greater than 25% of the outstanding units following the transaction, the noncontrolling interest holders may exchange their interests for Evercore LP Units, at fair value, sufficient to reduce their outstanding interest to 25%. As of June 30, 2022, the EWM members held 25% of the outstanding EWM Units.

Changes in Noncontrolling Interest for the three and six months ended June 30, 2022 and 2021 were as follows:

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Beginning balance	\$ 177,632	\$ 265,089	\$ 314,910	\$ 258,428
Comprehensive Income:				
Net Income Attributable to Noncontrolling Interest	14,267	23,570	33,345	44,769
Other Comprehensive Income (Loss)	(1,674)	169	(1,947)	403
Total Comprehensive Income	12,593	23,739	31,398	45,172
Evercore LP Units Exchanged for Class A Shares	(1,530)	(1,033)	(159,307)	(6,747)
Amortization and Vesting of LP Units	6,308	3,011	12,529	6,107
Other Items:				
Distributions to Noncontrolling Interests	(24,853)	(16,748)	(29,593)	(29,642)
Issuance of Noncontrolling Interest	—	238	300	1,345
Purchase of Noncontrolling Interest	—	—	(87)	(367)
Total Other Items	(24,853)	(16,510)	(29,380)	(28,664)
Ending balance	\$ 170,150	\$ 274,296	\$ 170,150	\$ 274,296

Other Comprehensive Income – Other Comprehensive Income (Loss) Attributed to Noncontrolling Interest includes unrealized gains on securities and investments, net, of \$28 for the three and six months ended June 30, 2022 and \$62 and \$68 for the three and six months ended June 30, 2021, respectively, and foreign currency translation adjustment gains (losses), net, of (\$1,702) and (\$1,975) for the three and six months ended June 30, 2022, respectively, and \$107 and \$335 for the three and six months ended June 30, 2021, respectively.

LP Units Exchanged – 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 limited partnership units of Evercore LP ("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.

During the three and six months ended June 30, 2022, an aggregate of 26 and 2,573 LP Units, respectively, were exchanged for Class A Shares, including the Class E LP Units described above. These exchanges resulted in a decrease to Noncontrolling Interest of \$1,530 and \$159,307 for the three and six months ended June 30, 2022, respectively, an increase to Additional-Paid-In-Capital of \$1,530 and \$159,281 for the three and six months ended June 30, 2022, respectively, and an increase to Class A Common Stock of \$26 for the six months ended June 30, 2022 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022. See Note 11 for further information.

Interests Issued – During the first quarter of 2021, certain employees of EWM purchased EWM Class A Units, at fair value, resulting in an increase to Noncontrolling Interest of \$975 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2021.

Interests Purchased – During the first quarter of 2022, the Company purchased, at fair value, an additional 0.4% of the EWM Class A Units for \$1,448, which was settled in cash during the three months ended June 30, 2022. This purchase resulted in a decrease to Noncontrolling Interest of \$87 and a decrease to Additional-Paid-In-Capital of \$1,361 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022.

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

During the first quarter of 2021, the Company purchased, at fair value, an additional 1% of the EWM Class A Units for \$3,170, which was settled in cash during the three months ended June 30, 2021. This purchase resulted in a decrease to Noncontrolling Interest of \$344 and a decrease to Additional Paid-In-Capital of \$2,826 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2021.

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 during the six months ended June 30, 2022, and contingent cash consideration which will be settled in early 2024. As of June 30, 2022 and December 31, 2021, the fair value of the contingent consideration is \$17,309 and \$20,587, respectively, and is included within Other Long-term Liabilities on the Company's Unaudited Condensed Consolidated Statement of Financial Condition. The amount of contingent consideration to be paid is dependent on the RECA business achieving certain revenue performance targets. For the three and six months ended June 30, 2022, the Company recognized a reversal of expense of \$2,701 and \$3,278, respectively, within Other Operating Expenses on the Unaudited Condensed Consolidated Statements of Operations, related to the change in fair value of the contingent consideration. The fair value of the contingent consideration reflects the present value of the expected payment due based on the current expectation for the business meeting the revenue performance targets. This purchase resulted in a decrease to Noncontrolling Interest of \$7,137 and a decrease to Additional Paid-In-Capital of \$47,160 on the Company's Unaudited Condensed Consolidated Statement of Financial Condition on December 31, 2021. In conjunction with this transaction, the Company will also issue two separate payments in early 2023 and 2024, contingent on continued employment with the Company, and accordingly, will be treated as compensation expense for accounting purposes in the periods earned. These payments will also be dependent on the RECA business achieving certain revenue performance targets.

Note 13 – 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 three and six months ended June 30, 2022 and 2021 are described and presented below.

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Basic Net Income Per Share Attributable to Evercore Inc. Common Shareholders				
Numerator:				
Net income attributable to Evercore Inc. common shareholders	\$ 95,627	\$ 140,359	\$ 253,643	\$ 284,711
Denominator:				
Weighted average Class A Shares outstanding, including vested RSUs	39,834	40,667	39,507	41,010
Basic net income per share attributable to Evercore Inc. common shareholders	\$ 2.40	\$ 3.45	\$ 6.42	\$ 6.94
Diluted Net Income Per Share Attributable to Evercore Inc. Common Shareholders				
Numerator:				
Net income attributable to Evercore Inc. common shareholders	\$ 95,627	\$ 140,359	\$ 253,643	\$ 284,711
Noncontrolling interest related to the assumed exchange of LP Units for Class A Shares	(a)	(a)	(a)	(a)
Associated corporate taxes related to the assumed elimination of Noncontrolling Interest described above	(a)	(a)	(a)	(a)
Diluted net income attributable to Evercore Inc. common shareholders	\$ 95,627	\$ 140,359	\$ 253,643	\$ 284,711
Denominator:				
Weighted average Class A Shares outstanding, including vested RSUs	39,834	40,667	39,507	41,010
Assumed exchange of LP Units for Class A Shares ^(a)	—	—	—	—
Additional shares of the Company's common stock assumed to be issued pursuant to non-vested RSUs, as calculated using the Treasury Stock Method	1,146	2,514	1,631	2,563
Shares that are contingently issuable ^(b)	128	480	257	480
Diluted weighted average Class A Shares outstanding	41,108	43,661	41,395	44,053
Diluted net income per share attributable to Evercore Inc. common shareholders	\$ 2.33	\$ 3.21	\$ 6.13	\$ 6.46

(a) The Company has outstanding Class A and 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"), which give the holders the right to receive Class A Shares upon exchange on a one-for-one basis. During the three and six months ended June 30, 2022 and 2021, the Class A, E, I and K 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 2,656 and 3,296 for the three and six months ended June 30, 2022, respectively, and 4,848 and 4,887 for the three and six months ended June 30, 2021, 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 \$11,664 and \$26,731 for the three and six months ended June 30, 2022, respectively, and \$17,159 and \$34,170 for the three and six months ended June 30, 2021, 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.

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

(b) The Company previously had outstanding Class I-P units of Evercore LP ("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 of Evercore LP ("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. See Note 14 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 and Class K-P Units are included in diluted weighted average Class A Shares outstanding 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 units that were assumed to be converted to an equal number of Class A Shares for purposes of computing diluted net income per share attributable to Evercore Inc. common shareholders were 128 and 257 for the three and six months ended June 30, 2022, respectively, and 480 for each of the three and six months ended June 30, 2021.

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 14 – 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 six months ended June 30, 2022 and \$1,130 and \$2,366 for the three and six months ended June 30, 2021, respectively.

Class K-P Units – In November 2017, the Company awarded 64 Class K-P Units to an employee of the Company. These Class K-P Units converted into 80 Class K LP Units (which are exchangeable on a one-for-one basis to Class A Shares), upon the achievement of certain defined benchmark results relating to the employee's business and continued service through December 31, 2021.

In June 2019, the Company awarded 220 Class K-P Units to an employee of the Company. 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 relating to the employee's business and continued service through February 4, 2023 for the first tranche, which consists of 120 Class K-P Units, and February 4, 2028 for the second tranche, which consists of 100 Class K-P Units.

In December 2021, the Company awarded 400 Class K-P Units to certain employees of the Company. 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 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 and service conditions.

These Class K-P Units in the aggregate may convert into a maximum of 1,180 Class K LP Units, contingent upon the achievement of certain defined benchmarks and continued service, as described above. The Company determined the grant date fair value of these awards probable to vest as of June 30, 2022 to be \$100,877, related to 946 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 \$6,308 and \$11,776 for the three and six months ended June 30, 2022, respectively, and \$1,881 and \$3,741 for the three and six months ended June 30, 2021, respectively.

Class L Interests – In April 2021, the Company's Board of Directors approved the issuance of Class L Interests in 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, which was paid in the first quarter of 2022. Distributions pursuant to these interests were 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 2021. Following the distribution, these Class L Interests were cancelled pursuant to their terms.

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

In January 2022, the Company issued 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 2023. The Company records expense related to these interests as part of its accrual for incentive compensation within Employee Compensation and Benefits on the Unaudited Condensed Consolidated Statements of Operations.

Stock Incentive Plan

During 2020, the Company's stockholders approved the Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (the "Amended 2016 Plan"). During the second quarter of 2022, the Company's stockholders approved the Second Amended and Restated 2016 Evercore Inc. Stock Incentive Plan (the "Second Amended 2016 Plan"), which amended the Amended 2016 Plan. The Second Amended 2016 Plan, among other things, authorizes an additional 6,500 shares of the Company's Class A Shares. The Second Amended 2016 Plan 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 Second Amended 2016 Plan and its predecessor plan. Class A Shares underlying any award granted under the Second 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 Second Amended 2016 Plan was 7,752 as of June 30, 2022.

The Company also grants, at its discretion, dividend equivalents, in the form of unvested RSU awards, or deferred cash dividends, concurrently with the payment of dividends to the holders of Class A Shares, on all unvested 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.

Equity Grants

During the six months ended June 30, 2022, pursuant to the above Stock Incentive Plans, the Company granted employees 2,886 RSUs that are Service-based Awards. Service-based Awards granted during the six months ended June 30, 2022 had grant date fair values of \$93.03 to \$137.59 per share, with an average value of \$124.56 per share, for an aggregate fair value of \$359,481, and generally vest ratably over four years. During the six months ended June 30, 2022, 2,194 Service-based Awards vested and 66 Service-based Awards were forfeited. Compensation expense related to Service-based Awards was \$67,597 and \$127,844 for the three and six months ended June 30, 2022, respectively, and \$58,054 and \$109,762 for the three and six months ended June 30, 2021, respectively.

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 \$123,729 of deferred cash awards pursuant to the deferred cash compensation program during the first quarter of 2022.

Compensation expense related to the Company's deferred cash compensation program was \$28,448 and \$58,985 for the three and six months ended June 30, 2022, respectively, and \$34,858 and \$65,747 for the three and six months ended June 30, 2021, respectively. As of June 30, 2022, the Company expects to pay an aggregate of \$302,255 related to the Company's deferred cash compensation program at various dates through 2026 and total compensation expense not yet recognized related to these awards was \$204,704. The weighted-average period over which this compensation cost is expected to be recognized is 26 months. Amounts due pursuant to this program are expensed over the service period of the award and are reflected in Accrued Compensation and Benefits on the Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022.

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 target payment amount of \$35,000, of which \$11,000 vested on March 1, 2019, \$6,000 vested on each of March 1, 2020, 2021 and 2022, and \$6,000 is scheduled to vest on March 1, 2023, provided that the Chief Executive Officer continues to remain employed through such vesting date, subject to

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

vesting upon specified termination events (including retirement, upon satisfying certain eligibility criteria, on or following May 1, 2019, subject to a six month prior written notice requirement) or a change in control. The Company had the discretion to increase (by an amount up to \$35,000) or decrease (by an amount up to \$8,750) the total amount payable under this award.

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 the first quarter of 2022, the Company granted \$19,861 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 \$4,507 and \$9,327 for the three and six months ended June 30, 2022, respectively, and \$2,180 and \$5,521 for the three and six months ended June 30, 2021, respectively.

Long-term Incentive Plan

The Company's Long-term Incentive Plan provides for incentive compensation awards to Advisory 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") and January 1, 2021 (the "2021 Long-term Incentive Plan", which was approved by the Company's Board of Directors in April 2021 and modified in July 2021). Remaining amounts due pursuant to the 2017 and 2021 Long-term Incentive Plans, which aggregate \$48,333 of current liabilities and \$56,736 of long-term liabilities on the Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022, are due to be paid, in cash or Class A Shares, at the Company's discretion, in the first quarter of 2023 (for the 2017 Long-term Incentive Plan), and in the first quarter of 2025, 2026 and 2027 (for the 2021 Long-term Incentive Plan), subject to employment at the time of payment. The performance period for the 2017 Long-term Incentive Plan ended on December 31, 2020. In conjunction with this plan, the Company distributed cash payments of \$3,940 in the six months ended June 30, 2022, and \$92,938 in the year ended December 31, 2021 (including the first cash distribution made in March 2021 pursuant to the 2017 Long-term Incentive Plan 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). Awards issued under the 2017 Long-term Incentive Plan are subject to retirement eligibility requirements after the performance criteria has been achieved. 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 \$13,977 and \$29,262 of compensation expense for the three and six months ended June 30, 2022, respectively, and \$8,209 and \$13,102 for the three and six months ended June 30, 2021, respectively.

As of June 30, 2022, the total remaining expense to be recognized for the 2017 Long-term Incentive Plan over the future vesting period ending March 15, 2023 is \$4,736. As of June 30, 2022, 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 \$189,890.

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, 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 \$7,987 and \$13,439 for the three and six months ended June 30, 2022, respectively, and \$6,296 and \$10,446 for the three and six months ended June 30, 2021, respectively. The remaining unamortized amount of these awards was \$42,024 as of June 30, 2022.

Separation and Transition Benefits

The following table presents the change in the Company's Termination Costs liability for the six months ended June 30, 2022 and 2021:

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

	For the Six Months Ended June 30,	
	2022	2021
Beginning Balance	\$ 675	\$ 4,589
Termination Costs Incurred	667	1,053
Cash Benefits Paid	(748)	(3,033)
Non-Cash Charges	(115)	(25)
Ending Balance	<u>\$ 479</u>	<u>\$ 2,584</u>

In addition to the above Termination Costs incurred, the Company also incurred expenses related to the acceleration of the amortization of share-based payments previously granted to affected employees of \$280 and \$694 for the three and six months ended June 30, 2022, respectively, (related to 10 RSUs) and \$1,663 and \$1,948 for the three and six months ended June 30, 2021, respectively, (related to 29 RSUs) recorded in Employee Compensation and Benefits, within the Investment Banking segment, on the Company's Unaudited Condensed Consolidated Statements of Operations.

Note 15 – Commitments and Contingencies

For a further discussion of the Company's commitments, refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2021.

Private Equity – As of June 30, 2022, the Company had unfunded commitments for capital contributions of \$2,704 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 – On June 24, 2016, Evercore Partners Services East L.L.C. ("East") entered into a loan agreement with PNC Bank, National Association ("PNC") for a revolving credit facility in an aggregate principal amount of up to \$30,000, to be used for working capital and other corporate activities. This facility is secured by East's accounts receivable and the proceeds therefrom, as well as certain assets of EGL, including certain of EGL's accounts receivable. 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 June 30, 2022. East amended this facility on October 29, 2021 such that, among other things, the interest rate provisions were LIBOR (or an applicable benchmark replacement) plus 150 basis points and the maturity date was extended to October 28, 2023 (as amended, the "Existing PNC Facility"). There were no drawings under this facility at June 30, 2022.

On July 26, 2019, East entered into an additional loan agreement with PNC for a revolving credit facility in an aggregate principal amount, as amended on October 30, 2020, of up to \$30,000, to be used for working capital and other corporate activities. This facility is unsecured. In addition, the agreement contains certain reporting requirements and debt covenants consistent with the Existing PNC Facility. The Company and its consolidated subsidiaries were in compliance with these covenants as of June 30, 2022. East amended this facility on October 29, 2021 such that, among other things, the revolving credit facility has increased to an aggregate principal amount of \$55,000. Drawings under this facility bear interest at LIBOR (or an applicable benchmark replacement) plus 180 basis points and the maturity date was extended to October 28, 2023. East is only permitted to borrow under this facility if there is no undrawn availability under the Existing PNC Facility and must repay indebtedness under this facility prior to repaying indebtedness under the Existing PNC Facility. There were no drawings under this facility at June 30, 2022.

On October 29, 2021, EGL entered into a subordinated revolving credit facility with PNC 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 Existing PNC Facility. Drawings under this facility will bear interest at LIBOR (or an applicable benchmark replacement) plus 180 basis points and the maturity date will be October 28, 2023, unless prepayment is otherwise approved earlier by FINRA. There were no drawings under this facility at June 30, 2022.

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

Other Commitments – The Company has 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. The Company's

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

consideration for this transaction included contingent cash consideration which will be settled in 2024. The contingent consideration has a fair value of \$17,309 as of June 30, 2022, and is included within Other Long-term Liabilities on the Unaudited Condensed Consolidated Statement of Financial Condition. The amount of contingent consideration to be paid is dependent on the RECA business achieving certain revenue performance targets. See Note 12 for further information.

The Company enters into commitments to pay contingent consideration related to certain of its acquisitions. The Company paid \$270 of its commitment for contingent consideration related to its acquisition of Kuna & Co, KG during the six months ended June 30, 2021. The contingent consideration was fully paid as of June 30, 2021.

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

	June 30,	
	2022	2021
Cash and Cash Equivalents	\$ 444,306	\$ 442,187
Restricted Cash included in Other Assets	9,088	8,804
Total Cash, Cash Equivalents and Restricted Cash shown in the Statement of Cash Flows	\$ 453,394	\$ 450,991

Restricted Cash included in Other Assets on the Unaudited Condensed 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.

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" ("ASC 450") when warranted. Once established, such provisions are adjusted when there is more information available or when an event occurs requiring a change.

Note 16 – 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 June 30, 2022 and December 31, 2021 was \$365,745 and \$660,032, respectively, which exceeded the minimum net capital requirement by \$365,495 and \$659,782, 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 June 30, 2022.

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

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

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 June 30, 2022.

Note 17 – Income Taxes

The Company's Provision for Income Taxes was \$38,562 and \$73,344 for the three and six months ended June 30, 2022, respectively, and \$46,478 and \$78,159 for the three and six months ended June 30, 2021, respectively. The effective tax rate was 26.0% and 20.4% for the three and six months ended June 30, 2022, respectively, and 22.1% and 19.2% for the three and six months ended June 30, 2021, respectively. The effective tax rate reflects net excess tax benefits associated with the appreciation in the Company's share price upon vesting of employee share-based awards above the original grant price of \$19,782 and \$17,018 being recognized in the Company's Provision for Income Taxes for the six months ended June 30, 2022 and 2021, respectively, and resulted in a reduction in the effective tax rate of 5.5 and 4.2 percentage points for the six months ended June 30, 2022 and 2021, respectively. The effective tax rate for 2022 and 2021 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.

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 three and six months ended June 30, 2022 and 2021, no additional income tax expense associated with the GILTI provisions has been recognized and it is not expected to be material to the Company's effective tax rate for the year.

The Company recorded a decrease in deferred tax assets of \$100 associated with changes in Unrealized Gain (Loss) on Securities and Investments and an increase of \$7,033 associated with changes in Foreign Currency Translation Adjustment Gain (Loss), in Accumulated Other Comprehensive Income (Loss) for the six months ended June 30, 2022. The Company recorded a decrease in deferred tax assets of \$153 associated with changes in Unrealized Gain (Loss) on Securities and Investments and a decrease of \$763 associated with changes in Foreign Currency Translation Adjustment Gain (Loss), in Accumulated Other Comprehensive Income (Loss) for the six months ended June 30, 2021.

The Company classifies interest relating to tax matters and tax penalties as a component of income tax expense in its Unaudited Condensed Consolidated Statements of Operations. As of June 30, 2022, there were \$254 of unrecognized tax benefits that, if recognized, \$206 would affect the effective tax rate. Related to the unrecognized tax benefits, the Company accrued interest and penalties of \$8 and \$1, respectively, during the three months ended June 30, 2022.

Note 18 – Segment Operating Results

Business Segments – The Company's business results are categorized into the following two segments: Investment Banking and Investment Management. Investment Banking 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. Investment Management includes Wealth Management and interests in private equity funds which are not managed by the Company.

The Company's segment information for the three and six months ended June 30, 2022 and 2021 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 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

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

and cash equivalents, long-term accounts receivable and on the Company's debt security investment in G5 (through June 25, 2021, the date G5 repaid its outstanding debentures with the Company in full. See Note 7 for further information.)

