Table of Contents

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

P10, INC.

(Exact name of Registrant as specified in its charter)

Delaware	6282	74-2961657
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

P10, INC.
4514 Cole Avenue, Suite 1600
Dallas, Texas 75205
Telephone: (214) 999-0149
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Robert Alpert
C. Clark Webb
Co-Chief Executive Officer
P10, INC.
4514 Cole Avenue, Suite 1600
Dallas, Texas 75205
Telephone: (214) 999-0149
(Address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Adam W. Finerman **Olshan Frome Wolosky LLP** **1325 Avenue of the Americas** **New York, NY 10019** **Telephone: (212) 451-2300**	**Michael Kaplan** **John G. Crowley** **Davis Polk & Wardwell LLP** **450 Lexington Avenue** **New York, NY 10017** **Telephone: (212) 450-4000**

Approximate date of commencement of the proposed sale of to the public: As soon as practicable after the Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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	☐	Smaller Reporting Company	☐
Accelerated Filer	☐	Non-Accelerated Filer	☒
		Emerging Growth Company	☒

If an emerging growth company, indicated 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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Class A common stock, par value $0.001 per share	$	$
Series A Junior Participating Preferred Stock Purchase Rights (2)		

(1) Estimated solely for the purpose of determining the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933.
(2) The Series A Junior Participating Preferred Stock Purchase Rights are being distributed without consideration. Pursuant to Rule 457(g) under the Securities Act of 1933, as amended, no separate registration fee is payable with respect to the subscription rights since they are being registered on the same registration statement as the Class A common stock offered hereby.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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

Subject to completion, dated February 12, 2021

Prospectus

shares

CLASS A COMMON STOCK

We are offering shares of Class A common stock of P10, Inc. This is our initial public offering of Class A common stock.

Prior to this offering, there has been no public market for our Class A common stock. The estimated initial public offering price is between $ and $ per share. We have applied to list our Class A common stock on the New York Stock Exchange ("NYSE") under the symbol "PX". Prior to this offering, our common stock was quoted for trading on the OTC Pink Open Market under the ticker "PIOE". On , 2021, the last reported sale price for our common stock on the OTC Pink Open Market was $ per share. See "Organizational Structure."

We have two classes of common stock, Class A common stock and Class B common stock. We intend to use the net proceeds of this offering to repay some or all of our outstanding indebtedness, to pay expenses incurred in connection with this offering and for general corporate purposes. Each share of Class B common stock will entitle the holder to ten votes while shares of our Class A common stock are entitled to one vote. The Class B stockholders will hold % of the combined voting power of our common stock immediately after this offering. See "Organizational Structure."

Our Amended and Restated Certificate of Incorporation requires any person attempting to become a holder of 4.99% or more of our common stock to seek the approval of our board of directors. See "Description of Capital Stock—Anti-Takeover Effects of Provisions of Delaware Law and our Amended and Restated Certificate of Incorporation and Bylaws."

We are an "emerging growth company" under the federal securities laws and will be subject to reduced public company reporting requirements. See "Prospectus Summary—Implications of Being an Emerging Growth Company."

Investing in our Class A common stock involves a high degree of risk. See "Risk Factors" beginning on page 23 of this prospectus.

	Per Share	Total
Initial public offering price of Class A common stock	$	$
Underwriting discount (1)	$	$
Proceeds to us, before expenses	$	$

(1) We have also agreed to reimburse the underwriters for certain FINRA-related expenses. See "Underwriting" for a description of all compensation payable to the underwriters.

We have granted the underwriters an option for a period of 30 days to purchase up to additional shares of Class A common stock on the same terms and conditions set forth above.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities that may be offered under this prospectus, nor have any of these organizations determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of our Class A common stock to investors on or about , 2021

Morgan Stanley

, 2021

Table of Contents

Neither we nor the underwriters have authorized anyone to provide any information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that any other person may give you. We are offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where such offers and sales are permitted. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of shares of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside the United States: We have not and the underwriters have not done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession

of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of Class A common stock and the distribution of this prospectus outside the United States. See "Underwriting."

This prospectus includes certain information regarding the historical performance of our specialized investment vehicles, which include specialized funds and customized separate accounts. An investment in shares of our Class A common stock is not an investment in our specialized investment vehicles. In considering the performance information relating to our specialized investment vehicles contained herein, prospective Class A common stockholders should bear in mind that the performance of our specialized investment vehicles is not indicative of the possible performance of shares of our Class A common stock and is also not necessarily indicative of the future results of our specialized investment vehicles, even if fund investments were in fact liquidated on the dates indicated, and there can be no assurance that our specialized investment vehicles will continue to achieve, or that future specialized investment vehicles will achieve comparable results.

Unless indicated otherwise, the information included in this prospectus assumes no exercise by the underwriters of the option to purchase up to an additional shares of Class A common stock and that the shares of Class A common stock to be sold in this offering are sold at $ per share, which is the midpoint of the price range indicated on the front cover of this prospectus.

We own or have rights to trademarks, service marks or trade names that we use in connection with the operation of our business. In addition, our names, logos and website names and addresses are owned by us or licensed by us. We also own or have the rights to copyrights that protect the content of our solutions. Solely for convenience, the trademarks, service marks, trade names and copyrights referred to in this prospectus are listed without the ©, ® and ™ symbols, but we will assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks, trade names and copyrights.

This prospectus may include trademarks, service marks or trade names of other companies. Our use or display of other parties' trademarks, service marks, trade names or products is not intended to, and does not imply a relationship with, or endorsement or sponsorship of us by, the trademark, service mark or trade name owners.

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate is based on information from independent industry and research organizations, other third-party sources (including industry publications, surveys and forecasts), and management estimates. Management estimates are derived from publicly available information released by independent industry analysts and third-party sources, as well as data from our internal research, and are based on assumptions made by us upon reviewing such data and our knowledge of such industry and markets that we believe to be reasonable. Although we believe the data from these third-party sources is reliable, we have not independently verified any third-party information. In addition, projections, assumptions and estimates of the future performance of the industry in which we operate and our future performance are necessarily subject to uncertainty and risk due to a variety of factors, including those described in "Risk Factors" and "Forward-Looking Statements." These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. You should read the entire prospectus carefully before making an investment decision, including the information under the headings "Risk Factors," "Special Note Regarding Forward-Looking Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" and the historical consolidated financial statements and the related notes thereto and unaudited pro forma financial information, each appearing elsewhere in this prospectus. Our principal operating divisions are RCP Advisors 2, LLC ("RCP 2") and RCP Advisors 3, LLC ("RCP 3", and collectively with RCP 2, "RCP Advisors"), TrueBridge Capital Partners LLC ("TrueBridge"), Five Points Capital, Inc. ("Five Points") and Enhanced Capital Group, LLC ("ECG" or "Enhanced").

Unless otherwise indicated or the context otherwise requires, all references in this prospectus to "we," "us," "our," the "Company," "P10" and similar terms refer (i) for periods prior to giving effect to the reorganization transactions described under "Organizational Structure," to P10 Holdings and its subsidiaries and (ii) for periods beginning on the date of and after giving effect to such reorganization transactions, to P10, Inc. and its subsidiaries. As used in this prospectus, (i) the term "P10 Holdings" refers to P10 Holdings, Inc. for all periods and (ii) the term "P10, Inc." refers solely to P10, Inc., a Delaware corporation, and not to any of its subsidiaries. We are a holding company and we hold substantially all of our assets and conduct substantially all of our business through P10 Holdings.

In addition, unless the context otherwise requires, all references in this prospectus to "on a pro forma basis as of September 30, 2020" or "September 30, 2020 pro forma" assume the acquisitions of Five Points, TrueBridge and Enhanced were completed as of January 1, 2018.

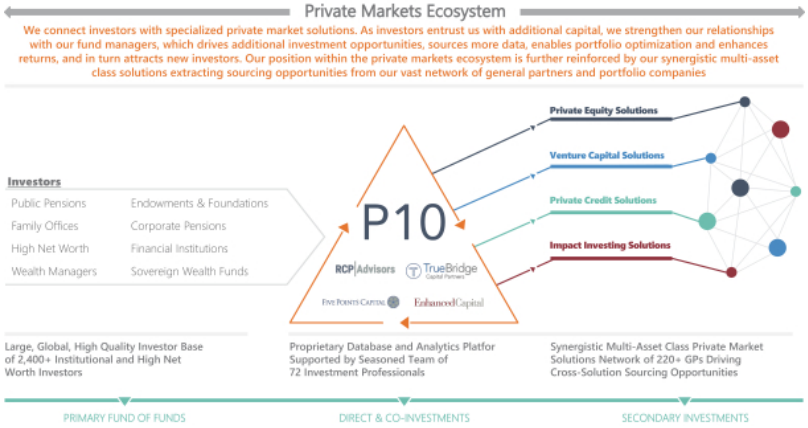
Our Company

We are a leading multi-asset class private market solutions provider in the alternative asset management industry. Our mission is to provide our investors differentiated access to a broad set of solutions and specialized investment vehicles across highly attractive asset classes and geographies that generate superior risk-adjusted returns. Our existing portfolio of solutions across *Private Equity*, *Venture Capital*, *Private Credit* and *Impact Investing* supports our mission by offering a comprehensive set of specialized investment vehicles to our investors, including primary fund of funds, secondary investment, direct investment and co-investments.

Our revenue is composed almost entirely of recurring management and advisory fees, with the vast majority of fees earned on committed capital that is typically subject to ten to fifteen year lock up agreements. We have an attractive business model that is underpinned by highly recurring, diversified management and advisory fee revenues, and strong free cash flow. The nature of our solutions and the integral role that our solutions play in our investors' investment decisions have translated into high revenue visibility and investor retention.

We are differentiated by the scale, depth, diversity and investment performance of our solutions, which are bolstered by the investment expertise of our investment team, our long-standing access to leading fund managers, our robust and constantly expanding data capabilities and our disciplined investment process. We market our solutions under well-established brands within the specialized markets in which we operate. These include RCP Advisors, our *Private Equity* solution; TrueBridge, our *Venture Capital* solution; Five Points, our *Private Credit* solution (which also offers certain private equity solutions); and Enhanced, our *Impact Investing* solution. We believe adding new asset class solutions will foster deeper manager relationships, enabling managers and portfolio companies alike to benefit from our offering.

Our success and growth have been driven by our long history of strong performance and our position in the private markets ecosystem, connecting investors with specialized private market solutions. We believe our growing scale in the middle and lower-middle market provides us a competitive advantage with investors and fund managers. In addition, our senior investment professionals have developed strong and long-tenured relationships with leading middle and lower middle market private equity and venture capital firms, which we believe provides us with differentiated access to the relationship-driven middle and lower-middle market private equity and venture capital sectors. As we expand our offerings, our investors entrust us with additional capital, which strengthens our relationships with our fund managers, drives additional investment opportunities, sources more data, enables portfolio optimization and enhances returns, and in turn attracts new investors. We believe this powerful feedback process will continue to strengthen our position within the private markets ecosystem. In addition, our multi-asset class solutions are highly synergistic, and coupled with our vast network of general partners and portfolio companies, drive cross-solution sourcing opportunities.

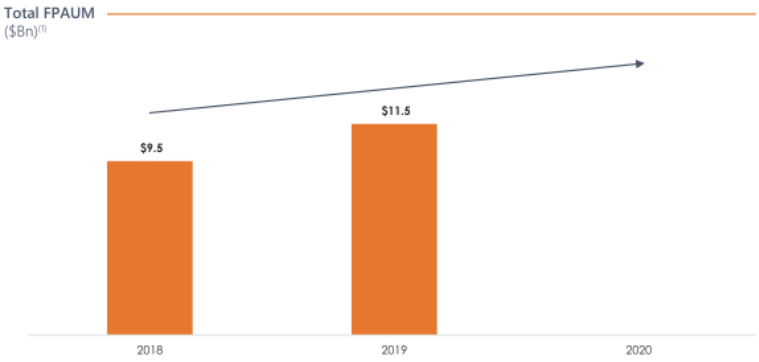


Our global investor base includes some of the world's largest institutional investors, including pension funds, endowments, foundations, corporate pensions and financial institutions. In addition, we have a strong footprint within some of the most prominent family offices and high net worth individuals. We have a leading presence in North America where the majority of our capital is currently being deployed and leverage our differentiated solutions to serve our global investors.

As of December 31, 2020, we had 144 employees, including 72 investment professionals across 10 offices located in 9 states. Over 60 of our employees have an equity interest in P10, collectively owning nearly 73% of the Company on a fully diluted basis prior to this offering.

We managed $12.3 billion in fee-paying assets under management ("FPAUM") from which we earn management and advisory fees as of September 30, 2020, determined on a pro forma basis. In addition, our FPAUM has grown at a compounded annual growth rate ("CAGR") of % from December 31, 2018 to December 31, 2020, determined on a pro forma basis as if the acquisition of Five Points, TrueBridge and Enhanced were completed as of January 1, 2018.

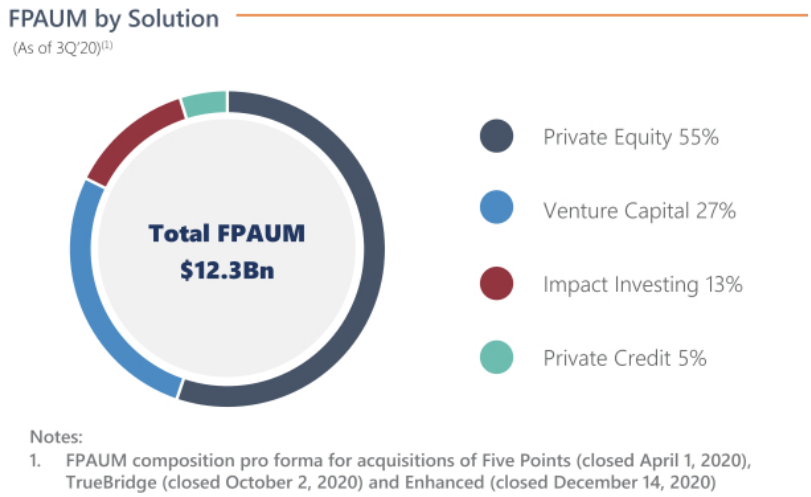
Between December 31, 2018 and December 31, 2020, our total revenues increased % to $ million, our net income increased % to $ million, and our adjusted net income ("ANI"), a non-GAAP financial measure, increased % to $ million, each determined on a pro forma basis as if the acquisition of Five Points, TrueBridge and Enhanced were completed as of January 1, 2018. Refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional discussion regarding ANI and how it is derived.