- A gain on the sale of a portion of the Company's interests in ABS in the first quarter of 2022. See Note 7 for further information
- Gains (losses) resulting from foreign currency fluctuations
- 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 Operating 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 administrative services. Such administrative services include, but are not limited to, accounting, tax, legal, technology, human capital, facilities management and senior management activities.

Other Expenses includes the following:

- *Special Charges, Including Business Realignment Costs* – Includes expenses in 2022 related to charges associated with the prepayment of the Company's Series B Notes during the second quarter, as well as certain professional fees related to the ongoing liquidation of the Company's operations in Mexico.
- *Acquisition and Transition Costs* – Includes costs incurred in connection with acquisitions, divestitures and other ongoing business development initiatives, primarily comprised of professional fees for legal and other services.

The Company evaluates segment results based on net revenues and pre-tax income, both including and excluding the impact of the Other Expenses.

One client accounted for more than 10% of the Company's Consolidated Net Revenues for the three months ended June 30, 2022. No client accounted for more than 10% of the Company's Consolidated Net Revenues for the six months ended June 30, 2022.

The following information presents each segment's contribution.

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Investment Banking				
Net Revenues ⁽¹⁾	\$ 615,250	\$ 670,820	\$ 1,319,551	\$ 1,318,105
Operating Expenses	470,540	468,160	971,112	924,686
Other Expenses ⁽²⁾	532	—	532	7
Operating Income	144,178	202,660	347,907	393,412
Income from Equity Method Investments	164	549	538	718
Pre-Tax Income	\$ 144,342	\$ 203,209	\$ 348,445	\$ 394,130
Identifiable Segment Assets	\$ 2,859,302	\$ 2,775,859	\$ 2,859,302	\$ 2,775,859
Investment Management				
Net Revenues ⁽¹⁾	\$ 15,667	\$ 17,045	\$ 34,220	\$ 32,070
Operating Expenses	13,663	12,692	26,581	24,261
Operating Income	2,004	4,353	7,639	7,809
Income from Equity Method Investments	2,110	2,845	4,248	5,700
Pre-Tax Income	\$ 4,114	\$ 7,198	\$ 11,887	\$ 13,509
Identifiable Segment Assets	\$ 152,186	\$ 171,589	\$ 152,186	\$ 171,589
Total				
Net Revenues ⁽¹⁾	\$ 630,917	\$ 687,865	\$ 1,353,771	\$ 1,350,175
Operating Expenses	484,203	480,852	997,693	948,947
Other Expenses ⁽²⁾	532	—	532	7
Operating Income	146,182	207,013	355,546	401,221
Income from Equity Method Investments	2,274	3,394	4,786	6,418
Pre-Tax Income	\$ 148,456	\$ 210,407	\$ 360,332	\$ 407,639
Identifiable Segment Assets	\$ 3,011,488	\$ 2,947,448	\$ 3,011,488	\$ 2,947,448

EVERCORE INC.
NOTES TO UNAUDITED CONDENSED 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 Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Investment Banking ^(A)	\$ (26,996)	\$ 11,233	\$ (34,463)	\$ 13,817
Investment Management	(301)	862	1,137	938
Total Other Revenue, net	\$ (27,297)	\$ 12,095	\$ (33,326)	\$ 14,755

(A) Other Revenue, net, from Investment Banking includes interest expense on the Notes Payable and lines of credit of \$4,258 and \$8,508 for the three and six months ended June 30, 2022, respectively, and \$4,306 and \$8,876 for the three and six months ended June 30, 2021, respectively.

(2) Other Expenses are as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Investment Banking				
Special Charges, Including Business Realignment Costs	\$ 532	\$ —	\$ 532	\$ —
Acquisition and Transition Costs	—	—	—	7
Total Investment Banking	532	—	532	7
Investment Management				
Total Investment Management	—	—	—	—
Total Other Expenses	\$ 532	\$ —	\$ 532	\$ 7

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 Three Months Ended June 30,		For the Six Months Ended June 30,	
	2022	2021	2022	2021
Net Revenues: ⁽¹⁾				
United States	\$ 423,189	\$ 528,322	\$ 1,033,920	\$ 988,970
Europe and Other	234,968	145,117	347,033	343,731
Latin America	57	2,331	6,144	2,719
Total	\$ 658,214	\$ 675,770	\$ 1,387,097	\$ 1,335,420

(1) Excludes Other Revenue, Including Interest and Investments, and Interest Expense.

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

	June 30, 2022	December 31, 2021
Total Assets:		
United States	\$ 2,419,561	\$ 3,199,435
Europe and Other	591,927	603,222
Total	\$ 3,011,488	\$ 3,802,657

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

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

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, 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" discussed in the Annual Report on Form 10-K for the year ended December 31, 2021. 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.

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.

Key Financial Measures

Revenue

Total revenues reflect revenues from our Investment Banking 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. Our Investment Banking business earns fees from its clients for providing advice on mergers, acquisitions, divestitures, capital raising, leveraged buyouts, restructurings, 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 its 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 investment banking revenue consists of advisory fees for which realizations are dependent on the successful completion of 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 or to achieve necessary regulatory approvals, or due to adverse market conditions. In the case of bankruptcy engagements, fees are 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 sales of research, as well as revenues from principal transactions 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 merger and acquisition ("M&A") activity, restructuring activity, which 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 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 business 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 assets under management ("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 segment, we incur various transaction-related expenditures, such as travel 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 Unaudited Condensed 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 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, long-term accounts receivable and on our debt security investment in G5 (through June 25, 2021, the date G5 repaid its outstanding debentures in full. See Note 7 to our unaudited condensed consolidated financial statements for further information.)
- A gain on the sale of a portion of our interests in ABS in the first quarter of 2022. See Note 7 to our unaudited condensed consolidated financial statements for further information
- Gains (losses) resulting from foreign currency fluctuations
- 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.

Operating Expenses

Employee Compensation and Benefits Expense. 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, including related grants of equity 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. In our advisory businesses, these hires 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 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 if an 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, the employee is eligible for retirement. Beginning in 2019, we implemented additional retirement eligibility qualifying criteria, for awards issued in 2019 and after, that stipulates if an employee has at least 10 years of continuous service and is at least 60 years of age, the employee is also eligible for retirement. 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.

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 April 2021, our Board of Directors approved the issuance of Class L Interests in Evercore LP to certain of our named executive officers, pursuant to which the named executive officers received a discretionary distribution of profits from Evercore LP, which was paid in the first quarter of 2022. Distributions pursuant to these interests were 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 2021. Following the distribution, these Class L Interests were cancelled pursuant to their terms. In January 2022, we issued 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 2023. We record expense related to these distributions in Employee Compensation and Benefits on the Unaudited Condensed Consolidated Statements of Operations and reflect accrued liabilities in Accrued Compensation and Benefits on the Unaudited Condensed Consolidated Statements of Financial Condition.

Our Long-term Incentive Plan provides for incentive compensation awards to Advisory Senior Managing Directors, excluding executive officers, who exceed defined benchmark results over four-year performance periods beginning January 1, 2017 and January 1, 2021. We made cash distributions under the 2017 Long-term Incentive Plan in March 2022 and 2021, respectively, as well as in December 2021, related to the acceleration of certain amounts due in the first quarter of 2022. Remaining amounts are due to be paid, in cash or Class A Shares, at our discretion, in the first quarter of 2023 (for the 2017 Long-term Incentive Plan) and in the first quarter of 2025, 2026 and 2027 (for the 2021 Long-term Incentive Plan), subject to employment at the time of payment. Awards issued under the 2017 Long-term Incentive Plan are subject to retirement eligibility requirements after the performance criteria has been achieved. We periodically assess the probability of the benchmarks being achieved and expense the probable payout over the requisite service period of the award. The performance period for the 2017 Long-term Incentive Plan ended on December 31, 2020.

From time to time, we also grant performance 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 and K-P Units issued by Evercore LP. In December 2021, we issued Class K-P Units to certain of our employees. In March 2022, the Class I-P Units converted to Class I LP Units. See Note 14 to our unaudited condensed 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 and provides a meaningful basis for comparison of compensation and benefits expense between present, historical and future years.

Non-Compensation Expenses. Our other operating 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. We refer to all of these expenses as non-compensation expenses.

Other Expenses

Other Expenses include the following:

- *Special Charges, Including Business Realignment Costs* – Includes expenses in 2022 related to charges associated with the prepayment of our Series B Notes during the second quarter, as well as certain professional fees related to the ongoing liquidation of our operations in Mexico.
- *Acquisition and Transition Costs* – Includes costs incurred in connection with acquisitions, divestitures and other ongoing business development initiatives, primarily comprised of professional fees for legal and other services.

Income from Equity Method Investments

Our share of the income (loss) from our equity interests in ABS, Atalanta Sosnoff, Luminis and Seneca Evercore (from July 7, 2021 for Seneca Evercore) are included within Income from Equity Method Investments, as a component of Income Before Income Taxes, on the Unaudited Condensed Consolidated Statements of Operations. See Note 7 to our unaudited condensed consolidated financial statements for further information.

Provision for Income Taxes

We account for income taxes in accordance with ASC 740, "Income Taxes", 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.

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 12 to our unaudited condensed consolidated financial statements for further information.

Results of Operations

The following is a discussion of our results of operations for the three and six months ended June 30, 2022 and 2021. For a more detailed discussion of the factors that affected the revenue and operating expenses of our Investment Banking and Investment Management business segments in these periods, see the discussion in "Business Segments" below.

	For the Three Months Ended June 30,		Change	For the Six Months Ended June 30,		Change
	2022	2021		2022	2021	
(dollars in thousands, except per share data)						
Revenues						
Investment Banking:						
Advisory Fees	\$ 576,245	\$ 560,814	3 %	\$ 1,200,809	\$ 1,072,732	12 %
Underwriting Fees	13,516	48,048	(72 %)	49,822	127,305	(61 %)
Commissions and Related Revenue	52,485	50,725	3 %	103,383	104,251	(1 %)
Asset Management and Administration Fees	15,968	16,183	(1 %)	33,083	31,132	6 %
Other Revenue, Including Interest and Investments	(23,039)	16,401	NM	(24,818)	23,631	NM
Total Revenues	635,175	692,171	(8 %)	1,362,279	1,359,051	— %
Interest Expense	4,258	4,306	(1 %)	8,508	8,876	(4 %)
Net Revenues	630,917	687,865	(8 %)	1,353,771	1,350,175	— %
Expenses						
Operating Expenses	484,203	480,852	1 %	997,693	948,947	5 %
Other Expenses	532	—	NM	532	7	NM
Total Expenses	484,735	480,852	1 %	998,225	948,954	5 %
Income Before Income from Equity Method Investments and Income Taxes						
	146,182	207,013	(29 %)	355,546	401,221	(11 %)
Income from Equity Method Investments	2,274	3,394	(33 %)	4,786	6,418	(25 %)
Income Before Income Taxes	148,456	210,407	(29 %)	360,332	407,639	(12 %)
Provision for Income Taxes	38,562	46,478	(17 %)	73,344	78,159	(6 %)
Net Income	109,894	163,929	(33 %)	286,988	329,480	(13 %)
Net Income Attributable to Noncontrolling Interest	14,267	23,570	(39 %)	33,345	44,769	(26 %)
Net Income Attributable to Evercore Inc.	<u>\$ 95,627</u>	<u>\$ 140,359</u>	(32 %)	<u>\$ 253,643</u>	<u>\$ 284,711</u>	(11 %)
Diluted Net Income Per Share Attributable to Evercore Inc. Common Shareholders	\$ 2.33	\$ 3.21	(27 %)	\$ 6.13	\$ 6.46	(5 %)

As of June 30, 2022 and 2021, we employed approximately 2,135 and 1,900 people, respectively, worldwide.

Three Months Ended June 30, 2022 versus June 30, 2021

Net Income Attributable to Evercore Inc. was \$95.6 million for the three months ended June 30, 2022, a decrease of \$44.7 million, or 32%, compared to \$140.4 million for the three months ended June 30, 2021. The changes in our operating results during these periods are described below.

Net Revenues were \$630.9 million for the three months ended June 30, 2022, a decrease of \$56.9 million, or 8%, versus Net Revenues of \$687.9 million for the three months ended June 30, 2021. Advisory Fees increased \$15.4 million, or 3%, Underwriting Fees decreased \$34.5 million, or 72%, and Commissions and Related Revenue increased \$1.8 million, or 3%, compared to the three months ended June 30, 2021. Asset Management and Administration Fees decreased \$0.2 million, or 1%, compared to the three months ended June 30, 2021. See "Business Segments" and "Liquidity and Capital Resources" below for further information.

Other Revenue, Including Interest and Investments, decreased \$39.4 million compared to the three months ended June 30, 2021, primarily reflecting a shift from gains of \$9.8 million to losses of \$26.4 million on our investment funds portfolio due to the overall market decline. The portfolio is used as an economic hedge against our deferred cash compensation program. The decrease was also driven by a \$4.4 million gain on the redemption of the G5 debt security in the second quarter of 2021. See Note 7 to our unaudited condensed consolidated financial statements for further information.

Total Operating Expenses were \$484.2 million for the three months ended June 30, 2022, compared to \$480.9 million for the three months ended June 30, 2021, an increase of \$3.4 million, or 1%. Employee Compensation and Benefits Expense, as a component of Operating Expenses, was \$389.0 million for the three months ended June 30, 2022, a decrease of \$18.8 million, or 5%, versus expense of \$407.8 million for the three months ended June 30, 2021. The decrease in the amount of compensation recognized for the three months ended June 30, 2022 principally reflects a lower accrual for incentive compensation, partially offset by higher base salaries, costs associated with investments in new hires and an increase in the amortization of prior period deferred compensation awards. Non-compensation expenses as a component of Operating Expenses were \$95.2 million for the three months ended June 30, 2022, an increase of \$22.1 million, or 30%, versus \$73.1 million for the three months ended June 30, 2021. The increase was primarily driven by an increase in travel and related expenses, as travel began to resume during the fourth quarter of 2021, higher professional fees, including fee sharing agreements with sub advisors, as well as an increase in bad debt expense compared to a reversal of bad debt expense in the prior year period. Non-Compensation expenses per employee were approximately \$46.2 thousand for the three months ended June 30, 2022, versus \$39.4 thousand for the three months ended June 30, 2021.

Total Other Expenses of \$0.5 million for the three months ended June 30, 2022 included Special Charges, Including Business Realignment Costs, related to charges associated with the prepayment of our Series B Notes during the second quarter, as well as certain professional fees related to the ongoing liquidation of our operations in Mexico.

As a result of the factors noted above, Employee Compensation and Benefits Expense as a percentage of Net Revenues was 61.7% for the three months ended June 30, 2022, compared to 59.3% for the three months ended June 30, 2021. This ratio was also impacted by the lower performance of our investment funds portfolio during the second quarter.

Income from Equity Method Investments was \$2.3 million for the three months ended June 30, 2022, compared to \$3.4 million for the three months ended June 30, 2021. The decrease was driven by lower income earned by ABS, principally reflecting a decrease in our ownership following the sale of a portion of our interests during the first quarter of 2022. See Note 7 to our unaudited condensed consolidated financial statements for further information.

The provision for income taxes for the three months ended June 30, 2022 was \$38.6 million, which reflected an effective tax rate of 26.0%. The provision for income taxes for the three months ended June 30, 2021 was \$46.5 million, which reflected an effective tax rate of 22.1%. The provision for income taxes for the three months ended June 30, 2022 and 2021 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 \$0.7 million and \$0.3 million, respectively. The provision for income taxes 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.

Net Income Attributable to Noncontrolling Interest was \$14.3 million for the three months ended June 30, 2022 compared to \$23.6 million for the three months ended June 30, 2021. The decrease in Net Income Attributable to Noncontrolling Interest primarily reflects lower income allocated to Evercore LP during the three months ended June 30, 2022, partially due to the decrease in noncontrolling ownership interest during the first quarter of 2022. See Note 12 to our unaudited condensed consolidated financial statements for further information.

Six Months Ended June 30, 2022 versus June 30, 2021

Net Income Attributable to Evercore Inc. was \$253.6 million for the six months ended June 30, 2022, a decrease of \$31.1 million, or 11%, compared to \$284.7 million for the six months ended June 30, 2021. The changes in our operating results during these periods are described below.

Net Revenues were \$1.354 billion for the six months ended June 30, 2022, an increase of \$3.6 million versus Net Revenues of \$1.350 billion for the six months ended June 30, 2021. Advisory Fees increased \$128.1 million, or 12%, Underwriting Fees decreased \$77.5 million, or 61%, and Commissions and Related Revenue decreased \$0.9 million, or 1%, compared to the six months ended June 30, 2021. Asset Management and Administration Fees increased \$2.0 million, or 6%, compared to the six months ended June 30, 2021. See "Business Segments" below for further information.

Other Revenue, Including Interest and Investments, decreased \$48.4 million compared to the six months ended June 30, 2021, primarily reflecting a shift from gains of \$16.0 million to losses of \$31.5 million on our investment funds portfolio due to the overall market decline. The decrease was also driven by a \$4.4 million gain on the redemption of the G5 debt security in the second quarter of 2021. This was partially offset by a \$1.3 million gain on the sale of a portion of our interests in ABS during the first quarter of 2022. See Note 7 to our unaudited condensed consolidated financial statements for further information.

Total Operating Expenses were \$997.7 million for the six months ended June 30, 2022, compared to \$948.9 million for the six months ended June 30, 2021, an increase of \$48.7 million, or 5%. Employee Compensation and Benefits Expense, as a component of Operating Expenses, was \$818.7 million for the six months ended June 30, 2022, an increase of \$15.5 million, or 2%, versus expense of \$803.2 million for the six months ended June 30, 2021. The increase in the amount of compensation recognized for the six months ended June 30, 2022 principally reflects higher base salaries and costs associated with investments in new hires, as well as an increase in the amortization of prior period deferred compensation awards, partially offset by a lower accrual for incentive compensation. Non-compensation expenses as a component of Operating Expenses were \$179.0 million for the six months ended June 30, 2022, an increase of \$33.3 million, or 23%, versus \$145.7 million for the six months ended June 30, 2021. The increase was primarily driven by an increase in travel and related expenses, as travel began to resume during the fourth quarter of 2021, higher professional fees, including fee sharing agreements with sub advisors, as well as an increase in bad debt expense compared to a reversal of bad debt expense in the prior year period. Non-Compensation expenses per employee were approximately \$88.2 thousand for the six months ended June 30, 2022, versus \$79.3 thousand for the six months ended June 30, 2021.

Total Other Expenses of \$0.5 million for the six months ended June 30, 2022 included Special Charges, Including Business Realignment Costs, related to charges associated with the prepayment of our Series B Notes during the second quarter, as well as certain professional fees related to the ongoing liquidation of our operations in Mexico.

As a result of the factors noted above, Employee Compensation and Benefits Expense as a percentage of Net Revenues was 60.5% for the six months ended June 30, 2022, compared to 59.5% for the six months ended June 30, 2021. This ratio was also impacted by the lower performance of our investment funds portfolio during the current year period.

Income from Equity Method Investments was \$4.8 million for the six months ended June 30, 2022, compared to \$6.4 million for the six months ended June 30, 2021. The decrease was driven by lower income earned by ABS, principally reflecting a decrease in our ownership following the sale of a portion of our interests during the first quarter of 2022. See Note 7 to our unaudited condensed consolidated financial statements for further information.

The provision for income taxes for the six months ended June 30, 2022 was \$73.3 million, which reflected an effective tax rate of 20.4%. The provision for income taxes for the six months ended June 30, 2021 was \$78.2 million, which reflected an effective tax rate of 19.2%. The provision for income taxes for the six months ended June 30, 2022 and 2021 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 \$19.8 million and \$17.0 million, respectively. The provision for income taxes 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.

Net Income Attributable to Noncontrolling Interest was \$33.3 million for the six months ended June 30, 2022 compared to \$44.8 million for the six months ended June 30, 2021. The decrease in Net Income Attributable to Noncontrolling Interest reflects lower income allocated to Evercore LP during the six months ended June 30, 2022, partially due to the decrease in noncontrolling ownership interest during the first quarter of 2022. See Note 12 to our unaudited condensed consolidated financial statements for further information.

Business Segments

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

Investment Banking

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

	For the Three Months Ended June 30,			For the Six Months Ended June 30,		
	2022	2021	Change	2022	2021	Change
(dollars in thousands)						
Revenues						
Investment Banking:						
Advisory Fees	\$ 576,245	\$ 560,814	3 %	\$ 1,200,809	\$ 1,072,732	12 %
Underwriting Fees	13,516	48,048	(72 %)	49,822	127,305	(61 %)
Commissions and Related Revenue	52,485	50,725	3 %	103,383	104,251	(1 %)
Other Revenue, net ⁽¹⁾⁽²⁾	(26,996)	11,233	NM	(34,463)	13,817	NM
Net Revenues	615,250	670,820	(8 %)	1,319,551	1,318,105	— %
Expenses						
Operating Expenses	470,540	468,160	1 %	971,112	924,686	5 %
Other Expenses	532	—	NM	532	7	NM
Total Expenses	471,072	468,160	1 %	971,644	924,693	5 %
Operating Income	144,178	202,660	(29 %)	347,907	393,412	(12 %)
Income from Equity Method Investments ⁽³⁾	164	549	(70 %)	538	718	(25 %)
Pre-Tax Income	\$ 144,342	\$ 203,209	(29 %)	\$ 348,445	\$ 394,130	(12 %)

(1) Includes interest expense on Notes Payable and lines of credit of \$4.3 million and \$8.5 million for the three and six months ended June 30, 2022, respectively, and \$4.3 million and \$8.9 million for the three and six months ended June 30, 2021, respectively.

(2) Includes a gain of \$4.4 million for the three and six months ended June 30, 2021, resulting from the redemption of our G5 debt security.

(3) Equity in Luminis and Seneca Evercore is classified as Income from Equity Method Investments.

For the three months ended June 30, 2022, the dollar value of North American announced and completed M&A activity decreased 38% and 13%, respectively, compared to the three months ended June 30, 2021, and the dollar value of Global announced and completed M&A activity decreased 22% and 16%, respectively, compared to the three months ended June 30, 2021. For the six months ended June 30, 2022, the dollar value of North American announced and completed M&A activity decreased 31% and increased 4%, respectively, compared to the six months ended June 30, 2021, and the dollar value of Global announced and completed M&A activity decreased 21% and increased 7%, respectively, compared to the six months ended June 30, 2021.

	For the Three Months Ended June 30,			For the Six Months Ended June 30,		
	2022	2021	Change	2022	2021	Change
Industry Statistics (\$ in billions) *						
Value of North American M&A Deals Announced	\$ 438	\$ 709	(38 %)	\$ 971	\$ 1,398	(31 %)
Value of North American M&A Deals Completed	\$ 395	\$ 453	(13 %)	\$ 868	\$ 837	4 %
Value of Global M&A Deals Announced	\$ 1,106	\$ 1,412	(22 %)	\$ 2,121	\$ 2,668	(21 %)
Value of Global M&A Deals Completed	\$ 805	\$ 956	(16 %)	\$ 1,955	\$ 1,819	7 %
Evercore Statistics **						
Total Number of Fees From Advisory Client Transactions	217	255	(15 %)	354	418	(15 %)
Total Number of Fees of at Least \$1 million from Advisory Client Transactions	100	115	(13 %)	186	218	(15 %)
Total Number of Underwriting Transactions	7	31	(77 %)	21	70	(70 %)
Total Number of Underwriting Transactions as a Bookrunner	5	25	(80 %)	18	56	(68 %)

* Source: Refinitiv July 26, 2022

** Includes revenue generating clients

Investment Banking Results of Operations

Three Months Ended June 30, 2022 versus June 30, 2021

Investment Banking Net Revenues were \$615.3 million for the three months ended June 30, 2022, compared to \$670.8 million for the three months ended June 30, 2021, a decrease of \$55.6 million, or 8%. The decrease in revenues for the three months ended June 30, 2022 was primarily driven by a decrease of \$34.5 million, or 72%, in Underwriting Fees, principally reflecting a decrease in the number of transactions we participated in due to the decline in overall market issuances. Advisory Fees increased \$15.4 million, or 3%, compared to the three months ended June 30, 2021, reflecting growth in average fee size in strategic advisory assignments during the second quarter of 2022 compared to the second quarter of 2021. Commissions and Related Revenue increased \$1.8 million, or 3%, compared to the three months ended June 30, 2021, primarily reflecting higher trading volumes. Other Revenue, net, decreased \$38.2 million compared to the three months ended June 30, 2021, primarily reflecting a shift from gains of \$9.8 million to losses of \$26.4 million on our investment funds portfolio due to the overall market decline. The portfolio is used as an economic hedge against our deferred cash compensation program. The decrease was also driven by a \$4.4 million gain on the redemption of the G5 debt security in the second quarter of 2021.

Operating Expenses were \$470.5 million for the three months ended June 30, 2022, compared to \$468.2 million for the three months ended June 30, 2021, an increase of \$2.4 million, or 1%. Employee Compensation and Benefits Expense, as a component of Operating Expenses, was \$378.8 million for the three months ended June 30, 2022, compared to \$398.2 million for the three months ended June 30, 2021, a decrease of \$19.4 million, or 5%. The decrease in the amount of compensation recognized for the three months ended June 30, 2022 principally reflects a lower accrual for incentive compensation, partially offset by higher base salaries, costs associated with investments in new hires and an increase in the amortization of prior period deferred compensation awards. Non-compensation expenses, as a component of Operating Expenses, were \$91.7 million for the three months ended June 30, 2022, compared to \$70.0 million for the three months ended June 30, 2021, an increase of \$21.7 million, or 31%. Non-compensation operating expenses increased from the prior year, primarily driven by an increase in travel and related expenses, as travel began to resume during the fourth quarter of 2021, higher professional fees, including fee sharing agreements with sub advisors, as well as an increase in bad debt expense compared to a reversal of bad debt expense in the prior year period.

Other Expenses of \$0.5 million for the three months ended June 30, 2022 included Special Charges, Including Business Realignment Costs, related to charges associated with the prepayment of our Series B Notes during the second quarter, as well as certain professional fees related to the ongoing liquidation of our operations in Mexico.

Six Months Ended June 30, 2022 versus June 30, 2021

Investment Banking Net Revenues were \$1.320 billion for the six months ended June 30, 2022, compared to \$1.318 billion for the six months ended June 30, 2021, an increase of \$1.4 million. The increase in revenues for the six months ended June 30, 2022 was primarily driven by an increase of \$128.1 million, or 12%, in Advisory Fees, reflecting growth in average fee size in strategic advisory assignments during 2022 compared to the same period in 2021. Underwriting Fees decreased \$77.5 million, or 61%, compared to the six months ended June 30, 2021, principally reflecting a decrease in the number of transactions we participated in due to the decline in overall market issuances. Commissions and Related Revenue decreased \$0.9 million, or 1%, compared to the six months ended June 30, 2021, primarily reflecting lower trading volumes, partially offset by increased revenues from research subscriptions. Other Revenue, net, decreased \$48.3 million compared to the six months ended June 30, 2021, primarily reflecting a shift from gains of \$16.0 million to losses of \$31.5 million on our investment funds portfolio due to the overall market decline. The decrease was also driven by a \$4.4 million gain on the redemption of the G5 debt security in the second quarter of 2021.

Operating Expenses were \$971.1 million for the six months ended June 30, 2022, compared to \$924.7 million for the six months ended June 30, 2021, an increase of \$46.4 million, or 5%. Employee Compensation and Benefits Expense, as a component of Operating Expenses, was \$798.7 million for the six months ended June 30, 2022, compared to \$784.8 million for the six months ended June 30, 2021, an increase of \$13.9 million, or 2%. The increase in the amount of compensation recognized for the six months ended June 30, 2022 principally reflects higher base salaries and costs associated with investments in new hires, as well as an increase in the amortization of prior period deferred compensation awards, partially offset by a lower accrual for incentive compensation. Non-compensation expenses, as a component of Operating Expenses, were \$172.4 million for the six months ended June 30, 2022, compared to \$139.9 million for the six months ended June 30, 2021, an increase of \$32.5 million, or 23%. Non-compensation operating expenses increased from the prior year, primarily driven by an increase in travel and related expenses, as travel began to resume during the fourth quarter of 2021, higher professional fees, including fee sharing agreements with sub advisors, as well as an increase in bad debt expense compared to a reversal of bad debt expense in the prior year period.

Other Expenses of \$0.5 million for the six months ended June 30, 2022 included Special Charges, Including Business Realignment Costs, related to charges associated with the prepayment of our Series B Notes during the second quarter, as well as certain professional fees related to the ongoing liquidation of our operations in Mexico.

Investment Management

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

	For the Three Months Ended June 30,			For the Six Months Ended June 30,		
	2022	2021	Change	2022	2021	Change
(dollars in thousands)						
Revenues						
Asset Management and Administration Fees:						
Wealth Management	\$ 15,968	\$ 16,183	(1 %)	\$ 33,083	\$ 31,132	6 %
Other Revenue, net ⁽¹⁾	(301)	862	NM	1,137	938	21 %
Net Revenues	15,667	17,045	(8 %)	34,220	32,070	7 %
Expenses						
Operating Expenses	13,663	12,692	8 %	26,581	24,261	10 %
Total Expenses	13,663	12,692	8 %	26,581	24,261	10 %
Operating Income	2,004	4,353	(54 %)	7,639	7,809	(2 %)
Income from Equity Method Investments ⁽²⁾	2,110	2,845	(26 %)	4,248	5,700	(25 %)
Pre-Tax Income	\$ 4,114	\$ 7,198	(43 %)	\$ 11,887	\$ 13,509	(12 %)

(1) Includes a gain of \$1.3 million for the six months ended June 30, 2022, resulting from the sale of a portion of our interests in ABS. See Note 7 to our unaudited condensed consolidated financial statements for further information.

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

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 II, Glisco III and Glisco IV, 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 IV, Trilantic V and Trilantic VI (through January 1, 2022). In the event the private equity funds perform below certain thresholds, we may be obligated to repay certain carried interest previously distributed. As of June 30, 2022, \$0.7 million of previously distributed carried interest received from the funds was subject to repayment.
- We also hold interests in ABS and Atalanta Sosnoff that are accounted for under the equity method of accounting. The results of these investments are included within Income from Equity Method Investments. During the first quarter of 2022, we sold a portion of our interests in ABS. See Note 7 to our unaudited condensed consolidated financial statements for further information.

Assets Under Management

AUM for our Wealth Management business of \$10.5 billion at June 30, 2022 decreased \$1.7 billion, or 14%, compared to \$12.2 billion at December 31, 2021. 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, 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 in the use of models 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 72% and 75% of Level 1 investments, 23% and 21% of Level 2 investments and 5% and 4% of Level 3 investments as of June 30, 2022 and December 31, 2021, 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 the six months ended June 30, 2022:

	Wealth Management⁽¹⁾
	(dollars in millions)
Balance at December 31, 2021	\$ 12,184
Inflows	894
Outflows	(897)
Market Appreciation (Depreciation)	(1,719)
Balance at June 30, 2022	<u>\$ 10,462</u>

Unconsolidated Affiliates - Balance at June 30, 2022:

Atalanta Sosnoff	\$ 6,995
ABS	\$ 6,530

(1) Assets Under Management includes Evercore assets which are managed by Evercore Wealth Management of \$0.3 million and \$76.3 million as of June 30, 2022 and December 31, 2021, respectively.

The following table represents the composition of AUM for Wealth Management as of June 30, 2022:

	Wealth Management
Equities	63 %
Fixed Income	22 %
Liquidity ⁽¹⁾	9 %
Alternatives	6 %
Total	<u>100 %</u>

(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.

For the six months ended June 30, 2022, AUM for Wealth Management decreased 14%, primarily reflecting a decrease due to market depreciation. Performance for the six months ended June 30, 2022 reflected:

- Wealth Management lagged the S&P 500 on a 1-year basis by approximately 3% and outperformed the S&P 500 on a 3-year basis by approximately 2%
- Wealth Management outperformed the fixed income composite on a 1-year basis by approximately 40 basis points and was flat against the fixed income composite on a 3-year basis
- The S&P 500 and fixed income composite were down approximately 20% and 6%, respectively

AUM from our unconsolidated affiliates decreased 15% compared to December 31, 2021, reflecting declines in both Atalanta Sosnoff and ABS.

Three Months Ended June 30, 2022 versus June 30, 2021

Investment Management Net Revenues were \$15.7 million for the three months ended June 30, 2022, compared to \$17.0 million for the three months ended June 30, 2021, a decrease of \$1.4 million, or 8%. Asset Management and Administration Fees earned from the management of Wealth Management client portfolios decreased \$0.2 million, or 1%, for the three months ended June 30, 2022 as associated AUM decreased 6%, primarily from market depreciation. Other Revenue, net, decreased \$1.2 million from the three months ended June 30, 2021. Income from Equity Method Investments decreased 26% from the three months ended June 30, 2021, driven by lower income earned by ABS, principally reflecting a decrease in our ownership

following the sale of a portion of our interests during the first quarter of 2022. See Note 7 to our unaudited condensed consolidated financial statements for further information. This decrease was partially offset by an increase in earnings from our investment in Atalanta Sosnoff.

Operating Expenses were \$13.7 million for the three months ended June 30, 2022, compared to \$12.7 million for the three months ended June 30, 2021, an increase of \$1.0 million, or 8%. Employee Compensation and Benefits Expense, as a component of Operating Expenses, was \$10.2 million for the three months ended June 30, 2022, compared to \$9.6 million for the three months ended June 30, 2021, an increase of \$0.6 million, or 6%. Non-Compensation expenses, as a component of Operating Expenses, were \$3.5 million for the three months ended June 30, 2022, compared to \$3.1 million for the three months ended June 30, 2021, an increase of \$0.4 million, or 13%.

Six Months Ended June 30, 2022 versus June 30, 2021

Investment Management Net Revenues were \$34.2 million for the six months ended June 30, 2022, compared to \$32.1 million for the six months ended June 30, 2021, an increase of \$2.2 million, or 7%. Asset Management and Administration Fees earned from the management of Wealth Management client portfolios increased \$2.0 million, or 6%, for the six months ended June 30, 2022. Other Revenue, net, increased \$0.2 million from the six months ended June 30, 2021. Income from Equity Method Investments decreased 25% from the six months ended June 30, 2021, driven by lower income earned by ABS, principally reflecting a decrease in our ownership following the sale of a portion of our interests during the first quarter of 2022. See Note 7 to our unaudited condensed consolidated financial statements for further information. This decrease was partially offset by an increase in earnings from our investment in Atalanta Sosnoff.

Operating Expenses were \$26.6 million for the six months ended June 30, 2022, compared to \$24.3 million for the six months ended June 30, 2021, an increase of \$2.3 million, or 10%. Employee Compensation and Benefits Expense, as a component of Operating Expenses, was \$20.0 million for the six months ended June 30, 2022, compared to \$18.3 million for the six months ended June 30, 2021, an increase of \$1.7 million, or 9%. Non-Compensation expenses, as a component of Operating Expenses, were \$6.6 million for the six months ended June 30, 2022, compared to \$6.0 million for the six months ended June 30, 2021, an increase of \$0.6 million, or 10%.

Cash Flows

Our operating cash flows are primarily influenced by the timing and receipt of investment banking and investment management fees and the payment of operating expenses, including incentive compensation to our employees, interest expense on our Notes Payable and lines of credit and the payment of income taxes. Investment Banking advisory fees are generally collected within 90 days of billing. However, placement fees may be collected within 180 days of billing, with fees related to private funds capital raising and certain fees related to the private capital businesses being 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 billed 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, 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. We 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 Six Months Ended June 30,	
	2022	2021
	(dollars in thousands)	
Cash Provided By (Used In)		
Operating activities:		
Net income	\$ 286,988	\$ 329,480
Non-cash charges	297,567	221,687
Other operating activities	(753,175)	(436,709)
Operating activities	(168,620)	114,458
Investing activities	615,595	11,968
Financing activities	(561,818)	(517,217)
Effect of exchange rate changes	(19,056)	3,558
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	(133,899)	(387,233)
Cash, Cash Equivalents and Restricted Cash		
Beginning of Period	587,293	838,224
End of Period	<u>\$ 453,394</u>	<u>\$ 450,991</u>

Six Months Ended June 30, 2022. Cash, Cash Equivalents and Restricted Cash were \$453.4 million at June 30, 2022, a decrease of \$133.9 million versus Cash, Cash Equivalents and Restricted Cash of \$587.3 million at December 31, 2021. Operating activities resulted in a net outflow of \$168.6 million, primarily related to the payment of 2021 bonus awards and deferred cash compensation, partially offset by earnings. Cash of \$615.6 million was provided by investing activities, primarily related to net proceeds from sales and maturities of investment securities and proceeds received for the sale of a portion of our interests in ABS, partially offset by net purchases of certificates of deposit and purchases of equipment and leasehold improvements, principally related to the expansion of our headquarters in New York. Financing activities during the period used cash of \$561.8 million, primarily for purchases of treasury stock and noncontrolling interests, the payment of our Notes Payable and dividends and distributions to noncontrolling interest holders, partially offset by the issuance of the 2022 Private Placement Notes. Cash is also impacted due to the effect of foreign exchange rate fluctuation when translating non-U.S. currencies to U.S. Dollars.

Six Months Ended June 30, 2021. Cash, Cash Equivalents and Restricted Cash were \$451.0 million at June 30, 2021, a decrease of \$387.2 million versus Cash, Cash Equivalents and Restricted Cash of \$838.2 million at December 31, 2020. Operating activities resulted in a net inflow of \$114.5 million, primarily related to earnings, partially offset by the payment of 2020 bonus awards and deferred cash compensation. Cash of \$12.0 million was provided by investing activities primarily related to net proceeds from sales and maturities of investment securities and the proceeds from the redemption of the G5 debt security, partially offset by the purchase of certificates of deposit and purchases of equipment and leasehold improvements, primarily related to the expansion of our headquarters in New York. Financing activities during the period used cash of \$517.2 million, primarily for purchases of treasury stock and noncontrolling interests, the payment of our Notes Payable and dividends and distributions to noncontrolling interest holders, partially offset by the issuance of the 2021 Private Placement Notes. For further information, see Note 10 to our unaudited condensed consolidated financial statements. Cash is also impacted due to the effect of foreign exchange rate fluctuation when translating non-U.S. currencies to U.S. Dollars.

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 Investment Banking and Investment Management revenues. Our current liabilities principally include accrued expenses, accrued liabilities related to improvements in our leased facilities, 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 regulatory requirements. Our liquidity is highly dependent on our revenue stream from our operations, principally from our Investment Banking business, which is a function of closing 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, the 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 military tension between Russia and Ukraine, 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 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.

We are currently in a period of macroeconomic uncertainty and market volatility, including historically high inflation, supply chain constraints, rising interest rates, changes in the availability of financing, geopolitical tensions, the regulatory environment and the increasing risk of a recession. These factors have led to a slowing of the pace of M&A transaction announcements and the elongation of the timing of transaction closings, as well as suppressing the level of underwriting activity. We will continue to assess the potential ongoing impacts of the current environment, 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 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 our Annual Report on Form 10-K for the year ended December 31, 2021.

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 14 to our unaudited condensed 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 April 27, 2021, 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 were able to repurchase an aggregate of the lesser of \$750.0 million worth of Class A Shares and/or LP Units and 8.5 million Class A Shares and/or LP Units. In addition, 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 the six months ended June 30, 2022, we repurchased 2,588,200 Class A Shares, at an average cost per share of \$117.18, for \$303.3 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 the six months ended June 30, 2022, we repurchased 971,627 Class A Shares, at an average cost per share of \$127.99, for \$124.3 million, primarily related to minimum tax withholding requirements of share deliveries.

The aggregate 3,559,827 Class A Shares repurchased during the six months ended June 30, 2022 were acquired for aggregate purchase consideration of \$427.6 million, at an average cost per share of \$120.13.

Noncontrolling Interest Purchases

During the first quarter of 2022, we purchased, at fair value, an additional 0.4% of the EWM Class A Units for \$1.4 million, which was settled in cash during the three months ended June 30, 2022. This purchase resulted in a decrease to Noncontrolling Interest of \$0.1 million and a decrease to Additional-Paid-In-Capital of \$1.4 million on our Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 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 for \$54.3 million. Our consideration for this transaction included the payment of \$6.0 million of cash in 2021, \$27.7 million of cash during the six months ended June 30, 2022, and contingent cash consideration which will be settled in early 2024. As of June 30, 2022 and December 31, 2021, the fair value of the contingent consideration is \$17.3 million and \$20.6 million, respectively, and is included within Other Long-term Liabilities on our Unaudited Condensed Consolidated Statement of Financial Condition. For the three and six months ended June 30, 2022, we recognized a reversal of expense of \$2.7 million and \$3.3 million, respectively, within Other Operating Expenses on the Unaudited Condensed Consolidated Statements of Operations, related to the change in fair value of the contingent consideration. The amount of contingent consideration to be paid is dependent on the RECA business achieving certain revenue performance targets. The fair value of the contingent consideration reflects the present value of the expected payment due based on the current expectation for the business meeting the revenue performance targets. In conjunction with this transaction, we will also issue two separate payments in early 2023 and 2024, contingent on continued employment, and accordingly, will be treated as compensation expense for accounting purposes in the periods earned. These payments will also be dependent on the RECA business achieving certain revenue performance targets.