Notes:
1. FPAUM pro forma for acquisitions of Five Points (closed April 1, 2020) ,TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Our Solutions

We operate and invest across private markets through a number of specialized investment solutions. We offer the following solutions to our investors:



Notes:
1. FPAUM composition pro forma for acquisitions of Five Points (closed April 1, 2020), TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Private Equity Solutions (PES)

Under PES, we make direct and indirect investments in middle and lower-middle market private equity across North America. The PES investment team, which is comprised of 33 investment professionals with an average of 23+ years of experience, has deep and long-standing investor and fund manager relationships in the middle and lower-middle market which it has cultivated over the past 20 years, including over 1,800+ investors, 165+ fund managers, 375+ private market funds and 1,800+ portfolio companies. PES occupies a differentiated position within the private markets ecosystem helping our investors access, perform due diligence, analyze and invest in what we believe are attractive middle and lower-middle market private equity opportunities. We are further differentiated by the scale, depth, diversity and accuracy of our constantly expanding proprietary private markets database that contains comprehensive information on more than 2,500 investment firms, 4,000 funds, 25,000 individual transactions, 30,000 private companies and 175,000 financial metrics. As of September 30, 2020 pro forma, PES managed $6.8 billion of FPAUM.

Venture Capital Solutions (VCS)

Under VCS, we make investments in venture capital funds across North America and specialize in targeting high-performing, access-constrained opportunities. The VCS investment team, which is comprised of 10 investment professionals with an average of 18+ years of experience, has deep and long-standing investor and fund manager relationships in the venture market which it has cultivated over the past 14+ years, including over 540+ investors, 60+ fund managers, 55 direct investments, 230+ private market funds and 6,500+ portfolio

companies. Our VCS solution is differentiated by our innovative strategic partnerships and our vantage point within the venture capital and technology ecosystems, maximizing advantages for our investors. In addition, since 2011, we have partnered with Forbes to publish the Midas List, a ranking of the top value-creating venture capitalists. As of September 30, 2020 pro forma, VCS managed $3.3 billion of FPAUM.

Private Credit Solutions (PCS)

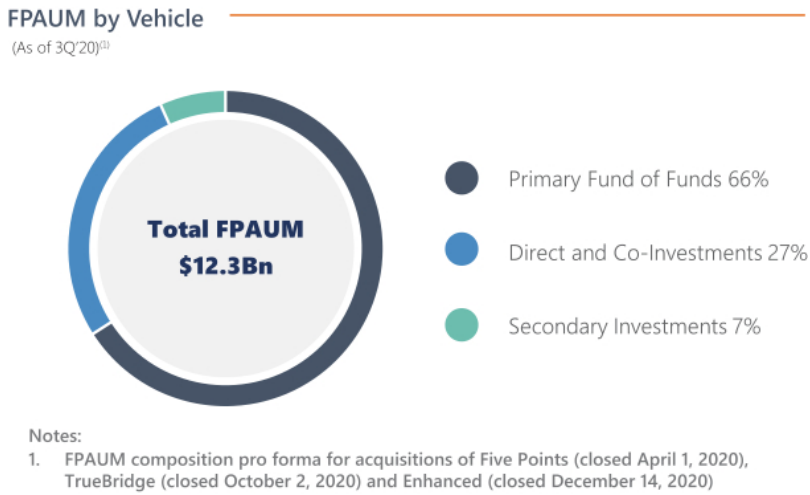
Under PCS, we primarily make debt investments across North America, targeting lower middle market companies owned by leading financial sponsors and also offer certain private equity solutions. The PCS investment team, which is comprised of 17 investment professionals with an average of 21+ years of experience, has deep and long-standing relationships in the private credit market which it has cultivated over the past 22 years, including 180+ investors, across 11 funds, including 3 Small Business Investment Company ("SBIC") funds and 64 portfolio companies with over $760+ million capital deployed. Our PCS is differentiated by our relationship-driven sourcing approach providing capital solutions for growth-oriented companies. We are further synergistically strengthened by our PES network of fund managers, characterized by more than 575 credit opportunities annually. We currently maintain 45+ active sponsor relationships and have 60+ platform investments. As of September 30, 2020 pro forma, PCS managed $ 0.6 billion of FPAUM.

Impact Investing Solutions (IIS)

Under IIS, we make equity, tax equity, and debt investments in impact initiatives across North America. IIS primarily targets investments in renewable energy development and historic building renovation projects, as well as providing capital to small businesses that are women or minority owned or operating in underserved communities. The IIS investment team, which is comprised of 12 investment professionals with an average of 21+ years of experience, has deep and long-standing relationships in the impact market which it has cultivated over the past 20 years, including deploying capital on behalf of over 81 investors and 36 investment vehicles. We are differentiated in both the breadth of impact areas served, the type of capital deployed and the duration of our track record. We have collectively deployed over $3.0 billion into 600+ projects, supporting 380+ businesses across 36 states since 2000, including $550 million capital deployed in impact credit and 535 KWh of renewable energy produced through 2019. As of September 30, 2020 pro forma, IIS managed $1.6 billion of FPAUM.

Our Vehicles

We have a flexible business model whereby our investors engage us across multiple specialized private market solutions through different specialized investment vehicles. We offer the following vehicles for our investors:



Notes:
1. FPAUM composition pro forma for acquisitions of Five Points (closed April 1, 2020), TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Primary Fund of Funds

Primary fund of funds refer to investment vehicles which target investments in new private markets funds, which in turn invest directly in portfolio companies. P10's primary fund of funds include both commingled investment vehicles with multiple investors, as well as our customized separate accounts, which typically include one investor. P10's primary investments are made during a fundraising period in the form of capital commitments, which are called upon by the fund manager and utilized to finance its investments in portfolio companies during a predefined investment period. We receive a fee stream that is typically based on our investors' committed, locked-in capital. Capital commitments typically average ten to fifteen years, though they may vary by fund and strategy. We offer primary fund of funds across our private equity and venture capital solutions. Our primary funds comprise approximately $8.1 billion of our FPAUM on a pro forma basis as of September 30, 2020.

Direct and Co-Investment Funds

Direct and co-investments involve acquiring an equity interest in or making a loan to an operating company, project, property or asset, typically by co-investing alongside an investment by a fund manager or by investing directly in the underlying asset. P10's direct and co-investment funds include both commingled investment vehicles with multiple investors as well as our customized separate accounts, which typically include one investor. Capital committed to direct investments and co-investments is typically invested immediately, thereby advancing the timing of expected returns on investment. We typically receive fees from investors based

upon committed capital, with some funds receiving fees based on invested capital; capital commitments, which typically average ten to fifteen years, though they may vary by fund. We offer direct and co-investment funds across our private equity, venture capital, private credit and impact investing solutions. Our direct investing platform comprises approximately $3.4 billion of our FPAUM on a pro forma basis as of September 30, 2020.

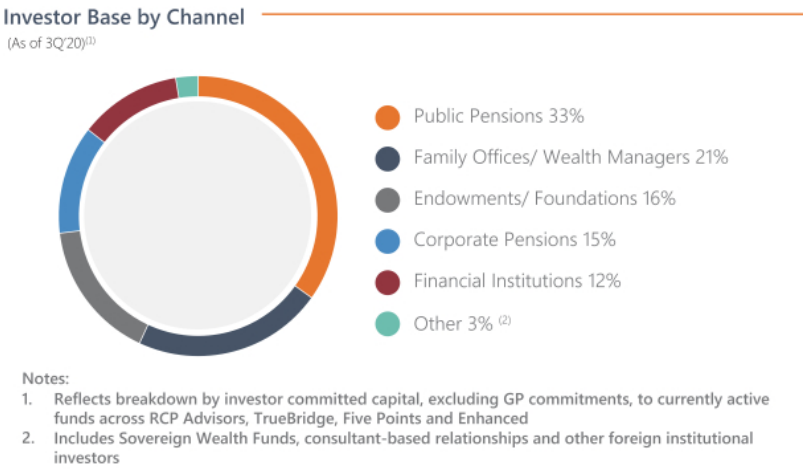
Secondaries

Secondaries refer to investments in existing private markets funds through the acquisition of an existing interest by one investor from another in a negotiated transaction. In so doing, the buyer agrees to take on future funding obligations in exchange for future returns and distributions. Because secondary investments are generally made when a primary investment fund is three to seven years into its investment period and has deployed a significant portion of its capital into portfolio companies, these investments are viewed as more mature. We typically receive fees from investors on committed capital for a decade, the typical life of the fund. We currently offer secondaries funds across our private equity solutions. Our secondary funds comprise approximately $0.8 billion of our FPAUM on a pro forma basis as of September 30, 2020.

Our Investors

We believe our comprehensive value proposition across our private market solutions, vehicles offering, data analytics, portfolio monitoring and reporting has enabled us to build strong relationships with our existing investors and to attract new high-quality investors. We leverage our differentiated approach to serve a broad set of investors across multiple geographies. As of September 30, 2020 pro forma, we have a global investor base of over 2,400+ investors, across 46 states, 29 countries and 6 continents—including some of the world's largest pension funds, endowments, foundations, corporate pensions and financial institutions. In addition, we have a strong footprint within some of the most prominent family offices and high net worth individuals.

The following chart illustrates the diversification of our pro forma investor base as of September 30, 2020:



Our History

Our entry into becoming a multi-asset class private market solutions provider in the alternative asset management industry originated with our acquisitions of RCP 2 and RCP 3 in October 2017 and January 2018, respectively.

RCP Advisors was founded in 2001 and is a leading sponsor of private equity, funds-of-funds, secondary funds and co-investment funds. Since its founding, RCP Advisors has raised approximately $7 billion of committed capital and maintains one of the largest internal teams dedicated to North America middle and lower-middle market private equity. Since P10 Holdings' acquisition of RCP Advisors, it rebranded its name from P10 Industries, Inc. to P10 Holdings, Inc.

Our mission consists of creating a private market solutions provider in the alternative asset management industry that provides investors differentiated access to a broad set of solutions and specialized investment vehicles across highly attractive asset classes and geographies generating competitive risk-adjusted returns.

We specifically aim to eliminate perceived challenges facing many publicly traded alternative asset management firms, (i) earnings volatility due to lumpiness of carried interest, (ii) tax complexities from the ownership of management and advisory fees and carried interest in publicly traded partnerships and (iii) potential misalignment of interest between investment professionals and the shareholders.

Our common stock is currently publicly traded on the OTC Pink Open Market under the ticker "PIOE" and following the closing we anticipate our Class A common stock will be traded on the NYSE under the ticker "PX".

Our Market Opportunity

We operate in the large and growing private markets industry, which we believe represents one of the most attractive segments within the broader asset management landscape. Specifically, we operate in the Private Equity, Venture Capital, Private Credit, and Impact Investing markets, which we believe represent particularly attractive asset classes and puts us at the center of several favorable trends, including the following:

Accelerating Demand for Private Markets Solutions

We believe the composition of public markets is fundamentally shifting and will drive investment growth in private markets as fewer companies elect to become public corporations or return to being privately held. According to industry sources, the number of public companies in North America and Europe has declined by 3.8% on an annualized basis between 2008 and 2017, while the number of private equity-backed companies has increased by 4.2%.

Furthermore, investors continue to increase their exposure to passive strategies in search of lower fee alternatives as relative returns in active public market strategies have compressed. We believe the continued move away from active public market strategies into passive strategies will support growth in private market solutions as investors seek higher risk-adjusted returns.

Attractive Historical Private Markets Growth

The private markets have exhibited robust growth. Since 2010, assets under management have grown by 2.7 times from $2.4 trillion in 2010 to $6.5 trillion in the first half of 2019, according to industry sources. From 2009 to 2019, the deal value in the lower middle markets has grown by 2.8 times, investments in venture capital have

grown by 5.0 times and assets under management of PRI Signatories in impact growth has grown by 4.8 times, according to research conducted by industry sources. In addition, capital targeted in private credit has grown by 2 times from January 2015 to July 2020, according to research conducted by industry sources. Fundraising has continued to remain strong with nearly a trillion dollars of total capital raised in 2019. Global private markets are expected to continue their strong growth trajectory. Per a recent Preqin Ltd. forecast, global private markets assets under management are expected to grow at an approximate 10% CAGR through 2025. This growth is underpinned by investors search for yield in a lower-for-longer rate environment, in which investors increasingly view allocations to private markets as essential for obtaining diversified exposure to global growth.

Favorable Middle / Lower Middle Market Dynamics

As more companies choose to remain private, we believe smaller companies will continue to dominate market supply, with significantly less capital in pursuit. According to industry sources, only $124 billion of capital is available to U.S. Private Equity Funds between $250 million and $1 billion, versus the $589 billion available to Private Equity funds over $1 billion. In contrast, there are only approximately 11,000 companies with revenues greater than $250 million, versus the more than 151,000 companies with revenues between $10 million and $250 million. We believe this favorable middle and lower-middle market dynamic implies a larger pool of opportunities at compelling purchase price valuations with significant return potential.

Increasing Private Markets Investor Allocations

We believe that alongside growth in the private markets in which we invest, long-term investor allocations are expected to significantly grow over the next several years, which will serve as a tailwind in growing our business. In a survey conducted by Preqin Ltd., 95% and 91% of long-term investors indicated that they were planning to maintain or increase their allocation to Private Equity and Private Credit, respectively. Additionally, according to industry sources, 64% of polled investors noted that they were expecting to increase their allocations to impact investing by more than 5%. In combination with the broader growth in private markets we believe the increase in long-term investor allocations towards private market asset classes will further drive demand of private market solutions across the investor universe.

Democratization of Private Markets

According to industry sources, the growing wealth of high-net-worth and mass affluent individuals, and the shift in retirement savings from defined benefit to defined contribution plans, have propelled significant growth in the asset management industry over the last decade. At the same time, both high-net-worth and mass affluent investors continue to remain significantly under-allocated to the private markets in comparison with institutional investors.

As defined contribution plans in the United States continue to grow and become increasingly familiar with private markets, we believe defined contribution plans will be a significant driver of growth in private markets in the future. In addition, on June 3, 2020, the United States Department of Labor issued an information letter confirming that investments in private equity vehicles may be appropriate for 401(k) and other defined contribution plans as a component of the investment alternatives made available under these plans. These plans hold trillions of dollars of assets, and the guidance in the letter may help significantly expand the market for private equity investments over time.

Importance of Asset Class Access

The purview of private markets has meaningfully broadened over the last decade. As investors increase their allocations to private markets, we believe the demand for asset class diversification will rise. Furthermore, as part of this evolution we believe investors will seek out private market solutions providers with scale and an ability to deliver multiple asset classes and vehicle solutions to streamline relationships and pursue cost efficiency.

Proliferation of Private Market Choices

According to research and data from the Securities and Exchange Commission (the "SEC") and industry sources, from 2013 to 2019, the number of managers across private markets has increased dramatically. From 2013 to 2019, the number of Private Equity firms, Venture Capital firms, Private Credit firms and Impact Investing firms have more than doubled. We believe that the growing number of private markets focused fund managers increases the operational burden on investors and will lead to a greater reliance on highly trusted advisers to help investors navigate the complexity associated with multi-asset class manager selection.

Rise of ESG and Impact Investing in Private Markets

According to industry sources, the total assets under management of PRI signatories, the cohort of asset managers that have committed to upholding ESG principles, a barometer for the ESG industry, has increased roughly five-fold since 2009, from $18 billion to $86 billion. According to industry sources, an ESG approach to private markets has been one of the most talked about developments of the past several years. As public awareness of and activism relating to ESG driven investing have increased, many prominent investors in Private Equity have followed suit, often requiring general partners to pass an ESG screen as part of their diligence processes – demanding transparency into ESG policies, procedures and performance of portfolio assets. In response and in conjunction with regulatory influence, we believe the adoption of ESG and the growth of impact investing will continue to proliferate in private markets.