2016 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 Notes, \$67.0 million aggregate principal amount of our 5.23% Series B Notes, \$48.0 million aggregate principal amount of our 5.48% Series C Notes and \$17.0 million aggregate principal amount of our 5.58% Series D

Notes, pursuant to 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.

Interest on the 2016 Private Placement Notes is payable semi-annually and the 2016 Private Placement 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 2016 Private Placement Notes (without regard to Series), in an amount not less than 5% of the aggregate principal amount of the 2016 Private Placement Notes 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 2016 Private Placement Notes will have the right to require us to prepay the entire unpaid principal amounts held by each holder of the 2016 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2016 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio, a minimum tangible net worth and a minimum interest coverage ratio, and customary events of default. As of June 30, 2022, we were in compliance with all of these covenants.

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 three and six months ended June 30, 2022, included within Special Charges, Including Business Realignment Costs, on our Unaudited Condensed Consolidated Statements of Operations.

2019 Private Placement Notes

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 Notes, \$60.0 million aggregate principal amount of our 4.44% Series F Notes, \$40.0 million aggregate principal amount of our 4.54% Series G Notes and £25.0 million aggregate principal amount of our 3.33% Series H Notes, each of which were issued pursuant to 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.

Interest on the 2019 Private Placement Notes is payable semi-annually and the 2019 Private Placement 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 2019 Private Placement Notes (without regard to Series), in an amount not less than 5% of the aggregate principal amount of the 2019 Private Placement Notes 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 2019 Private Placement Notes will have the right to require us to prepay the entire unpaid principal amounts held by each holder of the 2019 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2019 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio and a minimum tangible net worth, and customary events of default. As of June 30, 2022, we were in compliance with all of these covenants.

2021 Private Placement Notes

On March 29, 2021, we issued an aggregate of \$38.0 million of senior notes, comprised of \$38.0 million aggregate principal amount of our 1.97% Series I Notes, pursuant to the 2021 Note Purchase Agreement, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

Interest on the 2021 Private Placement Notes is payable semi-annually and the 2021 Private Placement 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 2021 Private Placement Notes, in an amount not less than 5% of the aggregate principal amount of the 2021 Private Placement Notes 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 2021 Private Placement Notes will have the right to require us to prepay the entire unpaid principal amounts held by each holder of the 2021 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2021 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio and a minimum tangible net worth, and customary events of default. As of June 30, 2022, we were in compliance with all of these covenants.

2022 Private Placement Notes

On June 28, 2022, we issued \$67.0 million aggregate principal amount of our 4.61% Series J Notes, pursuant to the 2022 Note Purchase Agreement, among the Company and the purchasers party thereto in a private placement exempt from registration under the Securities Act of 1933.

Interest on the 2022 Private Placement Notes is payable semi-annually and the 2022 Private Placement 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 2022 Private Placement Notes, in an amount not less than 5% of the aggregate principal amount of the 2022 Private Placement Notes 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 2022 Private Placement Notes will have the right to require us to prepay the entire unpaid principal amounts held by each holder of the 2022 Private Placement Notes plus accrued and unpaid interest to the prepayment date. The 2022 Note Purchase Agreement contains customary covenants, including financial covenants requiring compliance with a maximum leverage ratio and a minimum tangible net worth, and customary events of default. As of June 30, 2022, we were in compliance with all of these covenants.

Lines of Credit

On June 24, 2016, East entered into a loan agreement with PNC for a revolving credit facility in an aggregate principal amount of up to \$30.0 million, to be used for working capital and other corporate activities. This facility is secured by East's accounts receivable and the proceeds therefrom, as well as certain assets of EGL, including certain of EGL's accounts receivable. 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 June 30, 2022. East amended this facility on October 29, 2021 such that, among other things, the interest rate provisions were LIBOR (or an applicable benchmark replacement) plus 150 basis points and the maturity date was extended to October 28, 2023. There were no drawings under this facility at June 30, 2022.

On July 26, 2019, East entered into an additional loan agreement with PNC for a revolving credit facility in an aggregate principal amount, as amended on October 30, 2020, of up to \$30.0 million, to be used for working capital and other corporate activities. This facility is unsecured. In addition, the agreement contains certain reporting requirements and debt covenants consistent with the Existing PNC Facility. We and our consolidated subsidiaries were in compliance with these covenants as of June 30, 2022. East amended this facility on October 29, 2021 such that, among other things, the revolving credit facility has increased to an aggregate principal amount of \$55.0 million. Drawings under this facility will bear interest at LIBOR (or an applicable benchmark replacement) plus 180 basis points and the maturity date was extended to October 28, 2023. East is only permitted to borrow under this facility if there is no undrawn availability under the Existing PNC Facility and must repay indebtedness under this facility prior to repaying indebtedness under the Existing PNC Facility. There were no drawings under this facility at June 30, 2022.

On October 29, 2021, EGL entered into a subordinated revolving credit facility with PNC 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 Existing PNC Facility. Drawings under this facility will bear interest at LIBOR (or an applicable benchmark replacement) plus 180 basis points and the maturity date will be October 28, 2023, unless prepayment is otherwise approved earlier by FINRA. There were no drawings under this facility at June 30, 2022.

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 8 to our unaudited condensed 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.

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 the return on deferred compensation.

For further information, including timing of payments, see Notes 6 and 14 to our unaudited condensed consolidated financial statements.

Certain of our subsidiaries are regulated entities and are subject to capital requirements. For further information see Note 16 to our unaudited condensed consolidated financial statements.

We have 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. For further information see above and Notes 12 and 15 to our unaudited condensed consolidated financial statements.

We had total commitments (not reflected on our Unaudited Condensed Consolidated Statements of Financial Condition) relating to future capital contributions to private equity funds of \$2.7 million and \$6.1 million as of June 30, 2022 and December 31, 2021, respectively. We expect to fund these commitments with cash flows from operations. We may be required to fund these commitments at any time through June 2028, depending on the timing and level of investments by our private equity funds. See Note 15 to our unaudited condensed 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 unaudited condensed consolidated financial statements.

Our Unaudited Condensed Consolidated Statement of Financial Condition as of June 30, 2022 included \$444.3 million of Cash and Cash Equivalents and \$1.1 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 compensation program. As of June 30, 2022, the fair value of our investments with these products, based on closing prices, was \$134.4 million.

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 \$13.4 million, \$26.9 million and \$40.3 million, respectively, for the three months ended June 30, 2022.

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.

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 \$1.3 million for the three months ended June 30, 2022.

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 European, Asian and Latin American 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 six months ended June 30, 2022, the net impact of the fluctuation of foreign currencies recorded in Other Comprehensive Income (Loss) within the Unaudited Condensed Consolidated Statement of Comprehensive Income was (\$21.5) million. 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.

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 from fees related to private funds capital raising. 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. The Investment Banking and Investment Management 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 fees related to private funds capital raising and certain fees related to the private capital businesses, which are collected in a period exceeding one year. The collection period for restructuring transaction receivables may exceed 90 days. We recorded bad debt expense of approximately \$1.5 million and reversed bad debt expense of approximately \$1.8 million for the six months ended June 30, 2022 and 2021, respectively.

As of June 30, 2022 and December 31, 2021, total receivables recorded in Accounts Receivable amounted to \$318.0 million and \$351.7 million, respectively, net of an allowance for credit losses, and total receivables recorded in Other Assets amounted to \$63.3 million and \$87.8 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 June 30, 2022, total contract assets recorded in Other Current Assets and Other Assets amounted to \$65.3 million and \$1.5 million, respectively. As of December 31, 2021, total contract assets recorded in Other Current Assets and Other Assets amounted to \$14.1 million and \$12.9 million, respectively.

With respect to our Investment Securities portfolio, which is comprised primarily of treasury bills, exchange-traded funds and securities investments, we manage our credit risk exposure by limiting concentration risk and maintaining investment grade credit quality. As of June 30, 2022, we had Investment Securities of \$987.1 million, of which 86% were treasury bills.

Critical Accounting Policies and Estimates

The unaudited condensed 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. For a discussion of our critical accounting policies and estimates, refer to our Annual Report on Form 10-K for the year ended December 31, 2021.

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 unaudited condensed consolidated financial statements.

Item 3. 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 2 " – Market Risk and Credit Risk" above.

Item 4. 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.

Changes in Internal Controls over Financial Reporting

We have not made any changes during the three months ended June 30, 2022 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).

PART II. OTHER INFORMATION

Item 1. 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 ASC 450 when warranted. Once established, such provisions are adjusted when there is more information available or when an event occurs requiring a change.

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

Issuer Purchases of Equity Securities

2022	Total Number of Shares (or Units) Purchased(1)	Average Price Paid Per Share	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs(2)	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs(2)
January 1 to January 31	574	\$ 136.20	—	5,311,647
February 1 to February 28	1,868,073	128.34	1,075,902	9,959,215
March 1 to March 31	122,469	125.00	—	9,959,215
Total January 1 to March 31	1,991,116	\$ 128.14	1,075,902	9,959,215
April 1 to April 30	215,573	\$ 109.11	208,568	9,750,647
May 1 to May 31	1,267,557	110.10	1,258,788	8,491,859
June 1 to June 30	85,581	110.09	44,942	8,446,917
Total April 1 to June 30	1,568,711	\$ 109.96	1,512,298	8,446,917
Total January 1 to June 30	3,559,827	\$ 120.13	2,588,200	8,446,917

(1) Includes the repurchase of 915,214 and 56,413 shares in treasury transactions arising from net settlement of equity awards to satisfy minimum tax obligations during the three months ended March 31, 2022 and June 30, 2022, respectively.

(2) On April 27, 2021, 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 were able to repurchase an aggregate of the lesser of \$750.0 million worth of Class A Shares and/or LP Units and 8.5 million Class A Shares and/or LP Units. In addition, 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 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.

Item 6. Exhibits and Financial Statement Schedules

Exhibit Number	Description
10.1	Form of Note Purchase Agreement, dated June 28, 2022
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)
101.INS	The following materials from the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, are formatted in Inline XBRL: (i) Condensed Consolidated Statements of Financial Condition as of June 30, 2022 and December 31, 2021, (ii) Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2022 and 2021, (iii) Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2022 and 2021, (iv) Condensed Consolidated Statements of Changes in Equity for the three and six months ended June 30, 2022 and 2021, (v) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2022 and 2021, and (vi) Notes to Condensed 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 Quarterly Report on Form 10-Q for the quarter ended June 30, 2022 is formatted in Inline XBRL (and contained in Exhibit 101)

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.

Evercore Inc.

\$67,000,000 4.61% Series J Senior Notes due November 15, 2028

Note Purchase Agreement

Dated June 28, 2022

SECTION 1.	AUTHORIZATION OF NOTES	1
SECTION 2.	SALE AND PURCHASE OF NOTES; SUBSIDIARY GUARANTIES	1
Section 2.1	Sale and Purchase of Notes	1
Section 2.2	Subsidiary Guaranties	1
SECTION 3.	CLOSING	2
SECTION 4.	CONDITIONS TO CLOSING	2
Section 4.1	Representations and Warranties	2
Section 4.2	Performance; No Default	2
Section 4.3	Compliance Certificates	2
Section 4.4	Opinions of Counsel	3
Section 4.5	Purchase Permitted by Applicable Law, Etc	3
Section 4.6	Sale of Other Notes	3
Section 4.7	Payment of Special Counsel Fees	3
Section 4.8	Private Placement Numbers	4
Section 4.9	Changes in Corporate Structure	4
Section 4.10	Funding Instructions	4
Section 4.11	Subsidiary Guaranties	4
Section 4.12	Proceedings and Documents	4
SECTION 5.	REPRESENTATIONS AND WARRANTIES OF THE COMPANY	4
Section 5.1	Organization; Power and Authority	4
Section 5.2	Authorization, Etc	5
Section 5.3	Disclosure	5
Section 5.4	Organization and Ownership of Shares of Subsidiaries; Affiliates	6
Section 5.5	Financial Statements; Material Liabilities	7
Section 5.6	Compliance with Laws, Other Instruments, Etc	7
Section 5.7	Governmental Authorizations, Etc	7
Section 5.8	Litigation; Observance of Agreements, Statutes and Orders	7
Section 5.9	Taxes	8
Section 5.10	Title to Property; Leases	8

TABLE OF CONTENTS
(continued)

		Page
Section 5.11	Licenses, Permits, Etc	8
Section 5.12	Compliance with ERISA	8
Section 5.13	Private Offering by the Company	10
Section 5.14	Use of Proceeds; Margin Regulations	10
Section 5.15	Existing Indebtedness; Future Liens	10
Section 5.16	Foreign Assets Control Regulations, Etc	11
Section 5.17	Status under Certain Statutes	12
Section 5.18	Environmental Matters	13
SECTION 6.	REPRESENTATIONS OF THE PURCHASERS	13
Section 6.1	Purchase for Investment	13
Section 6.2	Source of Funds	14
SECTION 7.	INFORMATION AS TO COMPANY	16
Section 7.1	Financial and Business Information	16
Section 7.2	Officer's Certificate	18
Section 7.3	Visitation	19
Section 7.4	Electronic Delivery	20
SECTION 8.	PAYMENT AND PREPAYMENT OF THE NOTES	21
Section 8.1	Maturity	21
Section 8.2	Optional Prepayments with Make-Whole Amount	21
Section 8.3	Allocation of Partial Prepayments	21
Section 8.4	Maturity; Surrender, Etc	22
Section 8.5	Purchase of Notes	22
Section 8.6	Make-Whole Amount	22
Section 8.7	Change of Control Prepayment	24
Section 8.8	Disposition of Assets Prepayment	24
Section 8.9	Payments Due on Non-Business Days	25
SECTION 9.	AFFIRMATIVE COVENANTS	26
Section 9.1	Compliance with Laws	26
Section 9.2	Insurance	26
Section 9.3	Maintenance of Properties	26

TABLE OF CONTENTS
(continued)

	Page
Section 9.4	Payment of Taxes and Claims 26
Section 9.5	Corporate Existence, Etc 27
Section 9.6	Books and Records 27
Section 9.7	Subsidiary Guarantors 27
SECTION 10.	NEGATIVE COVENANTS 28
Section 10.1	Transactions with Affiliates 29
Section 10.2	Merger, Consolidation, Etc 29
Section 10.3	Line of Business 30
Section 10.4	Terrorism Sanctions Regulations 30
Section 10.5	Liens 30
Section 10.6	Subsidiary Indebtedness 33
Section 10.7	Disposition of Assets 33
Section 10.8	Financial Covenants 35
SECTION 11.	EVENTS OF DEFAULT 35
SECTION 12.	REMEDIES ON DEFAULT, ETC 37
Section 12.1	Acceleration 37
Section 12.2	Other Remedies 38
Section 12.3	Rescission 38
Section 12.4	No Waivers or Election of Remedies, Expenses, Etc 38
SECTION 13.	REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES 39
Section 13.1	Registration of Notes 39
Section 13.2	Transfer and Exchange of Notes 39
Section 13.3	Replacement of Notes 39
Section 13.4	Legend 40
SECTION 14.	PAYMENTS ON NOTES 40
Section 14.1	Place of Payment 40
Section 14.2	Home Office Payment 40
SECTION 15.	EXPENSES, ETC 41
Section 15.1	Transaction Expenses 41
Section 15.2	Survival 41

TABLE OF CONTENTS
(continued)

Page

SECTION 16.	SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT	41
SECTION 17.	AMENDMENT AND WAIVER	42
Section 17.1	Requirements	42
Section 17.2	Solicitation of Holders of Notes	42
Section 17.3	Binding Effect, etc	43
Section 17.4	Notes Held by Company, etc	43
SECTION 18.	NOTICES	43
SECTION 19.	REPRODUCTION OF DOCUMENTS	44
SECTION 20.	CONFIDENTIAL INFORMATION	44
SECTION 21.	SUBSTITUTION OF PURCHASER	45
SECTION 22.	MISCELLANEOUS	46
Section 22.1	Successors and Assigns	46
Section 22.2	Accounting Terms	46
Section 22.3	Severability	48
Section 22.4	Construction, etc	48
Section 22.5	Divisions	48
Section 22.6	Counterparts	48
Section 22.7	Governing Law	49
Section 22.8	Jurisdiction and Process; Waiver of Jury Trial	49

SCHEDULE A	—	DEFINED TERMS
SCHEDULE 1	—	FORM OF SERIES J NOTE
SCHEDULE 2.2	—	FORM OF SUBSIDIARY GUARANTY
SCHEDULE 4.4(a)	—	FORM OF OPINION OF SPECIAL COUNSEL FOR THE COMPANY AND THE SUBSIDIARY GUARANTORS
SCHEDULE 4.4(b)	—	FORM OF OPINION OF SPECIAL COUNSEL FOR THE PURCHASERS
SCHEDULE 5.3	—	DISCLOSURE MATERIALS
SCHEDULE 5.4	—	SUBSIDIARIES OF THE COMPANY AND OWNERSHIP OF SUBSIDIARY STOCK
SCHEDULE 5.5	—	FINANCIAL STATEMENTS
SCHEDULE 5.15	—	EXISTING INDEBTEDNESS
SCHEDULE 10.5	—	EXISTING LIENS
SCHEDULE B	—	INFORMATION RELATING TO PURCHASERS

Evercore Inc.
55 E 52nd Street
New York, New York 10055
\$67,000,000 4.61% Series J Senior Notes due November 15, 2028

June 28, 2022

To Each of the Purchasers Listed in
Schedule B Hereto:

Ladies and Gentlemen:

Evercore Inc., a Delaware corporation (together with any successor thereto that becomes a party hereto pursuant to Section 10.2, the “**Company**”), agrees with each of the Purchasers as follows:

SECTION 1. AUTHORIZATION OF NOTES.

The Company will authorize the issue and sale of \$67,000,000 aggregate principal amount of its 4.61% Series J Senior Notes due November 15, 2028 (as amended, restated or otherwise modified from time to time pursuant to Section 17 and including any such notes issued in substitution therefor pursuant to Section 13, the “**Notes**”). The Notes shall be substantially in the forms set out in Schedule 1. Certain capitalized and other terms used in this Agreement are defined in Schedule A. References to a “Schedule” are references to a Schedule attached to this Agreement unless otherwise specified. References to a “Section” are references to a Section of this Agreement unless otherwise specified.

SECTION 2. SALE AND PURCHASE OF NOTES; SUBSIDIARY GUARANTIES.

Section 2.1 Sale and Purchase of Notes.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to each Purchaser and each Purchaser will purchase from the Company, at the Closing provided for in Section 3, Notes in the principal amount specified opposite such Purchaser’s name in Schedule B at the purchase price of 100% of the principal amount thereof. The Purchasers’ obligations hereunder are several and not joint obligations and no Purchaser shall have any liability to any Person for the performance or non-performance of any obligation by any other Purchaser hereunder.

Section 2.2 Subsidiary Guarantees.

Payment by the Company of all amounts due with respect to the Notes and performance by the Company of its obligations under this Agreement will also be guaranteed by the Subsidiary Guarantors and may, from time to time, be guaranteed by other direct or indirect Subsidiaries of the Company, in each case pursuant to a guaranty agreement substantially in the form of Schedule 2.2 or such other form as is in form and substance reasonably satisfactory to the Required Holders (each, as amended, restated or otherwise modified from time to time, a “**Subsidiary Guaranty**”).

SECTION 3. CLOSING.

The sale and purchase of the Notes to be purchased by each Purchaser shall occur at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York 10178-0060, at 9:00 a.m., New York City local time, at a closing (the “**Closing**”) on June 28, 2022. At the Closing the Company will deliver to each Purchaser the Notes to be purchased by such Purchaser in the form of a single Note (or such greater number of Notes in denominations of at least \$100,000 as such Purchaser may request) dated the date of the Closing and registered in such Purchaser’s name (or in the name of its nominee), against delivery by such Purchaser to the Company or its order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Company in accordance with the funding instructions provided pursuant to Section 4.10. If at the Closing the Company shall fail to tender such Notes to any Purchaser as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to such Purchaser’s satisfaction, such Purchaser shall, at its election, be relieved of all further obligations under this Agreement, without thereby waiving any rights such Purchaser may have by reason of any of the conditions specified in Section 4 not having been fulfilled to such Purchaser’s satisfaction or such failure by the Company to tender such Notes.

SECTION 4. CONDITIONS TO CLOSING.

Each Purchaser’s obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing is subject to the fulfillment to such Purchaser’s satisfaction, prior to or at the Closing, of the following conditions:

Section 4.1 Representations and Warranties.

- (a) The representations and warranties of the Company in this Agreement shall be correct when made and at the Closing.
- (b) The representations and warranties of the Subsidiary Guarantors in their respective Subsidiary Guaranties shall be correct when made and at the Closing.

Section 4.2 Performance; No Default.

- (a) The Company shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing. Before and after giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by Section 5.14), no Default or Event of Default shall have occurred and be continuing. Neither the Company nor any Subsidiary shall have entered into any transaction since the date of the Presentation that would have been prohibited by Section 10 had such Section applied since such date.
- (b) Each Subsidiary Guarantor shall have performed and complied with all agreements and conditions contained in its Subsidiary Guaranty required to be performed or complied with by it prior to or at the Closing.

Section 4.3 Compliance Certificates.

(a) *Officer's Certificate.* The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of the Closing, certifying that the conditions specified in Sections 4.1, 4.2 and 4.9 have been fulfilled.

(b) Secretary's Certificates.

(i) The Company shall have delivered to such Purchaser a certificate of its Secretary or Assistant Secretary, dated the date of the Closing, certifying as to (i) the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Notes and this Agreement, (ii) the Company's organizational documents as then in effect, and (iii) copies of the PNC Loan Documents.

(ii) Each Subsidiary Guarantor shall have delivered to such Purchaser a certificate of its Secretary, Assistant Secretary or other authorized person, dated the date of the Closing, certifying as to (i) the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of its Subsidiary Guaranty and (ii) such Subsidiary Guarantor's organizational documents as then in effect.

Section 4.4 Opinions of Counsel. Such Purchaser shall have received opinions in form and substance satisfactory to such Purchaser, dated the date of the Closing (a) from Simpson Thacher & Bartlett LLP, counsel for the Company and the Subsidiary Guarantors, substantially in the form set forth in Schedule 4.4(a) (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from Morgan, Lewis & Bockius LLP, the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Schedule 4.4(b) and covering such other matters incident to such transactions as such Purchaser may reasonably request.

Section 4.5 Purchase Permitted By Applicable Law, Etc. On the date of the Closing such Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Purchaser, such Purchaser shall have received an Officer's Certificate certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine whether such purchase is so permitted.

Section 4.6 Sale of Other Notes. Contemporaneously with the Closing, the Company shall sell to each other Purchaser and each other Purchaser shall purchase the Notes to be purchased by it at the Closing as specified in Schedule B.

Section 4.7 Payment of Special Counsel Fees. Without limiting the provisions of Section 15.1, the Company shall have paid on or before the Closing the fees, charges and

disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to the Closing.

Section 4.8 Private Placement Numbers. Private Placement Numbers issued by PPN CUSIP Unit of CUSIP Global Services (in cooperation with the SVO) shall have been obtained for the Notes.

Section 4.9 Changes in Corporate Structure. Neither the Company nor any Subsidiary Guarantor shall have changed its jurisdiction of incorporation or organization, as applicable, or been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, at any time following the date of the most recent financial statements referred to in Schedule 5.5.

Section 4.10 Funding Instructions. At least five (5) Business Days prior to the date of the Closing, each Purchaser shall have received written instructions signed by a Responsible Officer on letterhead of the Company including (a) the name and address of the transferee bank, (b) such transferee bank's ABA number and (c) the account name and number into which the purchase price for the Notes is to be deposited, which account shall be fully opened and able to receive micro deposits in accordance with this Section at least five (5) Business Days prior to the Closing. An identifiable Responsible Officer of the Company shall confirm the written instructions by either a live videoconference or conference call made available to the Purchasers no later than two (2) Business Days prior to the Closing (or such shorter period as may be agreed by each applicable Purchaser). Each Purchaser has the right, but not the obligation, upon written notice (which may be by email) to the Company, to elect to deliver a micro deposit (less than \$51.00) to the account identified in the written instructions no later than two (2) Business Days prior to the Closing (or such shorter period as may be agreed by each applicable Purchaser). If a Purchaser delivers a micro deposit, a Responsible Officer must verbally verify the receipt and amount of the micro deposit to such Purchaser on a telephone call initiated by such Purchaser prior to the Closing. The Company shall not be obligated to return the amount of the micro deposit, nor will the amount of the micro deposit be netted against the Purchaser's purchase price of the Notes.

Section 4.11 Subsidiary Guaranties. Each Subsidiary Guarantor shall have duly executed and delivered to the Purchasers a Subsidiary Guaranty substantially in the form of Schedule 2.2 and each such Subsidiary Guaranty shall be in full force and effect.

Section 4.12 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

Section 5.1 Organization; Power and Authority.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver this Agreement and the Notes and to perform the provisions hereof and thereof.

(b) Each Subsidiary Guarantor is a limited partnership or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign limited partnership or limited liability company and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Subsidiary Guarantor has the power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts and proposes to transact, to execute and deliver its Subsidiary Guaranty and to perform the provisions thereof.

Section 5.2 Authorization, Etc.

(a) This Agreement and the Notes have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof each Note will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) The Subsidiary Guaranty of each Subsidiary Guarantor has been duly authorized by all necessary action on the part of such Subsidiary Guarantor, and such Subsidiary Guaranty constitutes a legal, valid and binding obligation of such Subsidiary Guarantor enforceable against such Subsidiary Guarantor in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3 Disclosure. The Company, through its agents, J.P. Morgan Securities LLC and PNC Capital Markets LLC, has provided to each Purchaser an investor presentation entitled Private Placement of \$67mm of Senior Notes, dated May 31, 2022 (the "**Presentation**"), relating to the transactions contemplated hereby. The Presentation fairly describes, in all material respects, the general nature of the business and principal properties of the Company and its Subsidiaries. This Agreement, the Presentation, the financial statements listed in Schedule 5.5 and the

documents, certificates or other writings delivered to the Purchasers by or on behalf of the Company prior to June 10, 2022, in connection with the transactions contemplated hereby and identified in Schedule 5.3 (this Agreement, the Presentation and such documents, certificates or other writings and such financial statements delivered to each Purchaser being referred to, collectively, as the “**Disclosure Documents**”), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made; *provided* that with respect to any statements, estimates or projections with respect to future performance included in the Disclosure Documents, the Company represents only that such statements, estimates or projections have been prepared in good faith based upon assumptions believed by the Company to be reasonable on the date any such statements, estimates or projections were prepared and furnished. Except as disclosed in the Disclosure Documents, since December 31, 2021, there has been no change in the financial condition, operations, business, properties or prospects of the Company or any Subsidiary except changes that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could, in the Company’s good faith opinion, reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents.

Section 5.4 Organization and Ownership of Shares of Subsidiaries; Affiliates.

(a) Schedule 5.4 contains (except as noted therein) complete and correct lists of (i) the Company’s Subsidiaries, showing, as to each Subsidiary, the name thereof, the jurisdiction of its organization, and the percentage of shares of each class of its capital stock or similar equity interests outstanding owned by the Company and each other Subsidiary, (ii) the Company’s Affiliates, other than Subsidiaries, and (iii) the Company’s directors and senior officers.

(b) All of the outstanding shares of capital stock or similar equity interests of each Subsidiary shown in Schedule 5.4 as being owned by the Company and its Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by the Company or another Subsidiary free and clear of any Lien that is prohibited by this Agreement.

(c) Each Subsidiary is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

(d) No Subsidiary is subject to any legal, regulatory, contractual or other restriction (other than as set forth on Schedule 5.4 and customary limitations imposed by corporate law or similar statutes) restricting the ability of such Subsidiary to pay dividends out of profits or make any other similar distributions of profits to the Company or any of

its Subsidiaries that owns outstanding shares of capital stock or similar equity interests of such Subsidiary.

Section 5.5 Financial Statements; Material Liabilities. The Company has delivered to each Purchaser copies of the financial statements of the Company and its Subsidiaries listed on Schedule 5.5. 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 as of the respective dates specified in such Schedule and the consolidated results of their operations and cash flows for the respective periods so specified and have been prepared in accordance with 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). The Company and its Subsidiaries do not have any Material liabilities that are not disclosed in the Disclosure Documents.

Section 5.6 Compliance with Laws, Other Instruments, Etc. The execution, delivery and performance by the Company of this Agreement and the Notes, and the execution, delivery and performance by each Subsidiary Guarantor of its Subsidiary Guaranty, will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, shareholders agreement or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary.

Section 5.7 Governmental Authorizations, Etc. No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement or the Notes, or in connection with the execution, delivery or performance by any Subsidiary Guarantor of its Subsidiary Guaranty.

Section 5.8 Litigation; Observance of Agreements, Statutes and Orders.

(a) There are no actions, suits, investigations or proceedings pending or, to the best knowledge of the Company, threatened against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is (i) in default under any agreement or instrument to which it is a party or by which it is bound, (ii) in violation of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or (iii) in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority (including, without limitation, Environmental Laws, the USA PATRIOT Act or any of the other laws and regulations that are referred to in Section 5.16),

which default or violation could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.9 Taxes. 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 filings or payments related to taxes and assessments (i) which, individually or in the aggregate, is not Material 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. 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, 2016.

Section 5.10 Title to Property; Leases. The Company and its Subsidiaries have good and sufficient title to their respective properties that individually or in the aggregate are Material, including all such properties reflected in the most recent audited balance sheet referred to in Section 5.5 or purported to have been acquired by the Company or any Subsidiary after such date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of Liens prohibited by this Agreement. All leases that individually or in the aggregate are Material are valid and subsisting and are in full force and effect in all material respects.

Section 5.11 Licenses, Permits, Etc.

(a) The Company and its Subsidiaries own or possess all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of others.

(b) To the best knowledge of the Company, no product or service of the Company or any of its Subsidiaries infringes in any material respect any license, permit, franchise, authorization, patent, copyright, proprietary software, service mark, trademark, trade name or other right owned by any other Person.

(c) To the best knowledge of the Company, there is no Material violation by any Person of any right of the Company or any of its Subsidiaries with respect to any patent, copyright, proprietary software, service mark, trademark, trade name or other right owned or used by the Company or any of its Subsidiaries.

Section 5.12 Compliance with ERISA.

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of

noncompliance as have not resulted in and could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA (other than liability to the PBGC for timely paid premiums under section 4007 of ERISA) or the penalty or excise tax provisions of the Code relating to its Plans or any Multiemployer Plan, and no event, transaction or condition has occurred or exists that could, individually or in the aggregate, reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to section 430(k) of the Code or to any such penalty or excise tax provisions under the Code relating to any Plan or section 4068 of ERISA or by the granting of a security interest in connection with the amendment of a Plan, other than such liabilities or Liens as would not be individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. (For the avoidance of doubt, the reference in the immediately preceding sentence to any event, transaction or condition has occurred or exists and that could result in a penalty or excise tax under the Code or federal law does not apply to any Multiemployer Plans and/or any penalties or excise taxes relating to potential prohibited transactions in connection with the execution and delivery of this Agreement, which are separately covered in Section 5.12(e) below.)

(b) To the extent applicable, the present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities. The term "**benefit liabilities**" has the meaning specified in section 4001 of ERISA and the terms "**current value**" and "**present value**" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are reasonably expected to result in a Material Adverse Effect.

(d) To the extent applicable, the expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 715-60, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material.

(e) The execution and delivery of this Agreement, the execution and delivery of the Subsidiary Guaranties of the Subsidiary Guarantors, and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406(a) of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject

to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds to be used to pay the purchase price of the Notes to be purchased by such Purchaser.

Section 5.13 Private Offering by the Company. Neither the Company nor anyone acting on its behalf has offered the Notes or any similar Securities for sale to, or solicited any offer to buy the Notes or any similar Securities from, or otherwise approached or negotiated in respect thereof with, any Person other than the Purchasers and not more than 16 other Institutional Investors, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

Section 5.14 Use of Proceeds; Margin Regulations. The Company will use the proceeds of the sale of the Notes hereunder to refinance existing Indebtedness. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any Securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 15% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 15% of the value of such assets. As used in this Section, the terms **"margin stock"** and **"purpose of buying or carrying"** shall have the meanings assigned to them in said Regulation U.

Section 5.15 Existing Indebtedness; Future Liens.

(a) Except as described therein, Schedule 5.15 sets forth a complete and correct list of all outstanding Indebtedness of the Company and its Subsidiaries as of June 28, 2022 (including descriptions of the obligors and obligees, principal amounts outstanding, any collateral therefor and any Guaranties thereof), since which date there has been no Material change in the amounts, interest rates, sinking funds, installment payments or maturities of the Indebtedness of the Company or its Subsidiaries. Neither the Company nor any Subsidiary is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Indebtedness of the Company or such Subsidiary and no event or condition exists with respect to any Indebtedness of the Company or any Subsidiary that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Indebtedness to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

(b) Except as disclosed in Schedule 5.15, neither the Company nor any Subsidiary has agreed or consented to cause or permit any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien that secures Indebtedness.

(c) Neither the Company nor any Subsidiary is a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Company or such Subsidiary, any agreement relating thereto or any other agreement (including, but not limited to, its charter or any other organizational document) which limits the amount of, or otherwise imposes restrictions on the incurring of, Indebtedness of the Company, except as disclosed in Schedule 5.15.

Section 5.16 Foreign Assets Control Regulations, Etc.

(a) Neither the Company nor any Controlled Entity is (i) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, United States Department of the Treasury (“**OFAC**”) (an “**OFAC Listed Person**”) (ii) an agent, department, or instrumentality of, or is otherwise beneficially majority owned by, controlled by or acting on behalf of, directly or indirectly, (x) any OFAC Listed Person or (y) any Person, entity, organization, foreign country or regime that is target of any OFAC Sanctions Program, or (iii) otherwise blocked, targeted by sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Comprehensive Iran Sanctions, Accountability and Divestment Act (“**CISADA**”) or any similar applicable law or regulation administered or enforced by OFAC, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing (collectively, “**U.S. Economic Sanctions**”) (each OFAC Listed Person and each other Person, entity, organization and government of a country described in clause (i), clause (ii) or clause (iii), a “**Blocked Person**”). Neither the Company nor any Controlled Entity has been notified in writing that its name appears or is expected in the future to appear on a state list of Persons that engage in investment or other commercial activities in Iran or any other country that is the target of U.S. Economic Sanctions.

(b) No part of the proceeds from the sale of the Notes hereunder constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Controlled Entity, directly or indirectly, (i) in connection with any investment in, or any transactions or dealings with, any Blocked Person, or (ii) otherwise in violation of U.S. Economic Sanctions.

(c) Neither the Company nor any Controlled Entity (i) has been found in violation of, charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act or any other United States law or regulation governing such activities (collectively, “**Anti-Money Laundering Laws**”) or any U.S. Economic Sanctions violations, (ii) to the Company’s actual knowledge after making due inquiry, is under investigation by any Governmental Authority for possible violation of Anti-Money Laundering Laws or any U.S. Economic Sanctions violations, (iii) has been assessed civil penalties under any Anti-Money Laundering Laws or any U.S. Economic Sanctions, or (iv) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering

Laws. The Company has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Money Laundering Laws and U.S. Economic Sanctions.

(d)

(i) Neither the Company nor any Controlled Entity (A) has been charged with, or convicted of bribery or any other anti-corruption related activity under any applicable law or regulation in a U.S. or any non-U.S. country or jurisdiction in which the Company or any Controlled Entity conducts business, including but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (collectively, “**Anti-Corruption Laws**”), (B) to the Company’s actual knowledge after making due inquiry, is under investigation by any U.S. or non-U.S. Governmental Authority for possible violation of Anti-Corruption Laws, (C) has been assessed civil or criminal penalties under any Anti-Corruption Laws or (D) has been or is the target of sanctions imposed by the United Nations or the European Union;

(ii) To the Company’s actual knowledge after making due inquiry, neither the Company nor any Controlled Entity has, within the last five years, directly or indirectly offered, promised, given, paid or authorized the offer, promise, giving or payment of anything of value to a Governmental Official or a commercial counterparty for the purposes of: (A) improperly influencing any act, decision or failure to act by such Governmental Official in his or her official capacity or such commercial counterparty, (B) inducing a Governmental Official to do or omit to do any act in violation of the Governmental Official’s lawful duty, or (C) inducing a Governmental Official or a commercial counterparty to use his or her influence improperly with a government or instrumentality to affect any act or decision of such government or entity; in each case in order to obtain, retain or direct business or to otherwise secure an improper advantage in violation of any applicable law or regulation or which would cause any holder to be in violation of any law or regulation applicable to such holder; and

(iii) No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage. The Company has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable law) to ensure that the Company and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Corruption Laws.

Section 5.17 Status under Certain Statutes. Neither the Company nor any Subsidiary is required to register as an investment company under the Investment Company Act of 1940, as amended, or subject to regulation under the Federal Power Act, as amended.

Section 5.18 Environmental Matters.

(a) Neither the Company nor any Subsidiary has knowledge of any claim or has received any notice of any claim and no proceeding has been instituted asserting any claim against the Company or any of its Subsidiaries or any of their respective real properties or other assets now or formerly owned, leased or operated by any of them, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them in a manner which is contrary to any Environmental Law that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(d) Neither the Company nor any Subsidiary has disposed of any Hazardous Materials in a manner which is contrary to any Environmental Law that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(e) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

SECTION 6. REPRESENTATIONS OF THE PURCHASERS.

Section 6.1 Purchase for Investment.

(a) Each Purchaser severally represents that it is purchasing the Notes for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, *provided* that the disposition of such Purchaser's or their property shall at all times be within such Purchaser's or their control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Notes.

(b) Each Purchaser further severally represents to the Company that it is (i) a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act or (ii) an Institutional Accredited Investor (as defined below) that is an "institutional account" as defined in FINRA Rule 4512(c) (an, "**Institutional Account**") and is

purchasing the Notes in the ordinary course of its business solely for its own account or for accounts of investors who are institutional accredited investors within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act (each, an “**Institutional Accredited Investor**”) that is an Institutional Account for whom such Purchaser acts as a duly authorized fiduciary or agent and as to which account such Purchaser exercises sole investment discretion, in each case for the purpose of investment, without a view to the distribution or resale of such Notes, but subject, nevertheless, to the disposition of the Notes being at all times within such Purchaser’s control.

(c) Each Purchaser acknowledges that the Company is entering into this Agreement and the Subsidiary Guarantors are entering into the Subsidiary Guaranties in reliance upon the representations, warranties and acknowledgements of the Purchasers in this Section 6.

(d) Each Purchaser severally represents to the Company that such Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of a purchase of Notes for itself or, to the extent such Purchaser is purchasing the Notes other than for its own account, for each person for whose account such Purchaser is acquiring any Notes, and each Purchaser has determined that the Notes are a suitable investment for itself or, to the extent such Purchaser is purchasing the Notes other than for its own account, for each person for whose account such Purchaser is acquiring any Notes, both in the nature and the principal amount of the Notes being acquired. Each Purchaser acknowledges that it has received such information concerning the Company, the Subsidiary Guarantors, the Notes and the Subsidiary Guaranties and has been given the opportunity to ask such questions of and receive answers from representatives of the Company as it deems sufficient, based on information provided by the Company to such Purchaser, to make an informed investment decision with respect to the Notes.

Section 6.2 Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a “**Source**”) to be used by such Purchaser to pay the purchase price of the Notes to be purchased by such Purchaser hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“**PTE**”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the NAIC (the “**NAIC Annual Statement**”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser's fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c) and identified in writing as a Source described in this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an "investment fund" (within the meaning of Part VI of PTE 84-14 (the "**QPAM Exemption**")) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part VI of the QPAM Exemption), no employee benefit plan's assets that are managed by the QPAM in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, represent more than 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM maintains an ownership interest in the Company that would cause the QPAM and the Company to be "related" within the meaning of Part VI(h) of the QPAM Exemption and (i) the identity of such QPAM and (ii) the names of any employee benefit plans whose assets in the investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization, represent 10% or more of the assets of such investment fund, have been disclosed to the Company in writing pursuant to this clause (d) and identified in such writing as a Source described in this clause (d); or

(e) the Source constitutes assets of a "plan(s)" (within the meaning of Part IV(h) of PTE 96-23 (the "**INHAM Exemption**")) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Part IV(d)(3) of the INHAM Exemption) owns a 10% or more interest in the Company and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e) and identified in such writing as a Source described in this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g) and identified in such writing as a Source described in this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms “**employee benefit plan**,” “**governmental plan**,” and “**separate account**” shall have the respective meanings assigned to such terms in section 3 of ERISA.