Investor Demand for Data, Analytics and Technology

We believe many investors do not have an adequate technology and data infrastructure to respond to increasingly complex demands for private market investments. As a result, we believe investors will seek to partner with firms that not only have a proven track record, but also offer tech-enabled non-investment functions, including GP-level reports, enhanced portfolio monitoring, customized performance benchmarking and associated compliance, administrative and tax capabilities. According to industry sources, 38% of the private equity fund managers surveyed reported middle- and back-office process enhancement as one of their top three priorities to support growth in assets and to meet the needs of new investors. In the same report, 43% of investors surveyed believe improved investor reporting should be a top-three priority for managers.

Our Competitive Strengths

Specialized Multi-Asset Class Solutions and Comprehensive Vehicle Offering

We believe our specialized multi-asset class solutions offering, distinct market access and wide-ranging relationships continue to be key competitive differentiators for our investors. Our solutions across private equity, venture capital, private credit and impact investing, coupled with our vehicle offerings across primaries, secondaries, direct and co-investments, we believe, provide our investors with a comprehensive framework to successfully navigate and gain exposure to private markets. Our value proposition and solutions offering continue to position us well to compete and win new investor relationships and mandates.

Distinct Middle and Lower-Middle Market Expertise

We believe the private markets exhibit compelling investment opportunities with significant return potential. Our investment expertise in private markets, coupled with our scale, distinctly positions our business within the private markets ecosystem. Our investment talent across our different private market solutions is led by senior investment professionals with sustained track records of successful private markets investing. Our investment team consists of 72 investment professionals with deep industry expertise across middle and lower middle market

private equity, venture capital, private credit and impact investing. Our leadership team has an average of over 21 years of experience and our investment professionals across the different solutions have a long track record of working together.

Differentiated Access to Middle and Lower Middle Market Private Equity and Venture Capital Firms

We believe our investors increasingly seek exposure to the middle and lower-middle markets private equity and venture capital firms but may not have the necessary tools to analyze, diligence and gain access to opportunities offered. Due to our scale and tenure within middle and lower-middle market private equity and venture capital, we have cultivated long-standing relationships with leading middle and lower-middle market private equity and venture capital general partners. We have established relationships with over 220 general partners, which provides us with differentiated access to investment opportunities within private markets, benefiting our investors.

Highly Diversified Investor Base with High-Net-Worth Channel

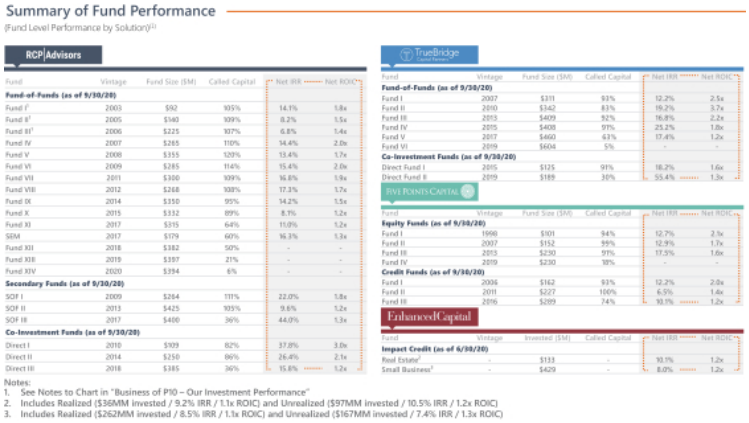
We believe we are a leading provider of private market solutions for a highly diverse global investor base. Our investors include some of the world's largest and most prominent public pension funds, family offices, wealth managers, endowments, foundations, corporate pensions and financial institutions. We believe our multi-asset class solutions have allowed our investors to increase and expand allocations across our various solutions and vehicles, thereby deepening existing and new investor relationships. Our business is well-positioned to continue to service and grow our investor base with 23 professionals dedicated to investor relations and business development.

Premier Data Analytics with Proprietary Database

Our premier data and analytic capabilities, driven by our proprietary database, supports our robust and disciplined sourcing criteria, which fuels our highly selective investment process. Our database stores and organizes a universe of managers and opportunities with powerful tracking metrics that we believe drive optimal portfolio management and monitoring and enable a portfolio grading system as well as repository of investment evaluation scorecards. In particular, our proprietary database offers our investors a highly transparent, versatile and informative platform through which they can track, monitor and diligence portfolios, and we believe the expansive data set within our proprietary database, harvested from our robust network of general partners, enables us to make more informed investment decisions and, in turn, drive strong investment performance. As of December 31, 2020, our database contains comprehensive information on more than 2,500 investment firms, 4,000 funds, 25,000 individual transactions, 30,000 private companies and 175,000 financial metrics.

Strong Investment Performance Track Record

We believe our investment performance track record is a key differentiator for our business relative to our competitors and acts as a key retention mechanism for our investors and selling tool for prospective investors. We attribute our strong investment performance track record to several factors, including: our broad private market relationships and access, our diligent and responsible investment process, our tenured investing experience and our premier data capabilities. In concert, these factors enable us to pursue attractive, risk-adjusted investment opportunities to meet our investors' investment objectives.


Summary of Fund Performance

(Fund Level Performance by Solution)[1]

RCP Advisors

Fund	Vintage	Fund Size ($M)	Called Capital	Net IRR	Net ROIC
Fund-of-Funds (as of 9/30/20)					
Fund I[2]	2003	$92	105%	14.1%	1.8x
Fund II[2]	2005	$140	109%	8.2%	1.5x
Fund III[2]	2006	$225	107%	6.8%	1.4x
Fund IV	2007	$265	110%	14.4%	2.0x
Fund V	2008	$355	120%	13.4%	1.7x
Fund VI	2009	$285	114%	15.4%	2.0x
Fund VII	2011	$300	109%	16.8%	1.9x
Fund VIII	2012	$268	108%	17.3%	1.7x
Fund IX	2014	$350	95%	14.2%	1.5x
Fund X	2015	$332	89%	8.1%	1.2x
Fund XI	2017	$315	64%	11.0%	1.2x
SBM	2017	$379	60%	16.3%	1.3x
Fund XII	2018	$382	50%	-	-
Fund XIII	2019	$397	21%	-	-
Fund XIV	2020	$394	6%	-	-
Secondary Funds (as of 9/30/20)					
SOF I	2009	$264	111%	22.0%	1.8x
SOF II	2013	$425	105%	9.6%	1.2x
SOF III	2017	$400	36%	44.0%	1.3x
Co-Investment Funds (as of 9/30/20)					
Direct I	2010	$109	82%	37.8%	3.0x
Direct II	2014	$250	66%	26.4%	2.1x
Direct III	2018	$385	36%	15.8%	1.2x

TrueBridge

Fund	Vintage	Fund Size ($M)	Called Capital	Net IRR	Net ROIC
Fund-of-Funds (as of 9/30/20)					
Fund I	2007	$311	93%	12.2%	2.5x
Fund II	2010	$342	83%	19.2%	3.7x
Fund III	2013	$409	92%	16.8%	2.2x
Fund IV	2015	$408	91%	25.2%	1.8x
Fund V	2017	$460	63%	17.4%	1.2x
Fund VI	2019	$604	5%	-	-
Co-Investment Funds (as of 9/30/20)					
Direct Fund I	2015	$125	91%	18.2%	1.6x
Direct Fund II	2019	$189	30%	55.4%	1.3x

FIVE POINTS CAPITAL

Fund	Vintage	Fund Size ($M)	Called Capital	Net IRR	Net ROIC
Equity Funds (as of 9/30/20)					
Fund I	1998	$101	94%	12.7%	2.1x
Fund II	2007	$152	99%	12.9%	1.7x
Fund III	2013	$230	91%	17.5%	1.6x
Fund IV	2019	$230	38%	-	-
Credit Funds (as of 9/30/20)					
Fund I	2006	$162	93%	12.2%	2.0x
Fund II	2011	$227	106%	6.5%	1.4x
Fund III	2016	$209	74%	10.1%	1.2x

EnhancedCapital

Fund	Vintage	Invested ($M)	Called Capital	Net IRR	Net ROIC
Impact Credit (as of 6/30/20)					
Real Estate[3]	-	$133	-	10.1%	1.2x
Small Business[3]	-	$429	-	8.0%	1.2x

Notes:
1. See Notes to Chart in "Business of P10 – Our Investment Performance"
2. Includes Realized ($36MM invested / 9.2% IRR / 1.1x ROIC) and Unrealized ($97MM invested / 10.5% IRR / 1.2x ROIC)
3. Includes Realized ($262MM invested / 8.5% IRR / 1.1x ROIC) and Unrealized ($167MM invested / 7.4% IRR / 1.3x ROIC)

See "Business—Strong Investment Performance Track Record" for additional information concerning our investment performance and for definitions of Net IRR and Net ROIC.

Attractive, Recurring Fee-based Financial Profile

We believe our financial profile and revenue model have the following important attributes:

Highly Predictable Fee-based Revenue Model

Virtually all of our revenue is derived from management and advisory fees based on committed capital typically subject to multi-year commitment periods, usually between ten and fifteen years. As a result, we believe our revenue stream is contractual and highly predictable.

Well Diversified Revenue and Investor Base

As of September 30, 2020 pro forma, we had 74 revenue generating vehicles across our solutions with over 2,400 investors across public pensions, family offices, wealth managers, endowments, foundations, corporate pension and financial institutions, across 46 states, 29 countries and 6 continents. We therefore believe our business model is highly diversified across both revenue and investor bases.

Attractive Profitability Profile and Operating Margin

We believe our scaled business model, differentiated solutions across middle and lower-middle markets as well as an efficient back-office model has allowed us to achieve a highly competitive profitability profile and operating margin.

Exceptional Management and Investing Teams with Proven M&A Track Records

Our biggest asset is our people and we therefore focus on recruiting, nurturing and retaining top talent, all of whom are proven leaders in their respective field. Our management team has an average of 21 years of industry and investment experience, with a successful track record of sourcing and executing mergers and acquisitions and is supported by a deep bench of talent consisting of 72 investment professionals.

Ownership Structure Aligned with Investors

The alignment between our stockholders, investors and investment professionals is one of our core tenets and is, we believe, imperative for value creation. Our revenue comprised almost entirely of recurring management and advisory fees is earned largely on committed capital, which is typically subject to ten to fifteen year lock up agreements. We believe this offers our investors an attractive, highly predictable revenue stream. Furthermore, we have structured carried interest to stay with investment professionals to maximize economic incentive for investment professionals to outperform on behalf of investors. Ultimately, we believe FPAUM follows investment performance and the more aligned our investment professionals are to the performance of investor capital, the better our company performance will be. Over 60 of our employees have an equity interest in us, collectively owning nearly 73% of the Company on a fully diluted basis prior to this offering.

Our Growth Strategy

We aim to utilize our differentiated positioning and our core principles and values to continue to grow and expand our business. Our growth strategy includes the following key elements:

Maximize Investor Relationships

Enhance Existing Investor Mandates

We believe our current investor base presents a large opportunity for growth as we continue to expand our broad set of solutions and vehicles. As existing and prospective investors reduce the number of managers with whom they work across asset classes, we believe there are significant opportunities to have investors invest with a consistent, single-source multi-asset class private market solutions provider, positioning us to be a platform of choice. As such, our comprehensive solutions, we believe, will lend itself well to compelling cross-selling opportunities with existing investors. Furthermore, as our investors continue to grow their asset bases and expand utilization of our solutions and vehicles, the number of touchpoints with our investors will broaden, deepening our investor relationships even further.

Capture New Investors and Allocations to Private Markets

We believe we are well positioned to capitalize on the growth in private markets and capture additional investors and market share through our differentiated middle and lower-middle market sourcing capabilities, our attractive multi-asset class solutions and vehicles, and our strong investment performance track record. Our long-standing, established relationships across our broad set of solutions provide us extensive access to fund managers and investment opportunities across these asset classes and we remain highly committed to leveraging our best practices from serving our existing investors to similarly situated prospective investors that may benefit from our experience and broad set of private market solutions.

Expand Distribution Channels

We believe we are well positioned in some of the most sought-after segments of the private markets and we believe our differentiated private market solutions will continue to attract both new institutional and private wealth investors. In particular, investible assets of high-net-worth individuals are expected to increase significantly and compared to institutional investors, high-net-worth individuals tend to have lower private market allocations. Our investment platform is designed to provide high-net-worth investors access to private markets and we currently serve over 1,200 high-net-worth investors, which we believe positions us well to continue to capture increasing demand from private wealth investors.

Expand Asset Class Solutions, Broaden Geographic Reach and Grow Private Markets Network Effect

Expand Asset Class Solutions

Our scalable business model is well positioned to expand our multi-asset class offering and we have the capacity and desire to explore adjacent asset classes, broaden our private market solutions capabilities and diversify our business mix. By doing so, we believe we will be able to grow our footprint, continue to develop our position within the private markets ecosystem and further leverage our synergistic solutions offering with additional manager relationships and sourcing opportunities.

Broaden Geographic Reach

We have a leading presence in North America—where a majority of our capital is currently being deployed. We believe expanding our presence in Europe and Asia can be a significant growth driver for our business as investors continue to seek a geographically diverse private market exposure. We believe our global investor base will facilitate such potential market penetration and our robust investment process, existing relationships and proven investment capabilities will continue to be core tenets of an international growth strategy.

Grow Private Markets Network Effect

Expanding into additional asset class solutions will enable us to further enhance our integrated network effect across private markets. We believe adding new asset class solutions will foster deeper manager relationships, enabling managers and portfolio companies alike to benefit from our offerings. As an example, our PCS solution is able to capitalize on the sourcing advantages presented by PES's expansive network of GPs and portfolio companies. Similarly, a portfolio company held by a manager in our PES solution may benefit directly from our IIS solution.

Leverage Data Capabilities

Our proprietary database provides access to valuable data and analytical tools that are the foundation of our investing process. We believe our experience and insights will be increasingly impactful to the decision-making processes of our investment team and our investors. Moreover, we believe our differentiated data capabilities allow us to further support the private markets activities of our investors, enhance our investors experience and drive new innovative solutions.

Selectively Pursue Strategic Acquisitions

We focus on growing organically but may complement our growth with selective strategic acquisition opportunities that expand our footprint, broaden our investor base, and further strengthen our solutions offering. Specifically, we target opportunities with a market leading differentiated platform, an established and committed investor base, strong margins with operating leverage, management and advisory fee-based revenue, strong

investment performance and a proven management team. Our leadership team has a proven track record of identifying, acquiring and integrating companies to drive long-term value creation, and we will continue to maintain a highly disciplined approach to pursuing accretive acquisitions.