SECTION 7. INFORMATION AS TO COMPANY.

Section 7.1 Financial and Business Information. The Company shall deliver to each holder of a Note that is an Institutional Investor:

(a) *Quarterly Statements* — within 45 days (or such shorter period as is the earlier of (x) 15 days greater than the period applicable to the filing of the Company’s Quarterly Report on Form 10-Q (the “**Form 10-Q**”) with the SEC regardless of whether the Company is subject to the filing requirements thereof and (y) the date by which such financial statements are required to be delivered under any Material Credit Facility or the date on which such corresponding financial statements are delivered under any Material Credit Facility if such delivery occurs earlier than such required delivery date) after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year), duplicate copies of:

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter, and

(ii) consolidated statements of income, changes in shareholders’ equity and cash flows of the Company and its Subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments, *provided* that delivery within the time period specified above of copies of the Company’s Form 10-Q prepared in compliance with the requirements therefor and filed with the SEC shall be deemed to satisfy the requirements of this Section 7.1(a);

(b) *Annual Statements* — within 90 days (or such shorter period as is the earlier of (x) 15 days greater than the period applicable to the filing of the Company’s Annual Report on Form 10-K (the “**Form 10-K**”) with the SEC regardless of whether the

Company is subject to the filing requirements thereof and (y) the date by which such financial statements are required to be delivered under any Material Credit Facility or the date on which such corresponding financial statements are delivered under any Material Credit Facility if such delivery occurs earlier than such required delivery date) after the end of each fiscal year of the Company, duplicate copies of:

- (i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such year, and
- (ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances, *provided* that the delivery within the time period specified above of the Company's Form 10-K for such fiscal year (together with the Company's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 under the Securities Exchange Act of 1934) prepared in accordance with the requirements therefor and filed with the SEC, shall be deemed to satisfy the requirements of this Section 7.1(b);

(c) *SEC and Other Reports* — promptly upon their becoming available, one copy of (i) each financial statement, report, notice or proxy statement sent by the Company or any Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public Securities holders generally, and (ii) each regular or periodic report, each registration statement (without exhibits except as expressly requested by such Purchaser or holder), and each prospectus and all amendments thereto filed by the Company or any Subsidiary with the SEC and of all press releases and other statements made available generally by the Company or any Subsidiary to the public concerning developments that are Material;

(d) *Notice of Default or Event of Default* — promptly, and in any event within 15 days after a Responsible Officer becoming aware of the existence of any Default or Event of Default or that any Person has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 11(f), a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) *ERISA Matters* — promptly, and in any event within 15 days after a Responsible Officer becoming aware of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect;

(f) *Notices from Governmental Authority* — promptly, and in any event within 30 days of receipt thereof, copies of any notice to the Company or any Subsidiary from any federal or state Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect; and

(g) *Requested Information* — with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries (including, but without limitation, actual copies of the Company's Form 10-Q and Form 10-K) or relating to the ability of the Company to perform its obligations hereunder and under the Notes as from time to time may be reasonably requested by any such holder of a Note.

Section 7.2 Officer's Certificate. Each set of financial statements delivered to a holder of a Note pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer:

(a) *Covenant Compliance* — setting forth the information from such financial statements that is required in order to establish whether the Company was in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or

minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence, together with (i) a reconciliation from GAAP with respect to the treatment of leases hereunder as operating leases consistent with GAAP as in effect on March 30, 2016, as provided in Section 22.2(a) and (ii) in the event that the Company or any Subsidiary has made an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 22.2(a)) as to the period covered by any such financial statement, a reconciliation from GAAP with respect to such election;

(b) *Event of Default* — certifying that such Senior Financial Officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the quarterly or annual period covered by the financial statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto; and

(c) *Subsidiary Guarantors* — setting forth a list of any Subsidiaries that were Subsidiary Guarantors during the quarterly or annual period covered by the financial statements then being furnished and, if any such Subsidiary was not a Subsidiary Guarantor during the entire quarterly or annual period, setting forth the dates on which such Subsidiary was a Subsidiary Guarantor.

Section 7.3 Visitation. The Company shall permit the representatives of each holder of a Note that is an Institutional Investor:

(a) *No Default* — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; and

(b) *Default* — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs,

finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested; *provided* that no holder of Notes shall 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 20, 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 20, the Company is 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 and not entered into in contemplation of this proviso, provided further that, with respect to this clause (ii), (x) the Company shall 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 is not permitted to disclose any information as a result of the limitations described in the first proviso to this clause (b), the Company will provide each of the holders with an Officer's Certificate describing generally the requested information that the Company is prohibited from disclosing pursuant to such proviso and the circumstances under which the Company is not permitted to disclose such information. Promptly after a request therefor from any holder of Notes that is an Institutional Investor, the Company will provide such holder with a written opinion of counsel (which may be addressed to the Company) relied upon as to such information that the Company is prohibited from disclosing to such holder under circumstances described in the first proviso to this clause (b).

Section 7.4 Electronic Delivery. Financial statements, opinions of independent certified public accountants, other information and Officer's Certificates that are required to be delivered by the Company pursuant to Sections 7.1(a), (b) or (c) and Section 7.2 shall be deemed to have been delivered if the Company satisfies any of the following requirements with respect thereto:

- (i) such financial statements satisfying the requirements of Section 7.1(a) or (b) and related Officer's Certificate satisfying the requirements of Section 7.2 are delivered to each holder of a Note by e-mail;
- (ii) the Company shall have timely filed such Form 10-Q or Form 10-K, satisfying the requirements of Section 7.1(a) or Section 7.1(b), as the case may be, with the SEC on EDGAR and shall have made such form and the related Officer's Certificate satisfying the requirements of Section 7.2 available on its website, which is located at <http://www.evercore.com> as of the date of this Agreement;
- (iii) such financial statements satisfying the requirements of Section 7.1(a) or Section 7.1(b) and related Officer's Certificate(s) satisfying the requirements of Section 7.2 are timely posted by or on behalf of the Company on

Intralinks or on any other similar website to which each holder of Notes has free access; or

(iv) the Company shall have filed any of the items referred to in Section 7.1(c) with the SEC on EDGAR and shall have made such items available on its website or on Intralinks or on any other similar website to which each holder of Notes has free access;

provided however; that in the case of any of clauses (ii), (iii) or (iv), the Company shall have given each holder of a Note prior written notice, which may be by e-mail or in accordance with Section 18, of such posting or filing in connection with each delivery, *provided further*; that upon request of any holder to receive paper copies of such forms, financial statements and Officer's Certificates or to receive them by e-mail, the Company will promptly e-mail them or deliver such paper copies, as the case may be, to such holder.

SECTION 8. PAYMENT AND PREPAYMENT OF THE NOTES.

Section 8.1 Maturity. As provided therein, the entire unpaid principal balance of each Note shall be due and payable on the Maturity Date thereof.

Section 8.2 Optional Prepayments with Make-Whole Amount. The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, the Notes, in an amount not less than 5% of the aggregate principal amount of the Notes then outstanding in the case of a partial prepayment, at 100% of the principal amount so prepaid, and the Make-Whole Amount determined for the prepayment date with respect to such principal amount; provided that the Company may prepay all or any part of any series (rather than all or any part of all series) of Notes only so long as no Default or Event of Default shall have occurred and be continuing. The Company will give each holder of Notes written notice of each optional prepayment under this Section 8.2 not less than ten days and not more than 60 days prior to the date fixed for such prepayment unless the Company and the Required Holders agree to another time period pursuant to Section 17. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Notes, designated by series, if applicable, to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.3), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due with respect to each series of Notes in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, the Company shall deliver to each holder of Notes of the series to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified prepayment date.

Section 8.3 Allocation of Partial Prepayments. In the case of each partial prepayment of the Notes pursuant to Section 8.2, the principal amount of the Notes to be prepaid shall be allocated among all of the Notes of each series to be prepaid at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

Section 8.4 Maturity; Surrender, Etc. In the case of each prepayment of Notes pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment, together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

Section 8.5 Purchase of Notes. The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes of any series except (a) upon the payment or prepayment of such series of the Notes in accordance with this Agreement and such series of the Notes or (b) pursuant to an offer to purchase any outstanding Notes of such series made by the Company or an Affiliate pro rata to the holders of all Notes of such series at the time outstanding upon the same terms and conditions; provided that the Company may only make an offer to purchase an individual series of Notes (rather than all Notes) so long as no Default or Event of Default shall have occurred and be continuing. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least ten Business Days. If the holders of more than 50% of the principal amount of the Notes of such series then outstanding accept such offer, the Company shall promptly notify the remaining holders of such series of Notes of such fact and the expiration date for the acceptance by holders of such series of Notes of such offer shall be extended by the number of days necessary to give each such remaining holder at least five Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment, prepayment or purchase of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

Section 8.6 Make-Whole Amount.

“Make-Whole Amount” means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Note over the amount of such Called Principal, *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

“Called Principal” means, with respect to any Note, the principal of such Note that is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

“Discounted Value” means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

“Reinvestment Yield” means, with respect to the Called Principal of any Note, 0.50% over the yield to maturity implied by the yield(s) reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on-the-run U.S. Treasury securities (“**Reported**”) having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. If there are no such U.S. Treasury securities Reported having a maturity equal to such Remaining Average Life, then such implied yield to maturity will be determined by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between the yields Reported for the applicable most recently issued actively traded on-the-run U.S. Treasury securities with the maturities (1) closest to and greater than such Remaining Average Life and (2) closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

If such yields are not Reported or the yields Reported as of such time are not ascertainable (including by way of interpolation), then **“Reinvestment Yield”** means, with respect to the Called Principal of any Note, 0.50% over the yield to maturity implied by the U.S. Treasury constant maturity yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for the U.S. Treasury constant maturity having a term equal to the Remaining Average Life of such Called Principal as of such Settlement Date. If there is no such U.S. Treasury constant maturity having a term equal to such Remaining Average Life, such implied yield to maturity will be determined by interpolating linearly between (1) the U.S. Treasury constant maturity so reported with the term closest to and greater than such Remaining Average Life and (2) the U.S. Treasury constant maturity so reported with the term closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

“Remaining Average Life” means, with respect to any Called Principal, the number of years obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years, computed on the basis of a 360-day year composed of twelve 30-day months and calculated to two decimal places, that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

“Remaining Scheduled Payments” means, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.4 or Section 12.1.

“Settlement Date” means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

Section 8.7 Change of Control Prepayment.

(a) Within 10 Business Days following the date of any Change of Control, the Company shall give written notice of such Change of Control (a **“Change of Control Notice”**) to each holder of a Note, which shall contain and constitute an offer to prepay (the **“Change of Control Offer”**) the entire unpaid principal amount of Notes issued by it that are held by such holder, together with any accrued and unpaid interest thereon (without any Make-Whole Amount) on a date specified in such Change of Control Notice, which date shall be a Business Day not less than 30 days and not more than 60 days after the date of such Change of Control Notice (the **“Change of Control Prepayment Date”**) (if such date shall not be specified in such Change of Control Notice, the Change of Control Prepayment Date shall be the first Business Day after the 45th Business Day after the date of such Change of Control Notice). The Change of Control Notice shall (i) describe the facts and circumstances of such Change of Control in reasonable detail, (ii) refer to this Section 8.7 and the rights of the holders hereunder, (iii) contain the Change of Control Offer, (iv) state the amount of interest that would be paid on such Change of Control Prepayment Date with respect to such holder’s Notes, and (v) request that such holder notify the Company in writing by a stated date (the **“Change of Control Acceptance Notification Date”**), which date shall not be less than 20 days after such holder’s receipt of such Change of Control Notice, if such holder wishes its Notes to be so prepaid.

(b) To accept an offer of prepayment set forth in a Change of Control Notice, a holder of a Note shall cause a written notice of such acceptance to be delivered to the Company on or before the Change of Control Acceptance Notification Date. If a holder does not notify the Company on or before the Change of Control Acceptance Notification Date of such holder’s acceptance or rejection of the prepayment offer contained in the Change of Control Notice, then the holder shall be deemed to have rejected the prepayment offer.

(c) On the Change of Control Prepayment Date, the entire outstanding principal amount of the Notes held by each holder of a Note that has accepted such prepayment offer, together with any interest accrued thereon to the Change of Control Prepayment Date, shall become due and payable.

(d) Nothing in this Section 8.7 shall be construed to limit the rights or remedies of the holders following a Default or Event of Default.

Section 8.8 Disposition of Assets Prepayment.

(a) In the event the Company makes an offer of prepayment of the Notes pursuant to Section 10.7(g)(ii), the Company shall give written notice thereof (an **“Asset Disposition Prepayment Notice”**) to each holder of a Note, which notice shall contain and constitute an offer to prepay (the **“Asset Disposition Prepayment Offer”**) a stated portion

of the outstanding principal amount of the Notes issued by it that are held by such holder in an aggregate amount equal to such holder's Pro Rata Amount of the Net Proceeds of such Disposition being applied in accordance with Section 10.7(g)(ii), together with any accrued and unpaid interest thereon (without any Make-Whole Amount) on a date specified in such Asset Disposition Prepayment Notice, which date shall be a Business Day not less than 30 days and not more than 60 days after the date of such Asset Disposition Prepayment Notice (the "**Asset Disposition Prepayment Date**") (if such date shall not be specified in such Asset Disposition Prepayment Notice, the Asset Disposition Prepayment Date shall be the first Business Day after the 45th Business Day after the date of such Asset Disposition Prepayment Notice). The Asset Disposition Prepayment Notice shall (i) describe the nature of the relevant Disposition in reasonable detail, (ii) refer to this Section 8.8 and the rights of the holders hereunder, (iii) state the amount of the Net Proceeds of such Disposition and the aggregate principal amount of Indebtedness being prepaid and/or offered to be prepaid pursuant to Section 10.7(g)(ii), (iv) contain the Asset Disposition Prepayment Offer, (v) state the amount of interest that would be paid on such Asset Disposition Prepayment Date with respect to such holder's Notes and (vi) request that such holder notify the Company in writing by a stated date (the "**Asset Disposition Acceptance Notification Date**"), which date shall be not less than 20 days after such holder's receipt of such Asset Disposition Prepayment Notice, if such holder wishes its Notes to be so prepaid.

(b) To accept an offer of prepayment set forth in an Asset Disposition Prepayment Notice, a holder of a Note shall cause a written notice of such acceptance to be delivered to the Company on or before the Asset Disposition Acceptance Notification Date. If a holder does not notify the Company on or before the Asset Disposition Acceptance Notification Date of such holder's acceptance or rejection of the prepayment offer contained in the Asset Disposition Prepayment Notice, then the holder shall be deemed to have rejected the prepayment offer.

(c) On the Asset Disposition Prepayment Date, the appropriate outstanding principal amount of the Notes held by each holder of Notes that has accepted such prepayment offer (equal to such holder's Pro Rata Amount of the Net Proceeds of the relevant Disposition being applied pursuant to Section 10.7(g)(ii)), together with any interest accrued thereon to the Asset Disposition Prepayment Date, shall become due and payable.

(d) Nothing in this Section 8.8 shall be construed to limit the rights or remedies of the holders following a Default or Event of Default.

Section 8.9 Payments Due on Non-Business Days. Anything in this Agreement or the Notes to the contrary notwithstanding, (x) subject to clause (y), any payment of interest on any Note that is due on a date that is not a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; and (y) any payment of principal of or Make-Whole Amount on any Note (including principal due on the Maturity Date of such Note) that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the

additional days elapsed in the computation of interest payable on such next succeeding Business Day.

SECTION 9. AFFIRMATIVE COVENANTS.

The Company covenants that so long as any of the Notes are outstanding:

Section 9.1 Compliance with Laws. Without limiting Section 10.4, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, ERISA (assuming the representations in Section 6.2 made or deemed made by each Purchaser or transferee of a Note are true), Environmental Laws, the USA PATRIOT Act and the other laws and regulations that are referred to in Section 5.16, 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.

Section 9.2 Insurance. The Company will, and will cause each of its 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.

Section 9.3 Maintenance of Properties. The Company will, and will cause each of its 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 shall not prevent the Company or any Subsidiary 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.

Section 9.4 Payment of Taxes and Claims. The Company will, and will cause each of its 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, *provided* that neither the Company nor any Subsidiary need file any such return or 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 has established adequate reserves therefor in accordance with GAAP on the books

of the Company or such Subsidiary or (ii) the failure to file such returns or 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.

Section 9.5 Corporate Existence, Etc. Subject to Section 10.2, the Company will at all times preserve and keep its corporate existence in full force and effect. Subject to Sections 10.2 and 10.7, the Company will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless 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.

Section 9.6 Books and Records. The Company will, and will cause each of its 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 Company will, and will cause each of its 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.

Section 9.7 Subsidiary Guarantors.

(a) The Company will cause each of its Subsidiaries that guarantees or otherwise becomes liable at any time, whether as a borrower or an additional or co-borrower or otherwise, for or in respect of any Indebtedness under any Material Credit Facility or any PNC Loan Documents, to concurrently therewith:

- (i) enter into and deliver to each holder of a Note a Subsidiary Guaranty; and
- (ii) deliver the following to each holder of a Note:

(A) a certificate signed by an authorized responsible officer of such Subsidiary containing representations and warranties on behalf of such Subsidiary to the same effect, *mutatis mutandis*, as those contained in Sections 5.1, 5.2, 5.6 and 5.7 of this Agreement (but with respect to such Subsidiary and such Subsidiary Guaranty rather than the Company or a Subsidiary Guarantor);

(B) all documents as may be reasonably requested by the Required Holders to evidence the due organization, continuing existence and good standing of such Subsidiary and the due authorization by all requisite action on the part of such Subsidiary of the execution and delivery

of such Subsidiary Guaranty and the performance by such Subsidiary of its obligations thereunder;

(C) an opinion of counsel reasonably satisfactory to the Required Holders covering such matters relating to such Subsidiary and such Subsidiary Guaranty as the Required Holders may reasonably request; and

(D) if such Subsidiary is organized under the laws of a jurisdiction outside the United States, evidence of the acceptance by a process agent that is reasonably satisfactory to the Required Holders of the appointment and designation provided for by such Subsidiary Guaranty, as such Subsidiary's agent to receive, for it and on its behalf, service of process, for the period from the date of such Subsidiary Guaranty to November 15, 2029 (and the payment in full of all fees in respect thereof).

(b) Subject to Section 9.7(a), the Company may, at its election, at any time, cause any Subsidiary which is not then a Subsidiary Guarantor to become a Subsidiary Guarantor by delivering each of the documents and satisfying each of the other conditions specified in clauses (i) and (ii) of Section 9.7(a) with respect to such Subsidiary.

(c) At the election of the Company and by written notice to each holder of Notes, any Subsidiary Guarantor (other than each of Evercore LP, Evercore Group Holdings L.P. and Evercore Partners Services East L.L.C.) may be discharged from all of its obligations and liabilities under its Subsidiary Guaranty and shall be automatically released from its obligations thereunder without the need for the execution or delivery of any other document by the holders, provided that (i) if such Subsidiary Guarantor is a guarantor or is otherwise liable, whether as a borrower or an additional or co-borrower or otherwise, for or in respect of any Indebtedness under any PNC Loan Document or any Material Credit Facility, then such Subsidiary Guarantor shall have been released and discharged (or will be released and discharged concurrently with the release of such Subsidiary Guarantor under its Subsidiary Guaranty) under such PNC Loan Document or such Material Credit Facility, (ii) at the time of, and after giving effect to, such release and discharge, no Default or Event of Default shall be existing, (iii) no amount is then due and payable under such Subsidiary Guaranty, (iv) if in connection with such Subsidiary Guarantor being released and discharged under any PNC Loan Document or any Material Credit Facility, any fee or other form of consideration is given to any holder of Indebtedness under such PNC Loan Documents or such Material Credit Facility for such release, the holders of the Notes shall receive equivalent consideration substantially concurrently therewith and (v) each holder shall have received a certificate of a Responsible Officer certifying as to the matters set forth in clauses (i) through (iv). In the event of any such release, for purposes of Section 10.6, all Indebtedness of such Subsidiary shall be deemed to have been incurred concurrently with such release.

SECTION 10. NEGATIVE COVENANTS.

The Company covenants that so long as any of the Notes are outstanding:

Section 10.1 Transactions with Affiliates. The Company will not and will not permit any Subsidiary 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), 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.

Section 10.2 Merger, Consolidation, Etc. The Company will not, and will not permit any Subsidiary Guarantor 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:

(a) in the case of any such transaction involving the Company, the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation, partnership or limited liability company organized and existing under the laws of the United States or any state thereof (including the District of Columbia), and, if the Company is not such corporation, partnership or limited liability company, (i) such corporation, partnership or limited liability company shall have executed and delivered to each holder of any Notes its assumption of the due and punctual performance and observance of each covenant and condition of this Agreement and the Notes and (ii) such corporation, partnership or limited liability company shall have caused to be delivered to each holder of any Notes an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof;

(b) in the case of any such transaction involving a Subsidiary Guarantor, the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of such Subsidiary Guarantor as an entirety, as the case may be, shall be (i) the Company, such Subsidiary Guarantor or another Subsidiary Guarantor; or (ii) a solvent corporation, partnership or limited liability company (other than the Company or another Subsidiary Guarantor) that is organized and existing under the laws of the United States or any state thereof (including the District of Columbia) or the jurisdiction of organization of such Subsidiary Guarantor and, if such Subsidiary Guarantor is not such corporation, partnership or limited liability company, (A) such corporation, partnership or limited liability company shall have executed and delivered to each holder of Notes its assumption of the due and punctual performance and observance of each covenant and condition of the Subsidiary Guaranty of such Subsidiary Guarantor, (B) the Company shall have caused to be delivered to each holder of Notes an opinion of nationally recognized independent counsel in the appropriate jurisdiction(s), or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof and (C) if such corporation, partnership or limited liability company is organized

under the laws of a jurisdiction outside the United States, it shall have provided to the holders evidence of the acceptance by a process agent that is reasonably satisfactory to the Required Holders of the appointment and designation provided for by such Subsidiary Guaranty for the period of time from the date of such transaction to November 15, 2029 (and the payment in full of all fees in respect thereof);

(c) each Subsidiary Guarantor under any Subsidiary Guaranty that is outstanding at the time such transaction or each transaction in such a series of transactions occurs reaffirms its obligations under such Subsidiary Guaranty in writing at such time pursuant to documentation that is reasonably acceptable to the Required Holders; and

(d) immediately before and immediately after giving effect to such transaction or each transaction in any such series of transactions, no Default or Event of Default shall have occurred and be continuing.

No such conveyance, transfer or lease of substantially all of the assets of the Company or any Subsidiary Guarantor shall have the effect of releasing the Company or such Subsidiary Guarantor, as the case may be, or any successor corporation or limited liability company that shall theretofore have become such in the manner prescribed in this Section 10.2, from its liability under (x) this Agreement or the Notes (in the case of the Company) or (y) the Subsidiary Guaranty (in the case of any Subsidiary Guarantor).

Section 10.3 Line of Business. The Company will not and will not permit any Subsidiary 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 Presentation or any businesses, services or activities that are related, incidental or complementary thereto or extensions or developments thereof.

Section 10.4 Terrorism Sanctions Regulations. The Company will not and will not permit any Controlled Entity (a) to become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or any Person that is the target of sanctions imposed by the United Nations or by the European Union, or (b) directly or indirectly to have any investment in or engage in any dealing or transaction (including, without limitation, any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any holder to be in violation of any law or regulation applicable to such holder, or (ii) is prohibited by U.S. Economic Sanctions, or (c) to engage, nor shall any Affiliate of either engage, in any activity that could subject such Person or any holder to sanctions under CISADA or otherwise result in violation of U.S. Economic Sanctions.

Section 10.5 Liens. The Company will not and will not permit 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 securing obligations arising under the PNC Loan Documents) and listed on Schedule 10.5 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 of 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 the Closing, *provided* that (i) such Liens do not extend to additional property of the Company or any Subsidiary (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 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, 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 after the date of this Agreement if:

- (i) the Lien existed at the time such entity became a Subsidiary, 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;

(j) [reserved];

(k) Liens related to repurchase agreements, intraday and overnight borrowings and similar activities in the ordinary course of the Company's or a Subsidiary's business;

(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 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 10.6, 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 holders), *provided, further*, that notwithstanding the foregoing, the Company shall not, and shall not permit any of its Subsidiaries to, secure pursuant to this Section 10.5(m) any Indebtedness outstanding under or pursuant to any Material Credit Facility unless and until the Notes (and any guaranty delivered in connection therewith) shall concurrently be secured equally and ratably with such Indebtedness pursuant to documentation reasonably acceptable to the Required Holders 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 Required Holders.

Section 10.6 Subsidiary Indebtedness. The Company will not permit any of its Subsidiaries to create, assume, incur, guarantee or otherwise be or become liable in respect of any Indebtedness except:

(a) Indebtedness of any Subsidiary that is a Subsidiary Guarantor at the time of determination, provided that the Company shall have complied at the time of determination with the provisions of Section 9.7 with respect to such Subsidiary Guarantor;

(b) Indebtedness of a Subsidiary outstanding on the date of this Agreement and listed on Schedule 5.15 (other than Indebtedness arising under the PNC Loan Documents, the 2016 Note Purchase Agreement, the 2019 Note Purchase Agreement or the 2021 Note Purchase Agreement) 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 owing to the Company or a Subsidiary Guarantor;

(d) Indebtedness of a Subsidiary 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, (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 10.5, 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 holders).

Section 10.7 Disposition of Assets. The Company will not and will not permit any of its Subsidiaries 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;

- (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 non-current 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, and/or
 - (ii) the permanent repayment or prepayment of unsubordinated Indebtedness of the Company or a Subsidiary (other than Indebtedness owing to the Company, any Subsidiary or any Affiliate), *provided* that the Company has offered to prepay the outstanding Notes held by each holder in accordance with Section 8.8 in an aggregate principal amount equal to such holder'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 holders),

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 10.5, 10.6 and 10.8 as of the end of the most recently ended quarterly or annual fiscal period as if such Disposition occurred on such date).

Section 10.8 Financial Covenants.

(a) Maximum Consolidated Leverage Ratio. The Company will not permit the Consolidated Leverage Ratio as of the last day of any period of four consecutive fiscal quarters of the Company to be greater than 2.0:1.0.

(b) Minimum Consolidated Tangible Net Worth. The Company will not permit Consolidated Tangible Net Worth to be less than \$325,000,000 as of the last day of any fiscal quarter of the Company.

SECTION 11. EVENTS OF DEFAULT.

An “**Event of Default**” shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable; or

(c) the Company defaults in the performance of or compliance with any term contained in Section 7.1(d) or Section 10.8; or

(d) the Company or any Subsidiary Guarantor defaults in the performance of or compliance with any term contained herein (other than those referred to in Sections 11(a), (b) and (c)) or in any Subsidiary Guaranty and such default is not remedied within 30 days after the earlier of (i) a Responsible Officer obtaining actual knowledge of such default and (ii) the Company receiving written notice of such default from any holder of a Note (any such written notice to be identified as a “notice of default” and to refer specifically to this Section 11(d)); or

(e) (i) any representation or warranty made in writing by or on behalf of the Company or by any officer of the Company in this Agreement or any writing furnished in connection with the transactions contemplated hereby proves to have been false or incorrect in any material respect on the date as of which made, or (ii) any representation or warranty made in writing by or on behalf of any Subsidiary Guarantor or by any officer of such Subsidiary Guarantor in any Subsidiary Guaranty or any writing furnished in connection with such Subsidiary Guaranty proves to have been false or incorrect in any material respect on the date as of which made; or

(f) (i) the Company or any Subsidiary is in default (as principal or as guarantor or other surety) in the payment of any principal of or premium or make-whole amount or interest on any Indebtedness that is outstanding in an aggregate principal amount of at least \$25,000,000 (or its equivalent in other currencies) beyond any period of grace provided with respect thereto, or (ii) the Company or any Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness in an aggregate outstanding principal amount of at least \$25,000,000 (or its equivalent in other currencies) or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time, the right of the holder of Indebtedness to convert such Indebtedness into equity interests, any voluntary call or voluntary prepayment of such Indebtedness, or solely as a result of a Change of Control Offer or an Asset Disposition Prepayment Offer), (x) the Company or any Subsidiary has become obligated to purchase or repay Indebtedness before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount of at least \$25,000,000 (or its equivalent in other currencies), or (y) one or more Persons have the right to require the Company or any Subsidiary so to purchase or repay such Indebtedness; or

(g) the Company or any Significant Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing; or

(h) a court or other Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Significant Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Significant Subsidiaries, or any such petition shall be filed against the Company or any of its Significant Subsidiaries and such petition shall not be dismissed within 60 days; or

(i) one or more final judgments or orders for the payment of money aggregating in excess of \$25,000,000 (or its equivalent in other currencies), including, without limitation, any such final order enforcing a binding arbitration decision, are rendered against one or more of the Company and its Subsidiaries and which judgments

are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay; or

(j) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (iii) the aggregate “amount of unfunded benefit liabilities” (within the meaning of section 4001(a)(18) of ERISA) under all Plans and/or, in case of a Multiemployer Plan, the amount of such liabilities that would be payable by the Company and its ERISA Affiliates in the event of the termination of the Multiemployer Plan, (iv) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to Plans, (v) the Company or any ERISA Affiliate withdraws from any Multiemployer Plan, or (vi) the Company or any Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any Subsidiary thereunder; and any such event or events described in clauses (i) through (vi) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect. As used in this Section 11(j), the term “**employee welfare benefit plan**” shall have the meaning assigned to such term in section 3 of ERISA; or

(k) any Subsidiary Guaranty shall cease to be in full force and effect (other than in accordance with Section 9.7(c)), any Subsidiary Guarantor or any Person acting on behalf of any Subsidiary Guarantor shall contest in any manner the validity, binding nature or enforceability of any Subsidiary Guaranty, or the obligations of any Subsidiary Guarantor under any Subsidiary Guaranty are not or cease to be legal, valid, binding and enforceable in accordance with the terms of such Subsidiary Guaranty.

SECTION 12. REMEDIES ON DEFAULT, ETC.

Section 12.1 Acceleration.

(a) If an Event of Default with respect to the Company described in Section 11(g) or (h) (other than an Event of Default described in clause (i) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (i) of Section 11(g)) has occurred, all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, the Required Holders may at any time at its or their option, by notice or notices to the Company, declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) or (b) has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, but not limited to, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 12.2 Other Remedies. If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note or Subsidiary Guaranty, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

Section 12.3 Rescission. At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the Required Holders, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts which have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

Section 12.4 No Waivers or Election of Remedies, Expenses, Etc. No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement, any Subsidiary Guaranty or any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein

or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

SECTION 13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

Section 13.1 Registration of Notes. The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. If any holder of one or more Notes is a nominee, then (a) the name and address of the beneficial owner of such Note or Notes shall also be registered in such register as an owner and holder thereof and (b) at any such beneficial owner's option, either such beneficial owner or its nominee may execute any amendment, waiver or consent pursuant to this Agreement. Prior to due presentment for registration of transfer, the Person(s) in whose name any Note(s) shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

Section 13.2 Transfer and Exchange of Notes. Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)), for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within ten Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Schedule 1. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than \$100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than \$100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representations set forth in Section 6.1 and Section 6.2.

Section 13.3 Replacement of Notes. Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note

(which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least \$50,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

Section 13.4 Legend. Upon issuance of the Notes and until such time, if any, as the same is no longer required under applicable securities laws, the Notes shall bear the following legend:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE OFFERED, TRANSFERRED, PLEDGED, SOLD OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER SUCH SECURITIES ACT AND ANY SUCH APPLICABLE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

Any holder of a Note may, upon surrender of its Notes to the Company together with an opinion of counsel (which counsel may be internal counsel to such holder) to the effect that the foregoing legend is no longer required under applicable securities laws, obtain a like Note in exchange for its Note without such legend.

SECTION 14. PAYMENTS ON NOTES.

Section 14.1 Place of Payment. Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Notes shall be made in New York, New York at the principal office of the Company in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

Section 14.2 Home Office Payment. So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, interest and all other amounts becoming due hereunder by the method and at the address specified for such purpose below such Purchaser's name in Schedule B, or by such other method or at such other address as such Purchaser shall have from time to time specified to

the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

SECTION 15. EXPENSES, ETC.

Section 15.1 Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Company will pay all costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement, any Subsidiary Guaranty or the Notes (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement, any Subsidiary Guaranty or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, any Subsidiary Guaranty or the Notes, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and any Subsidiary Guaranty and (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO *provided*, that such costs and expenses under this clause (c) shall not exceed \$5,000. The Company will pay, and will save each Purchaser and each other holder of a Note harmless from, (i) all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes) and (ii) any and all wire transfer fees that any bank deducts from any payment under such Note to such holder or otherwise charges to a holder of a Note with respect to a payment under such Note.

Section 15.2 Survival. The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement, any Subsidiary Guaranty or the Notes, and the termination of this Agreement.

SECTION 16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Notes and any Subsidiary Guaranties embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 17. AMENDMENT AND WAIVER.

Section 17.1 Requirements. This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), only with the written consent of the Company and the Required Holders, except that:

(a) no amendment or waiver of any of the provisions of Sections 1, 2, 3, 4, 5, 6 or 21 hereof, or any defined term (as it is used therein), will be effective as to any Purchaser (prior to the Closing) or holder of a Note (after the Closing) unless consented to by such Purchaser or holder in writing; and

(b) no amendment or waiver may, without the written consent of each Purchaser (prior to the Closing) and each holder of a Note at the time outstanding (after the Closing), (i) subject to Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of (x) interest on the Notes or (y) the Make-Whole Amount, (ii) change the percentage of the principal amount of the Notes the Purchasers or holders of which are required to consent to any amendment or waiver, (iii) amend any of Sections 8 (except as set forth in the second sentence of Section 8.2), 11(a), 11(b), 12, 17 or 20, or (iv) release any Subsidiary Guarantor from its obligations under its Subsidiary Guaranty or reduce the scope of any Subsidiary Guaranty other than in accordance with the terms hereof.

Section 17.2 Solicitation of Holders of Notes.

(a) *Solicitation.* The Company will provide each holder of a Note with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes or any Subsidiary Guaranty. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 or any Subsidiary Guaranty to each holder of a Note promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of a Note as consideration for or as an inducement to the entering into by such holder of any waiver or amendment of any of the terms and provisions hereof or of any Subsidiary Guaranty or any Note unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of a Note even if such holder did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer.* Any consent given pursuant to this Section 17 or any Subsidiary Guaranty by a holder of a Note that has transferred or has agreed to transfer its Note to (i) the Company, (ii) any Subsidiary or any other Affiliate or (iii) any other Person in connection with, or in anticipation of, such other Person acquiring, making a tender offer for or merging with the Company and/or any of its Affiliates, in each case in connection with such consent, shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

Section 17.3 Binding Effect, etc. Any amendment or waiver consented to as provided in this Section 17 or any Subsidiary Guaranty applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and any holder of a Note and no delay in exercising any rights hereunder or under any Note or Subsidiary Guaranty shall operate as a waiver of any rights of any holder of such Note.

Section 17.4 Notes Held by Company, etc. Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement, any Subsidiary Guaranty or the Notes, or have directed the taking of any action provided herein or in any Subsidiary Guaranty or the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

SECTION 18. NOTICES.

Except to the extent otherwise provided in Section 7.4, all notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by an internationally recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by an internationally recognized overnight delivery service (with charges prepaid), or (d) by e-mail. Any such notice must be sent:

(i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address (whether email or physical) specified for such communications in Schedule B, or at such other address as such Purchaser or nominee shall have specified to the Company in writing,

(ii) if to any other holder of any Note, to such holder at such address (whether email or physical) as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at its address set forth at the beginning hereof to the attention of Celeste Mellet, Chief Financial Officer, or at celeste.mellet@evercore.com and Nancy Bryson, Treasurer, or at Bryson@Evercore.com, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Section 18 will be deemed given only when actually received.

SECTION 19. REPRODUCTION OF DOCUMENTS.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

SECTION 20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, “**Confidential Information**” means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any Person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such

Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), *provided* they are informed of and agree to abide by the confidential nature of the Confidential Information and the provisions of this Section 20, (ii) its auditors, financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by this Section 20), (v) any Person from which it offers to purchase any Security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's Notes, this Agreement or any Subsidiary Guaranty. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

In the event that as a condition to receiving access to information relating to the Company or its Subsidiaries in connection with the transactions contemplated by or otherwise pursuant to this Agreement, any Purchaser or holder of a Note is required to agree to a confidentiality undertaking (whether through Intralinks, another secure website, a secure virtual workspace or otherwise) which is different from this Section 20, this Section 20 shall not be amended thereby and, as between such Purchaser or such holder and the Company, this Section 20 shall supersede any such other confidentiality undertaking.

SECTION 21. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates or another Purchaser or any one of such other Purchaser's Affiliates (a "**Substitute Purchaser**") as the purchaser of the Notes that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Substitute Purchaser, shall contain such Substitute Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by such Substitute Purchaser of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this

Agreement (other than in this Section 21), shall be deemed to refer to such Substitute Purchaser in lieu of such original Purchaser. In the event that such Substitute Purchaser is so substituted as a Purchaser hereunder and such Substitute Purchaser thereafter transfers to such original Purchaser all of the Notes then held by such Substitute Purchaser, upon receipt by the Company of notice of such transfer, any reference to such Substitute Purchaser as a “Purchaser” in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Substitute Purchaser, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

SECTION 22. MISCELLANEOUS.

Section 22.1 Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

Section 22.2 Accounting Terms.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement shall be made in accordance with GAAP, and (ii) all financial statements shall be prepared in accordance with GAAP. For purposes of determining compliance with this Agreement (including, without limitation, Section 9, Section 10 and the definition of “Indebtedness”), any election by the Company to measure any financial liability using fair value (as permitted by Financial Accounting Standards Board Accounting Standards Codification Topic No. 825-10-25 – *Fair Value Option*, International Accounting Standard 39 – *Financial Instruments: Recognition and Measurement* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made. For the avoidance of doubt, notwithstanding any changes in GAAP after March 30, 2016 that would require leases that would have been treated as operating leases under GAAP as in effect on such date to be classified and accounted for as capital leases (or to be otherwise reflected on the consolidated balance sheet of the Company and its Subsidiaries), such leases shall be classified and accounted for as operating leases for all purposes under this Agreement.

(b) Each of the holders of the Notes by its acceptance thereof understands and agrees with the Company that if in the reasonable opinion of the Company or the Required Holders a change in GAAP occurs which causes a change in any of the calculations contemplated by this Agreement, including, without limitation, calculations with regard to the covenants contained in Section 10 hereof, then and in such event, if the Company or the Required Holders so request, such holders and the Company shall undertake in good faith to amend any affected provisions of this Agreement so as to have an effect comparable to that as of March 30, 2016 and to accommodate such change in GAAP and to enter into an amendment hereof to reflect the same, such amendment to be in form and substance satisfactory to the Company and the Required Holders; *provided* that, until such provision is amended in a manner satisfactory to the Company and the Required Holders, the

Company's compliance with such provision shall be determined on the basis of GAAP as in effect and applied immediately before the relevant change became effective. In the event that such a change in GAAP causes the Company to violate any of the covenants contained in Section 10 hereof or otherwise causes a Default or Event of Default to occur at a time when no other Default or Event of Default exists, then and in such event, anything in this Agreement to the contrary notwithstanding, no Default or Event of Default will be caused by such change in GAAP for a period of 90 days following the event which would otherwise be treated as a Default or Event of Default and the Company shall, notwithstanding anything in Section 11 to the contrary, have 90 days from and after the date of the occurrence of such event within which to enter into an amendment with the Required Holders as herein below contemplated.