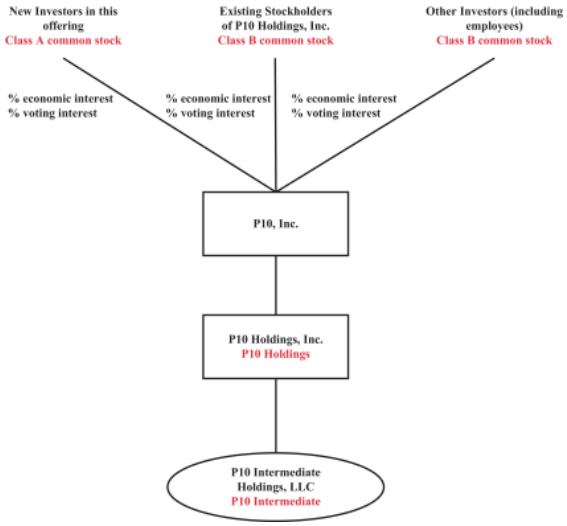
Why We Are Going Public

We have decided to become a public company for the following principal reasons:

- to enhance our profile and position as a leading multi-asset class private market solutions provider;
- to allow us to grow on a standalone basis while maintaining our unique culture, our management team and our independent decision-making processes;
- to enhance our ability to provide continuing and tangible equity compensation to existing employees and attract new employees;
- to provide funding for the repayment of debt and general corporate purposes, and a means to raise capital in the future;
- to permit us to use publicly traded securities to finance strategic acquisitions that we may elect to make in the future; and
- to provide a mechanism for eventual and ongoing liquidity management for our equity owners.

Organizational Structure

Prior to this offering, we undertook certain transactions as part of a corporate reorganization (the "Reorganization") described in "Historical Ownership Structure, the Reorganization and Recent Transactions." Following the Reorganization, P10 became a holding company and its sole asset is an equity interest in P10 Holdings, of which it serves as the sole stockholder. All of the existing stockholders of P10 Holdings and certain other investors, including employees, became the owners of the Class B common stock of P10, Inc. (the "Sunset Holders"). The diagram below depicts our organizational structure following the consummation of the Reorganization (and after giving effect to this offering).



Summary Risk Factors

Our business is subject to numerous risks and uncertainties, including those highlighted in "Risk Factors" immediately following this prospectus summary. These risks include, but are not limited to, the following:

- Our revenue in any given period is dependent on the number of fee-paying investors in such period. While most of our revenue is derived from management and advisory fees based on committed capital that is typically subject to multi-year lock up agreements, though under certain limited circumstances, the committed capital can be withdrawn early, or we can be removed or terminated as the adviser or general partner to a particular client.
- If the investments we make on behalf of our specialized investment vehicles perform poorly, our ability to raise capital for future specialized investment vehicles may be materially and adversely affected.
- The historical performance of our investments should not be considered as indicative of the future results of our investments or our operations or any returns expected on an investment in our Class A common stock.

- The success of our business depends on the identification and availability of suitable investment opportunities for our investors.
- Access to investment funds and other investments we make for our investors is competitive.
- Our failure to deal appropriately with conflicts of interest could damage our reputation and materially and adversely affect our business.
- We have obligations to investors and may have obligations to other third parties that may conflict with your interests.
- Our ability to retain our senior leadership team and attract additional qualified investment professionals is critical to our success.
- We intend to expand our business and may enter into new lines of business or geographic markets, which may result in additional risks and uncertainties in our business, and the associated future transactions could pose additional risks.
- Our indebtedness and our future indebtedness may expose us to substantial risks.
- The investment management and investment advisory business is intensely competitive.
- Difficult market conditions can adversely affect our business by reducing the market value of the assets we manage or causing our customized separate account investors to reduce their investments in private markets.
- The COVID-19 pandemic has severely disrupted the global financial markets and business climate and may adversely affect our business, financial condition and results of operations.
- Increased government regulation, compliance failures and changes in law or regulation could adversely affect us.
- A change of control of our company, including the occurrence of a “Sunset,” could result in an assignment of our investment advisory agreements.
- If we were deemed an “investment company” under the Investment Company Act of 1940 as a result of its ownership of our subsidiaries, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.
- The historical and pro forma financial information in this prospectus may not permit you to assess our future performance, including our costs of operations.
- The protective provision contained in our Amended and Restated Certificate of Incorporation, which is intended to help preserve the value of certain income tax assets, primarily tax net operating loss carryforwards, may have unintended negative effects. We also have a shareholder rights plan to provide similar protections.

Corporate Information

P10, Inc. was incorporated in Delaware on January 20, 2021 as a wholly owned subsidiary of P10 Holdings. It has had no business operations prior to this offering. P10, Inc. became the sole stockholder of P10 Holdings pursuant to the Reorganization described under “Organizational Structure.” Our principal executive office is located at 4514 Cole Avenue, Suite 1600, Dallas, Texas 75205, and our phone number is (214) 999-0149. Our website is p10alts.com. Information contained on or accessible through our website is not incorporated by reference into this prospectus and should not be considered a part of this prospectus.

Implications of Being an Emerging Growth Company

As a company with less than $1.07 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2013 (the "JOBS Act"). For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from specified disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these provisions for up to five years or such earlier time when we are no longer an emerging growth company. We will cease to be an emerging growth company if we have more than $1.07 billion in annual revenue, have more than $700 million in market value of our capital stock held by non-affiliates or issue more than $1 billion of non-convertible debt over a three-year period. We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of some reduced reporting burdens in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

The JOBS Act provides that an emerging growth company may take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use this extended transition period until we are no longer an emerging growth company or until we affirmatively and irrevocably opt out of the extended transition period. As a result, our financial statements may not be comparable to those for companies that comply with new or revised accounting pronouncements as of public company effective dates.

The Offering

Class A common stock outstanding immediately prior to this offering	shares
Class A common stock offered by P10, Inc.	shares.
Underwriters' option to purchase additional shares of Class A common stock from us	shares.

Class A common stock outstanding immediately after this offering	shares of Class A common stock (or shares of Class A common stock if the underwriters exercise their option to purchase additional shares of Class A common stock in full).
Class B common stock outstanding immediately before and after this offering	shares of Class B common stock.
Use of proceeds	We estimate that the net proceeds from the sale of shares of our Class A common stock by us in this offering, after deducting underwriting discounts and commissions but before expenses, will be approximately $ million or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full, based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus).We may use up to approximately $ million of these proceeds to repay existing indebtedness, $ million to pay the expenses incurred by us in connection with this offering and for general corporate purposes. See “Use of Proceeds.”
Voting rights	Each share of our Class A common stock will entitle its holder to one vote on all matters to be voted on by stockholders generally. Each share of our Class B common stock will entitle its holder to ten votes until a Sunset becomes effective. After a Sunset becomes effective, each share of our Class B common stock will automatically convert into Class A common stock. In addition, each share of Class B common stock will automatically convert into Class A common stock upon any transfer except to certain permitted holders. The Class B Holders will initially have % of the combined voting power of our common stock (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full). A “Sunset” is triggered by any of the earlier of the following: • the Sunset Holders cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been converted into Class A Common Stock); • the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock; and • upon the tenth anniversary of the effective date of our amended and restated certificate of incorporation. Upon any transfer, Class B common stock converts automatically on a one-for-one basis to shares of Class A common stock, except in the

	case of transfers to certain permitted transferees. In addition, holders of Class B common stock may elect to convert shares of Class B common stock on a one-for-one basis into Class A common stock at any time. Holders of our Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as set forth in our amended and restated certificate of incorporation or as otherwise required by applicable law. See "Organizational Structure—Voting Rights of the Class A and Class B Common Stock."
Protective Provisions	Our Amended and Restated Certificate of Incorporation requires any person attempting to become a holder of 4.99% or more of our common stock to seek the approval of our board of directors. This requirement will expire on the third anniversary of our initial public offering and can be waived at the discretion of our board of directors. We also have a shareholder rights plan that prohibits for anyone becoming a holder of 4.99% or more of our common stock (as determined for tax purposes) without prior board of directors' approval. See "Description of Capital Stock—Anti-Takeover Effects of Provisions of Delaware Law and our Amended and Restated Certificate of Incorporation and Bylaws."
Dividend policy	The declaration and payment by us of any future dividends to holders of our Class A common stock will be at the sole discretion of our board of directors.
Risk factors	You should read "Risk Factors" for a discussion of risks to carefully consider before deciding to purchase any shares of our Class A common stock.
Proposed ticker symbol	We have applied to list our Class A common stock on the NYSE under the symbol "PX".

Unless otherwise noted, Class A common stock outstanding and other information based thereon in this prospectus does not reflect any of the following:

- shares of Class A common stock issuable upon exercise of the underwriters' option to purchase additional shares;
- shares of Class A common stock reserved for issuance upon conversion of Class B common stock to Class A common stock; or
- shares of Class A common stock reserved for issuance under our 2021 Stock Incentive Plan (except that an aggregate of shares of Class A common stock intended to be issued to non-management employees immediately after the closing of this offering and shares of Class A common stock replacing outstanding awards are included in the number of shares of Class A common stock outstanding after this offering).

Unless otherwise indicated in this prospectus, all information in this prospectus assumes that shares of our Class A common stock will be sold at $ per share (the midpoint of the price range set forth on the cover of this prospectus).

Summary Historical and Pro Forma Consolidated Financial Information and Other Data

The following tables set forth certain summary financial information and other data on a historical basis. P10 Holdings, Inc. is considered our predecessor for accounting purposes and its consolidated financial statements will be our historical financial statements following this offering. The summary historical consolidated financial information set forth below as of December 31, 2019 and 2018, and for each of the years in the two-year period ended December 31, 2019, has been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary historical consolidated financial information set forth below as of September 30, 2020 and for each of the nine-month periods ended September 30, 2020 and 2019 has been derived from our unaudited consolidated financial statements included elsewhere in this prospectus.

The summary unaudited pro forma consolidated financial information of P10, Inc. set forth below as of and for the nine-month period ended September 30, 2020 and year ended December 31, 2019 give effect to (i) our acquisitions of Five Points, TrueBridge, ECG and Enhanced Capital Partners, LLC ("ECP"), and (ii) to the Reorganization and initial public offering as described throughout this prospectus, as if each had been completed as of January 1, 2019. The selected unaudited pro forma consolidated balance sheet data set forth below as of September 30, 2020 gives effect to (i) our acquisitions of TrueBridge, ECG and ECP, and (ii) to this offering and the application of the net proceeds from this offering, as if each had been completed as of September 30, 2020.

The summary historical and pro forma consolidated financial information should be read in conjunction with "Unaudited Pro Forma Condensed Consolidated Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the consolidated financial statements and the related notes included elsewhere in this prospectus. The following table includes Adjusted EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) and Adjusted Net Income, which are not measures of financial performance under GAAP. Refer to the aforementioned sections for further description and discussion of these metrics and reconciliations to the most directly comparable GAAP measures.

	P10, Inc.		P10 Holdings, Inc.			
	Nine Months Ended September 30,	Year Ended December 31,	Nine Months Ended September 30,		Years Ended December 31,	
Income Statement Data (in thousands)	2020 Pro Forma	2019 Pro Forma	2020	2019	2019	2018
Revenues:						
Management and advisory fees	$	$	$ 40,215	$ 29,405	$ 39,240	$ 30,211
Other			2,478	3,838	5,662	3,790
Total revenues			42,693	33,243	44,902	34,001
Expenses:						
Compensation and benefits			15,813	9,231	12,343	9,829
Professional fees			5,155	717	4,572	764
General administrative and other			3,178	3,193	4,624	4,373
Amortization of intangibles			9,605	7,914	10,552	11,026
Other expenses			—	—	—	747
Total expenses			33,751	21,055	32,091	26,739
Income from operations			8,942	12,188	12,811	7,262
Other income (expense):						
Income (loss) from unconsolidated subsidiary			—	—	—	—
Interest expense, net			(7,269)	(8,576)	(11,372)	(10,155)
Changes in the valuation on ECP note receivable			—	—	—	—
Total other income (expense)			(7,269)	(8,576)	(11,372)	(10,155)
Income (loss) before income tax benefit			1,673	3,612	1,439	(2,893)
Income tax benefit			1,513	7,076	10,502	8,787
Net income (loss)	$	$	$ 3,186	$ 10,688	$ 11,941	$ 5,894
Non-GAAP Information (in thousands)						
Adjusted EBITDA	$	$	$ 22,502	$ 20,432	$ 27,310	$ 18,627
Adjusted Net Income			15,889	13,949	21,554	13,053

Balance Sheet Data (in thousands)	P10, Inc. As of September 30, 2020 Pro Forma	P10 Holdings, Inc. As of September 30, 2020	As of December 31, 2019	2018
Assets				
Cash and cash equivalents	$	$ 16,167	$ 18,710	$ 8,195
Deferred tax assets		19,417	21,707	10,798
Intangibles, net		69,169	54,814	65,366
Goodwill		146,019	97,323	97,323
Total assets		260,890	202,804	184,458
Liabilities and stockholders' equity				
Long-term debt and notes payable, net	$	$ 134,098	$145,846	$148,806
Total liabilities		160,029	166,763	160,775
Redeemable non-controlling interest		61,418	—	—
Stockholders' equity		39,443	36,041	23,683
Total liabilities and stockholders' equity		260,890	202,804	184,458

RISK FACTORS

An investment in our Class A common stock involves risks. You should carefully consider the following information about these risks, together with the other information contained in this prospectus, before investing in our Class A common stock. The events and consequences discussed in these risk factors could, in circumstances we may not be able to accurately predict, recognize or control, have a material adverse effect on our business, growth, reputation, prospects, financial condition, operating results, cash flows, liquidity and stock price.

Risks Related to Our Business

Our revenue in any given period is dependent on the number of fee-paying investors in such period. While most of our revenue is derived from management and advisory fees based on committed capital that is typically subject to multi-year lock up agreements, though under certain limited circumstances, the committed capital can be withdrawn early, or we can be removed or terminated as the adviser or general partner to a particular client.

Our revenue is comprised virtually entirely of management and advisory fees from our registered investment adviser subsidiaries (each, an "Adviser"), with the vast majority of fees earned on committed capital that is typically subject to between 10 and 15 year lock up agreements, although in many cases, the contractual fees decline over the period, after the investment period of three to five years ends. Our investors engage us across multiple private market solutions through different vehicles, including primary fund of funds, direct and co-investment funds and secondary funds. Primary fund of funds and direct and co-investment funds include both commingled investment vehicles with multiple investors as well as customizable separate accounts, which typically include one customer. Our revenue in any given period is dependent on the number of fee-paying investors in such period. For our specialized, commingled funds, our fees may terminate if we are removed for certain cause events such as a key person event or without cause by a super majority of investors. Our customized separate account and advisory account business operates in a highly competitive environment. While investors of our separate account and advisory account businesses may have multi-year contracts, certain of these contracts only provide for fees to the extent a client elects to make an investment. In addition, the separate accounts and advisory contracts may be terminated by the client for cause or without cause upon advance notice to us. In connection with these terminable contracts, we may lose investors as a result of the sale or merger of an investor, a change in an investor's senior management, competition from other financial advisors and financial institutions and other causes. Moreover, certain of our contracts with state government-sponsored investors are secured through such government's request for proposal process, and can be subject to renewal. If multiple investors were to exercise their termination rights or fail to renew their existing contracts or investors removed us from managing a fund and we were unable to secure new investors, our fees would decline. In the case of any such events, the management fees and advisory fees we earn in connection with managing such account would immediately cease, which could result in an adverse effect on our revenues. If we experience a change of control (as defined under the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act") or as otherwise set forth in the governing documents of our funds), continuation of the investment management agreements of our funds and our separate account clients would be subject to investor or client consent. We cannot assure you that required consents will be obtained if a change of control occurs.

If the investments we make on behalf of our specialized investment vehicles perform poorly, our ability to raise capital for future specialized investment vehicles may be materially and adversely affected.

Our revenue from our investment management business is derived from fees earned for our management of our specialized investment vehicles and advisory accounts and with respect to certain of our specialized investment vehicles. We have no economic interest, ownership in or beneficiary interest in the performance of the funds (except for a 5% carried interest in RCP FF Small Buyout Co-Investment Fund, LP). RCP 2 and RCP 3 serve as

the advisors of the affiliated private equity funds, funds-of-funds, secondary funds and co-investment funds and receive management and advisory fees for the services performed. In the event that our specialized investment vehicles or individual investments perform poorly, the fund manager's revenues and earnings derived from incentive fees will decline, which may result in a decrease in our management and advisory fee revenue and make it more difficult for us to raise capital for new specialized funds or gain new customized separate account investors in the future.

The historical performance of our investments should not be considered as indicative of the future results of our investments or our operations or any returns expected on an investment in our Class A common stock.

In considering the performance information contained in this prospectus, prospective Class A common stockholders should be aware that past performance of our specialized investment vehicles or the investments that we recommend to our investors is not necessarily indicative of future results or of the performance of our Class A common stock. An investment in our Class A common stock is not an investment in any of our specialized investment vehicles. In addition, the historical and potential future returns of specialized investment vehicles that we manage are not directly linked to returns on our Class A common stock. Therefore, you should not conclude that continued positive performance of our specialized investment vehicles or the investments that we recommend to our investors will necessarily result in positive returns on an investment in our Class A common stock. However, poor performance of our specialized investment vehicles could cause a decline in our ability to raise additional funds, and could therefore have a negative effect on our performance and on returns on an investment in our Class A common stock. The historical performance of our funds should not be considered indicative of the future performance of these funds or of any future funds we may raise, in part because:

- market conditions and investment opportunities during previous periods may have been significantly more favorable for generating positive performance than those we may experience in the future;
- the performance of our funds is generally calculated on the basis of net asset value of the funds' investments, including unrealized gains, which may never be realized;
- our historical returns derive largely from the performance of our earlier funds, whereas future fund returns will depend increasingly on the performance of our newer funds or funds not yet formed;
- our newly established funds typically generate lower returns during the period that they initially deploy their capital;
- changes in the global tax and regulatory environment may affect both the investment preferences of our investors and the financing strategies employed by businesses in which particular funds invest, which may reduce the overall capital available for investment and the availability of suitable investments, thereby reducing our investment returns in the future;
- in recent years, there has been increased competition for investment opportunities resulting from the increased amount of capital invested in private markets alternatives and high liquidity in debt markets, which may cause an increase in cost and reduction in the availability of suitable investments, thereby reducing our investment returns in the future; and
- the performance of particular funds also will be affected by risks of the industries and businesses in which they invest.

The success of our business depends on the identification and availability of suitable investment opportunities for our investors.

Our success largely depends on the identification and availability of suitable investment opportunities for our investors, and in particular the success of funds in which our specialized investment vehicles and advisory accounts invest. The availability of investment opportunities will be subject to market conditions and other factors outside of our control and the control of the private markets and fund managers with which we invest. Past returns of our specialized investment vehicles and advisory accounts have benefited from investment opportunities and general market conditions that may not continue or reoccur, including favorable borrowing

conditions in the debt markets. There can be no assurance that our specialized investment vehicles, advisory accounts or the underlying funds in which we invest will be able to avail themselves of comparable opportunities and conditions.

Further, there can be no assurance that the private markets funds we select will be able to identify sufficient attractive investment opportunities to meet their investment objectives.

Competition for access to investment funds and other investments we make for our investors is intense.

We compete in all aspects of our business with a large number of asset management firms, commercial banks, broker-dealers, insurance companies and other financial institutions. With respect to our investment strategies, we primarily compete with other private markets solutions providers within North America that specialize in private equity, venture capital, private credit and impact investing. We seek to maintain excellent relationships with general partners and managers of investment funds, including those in which we have previously made investments for our investors and those in which we may invest in the future, as well as sponsors of investments that might provide co-investment opportunities in portfolio companies alongside the sponsoring fund manager. However, because of the number of investors seeking to gain access to investment funds and co-investment opportunities managed or sponsored by the top performing fund managers, there can be no assurance that we will be able to secure the opportunity to invest on behalf of our investors in all or a substantial portion of the investments we select, or that the size of the investment opportunities available to us will be as large as we would desire. Access to secondary investment opportunities is also highly competitive and is often controlled by a limited number of general partners, fund managers and intermediaries. Our ability to continue to compete effectively will depend upon our ability to attract highly qualified investment professionals and retain existing employees.

Our failure to deal appropriately with conflicts of interest could damage our reputation and materially and adversely affect our business.

As we expand the scope of our business, we increasingly confront potential conflicts of interest relating to our advisory and investment management businesses. For example, we may recommend that various of our advisory investors invest in specialized funds managed by our investment management business. It is possible that actual, potential or perceived conflicts could give rise to investor dissatisfaction, litigation or regulatory enforcement actions. Certain of our subsidiaries are registered investment advisors and they owe their investors a fiduciary duty and are required to provide disinterested advice. Appropriately dealing with conflicts of interest is complex and difficult and our reputation could be damaged if we fail, or appear to fail, to deal appropriately with one or more potential or actual conflicts of interest. Regulatory scrutiny of, or litigation in connection with, conflicts of interest could have a material adverse effect on our reputation, which could materially and adversely affect our business in a number of ways, including an inability to raise additional funds and reluctance of our existing investors to continue to do business with us.

We have obligations to investors and may have obligations to other third parties that may conflict with your interests.

Our subsidiaries that serve as the general partners of, or advisers to, our funds, or to our specialized investment vehicles have fiduciary and contractual obligations to the investors in those funds and accounts, and some of our subsidiaries may have contractual duties to other third parties. As a result, we may take actions with respect to the allocation of investments among our specialized investment vehicles or funds (including funds and accounts that have different fee structures), the purchase or sale of investments in our specialized investment vehicles or funds, the structuring of investment transactions for those specialized investment vehicles or funds, the advice we provide or other actions in order to comply with these fiduciary and contractual obligations.

Our ability to retain our senior leadership team and attract additional qualified investment professionals is critical to our success.

Our success depends on our ability to retain our senior leadership team and to recruit and retain additional qualified investment, sales and other professionals. However, we may not be successful in our efforts to retain our senior leadership team, as the market for investment professionals is extremely competitive. The individuals that comprise our senior leadership team possess substantial experience and expertise and, in many cases, have significant relationships with certain of our investors. Accordingly, the loss of any one of our senior leadership team could adversely affect certain investor relationships or limit our ability to successfully execute our investment strategies, which, in turn, could have a material adverse effect on our business, financial condition and results of operations. In addition, certain of our specialized funds have key person provisions that are triggered upon the loss of services of one or more specified employees and could, upon the occurrence of such event, provide the investors in these funds with certain rights such as rights providing for the termination or suspension of our funds' investment periods and/or wind-down of our funds. Any change to our senior leadership team could materially and adversely affect our business, financial condition and results of operations.

We intend to expand our business and may enter into new lines of business or geographic markets, which may result in additional risks and uncertainties in our business.

Virtually all of our revenue is derived from management and advisory fees based on committed capital that is typically subject to multi-year lock up agreements, typically between 10 and 15 years. We continue to grow our business by offering additional products and services, by entering into new lines of business and by entering into, or expanding our presence in, new geographic markets, including Europe and Asia. Introducing new types of investment structures, products and services could increase our operational costs and the complexities involved in managing such investments, including with respect to ensuring compliance with regulatory requirements and the terms of the investment. To the extent we enter into new lines of business, we will face numerous risks and uncertainties, including risks associated with the possibility that we have insufficient expertise to engage in such activities profitably or without incurring inappropriate amounts of risk, the required investment of capital and other resources and the loss of investors due to the perception that we are no longer focusing on our core business. In addition, we may from time to time explore opportunities to grow our business via acquisitions, partnerships, investments or other strategic transactions. There can be no assurance that we will successfully identify, negotiate or complete such transactions, that any completed transactions will produce favorable financial results or that we will be able to successfully integrate an acquired business with ours.

Entry into certain lines of business or geographic markets or introduction of new types of products or services may subject us to new laws and regulations with which we are not familiar, or from which we are currently exempt, and may lead to increased litigation and regulatory risk. In addition, certain aspects of our cost structure, such as costs for compensation, occupancy and equipment rentals, communication and information technology services, and depreciation and amortization will be largely fixed, and we may not be able to timely adjust these costs to match fluctuations in revenue related to growing our business or entering into new lines of business. If a new business generates insufficient revenue or if we are unable to efficiently manage our expanded operations, our business, financial condition and results of operations could be materially and adversely affected.

Future transactions could pose risks.

We frequently evaluate strategic opportunities and tactical acquisitions. We expect from time to time to pursue additional business opportunities and may decide to eliminate or acquire certain businesses, products or services. Such acquisitions or dispositions could be material. There are various risks and uncertainties associated with potential acquisitions and divestitures, including: (1) availability of financing; (2) difficulties related to integrating previously separate businesses into a single unit, including product and service offerings, operational capabilities and business cultures; (3) general business disruption; (4) managing the integration process; (5) diversion of management's attention from day-to-day operations; (6) assumption of costs and liabilities of an

acquired business, including unforeseen or contingent liabilities or liabilities in excess of the amounts estimated; (7) failure to realize anticipated benefits and synergies, such as cost savings and revenue enhancements; (8) potentially substantial costs and expenses associated with acquisitions and dispositions; (9) failure to retain and motivate key employees; and (10) difficulties in applying our internal control over financial reporting and disclosure controls and procedures to an acquired business. Any or all of these risks and uncertainties, individually or collectively, could have material adverse effect on our business, financial condition and results of operations.

Our organic growth with selective strategic acquisitions in recent years may be difficult to sustain, as it may place significant demands on our resources and employees and may increase our expenses.

We have grown organically and further evolved by adding complementary solutions and integrating these solutions into our existing offerings to generate cross-selling opportunities across our existing investor base, as demonstrated by the recently announced acquisition of Enhanced. The substantial growth of our business has placed, and if it continues, will continue to place, significant demands on our infrastructure, our investment team and other employees, and will increase our expenses. In addition, we are required to develop continuously our infrastructure as a result of becoming a public company and in response to the increasingly complex investment management industry and increasing sophistication of investors. Legal and regulatory developments also contribute to the level of our expenses. The future growth of our business will depend, among other things, on our ability to maintain the appropriate infrastructure and staffing levels to sufficiently address our growth and may require us to incur significant additional expenses and commit additional senior management and operational resources. We may face significant challenges in maintaining adequate financial and operational controls as well as implementing new or updated information and financial systems and procedures. Training, managing and appropriately sizing our work force and other components of our business on a timely and cost-effective basis may also pose challenges. In addition, our efforts to retain or attract qualified investment professionals may result in significant additional expenses. The Company is a strong believer in raising up the next generation of investment professionals in a way that maximizes alignment with the Company. As such, the Company may, from time to time, grant equity awards in the Company to investment professionals. These awards are typically subject to cliff vesting, which encourages retention and building the platform for the long-term. There can be no assurance that we will be able to manage our growing business effectively or that we will be able to continue to grow, and any failure to do so could adversely affect our ability to generate revenue and control our expenses.

Acquired businesses may not perform as expected, leading to an adverse effect on our earnings and revenue growth.

Acquisitions involve a number of risks, including the following, any of which could have an adverse effect on our business and our earnings and revenue growth: (i) incurring costs in excess of what we anticipated; (ii) potential loss of key wealth management professionals or other team members of the predecessor firm; (iii) inability to generate sufficient revenue to offset transaction costs; (iv) inability to retain investors following an acquisition; (v) incurring expenses associated with the amortization or impairment of intangible assets, particularly for goodwill and other intangible assets; and (vi) payment of more than fair market value for the assets of the acquired business.

While we intend that our completed acquisitions will improve profitability, past or future acquisitions may not be accretive to earnings or otherwise meet operational or strategic expectations. The failure of any of our acquired businesses to perform as expected after acquisition may have an adverse effect on our earnings and revenue growth.

The due diligence process that we undertake in connection with investments may not reveal all facts that may be relevant in connection with an investment.

Before making or recommending investments for our investors, we conduct due diligence that we deem reasonable and appropriate based on the facts and circumstances applicable to each investment. When conducting due diligence, we may be required to evaluate important and complex business, financial, tax, accounting, environmental and legal issues. Outside consultants, legal advisors and accountants may be involved in the due diligence process in varying degrees depending on the type of investment and the parties involved. Nevertheless, when conducting due diligence and making an assessment regarding an investment, we rely on the resources available to us, including information provided by the target of the investment and, in some circumstances, third-party investigations. The due diligence investigation that we will carry out with respect to any investment opportunity may not reveal or highlight all relevant facts that are necessary or helpful in evaluating such investment opportunity. Moreover, such an investigation will not necessarily result in the investment ultimately being successful. In addition, a substantial portion of our specialized funds are funds-of-funds, and therefore we are dependent on the due diligence investigation of the general partner or co-investment partner leading such investment. We have little or no control over their due diligence process, and any shortcomings in their due diligence could be reflected in the performance of the investment we make with them on behalf of our investors. Poor investment performance could lead investors to terminate their agreements with us and/or result in negative reputational effects, either of which could materially and adversely affect our business, financial condition and results of operations.

Our indebtedness and our future indebtedness may expose us to substantial risks.

The Company's indirect wholly owned subsidiary, P10 RCP Holdco, LLC ("HoldCo"), entered into a Credit and Guaranty Facility with HPS Investment Partners, LLC ("HPS"), an unrelated party, as administrative agent and collateral agent on October 7, 2017 (the "Facility"). The Facility provides for a $130.0 million senior secured credit facility in order to refinance the existing debt obligations of RCP Advisors and provide for the financing to repay the seller notes (the "Seller Notes") due resulting from the acquisition of RCP Advisors. The Facility provides for a $125 million five-year term loan and a $5 million one-year line of credit. The line of credit was repaid and subsequently expired during 2018.

Although we plan to use a portion of the proceeds of this offering to repay some or all of our outstanding debt under our existing Facility, we expect to continue to utilize debt to finance our operations as a public company and potential future acquisitions, which will expose us to the typical risks associated with the use of leverage. Significant future borrowings could make it more difficult for us to withstand adverse economic conditions or business plan variances, to take advantage of new business opportunities, or to make necessary capital expenditures. Any portion of our cash flow required for debt service would not be available for our operations, distributions, dividends or other purposes. Any substantial decrease in net operating cash flows or any substantial increase in expenses could make it difficult for us to meet our debt service requirements or force us to modify our operations. Restrictive covenants in agreements and instruments governing our debt may adversely affect our ability to operate our business or limit our ability to engage in certain transactions or activities, including paying dividends or making other distributions on our common stock. We cannot assure you that we will be able to maintain leverage levels in compliance with such covenants. Any failure to comply with these financial and other covenants, if not waived, could cause a default or event of default under such indebtedness.