The procedure for amending this Agreement pursuant to this Section 22.2(b) shall be as follows:

(i) the Company and the Required Holders may, at any time following any such change in GAAP, and the Company shall, within 15 days of the occurrence of the event which would otherwise be treated as a Default or an Event of Default due to a change in GAAP, prepare and deliver to each holder of the Notes and to their special counsel (in the case of an amendment requested by the Company) and to the Company (in the case of an amendment requested by the Required Holders) a proposed form of amendment;

(ii) the holders of the Notes (in the case of an amendment requested by the Company) or the Company (in the case of an amendment requested by the Required Holders) shall, within 30 days of receipt of the proposed form of amendment, deliver to the Company (in the case of an amendment requested by the Company) or to the holders of the Notes (in the case of an amendment requested by the Required Holders) their collective or its, as the case may be, response to the proposed amendment;

(iii) in the case of the occurrence of an event which would otherwise be treated as a Default or an Event of Default due to a change in GAAP, the parties shall negotiate in good faith toward the execution of the amendment contemplated by this Section 22.2(b) until the 90th day following the occurrence of such event; in any other case in which the Company or the Required Holders requests an amendment pursuant to this Section 22.2(b), the parties shall negotiate in good faith toward the execution of the amendment contemplated by this Section 22.2(b) until the 90th day following delivery of the proposed form of amendment;

(iv) in the event the parties are unable to come to an agreement on the form and substance of the amendment during any such 90-day period, the Company's compliance with such provision shall be determined on the basis of GAAP as in effect and applied immediately before the relevant change became effective, until such provision is amended in a manner satisfactory to the Company and the Required Holders; and

(v) until such provision is amended in a manner satisfactory to the Company and the Required Holders in accordance with this Section 22.2(b), each set of financial statements delivered to holders of Notes pursuant to Section 7.1(a) or (b) shall include detailed reconciliations reasonably satisfactory to the Required Holders as to the effect of such change in GAAP on the calculation of the covenants contained in Section 10 hereof.

Section 22.3 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 22.4 Construction, etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

Section 22.5 Divisions. For all purposes hereunder, under the Notes and the Subsidiary Guaranties, if in connection with any division or plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act law (or any comparable event under a different jurisdiction's laws) (a **"Division"**): (a) any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) any new Person comes into existence, such new Person shall be deemed to have been organized by the holders of its equity interests at such time. Any reference herein or therein to a merger, consolidation, amalgamation, assignment, sale, Disposition or transfer, or similar term, shall be deemed to apply to a Division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a Division or allocation), as if it were a merger, consolidation, amalgamation, assignment, sale, Disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any Division of a limited liability company shall constitute a separate Person hereunder and thereunder (and each Division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person) on the first date of its existence.

Section 22.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement (other than the Notes) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Company and the holders of the Notes, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and

as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures this Agreement or any Subsidiary Guaranty, the Company hereby agrees to provide (or cause the applicable Subsidiary Guarantor to provide) such manually signed signature pages as soon as reasonably practicable.

Section 22.7 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Section 22.8 Jurisdiction and Process; Waiver of Jury Trial.

(a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company consents to process being served by or on behalf of any holder of Notes in any suit, action or proceeding of the nature referred to in Section 22.8(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 18 or at such other address of which such holder shall then have been notified pursuant to said Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 22.7 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) The parties hereto hereby waive trial by jury in any action brought on or with respect to this Agreement, the Notes or any other document executed in connection herewith or therewith.

* * * * *

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

EVERCORE INC.

By _____

Name:

Title:

[Signature Page to Evercore Note Purchase Agreement]

This Agreement is hereby
accepted and agreed to
as of the date hereof.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Northwestern Mutual Investment Management Company, LLC,
its investment adviser

By _____
Name:
Title: Managing Director

CMFG LIFE INSURANCE COMPANY

By: MEMBERS Capital Advisors, Inc.
acting as Investment Advisor

By _____
Name: Stan J. Van Aartsen
Title: Managing Director, Investments

[Signature Page to Evercore Note Purchase Agreement]

Defined Terms

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

“2016 Note Purchase Agreement” means that certain Note Purchase Agreement, dated as of March 30, 2016, among the Company and the purchasers party thereto, as the same may be amended, supplemented or modified from time to time.

“2019 Note Purchase Agreement” means that certain Note Purchase Agreement, dated August 1, 2019, among the Company and the purchasers party thereto, as the same may be amended, supplemented or modified from time to time.

“2021 Note Purchase Agreement” means that certain Note Purchase Agreement, dated March 29, 2021, among the Company and the purchasers party thereto, as the same may be amended, supplemented or modified from time to time.

“Affiliate” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and, with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 10% or more of any class of voting or equity interests of the Company or any Subsidiary or any Person of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 10% or more of any class of voting or equity interests. As used in this definition, **“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an **“Affiliate”** is a reference to an Affiliate of the Company.

“Agreement” means this Agreement, including all Schedules attached to this Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

“Anti-Corruption Laws” is defined in Section 5.16(d)(i).

“Anti-Money Laundering Laws” is defined in Section 5.16(c).

“Asset Disposition Prepayment Date” is defined in Section 8.8(a).

“Asset Disposition Prepayment Notice” is defined in Section 8.8(a).

“Asset Disposition Prepayment Offer” is defined in Section 8.8(a).

“Asset Disposition Acceptance Notification Date” is defined in Section 8.8(a).

“Blocked Person” is defined in Section 5.16(a).

“Business Day” means (a) for the purposes of Section 8.6 only, any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are required or authorized to be closed, and (b) for the purposes of any other provision of this Agreement, any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York are required or authorized to be closed.

“Capital Lease” means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP. For the avoidance of doubt, “Capital Lease” shall not include any lease which would have been classified and accounted for as an operating lease under GAAP as existing on March 30, 2016.

“Capital Lease Obligations” means, with respect to any Person for any period, all rental obligations of such Person which, under GAAP, are required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with such principles. For the avoidance of doubt, “Capital Lease Obligations” shall not include obligations or liabilities of any Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations would have been required to be classified and accounted for as an operating lease under GAAP as existing on March 30, 2016.

“Change of Control” means 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.

“Change of Control Acceptance Notice Date” is defined in Section 8.7(a).

“Change of Control Notice” is defined in Section 8.7(a).

“Change of Control Offer” is defined in Section 8.7(a).

“Change of Control Prepayment Date” is defined in Section 8.7(a).

“CISADA” means the Comprehensive Iran Sanctions, Accountability and Divestment Act.

“Closing” is defined in Section 3.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

“Company” is defined in the first paragraph of this Agreement.

“**Confidential Information**” is defined in Section 20.

“**Consolidated**” refers to the consolidation of accounts in accordance with GAAP.

“**Consolidated Adjusted EBITDA**” means, for any period, Consolidated Net Income *plus* (a) depreciation expense and amortization expense, (b) interest expense (other than interest expense attributable to obligations in respect of repurchase agreements, intraday and overnight borrowings and similar activities in the ordinary course of the Company’s or any Subsidiary’s business), (c) non-cash employee compensation, and (d) in an amount not to exceed \$30,000,000 (or its equivalent in other currencies) in the aggregate in any period of four consecutive fiscal quarters, other non-cash or non-recurring charges, in each case determined in accordance with GAAP for such period.

“**Consolidated Leverage Ratio**” means, as of the last day of each fiscal quarter of the Company, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated Adjusted EBITDA for the period of four consecutive fiscal quarters then ended.

“**Consolidated Net Income**” means, in respect of any period, the net income (or loss) of the Company and its Consolidated Subsidiaries determined on a Consolidated basis for such period (as reported on the Company’s financial statements), *provided* that, without duplication:

- (a) the cumulative effect of a change in accounting principles shall be excluded; and
- (b) the amount of provision for income taxes, as included on the Company’s Consolidated income statement for the relevant period shall be added back.

“**Consolidated Tangible Net Worth**” means, as of any date of determination, the result of (a) “Total Equity” of the Company and its Consolidated Subsidiaries on such date, as such amount would be shown on a Consolidated balance sheet of the Company and its Subsidiaries as of such date prepared in accordance with GAAP, *minus* (b) to the extent reflected in such “Total Equity”, the amount of Consolidated intangible assets of the Company and its Consolidated Subsidiaries on such date.

“**Consolidated Total Assets**” means, at any time, the total assets of the Company and its Subsidiaries which would be shown as assets on a Consolidated balance sheet of the Company and its Consolidated Subsidiaries as of such time prepared in accordance with GAAP.

“**Consolidated Total Debt**” means, as of any date of determination, the total amount of Indebtedness of the Company and its Consolidated Subsidiaries outstanding on such date determined on a Consolidated basis in accordance with GAAP, including in any event any Indebtedness of or Guaranties by the Company or a Subsidiary and any outstanding amounts under the 2016 Note Purchase Agreement, the 2019 Note Purchase Agreement, the 2021 Note Purchase Agreement and the PNC Loan Documents, and excluding: (a) any Indebtedness that is subordinated to the obligations arising under this Agreement, the Notes and the Subsidiary Guaranties on terms and conditions, and pursuant to documentation, reasonably satisfactory to the Required Holders, (b) any Indebtedness owing by the Company or a Subsidiary to the Company or a Subsidiary, and any Guaranties of such Indebtedness, that is in the nature of a payable in the

ordinary course of business (and not obligations of the type set forth in clause (a) or (b) of the definition of Indebtedness, or Guaranties of such obligations), and (c) any Indebtedness in respect of repurchase agreements to the extent otherwise permitted under this Agreement.

“Controlled Entity” means (a) any of the Subsidiaries of the Company and any of their or the Company’s respective Controlled Affiliates and (b) if the Company has a parent company, such parent company and its Controlled Affiliates. As used in this definition, **“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Default” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Default Rate” means that rate of interest that is the greater of (a) 2% per annum above the rate of interest stated in clause (a) of the first paragraph of the Notes or (b) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. in New York, New York as its “base” or “prime” rate.

“Disclosure Documents” is defined in Section 5.3.

“Disposition” means the sale, assignment, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposition, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith. The terms **“Dispose”** and **“Disposed of”** shall have correlative meanings. For the avoidance of doubt, the terms “Disposition,” “Dispose” and “Disposed of” do not refer to the issuance and sale of equity securities by the Company or its Subsidiaries.

“Disposition Value” means, at any time, with respect to any property:

(a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such disposition in good faith by the Company, and

(b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding capital stock of such Subsidiary (assuming, in making such calculations, that all Securities convertible into such capital stock are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the disposition thereof, in good faith by the Company.

As used herein, **“Subsidiary Stock”** means, with respect to any Person, the stock (or any options or warrants to purchase stock or other Securities exchangeable for or convertible into stock) of any Subsidiary of such Person.

“Division” is defined in Section 22.5.

“EDGAR” means the SEC’s Electronic Data Gathering, Analysis and Retrieval System or any successor SEC electronic filing system for such purposes.

“Environmental Laws” means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

“Event of Default” is defined in Section 11.

“Evercore East” means Evercore Partners Services East L.L.C., a Delaware limited liability company.

“Form 10-K” is defined in Section 7.1(b).

“Form 10-Q” is defined in Section 7.1(a).

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America.

“Governmental Authority” means

(a) the government of

(i) the United States of America or any state or other political subdivision thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or any part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“Governmental Official” means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

“Guaranty” means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person

guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

- (a) to purchase such indebtedness or obligation or any property constituting security therefor;
- (b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;
- (c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or
- (d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

“Hazardous Materials” means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

“holder” means, with respect to any Note, the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1, *provided, however*, that if such Person is a nominee, then for the purposes of Sections 7, 12, 17.2 and 18 and any related definitions in this Schedule B, “holder” shall mean the beneficial owner of such Note whose name and address appears in such register.

“INHAM Exemption” is defined in Section 6.2(e).

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding obligations for consideration to be paid in the form of equity securities, other than mandatorily redeemable Preferred Stock), (e) all obligations for borrowed money secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have

been assumed, (f) all Capital Lease Obligations of such Person, (g) the aggregate Swap Termination Value of all Swap Contracts of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) all redemption obligations in respect of mandatorily redeemable Preferred Stock, and (k) all Guaranties by such Person with respect to obligations of a type described in any of clauses (a) through (j) hereof; *provided*, that "Indebtedness" shall not include (i) trade and other accounts payable arising and compensation expenses accrued in the ordinary course of business and (ii) obligations in respect of repurchase agreements, intraday and overnight borrowings and similar activities in the ordinary course of the business of the Company or any of its Subsidiaries; it being understood and agreed that any accrued liability under any tax receivables agreement the Company is or in the future may be a party to from time to time shall not constitute Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Institutional Account" is defined in Section 6.1(b).

"Institutional Accredited Investor" is defined in Section 6.1(b).

"Institutional Investor" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

"Lien" means, with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

"Make-Whole Amount" is defined in Section 8.6.

"Material" means material in relation to the business, operations, affairs, financial condition, assets, properties, or prospects of the Company and its Subsidiaries taken as a whole.

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, (b) the ability of the Company to perform its obligations under this Agreement and the Notes, (c) the ability of any Subsidiary Guarantor to perform its obligations under its Subsidiary Guaranty, or (d) the validity or enforceability of this Agreement, the Notes or any Subsidiary Guaranty.

"Material Credit Facility" means, as to the Company and its Subsidiaries, any agreement(s) creating or evidencing indebtedness for borrowed money, or in respect of which the

Company or any Subsidiary is an obligor or otherwise provides a guarantee or other credit support, in a principal amount outstanding or available for borrowing greater than \$75,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency).

“Maturity Date” is defined in the first paragraph of each Note.

“Multiemployer Plan” means any “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA) to which the Company or any ERISA Affiliates contribute, are required to contribute to, or within the preceding five years were required to contribute to, or with respect to which the Company or any ERISA Affiliate may have any liability.

“NAIC” means the National Association of Insurance Commissioners or any successor thereto.

“Net Proceeds” means, with respect to any Disposition, the aggregate amount of consideration (valued at the fair market value of such consideration at the time of the consummation of such Disposition) received by the Company or any Subsidiary in respect of such Disposition, net of all reasonable fees and out-of-pocket expenses paid by the Company and its Subsidiaries to third parties (other than Affiliates) in connection with such Disposition.

“Notes” is defined in Section 1.

“OFAC” is defined in Section 5.16(a).

“OFAC Listed Person” is defined in Section 5.16(a).

“OFAC Sanctions Program” means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.treasury.gov/resources-center/sanctions/Programs/Pages/Programs.aspx>.

“Officer’s Certificate” means a certificate of a Responsible Officer.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or governmental authority.

“Plan” means an “employee benefit plan” (as defined in section 3(3) of ERISA) but not including any Multiemployer Plans, subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

“PNC Loan Documents” means the PNC Secured Loan Documents and the PNC Unsecured Loan Documents.

“**PNC Secured L/C Note**” means that certain Amended and Restated Committed Line of Credit Note, dated as of June 21, 2019, by Evercore East in favor of PNC Bank, National Association, as amended, amended and restated, supplemented or otherwise modified.

“**PNC Secured Loan Agreement**” means that certain Loan Agreement, dated as of June 24, 2016, between Evercore East and PNC Bank, National Association, as amended by the Amendment to the Loan Documents dated as of June 21, 2019, the Amendment to Loan Documents dated as of July 26, 2019 and the Amendment to Loan Documents dated as of October 30, 2020 and as further amended, amended and restated, supplemented or otherwise modified.

“**PNC Secured Loan Documents**” means (a) the PNC Secured Loan Agreement, (b) the PNC Secured L/C Note, (c) that certain Borrowing Base Rider dated as of June 24, 2016, between Evercore East and PNC Bank, National Association, (d) any other security or pledge agreement securing obligations arising under the PNC Secured Loan Agreement and the PNC Secured L/C Note, (e) any other documents which constitute “Loan Documents” as such term is defined in the PNC Secured Loan Agreement as in effect on the date of this Agreement (other than certified resolutions, closing certificates and compliance certificates), and (f) any amendments, amendments and restatements, supplements or other modifications of any of the documents described in the foregoing clauses (a) through (e).

“**PNC Unsecured L/C Note**” means that certain Amended and Restated Committed Line of Credit Note, dated as of October 30, 2020, by Evercore East in favor of PNC Bank, National Association, as amended, amended and restated, supplemented or otherwise modified.

“**PNC Unsecured Loan Agreement**” means that certain Loan Agreement, dated as of July 26, 2019, between Evercore East and PNC Bank, National Association, as amended by the Amendment to Loan Documents dated as of October 30, 2020 and as further amended, amended and restated, supplemented or otherwise modified.

“**PNC Unsecured Loan Documents**” means (a) the PNC Unsecured Loan Agreement, (b) the PNC Unsecured L/C Note and (c) any other documents which constitute “Loan Documents” as such term is defined in the PNC Unsecured Loan Agreement as in effect on the date of this Agreement (other than certified resolutions, closing certificates and compliance certificates), and (d) any amendments, amendments and restatements, supplements or other modifications of any of the documents described in the foregoing clauses (a) through (c).

“**Preferred Stock**” means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

“**Presentation**” is defined in Section 5.3.

“**Pro Rata Amount**” means, in respect of any holder of Notes and any Disposition by the Company or any Subsidiary, 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 10.7(g)(ii), multiplied by

(b) a fraction, the numerator of which is the outstanding principal amount of Notes held by such holder, 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, any Subsidiary or any Affiliate) being prepaid or offered to be prepaid pursuant to Section 10.7(g)(ii) in connection with such Disposition.

“property” or **“properties”** means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

“PTE” is defined in Section 6.2(a).

“Purchaser” or **“Purchasers”** means each of the purchasers that has executed and delivered this Agreement to the Company and such Purchaser’s successors and assigns (so long as any such assignment complies with Section 13.2), *provided, however*, that any Purchaser of a Note that ceases to be the registered holder or a beneficial owner (through a nominee) of such Note as the result of a transfer thereof pursuant to Section 13.2 shall cease to be included within the meaning of “Purchaser” of such Note for the purposes of this Agreement upon such transfer.

“Qualified Institutional Buyer” means any Person who is a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

“QPAM Exemption” is defined in Section 6.2(d).

“Related Fund” means, with respect to any holder of any Note, any fund or entity that (a) invests in Securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

“Required Holders” means at any time on or after the Closing, the holders of more than 50% of the aggregate principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

“Responsible Officer” means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

“SEC” means the Securities and Exchange Commission of the United States, or any successor thereto.

“Securities” or **“Security”** shall have the meaning specified in section 2(1) of the Securities Act.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“Senior Financial Officer” means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

“Significant Subsidiary” means any Subsidiary that would be a “Significant Subsidiary” of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC as of the date hereof.

“Source” is defined in Section 6.2.

“Subsidiary” means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

“Subsidiary Guarantors” means (a) each of Evercore LP, a Delaware limited partnership, Evercore Group Holdings L.P., a Delaware limited partnership or Evercore East and (b) each Subsidiary that has executed and delivered a Subsidiary Guaranty, so long as such Subsidiary Guaranty is in full force and effect.

“Subsidiary Guaranty” is defined in Section 2.2.

“Substitute Purchaser” is defined in Section 21.

“SVO” means the Securities Valuation Office of the NAIC or any successor to such Office.

“Swap Contract” means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amounts(s) determined as the mark-to-market values(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

“USA PATRIOT Act” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct

Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“U.S. Economic Sanctions” is defined in Section 5.16(a).

“Wholly-Owned Subsidiary” means, at any time, any Subsidiary all of the equity interests (except directors’ qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company’s other Wholly-Owned Subsidiaries at such time.

[Form of Series J Note]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE OFFERED, TRANSFERRED, PLEDGED, SOLD OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER SUCH SECURITIES ACT AND ANY SUCH APPLICABLE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

Evercore Inc.

4.61% Series J Senior Note due November 15, 2028

No. RJ-[] [Date]
 \$[] PPN: 29977A D*3

For Value Received, the undersigned, **Evercore Inc.** (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [], or registered assigns, the principal sum of [] Dollars (or so much thereof as shall not have been prepaid) on November 15, 2028 (the “**Maturity Date**”), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the rate of 4.61% per annum from the date hereof, payable semiannually, on November 15 and May 15 in each year, commencing on [], 202[2], and on the Maturity Date, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, (x) on any overdue payment of interest and (y) during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make-Whole Amount, at a rate per annum from time to time equal to the Default Rate, payable semiannually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the Company’s offices at 55 E 52nd Street, New York, New York 10055 or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Note Purchase Agreement, dated June 28, 2022 (as from time to time amended, amended and restated, supplemented or otherwise modified, the “**Note Purchase Agreement**”), between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Note Purchase Agreement and (ii) made the representation set forth in Section 6.2 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

This Note is a registered Note and, as provided in the Note Purchase Agreement, upon surrender of this Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Note Purchase Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Evercore Inc.

By _____
Name:
Title:

Schedule B-2

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, John S. Weinberg, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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: August 3, 2022

/s/ JOHN S. WEINBERG

John S. Weinberg
Chief Executive Officer and Chairman

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Celeste Mellet, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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: August 3, 2022

/ s / CELESTE MELLETT

Celeste Mellet
Chief Financial Officer

**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 Quarterly Report on Form 10-Q 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: August 3, 2022

/ 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.

**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 Quarterly Report on Form 10-Q of Evercore Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Celeste Mellet, 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: August 3, 2022

/ s / CELESTE MELLET

Celeste Mellet
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.