Restrictive covenants in agreements and instruments governing our future indebtedness may adversely affect our ability to operate our business.

The terms of any of our future debt instruments or agreements may contain, various provisions that limit our and our subsidiaries' ability to, among other things:

- incur additional debt;
- provide guarantees in respect of obligations of other persons;

- make loans, advances and investments;
- make certain payments in respect of equity interests, including, among others, the payment of dividends and other distributions, redemptions and similar payments, payments in respect of warrants, options and other rights, and payments in respect of subordinated indebtedness;
- enter into transactions with investment funds and affiliates;
- create or incur liens;
- enter into negative pledges;
- sell all or any part of the business, assets or property, or otherwise dispose of assets;
- make acquisitions or consolidate or merge with other persons;
- enter into sale-leaseback transactions;
- change the nature of our business;
- change our fiscal year;
- make certain modifications to organizational documents or certain material contracts;
- make certain modifications to certain other debt documents; and
- enter into certain agreements, including agreements limiting the payment of dividends or other distributions in respect of equity interests, the repayment of indebtedness, the making of loans or advances, or the transfer of assets.

Although we may negotiate certain exceptions to these events, these restrictions may limit our flexibility in operating our business. Furthermore, any violation of these or other covenants in a future debt instrument could result in a default or event of default. Our obligations under future debt instruments may be secured by substantially all of our assets. In the case of an event of default, creditors may exercise rights and remedies, including the rights and remedies of a secured party, under any such future agreement and applicable law.

See “—Our indebtedness and our future indebtedness, may expose us to substantial risks.”

Dependence on leverage by certain funds and portfolio companies subjects us to volatility and contractions in the debt financing markets and could adversely affect the ability of our specialized investment vehicles to achieve attractive rates of return on those investments.

Certain of the specialized funds we manage, the funds in which we invest and portfolio companies within our funds and customized separate accounts currently rely on leverage or may in the future rely on leverage. If our specialized funds or the companies in which our specialized investment vehicles invest raise capital in the structured credit, leveraged loan and high yield bond markets, the results of their operations may suffer if such markets experience dislocations, contractions or volatility, for instance due to future or worsening impacts from the COVID-19 pandemic. In addition, it is expected that major banking institutions will transition away from the use of the London Interbank Offered Rate (“LIBOR”) after 2021, which remains a cause of significant uncertainty in the markets in which we are active. We are currently evaluating the potential impact of the eventual replacement of the LIBOR interest rate. Any such events could adversely impact the availability of credit to businesses generally, the cost or terms on which lenders are willing to lend, or the strength of the overall economy.

The absence of available sources of sufficient credit and/or debt financing for extended periods of time or an increase in either the general levels of interest rates or in the risk spread demanded by sources of indebtedness would make it more expensive to finance those investments. Certain investments may also be financed through fund-level debt facilities, which may or may not be available for refinancing at the end of their respective terms. Finally, the interest payments on the indebtedness used to finance our specialized funds’ investments are generally deductible expenses for income tax purposes, subject to limitations under applicable tax law and policy. Any change in such tax law or policy to eliminate or substantially limit these income tax deductions, as has been discussed from time to time in various jurisdictions, would reduce the after-tax rates of return on the affected investments, which may have an adverse impact on our business, results of operations and financial condition.

Similarly, private markets fund portfolio companies regularly utilize the corporate debt markets to obtain additional financing for their operations. Leverage incurred by a portfolio company may cause the portfolio company to be vulnerable to increases in interest rates and may make it less able to cope with changes in business and economic conditions. Any adverse impact caused by the use of leverage by portfolio companies in which we directly or indirectly invest could in turn adversely affect the returns of our specialized investment vehicles and advisory accounts. If the investment returns achieved by our funds are reduced, it could result in negative reputational effects, which could materially and adversely affect our business, financial condition and results of operations.

Defaults by investors in certain of our specialized funds could adversely affect that fund's operations and performance.

Our business is exposed to the risk that investors that owe us money may not pay us. We believe that this risk could potentially increase due to the current COVID-19 pandemic. If investors in our specialized investment vehicles default on their obligations to us, there may be adverse consequences on the investment process, and we could incur losses and be unable to meet underlying capital calls. For example, investors in most of our specialized funds make capital commitments to those funds that we are entitled to call from those investors at any time during prescribed periods. We depend on investors fulfilling and honoring their commitments when we call capital from them for those funds to consummate investments and otherwise pay their obligations when due. Any investor that did not fund a capital call would be subject to several possible penalties, including having a meaningful amount of its existing investment forfeited in that fund. However, the impact of the penalty is directly correlated to the amount of capital previously invested by the investor in the fund.

If an investor has invested little or no capital, for instance early in the life of the fund, then the forfeiture penalty may not be as meaningful. Failure to fund capital calls may occur more frequently in the event of an economic slowdown. In addition, changes to asset allocation policies or new laws or regulations resulting from declines in public equity markets due to COVID-19 may restrict or prohibit investors from investing in new or successor funds or funding existing commitments. A failure of investors to honor a significant amount of capital calls for any particular fund or funds could have a material adverse effect on the operation and performance of those funds.

Our failure to comply with investment guidelines set by our investors could result in damage awards against us or a reduction in FPAUM, either of which would cause our earnings to decline and adversely affect our business.

When investors retain us to manage assets on their behalf, certain guidelines are agreed to regarding investment allocation and strategy that we are required to observe in the management of their portfolios. Our failure to comply with these guidelines and other limitations could result in investors causing the termination of the investment management agreement with us, as these agreements generally are terminable without cause on generally 90 days' notice. Investors could also sue us for breach of contract and seek to recover damages from us. In addition, such guidelines may restrict our ability to pursue certain allocations and strategies on behalf of our investors that we believe are economically desirable, which could similarly result in losses to an investor account or termination of the account and a corresponding reduction in FPAUM. Even if we comply with all applicable investment guidelines, an investor may be dissatisfied with its investment performance or our services or fees and may terminate their customized separate accounts or advisory accounts or be unwilling to commit new capital to our specialized investment vehicles or advisory accounts. Any of these events could cause a reduction to FPAUM and consequently cause our earnings to decline and materially and adversely affect our business, financial condition and results of operations.

Misconduct by our employees, advisors or third-party service providers could harm us by impairing our ability to attract and retain investors and subjecting us to significant legal liability and reputational harm.

There is a risk that our employees, advisors or third-party service providers could engage in misconduct that adversely affects our business. We are subject to a number of obligations and standards arising from our advisory and investment management businesses and our discretionary authority over the assets we manage. The violation of these obligations and standards by any of our employees, advisors or third-party service providers would adversely affect our investors and us. Our business often requires that we deal with confidential matters of great significance to companies and funds in which we may invest for our investors. If our employees, advisors or third-party service providers were to improperly use or disclose confidential information, we could be subject to legal or regulatory action and suffer serious harm to our reputation, financial position and current and future business relationships. It is not always possible to detect or deter employee, advisor or third-party service provider misconduct, and the extensive precautions we take to detect and prevent this activity may not be effective in all cases. If one of our employees, advisors or third-party service providers were to engage in misconduct or were to be accused of such misconduct, our business and our reputation could be materially and adversely affected. See "—Increased government regulation, compliance failures and changes in law or regulation could adversely affect us."

Valuation methodologies for certain assets in our specialized investment vehicles can be significantly subjective, and the values of assets established pursuant to such methodologies may never be realized, which could result in significant losses for our specialized investment vehicles.

There are no readily ascertainable market prices for a large number of the investments in our specialized investment vehicles, advisory accounts or the funds in which we invest. The value of the investments of our specialized investment vehicles is determined periodically by us based on the fair value of such investments as reported by the underlying fund managers. Our valuation of the funds in which we invest is largely dependent upon the processes employed by the managers of those funds. The fair value of investments is determined using a number of methodologies described in the particular funds' valuation policies. These policies are based on a number of factors, including the nature of the investment, the expected cash flows from the investment, the length of time the investment has been held, restrictions on transfer and other recognized valuation methodologies. The methodologies we use in valuing individual investments are based on a variety of estimates and assumptions specific to the particular investments, and actual results related to the investment may vary materially as a result of the inaccuracy of such assumptions or estimates. In addition, because the illiquid investments held by our specialized investment vehicles, advisory accounts and the funds in which we invest may be in industries or sectors that are unstable, in distress, or undergoing some uncertainty, such investments are subject to rapid changes in value caused by sudden company-specific or industry-wide developments.

Because there is significant uncertainty in the valuation of, or in the stability of the value of, illiquid investments, the fair values of such investments as reflected in a fund's net asset value do not necessarily reflect the prices that would actually be obtained if such investments were sold. Realizations at values significantly lower than the values at which investments have been reflected in fund net asset values could result in losses for the applicable fund and the loss of potential incentive fees by the fund's manager and us. Also, a situation in which asset values turn out to be materially different from values reflected in fund net asset values could cause investors to lose confidence in us and may, in turn, result in difficulties in our ability to raise additional capital, retain investors or attract new investors.

Further, the SEC has highlighted valuation practices as one of its areas of focus in investment advisor examinations and has instituted enforcement actions against advisors for misleading investors about valuation. If the SEC were to investigate and find errors in our methodologies or procedures, we and/or members of our management could be subject to penalties and fines, which could harm our reputation and have a material adverse effect on our business, financial condition and results of operations.

Investors may be unwilling to commit new capital to our specialized investment vehicles or advisory accounts as a result of our decision to become a public company, which could materially and adversely affect our business, financial condition and results of operations.

Some of our investors may negatively view the prospect of our becoming a publicly traded company, including concerns that as a public company we will shift our focus from the interests of our investors to those of our public stockholders. Some of our investors may believe that we will strive for near-term profit instead of superior risk-adjusted returns for our investors over time or grow our FPAUM for the purpose of generating additional management and advisory fees without regard to whether we believe there are sufficient investment opportunities to effectively deploy the additional capital. There can be no assurance that we will be successful in our efforts to address such concerns or to convince investors that our decision to pursue an initial public offering will not affect our longstanding priorities or the way we conduct our business. A decision by a significant number of our investors not to commit additional capital to our specialized investment vehicles or advisory accounts to cease doing business with us altogether could inhibit our ability to achieve our investment objectives and may materially and adversely affect our business, financial condition and results of operations.

Our investment management activities may involve investments in relatively illiquid assets, and we and our investors may lose some or all the amounts invested in these activities or fail to realize any profits from these activities for a considerable period of time.

The investments made by our specialized investment vehicles and recommended by our advisory services may include illiquid assets. The private markets funds in which we invest capital generally invest in securities that are not publicly traded. Even if such securities are publicly traded, many of these funds may be prohibited by contract or applicable securities laws from selling such securities for a period. Accordingly, the private markets funds in which we and our investors invest capital may not be able to sell investments when they desire and therefore may not be able to realize the full value of such investments. Particularly in the case of securities, such funds will generally not be able to sell these securities publicly unless their sale is registered under applicable securities laws, or unless an exemption from such registration requirements is available. Accordingly, the private markets funds in which we invest our investors' capital may not be able to sell securities when they desire and therefore may not be able to realize the full value of such securities. The ability of private markets funds to dispose of investments is dependent in part on the public equity and debt markets, to the extent that the ability to dispose of an investment may depend upon the ability to complete an initial public offering of the portfolio company in which such investment is held or the ability of a prospective buyer of the portfolio company to raise debt financing to fund its purchase. Furthermore, large holdings of publicly traded equity securities can often be disposed of only over a substantial period, exposing the investment returns to risks of downward movement in market prices during the disposition period. Contributing capital to these funds is risky, and we may lose some or the entire amount of our specialized funds' and our investors' investments or the investment made by our funds. Poor investment performance could result in negative reputational effects, which could materially and adversely affect our business, financial condition and results of operations.

In addition, our specialized funds directly or indirectly invest in businesses with capital structures that have significant leverage. The leveraged capital structure of such businesses increases the exposure of the funds' portfolio companies to adverse economic factors such as rising interest rates, downturns in the economy or deterioration in the condition of such business or its industry. If these portfolio companies default on their indebtedness, or otherwise seek or are forced to restructure their obligations or declare bankruptcy, we could lose some or all our investment and suffer reputational harm. See "Dependence on leverage by certain funds and portfolio companies subjects us to volatility and contractions in the debt financing markets and could adversely affect the ability of our specialized investment vehicles to achieve attractive rates of return on those investments."

The portfolio companies in which private markets funds have invested or may invest will sometimes involve a high degree of business and financial risk. These companies may be in an early stage of development, may not

have a proven operating history, may be operating at a loss or have significant variations in operating results, may be engaged in a rapidly changing business with products subject to a substantial risk of obsolescence, may be subject to extensive regulatory oversight, may require substantial additional capital to support their operations, finance expansion or maintain their competitive position, may have a high level of leverage, or may otherwise have a weak financial condition. In addition, these portfolio companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing, and other capabilities, and a larger number of qualified managerial and technical personnel. Portfolio companies in non-U.S. jurisdictions may be subject to additional risks, including changes in currency exchange rates, exchange control regulations, risks associated with different types (and lower quality) of available information, expropriation or confiscatory taxation and adverse political developments.

In addition, during periods of difficult market conditions, including the current one triggered by the COVID-19 pandemic, or slowdowns in a particular investment category, industry or region, portfolio companies may experience decreased revenues, financial losses, difficulty in obtaining access to financing and increased costs. During these periods, these companies may also have difficulty in expanding their businesses and operations and may be unable to pay their expenses as they become due. A general market downturn or a specific market dislocation may result in lower investment returns for the private markets funds or portfolio companies in which our specialized investment vehicles invest, which consequently would materially and adversely affect investment returns for our specialized investment vehicles.

Our specialized investment vehicles may face risks relating to undiversified investments.

We cannot give assurance as to the degree of diversification that will be achieved in any of our specialized investment vehicles. Difficult market conditions or slowdowns affecting a particular asset class, geographic region or other category of investment could have a significant adverse impact on a given specialized investment vehicle if its investments are concentrated in that area, which would result in lower investment returns. Accordingly, a lack of diversification on the part of a specialized investment vehicle could adversely affect its investment performance and, as a result, our business, financial condition and results of operations.

Our specialized investment vehicles make investments in funds and companies that we do not control.

Investments by most of our specialized investment vehicles will include debt instruments and equity securities of companies that we do not control. Our specialized investment vehicles may invest through co-investment arrangements or acquire minority equity interests and may also dispose of a portion of their equity investments in portfolio companies over time in a manner that results in their retaining a minority investment. Consequently, the performance of our specialized investment vehicles will depend significantly on the investment and other decisions made by third parties, which could have a material adverse effect on the returns achieved by our specialized investment vehicles. Portfolio companies in which the investment is made may make business, financial or management decisions with which we do not agree. In addition, the majority stakeholders or our management may take risks or otherwise act in a manner that does not serve our interests. If any of the foregoing were to occur, the values of our investments and the investments we have made on behalf of investors could decrease and our financial condition, results of operations and cash flow could suffer as a result.

Investments by our specialized investment vehicles or advisory accounts may in many cases rank junior to investments made by other investors.

In many cases, the companies in which our specialized investment vehicles invest have indebtedness or equity securities or may be permitted to incur indebtedness or to issue equity securities, that rank senior to our investors' investments in our specialized investment vehicles or advisory accounts. By their terms, these instruments may provide that their holders are entitled to receive payments of dividends, interest or principal on

or before the dates on which payments are to be made in respect of our investors' investments. Also, in the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a company in which one or more of our specialized investment vehicles or advisory accounts hold an investment, holders of securities ranking senior to our investors' investments would typically be entitled to receive payment in full before distributions could be made in respect of our investors' investments. After repaying senior security holders, the company may not have any remaining assets to use for repaying amounts owed in respect of our investors' investments. To the extent that any assets remain, holders of claims that rank equally with our investors' investments would be entitled to share on an equal and ratable basis in distributions that are made from those assets. Also, during periods of financial distress or following an insolvency, our ability to influence a company's affairs and to take actions to protect investments by our specialized investment vehicles or advisory accounts may be substantially less than that of those holding senior interests.

We may not be able to maintain our desired fee structure as a result of industry pressure from private markets investors to reduce fees, which could have a material adverse effect on our profit margins and results of operations.

We may not be able to maintain our current fee structure for our funds as a result of industry pressure from private markets investors to reduce fees. In order to maintain our desired fee structure in a competitive environment, we must be able to continue to provide investors with investment returns and service that incentivize our investors to pay our desired fee rates. While in our acquisitions, we typically do not purchase the incentive fees, or carried interest, from the owners, but rather only acquire the management and advisory fees, which provide a stable source of extended-term revenue, we cannot assure that we will succeed in providing investment returns and service that will allow us to maintain our desired fee structure. Fee reductions on existing or future new business could have a material adverse effect on our profit margins and results of operations.

Our risk management strategies and procedures may leave us exposed to unidentified or unanticipated risks.

Risk management applies to our investment management operations as well as to the investments we make for our specialized investment vehicles. We have developed and continue to update strategies and procedures specific to our business for managing risks, which include market risk, liquidity risk, operational risk and reputational risk. Management of these risks can be very complex. These strategies and procedures may fail under some circumstances, particularly if we are confronted with risks that we have underestimated or not identified. In addition, some of our methods for managing the risks related to our investors' investments are based upon our analysis of historical private markets behavior. Statistical techniques are applied to these observations to arrive at quantifications of some of our risk exposures. Historical analysis of private markets returns requires reliance on valuations performed by fund managers, which may not be reliable measures of current valuations. These statistical methods may not accurately quantify our risk exposure if circumstances arise that were not observed in our historical data. In particular, as we enter new lines of business, our historical data may be incomplete. Failure of our risk management techniques could materially and adversely affect our business, financial condition and results of operations, including the fund manager's right to receive incentive fees, which may result in a decrease in our management and advisory fee revenue.

Restrictions on our ability to collect and analyze data regarding our investors' investments could adversely affect our business.

Our proprietary database supports our robust and disciplined sourcing criteria, which fuels our highly selective investment process. We rely on our database to provide a highly transparent, versatile and informative platform through which investors can track, monitor and diligence portfolios. We depend on the continuation of our relationships with the fund managers and sponsors of the underlying funds and investments to maintain current data on these investments and private markets activity. The termination of such relationships by a critical mass of such fund managers and sponsors or the imposition of widespread restrictions on our ability to use the data we obtain for our reporting and monitoring services could adversely affect our business, financial condition and results of operations.

Operational risks, data security breaches, loss or leakage of data and other interruptions of our information technology systems or those of our third-party service providers may disrupt our business, compromise sensitive information related to our business, prevent us from accessing critical information, which may result in losses or limit our growth.

We rely heavily on our financial, accounting, compliance, monitoring, reporting and other data processing systems. In the ordinary course of business, we collect, store and transmit confidential information including but not limited to intellectual property, proprietary business information and personal information. It is critical that we do so in a secure manner to maintain the confidentiality and integrity of such confidential information. Any failure or interruption of our systems, including the loss of data, whether caused by fire, other natural disaster, power or telecommunications failure, service interruptions, system malfunction, computer viruses, acts of terrorism or war or otherwise, could result in a disruption of our business, liability to investors, regulatory intervention or reputational damage, and thus materially and adversely affect our business. Although we have back-up systems in place, including back-up data storage, our back-up procedures and capabilities in the event of a failure or interruption may not be adequate. In recent years, we have substantially upgraded and expanded the capabilities of our data processing systems and other operating technology, and we expect that we will need to continue to upgrade and expand these capabilities in the future to avoid disruption of, or constraints on, our operations. We may incur significant costs to further upgrade our data processing systems and other operating technology in the future.

We are dependent on the effectiveness of our information security policies, procedures and capabilities to protect our computer and telecommunications systems and the data such systems contain or transmit. An external information security breach, such as a "hacker attack," a virus or worm, or an internal problem with information protection, including inadvertent or intentional actions by our employees such as failure to control access to sensitive systems, could materially interrupt our business operations or cause disclosure or modification of sensitive or confidential information. The risk of a security breach or disruption, particularly through cyberattacks or cyber intrusion, including by computer hackers, foreign governments, and cyber terrorists, has generally increased as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased. We may not be able to anticipate all types of security threats, and we may not be able to implement preventive measures effective against all such security threats. The techniques used by cyber criminals change frequently, may not be recognized until launched, and can originate from a wide variety of sources, including outside groups such as third-party service providers, organized crime affiliates, terrorist organizations, or hostile foreign governments or agencies. Any such failure or breach could result in material financial loss, regulatory actions, breach of investor contracts, reputational harm or legal liability, which, in turn, could cause a decline in our earnings or stock price. The costs related to significant security breaches or disruptions could be material and exceed the limits of the cybersecurity insurance we maintain against such risks.

Furthermore, significant disruptions of our information technology systems or security breaches could result in the loss, misappropriation, and/or unauthorized access, use, or disclosure of, or the prevention of access to, confidential information, which could result in financial, legal, business, and reputational harm to us. For example, any such event that leads to unauthorized access, use, or disclosure of personal information, including personal information regarding our investors or employees, could harm our reputation directly, compel us to comply with federal and/or state breach notification laws and foreign law equivalents, subject us to mandatory corrective action, and otherwise subject us to liability under laws and regulations that protect the privacy and security of personal information, which could result in significant legal and financial exposure and reputational damages that could adversely affect our business, financial condition and results of operations.

Finally, we rely on third-party service providers for certain aspects of our business, including for certain information systems and technology and administration of our specialized funds. If the information technology systems of our third-party service providers become subject to disruptions or security breaches, we may have insufficient recourse against such third parties and we may have to expend significant resources to mitigate the impact of such an event, and to develop and implement protections to prevent future events of this nature from

occurring. Any interruption or deterioration in the performance of these third parties or failures of their information systems and technology could impair the quality of the funds' operations and could affect our reputation and hence adversely affect our business, financial condition and results of operations.

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

As a leading provider of private market solutions, we depend to a large extent on our relationships with our investors and our reputation for integrity and high-caliber professional services to attract and retain investors. As a result, if an investor is not satisfied with our services, such dissatisfaction may be more damaging to our business than to other types of businesses. The importance of our reputation may increase as we seek to expand our investor base and into new private markets.

In recent years, the volume of claims and amount of damages claimed in litigation and regulatory proceedings against financial advisors has been increasing. Our asset management and advisory activities may subject us to the risk of significant legal liabilities to our investors and third parties, including our investors' stockholders or beneficiaries, under securities or other laws and regulations for materially false or misleading statements made in connection with securities and other transactions. In our investment management business, we make investment decisions on behalf of our investors that could result in substantial losses. Any such losses also may subject us to the risk of legal and regulatory liabilities or actions alleging negligent misconduct, breach of fiduciary duty or breach of contract. These risks often may be difficult to assess or quantify and their existence and magnitude often remain unknown for substantial periods of time. We may incur significant legal expenses in defending litigation. In addition, litigation or regulatory action against us may tarnish our reputation and harm our ability to attract and retain investors. Substantial legal or regulatory liability could materially and adversely affect our business, financial condition or results of operations or cause significant reputational harm to us, which could seriously harm our business.

Our business depends on a strong and trusted brand, and any failure to maintain, protect, and enhance our brand would have an adverse impact on our business.

Investor and institutional recognition of the P10 trademark and related brands and the association of these brands with our products and services are an integral part of our business. The occurrence of any events or rumors that cause investors and/or institutions to no longer associate these brands with our products and services may materially adversely affect the value of our brand names and demand for our products and services.

In addition, trademarks or trade names that we own now or in the future may be challenged, infringed, declared generic, or determined to be infringing on or dilutive of other marks. We may not be able to protect our rights in these trademarks and trade names, which we need to build name recognition with potential investors. Moreover, third parties may file for registration of trademarks similar or identical to our trademarks; if they succeed in registering or developing common law rights in such trademarks, and if we are not successful in challenging such third-party rights, we may not be able to use these trademarks to develop brand recognition of our products and services. Furthermore, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. If we are unable to establish name recognition based on our trademarks and trade names, we may not be able to compete effectively, which could materially and adversely affect our business, financial condition or results of operations.

International operations are subject to certain risks, which may affect our revenue.

We intend to grow our non-U.S. business, including growth into new regions with which we have less familiarity and experience, and this growth is important to our overall success. While we have a leading presence in North America where a majority of our capital is currently being deployed, we intend to leverage our differentiated

solutions to serve our global investors. Our international operations, presently in existence or which we may establish in the future, carry special financial and business risks, which could include the following:

- greater difficulties in managing and staffing foreign operations;
- fluctuations in foreign currency exchange rates that could adversely affect our results;
- unexpected changes in trading policies, regulatory requirements, tariffs and other barriers;
- longer transaction cycles;
- higher operating costs;
- local labor, protections conditions and regulations;
- adverse consequences or restrictions on the repatriation of earnings;
- potentially adverse tax consequences, such as trapped foreign losses;
- less stable political and economic environments;
- terrorism, political hostilities, war, outbreak of disease and other civil disturbances or other catastrophic events that reduce business activity;
- cultural and language barriers and the need to adopt different business practices in different geographic areas; and
- difficulty collecting fees and, if necessary, enforcing judgments.

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

Any payment of distributions, loans or advances to and from our subsidiaries could be subject to restrictions on or taxation of dividends or repatriation of earnings under applicable local law, monetary transfer restrictions, foreign currency exchange regulations in the jurisdictions in which our subsidiaries operate or other restrictions imposed by current or future agreements, including debt instruments, to which our non-U.S. subsidiaries may be a party. Our business, financial condition and results of operations could be adversely impacted, possibly materially, if we are unable to successfully manage these and other risks of international operations in a volatile environment. If our international business increases relative to our total business, these factors could have a more pronounced effect on our operating results or growth prospects.

We are subject to risks in using custodians, counterparties, administrators and other agents.

Many of our funds depend on the services of custodians, counterparties, administrators and other agents to carry out certain securities and derivatives transactions and other administrative services. We are subject to risks of errors and mistakes made by these third parties, which may be attributed to us and subject us or our investors to reputational damage, penalties or losses. The terms of the contracts with these third-party service providers are often customized and complex, and many of these arrangements occur in markets or relate to products that are not subject to regulatory oversight. We may be unsuccessful in seeking reimbursement or indemnification from these third-party service providers.

Our funds are subject to the risk that the counterparty to one or more of these contracts defaults, either voluntarily or involuntarily, on its performance under the contract. Any such default may occur suddenly and without notice to us. Moreover, if a counterparty defaults, we may be unable to take action to cover our exposure,

either because we lack contractual recourse or because market conditions make it difficult to take effective action. This inability could occur in times of market stress, which is when defaults are most likely to occur. In addition, our risk-management models may not accurately anticipate the effects of market stress or counterparty financial condition, and as a result, we may not have taken sufficient action to reduce our risks effectively. Default risk may arise from events or circumstances that are difficult to detect, foresee or evaluate. In addition, concerns about, or a default by, one large participant could lead to significant liquidity problems for other participants, which may in turn expose us to significant losses.

In the event of a counterparty default, particularly a default by a major investment bank or a default by a counterparty to a significant number of our contracts, one or more of our funds may have outstanding trades that they cannot settle or are delayed in settling. As a result, these funds could incur material losses and the resulting market impact of a major counterparty default could harm our business, financial condition and results of operation.

In the event of the insolvency of a custodian, counterparty or any other party that is holding assets of our funds as collateral, our funds might not be able to recover equivalent assets in full as they will rank among the custodian's or counterparty's unsecured creditors in relation to the assets held as collateral. In addition, our funds' cash held with a custodian or counterparty generally will not be segregated from the custodian's or counterparty's own cash, and our funds may therefore rank as unsecured creditors in relation thereto.

We may not be able to fully utilize our net operating loss ("NOL") and other tax carryforwards, including as a result of this offering and subsequent offerings, which may have the effect of devaluing significant deferred tax assets of the company.

As of December 31, 2020, we had $ million of NOL carryforwards, a portion of which will expire each year if not used to reduce taxable income. Our ability to utilize NOLs and other tax carryforwards to reduce taxable income in future years could be limited for various reasons, including as a result of one or more ownership changes under Section 382 of the Internal Revenue Code of 1986 ("Section 382"), if future taxable income is insufficient to recognize the full benefit of such NOL carryforwards prior to their expiration and/or if the IRS successfully asserts that a transaction or transactions were concluded with the principal purpose of evasion or avoidance of U.S. federal income tax. There can be no assurance that we will have sufficient taxable income in later years to enable us to use the NOLs before they expire, or that the IRS will not successfully challenge the use of all or any portion of the NOLs.

Section 382 subjects us to limitations in the use of NOLs if we experience an "ownership change." For the purposes of Section 382, an ownership occurs if the owner shift, as calculated under Section 382 is greater than 50%. We are uncertain if this offering and subsequent offerings will increase the owner shift to be greater than 50%.

If an owner shift as calculated under Section 382 greater than 50% occurs, we will be limited in our ability to realize a tax benefit from the use of our deferred tax assets, whether or not we are profitable in future years. These consequences include, without limitation, limiting the amount of federal NOL that can be used to offset taxable income to the Section 382 annual limitation. Generally, the annual limitation equals the product of (i) the fair market value of all of our outstanding equity immediately prior to the ownership change, multiplied by (ii) the applicable federal long-term, tax exempt rate.

In addition, if we have a net unrealized built-in gain (generally determined by comparing market capitalization plus total liabilities to the adjusted tax basis of assets) at the time of the ownership change, certain built-in gains recognized within five years after the ownership change (the "recognition period") may increase the amount of the otherwise available annual limitation. Any such recognized built-in gains that are unused may be carried forward to later post-change years. Internal Revenue Service ("IRS") Notice 2003-65 provides an approach which treats built-in gain assets of our Company as generating recognized built-in gain each year without regard to whether such assets are not disposed of at a gain during the recognition period. However, in September 2019

the IRS released proposed Section 382 regulations that would eliminate the beneficial provisions of IRS Notice 2003-65. If finalized as proposed, these regulations would limit the increase in the annual Section 382 limitation for recognized built-in gains to those gains that are actually realized through the disposition of built-in gain assets. These regulations have not been finalized but provide for an effective date of 30 days after the final regulations are published. For transactions that have been announced to the public or for which a binding commitment has been entered into when the final regulations are published, the provisions of IRS Notice 2003-65 should still be available.

The unused portion of the recognized built-in gain carries forward to later post-change years. We have not calculated any recognized built-in gain with respect to the potential ownership change but we expect to do so subsequent to such ownership change and would expect to apply for such recognition.

Risks Related to Our Industry

The investment management and investment advisory business is intensely competitive.

The investment management and investment advisory business is intensely competitive, with competition based on a variety of factors, including investment performance, the quality of service provided to investors, brand recognition and business reputation. We compete with a variety of traditional and alternative asset management firms, commercial banks, broker-dealers, insurance companies and other financial institutions. Several factors serve to increase our competitive risks:

- some of our competitors have more relevant experience, greater financial and other resources and more personnel than we do;
- there are relatively few barriers to entry impeding new asset management firms, including a relatively low cost of entering these lines of business, and the successful efforts of new entrants into our various lines of business have resulted in increased competition;
- some of our competitors have recently raised, or are expected to raise, significant amounts of capital, and many of them have investment objectives similar to ours, which may create additional competition for investment opportunities that our funds seek to exploit;
- some of our funds may not perform as well as competitors' funds or other available investment products;
- several of our competitors have significant amounts of capital, and many of them have similar investment objectives to ours, which may create additional competition for investment opportunities and may reduce the size and duration of pricing inefficiencies that many alternative investment strategies seek to exploit;
- if, as we expect, allocation of assets to alternative investment strategies increases, there may be increased competition for alternative investments and access to fund general partners and managers;
- certain investors may prefer to invest with private partnerships rather than a public company;
- other industry participants will from time to time seek to recruit our investment professionals and other employees away from us;
- some of our competitors may have a lower cost of capital, which may be exacerbated to the extent potential changes to the Code limit the deductibility of interest expense;
- some of our competitors may have access to funding sources that are not available to us, which may create competitive disadvantages for us with respect to investment opportunities;
- some of our competitors may be subject to less regulation and accordingly may have more flexibility to undertake and execute certain businesses or investments than we can and/or bear less compliance expense than we do;

- some of our competitors may have more flexibility than us in raising certain types of investment funds under the investment management contracts they have negotiated with their investors; and
- some of our competitors may have better expertise or be regarded by investors as having better expertise in a specific asset class or geographic region than we do.

This competitive pressure could adversely affect our ability to make successful investments and restrict our ability to raise future funds, either of which would materially and adversely impact our business, financial condition and results of operations.

Difficult market conditions can adversely affect our business by reducing the market value of the assets we manage or causing our customized separate account investors to reduce their investments in private markets.

The future global market and economic climate may deteriorate because of many factors beyond our control, including rising interest rates or inflation, reduced availability of credit, changes in laws and regulation, terrorism or political uncertainty and severe public health events such as, for example, the recent global COVID-19 pandemic. In addition, volatility and disruption in the equity and credit markets can adversely affect the portfolio companies in which private markets funds invest and adversely affect the investment performance of our funds and advisory accounts. We may not be able to or may choose not to manage our exposure to these market conditions. Market deterioration could cause us, the specialized investment vehicles we manage or the funds in which they invest to experience tightening of liquidity, reduced earnings and cash flow, and impairment charges, as well as challenges in raising additional capital, obtaining investment financing and making investments on attractive terms. These market conditions can also have an impact on our ability and the ability of funds in which we and our investors invest to liquidate positions in a timely and efficient manner. More costly and restrictive financing also may adversely impact the returns of our co-investments in leveraged buyout transactions and therefore, adversely affect the results of operations and financial condition of our co-investment funds.

Our business could generate lower revenue in a general economic downturn or a tightening of global credit markets. These conditions may result in reduced opportunities to find suitable investments and make it more difficult for us, or for the funds in which we and our investors invest, to exit and realize value from existing investments, potentially resulting in a decline in the value of the investments held in our investors' portfolios. Such a decline could cause our revenue and net income to decline by causing some of our investors to reduce their investments in private markets in favor of investments they perceive as offering greater opportunity or lower risk, which would result in lower fees being paid to us.

A general economic downturn or a tightening of global credit markets may also reduce the commitments our investors are able to devote to alternative investments generally and make it more difficult for the funds in which we invest to obtain funding for additional investments at attractive rates, which would further reduce our profitability.

While our financial profile features a highly predicable, recurring revenue stream of virtually all management and advisory fees, earned primarily on committed capital from long-term, contractually locked up funds, our profitability may be adversely affected by our fixed costs and the possibility that we would be unable to scale back other costs within a time frame sufficient to match any decreases in revenue relating to changes in market and economic conditions. If our revenue declines without a commensurate reduction in our expenses, our net income will be reduced. Accordingly, difficult market conditions could materially and adversely affect our business, financial condition and results of operations.

The COVID-19 pandemic has severely disrupted the global financial markets and business climate and may adversely affect our business, financial condition and results of operations.

Beginning in March 2020, the global financial markets and business climate have been adversely affected by the global outbreak of COVID-19. The spread of the COVID-19 pandemic throughout the world has led many

countries to institute a variety of measures, including stay-at-home orders, restrictions on travel, bans on public gatherings, the closing of non-essential businesses or limiting their hours of operation, and other restrictions on businesses and their operations, to contain viral spread. These measures have in turn caused reductions in demand for certain goods and services, reductions in business activity and financial transactions, supply chain interruptions and overall economic and significant financial market volatility. While some of the initial restrictions have been relaxed or lifted to generate more economic activity, the risk of future COVID-19 outbreaks remains, and restrictions have been and may continue to be imposed to mitigate risks to public health in jurisdictions where additional outbreaks have been detected. Moreover, even where restrictions are and remain lifted, the availability of viable treatment options or of a vaccine could lead people to continue to self-isolate and not participate in the economy at pre-pandemic levels for a prolonged period, potentially further delaying global economic recovery. As a result, we are unable to predict the ultimate duration and adverse impact of COVID-19 on our business, financial condition and results of operations. COVID-19 has impacted, and may further impact, our business in various ways. Adverse effects on our business due to COVID-19 include, but are not limited to, the following:

- *Management fees; Advisory fees*. A slowdown in fundraising activity could result in delayed or decreased management and advisory fees as compared to prior periods. Additionally, changes to asset allocation policies or new laws or regulations resulting from declines in public equity markets may restrict or prohibit investors from investing in new or successor funds or funding existing commitments. If we experience a slowdown in the pace of capital deployment, it may result in delayed or decreased management and advisory fees for those funds and accounts that pay management and advisory fees based on invested capital.
- *Liquidity*. Our liquidity and cash flows may be adversely affected by declines or delays in realized management fee revenues and advisory fee revenues. As of September 30, 2020, we had $16.1 million of cash and cash equivalents.
- *Investment opportunities*. While the market dislocation caused by COVID-19 may present attractive investment opportunities due to increased volatility in the financial markets, we may not be able to complete those investments, which could negatively affect our revenue, particularly for funds that pay management fees and advisory fees based on invested capital.
- *Investors, general partners and fund managers*. A significant portion of our business activity involves meeting with investors, general partners and fund managers to build and strengthen our relationships. Prior to the pandemic, much of this activity was done in person. Although we have shifted to telephone and video conferences to build and maintain our relationships, it is unclear whether this shift will have a negative impact on our ability to service our investors, connect with new investors, market our funds, source new investment opportunities and conduct due diligence on investments. We depend on investors fulfilling their commitments when we call capital from them for those funds to consummate investments and otherwise pay their obligations when due. Our funds' operations and performance can be directly impacted if our investors face liquidity challenges related to the COVID-19 pandemic or otherwise and are unable to fulfill their commitments.
- *Operations*. The ability of our employees to conduct their daily work in our offices helps to ensure a level of productivity and operational security that may not be achieved when working remotely for an extended period. Remote working environments could strain our technology resources and introduce operational risks, including heightened cybersecurity risk, as remote working environments can be less secure and more susceptible to hacking attacks. See "—Risks Related to our Business—Operational risks, data security breaches, loss or leakage of data and other interruptions of our information technology systems or those of our third-party service providers may disrupt our business, compromise sensitive information related to our business, prevent us from accessing critical information, result in losses or limit our growth. In addition, third-party service providers on whom we may be reliant for certain aspects of our business, including fund administration activities and cloud-based services, could be affected by an inability to perform due to adverse impacts of COVID-19.

- *Employee well-being*. We recognize that COVID-19 threatens our employees' safety, well-being and morale. If our senior management or other key personnel become ill or are otherwise unable to perform their duties for an extended period, we may experience a loss of productivity or a delay in the implementation of certain strategic plans. We primarily operate in the North American, middle and lower-middle market. As of December 31, 2020, we had 144 employees operating in ten offices throughout the United States. Local COVID-19-related laws may be subject to rapid change depending on public health developments, which can lead to confusion and make compliance with laws uncertain and subject us to increased risk of litigation for non-compliance. We may also be exposed to the risk of litigation by our employees against us for, among other things, failure to take adequate steps to protect their safety or well-being, particularly in the event they become sick after returning to the office.
- *Portfolio companies*. Operational disruptions and increased volatility and disruption in the equity and credit markets caused by the COVID-19 pandemic can adversely affect the portfolio companies in which private markets funds invest and adversely affect the investment performance of our funds and advisory accounts, exposing us to increased reputational risk, potential loss of investors and potential decline in future revenue.

We believe COVID-19's adverse impact on our business, financial condition and results of operations will be significantly driven by a number of factors that we are unable to predict or control, including, for example: the severity and duration of the pandemic, including the availability of a treatment or vaccine for COVID-19; the pandemic's impact on global financial markets and business conditions; the timing, scope and effectiveness of additional governmental responses to the pandemic; the timing and path of economic recovery; and the negative impact on our investors, third-party fund managers, counterparties, investee portfolio companies, vendors and other business partners that may indirectly adversely affect us. In addition, regulatory oversight and enforcement may become more rigorous for public companies in general, and for the financial services industry in particular, as a result of the recent volatility in the financial markets. We activated our Business Continuity Plans in March 2020, which have assured the ability for all aspects of our business to continue operating without interruption.

Increased government regulation, compliance failures and changes in law or regulation could adversely affect us.

Governmental authorities around the world in recent years have called for or implemented financial system and participant regulatory reform in reaction to volatility and disruption in the global financial markets, financial institution failures and financial frauds. Such reform includes, among other things, additional regulation of investment funds, as well as their managers and activities, including compliance and risk management oversight; restrictions on specific types of investments and the provision and use of leverage; implementation of capital requirements; limitations on compensation to managers; and books and records, reporting and disclosure requirements. We cannot predict with certainty the impact on us, our funds or separate accounts, or on private markets funds generally, of any such reforms. Any of these regulatory reform measures could have an adverse effect on our funds' and separate accounts' investment strategies or our business model. We may incur significant expense to comply with such reform measures. Additionally, legislation, including proposed legislation regarding executive compensation and taxation of carried interest, may adversely affect our ability to attract and retain key personnel.

Our advisory and investment management businesses are subject to regulation in the United States, including by the SEC, the Small Business Administration ("SBA"), the Commodity Futures Trading Commission, the Internal Revenue Service (the "IRS") and other regulatory agencies, pursuant to, among other laws, the Investment Advisers Act, the Securities Act, the Small Business Investment Act of 1958, the Internal Revenue Code of 1986, as amended, (the "Code"), the Commodity Exchange Act, and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Any change in such regulation or oversight may have a material adverse impact on our operating results. Our failure to comply with applicable laws or regulations could result in fines, suspensions of personnel or other sanctions, including revocation of our registration as an investment adviser. Even if a sanction imposed against us or our personnel is small in monetary amount, the adverse publicity arising from the

imposition of sanctions against us by regulators could harm our reputation and cause us to lose existing investors or fail to gain new investors. We also may rely on third-party service providers for certain aspects of compliance. Any failure, interruption or deterioration of the services of such third-party service providers could materially adversely affect our ability to provide services to our clients, harm our reputation, business or results of operations or result in regulatory intervention.

As a result of highly publicized financial scandals, investors have exhibited concerns over the integrity of the U.S. financial markets, and the regulatory environment in which we operate is subject to further regulation in addition to those rules already promulgated. For example, there are a significant number of regulations that may affect our business under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act"). The SEC has increased its regulation of the asset management and private equity industries in recent years, focusing on the private equity industry's fees, allocation of expenses to funds, valuation practices, allocation of fund investment opportunities, marketing and advertising, disclosures to fund investors, the allocation of broken-deal expenses and general conflicts of interest disclosures. The SEC has also heightened its focus on the valuation processes employed by investment advisers. The lack of readily ascertainable market prices for many of the investments made by our funds or separate accounts or the funds in which we invest could subject our valuation policies and processes to increased scrutiny by the SEC. We may be adversely affected because of new or revised legislation or regulations imposed by the SEC, other U.S. or foreign governmental regulatory authorities or self-regulatory organizations that supervise the financial markets. The exit of the United Kingdom from the European Union ("EU") may subject us to new and increased regulations if we can no longer rely on "passporting" privileges that allow U.K. financial institutions to access the EU single market without restrictions. We also may be adversely affected by changes in the interpretation or enforcement of existing laws and rules by these governmental authorities and self-regulatory organizations.

To the extent that one or more Advisers is a "fiduciary" under ERISA, with respect to benefit plan investors, it is subject to ERISA, and to regulations promulgated thereunder. ERISA and applicable provisions of the Code impose certain duties on persons who are fiduciaries under ERISA, prohibit certain transactions involving ERISA plan investors and provide monetary penalties for violations of these prohibitions. Our failure to comply with these requirements could have a material adverse effect on our business. In addition, a court could find that one of our co-investment funds has formed a partnership-in-fact conducting a trade or business and would therefore be jointly and severally liable for the portfolio company's unfunded pension liabilities.

Certain subsidiaries of P10 Holdings are registered as an investment adviser with the SEC and are subject to the requirements and regulations of the Investment Advisers Act. Such requirements relate to, among other things, restrictions on entering transactions with investors, maintaining an effective compliance program, incentive fees, solicitation arrangements, allocation of investments, recordkeeping and reporting requirements, disclosure requirements, limitations on agency cross and principal transactions between an adviser and their advisory investors, as well as general anti-fraud prohibitions. As a registered investment adviser, each Adviser has fiduciary duties to its investors. A failure to comply with the obligations imposed by the Advisers Act, including recordkeeping, advertising and operating requirements, disclosure obligations and prohibitions on fraudulent activities, could result in investigations, sanctions and reputational damage, and could materially and adversely affect our business, financial condition and results of operations. Several of the Advisers provide investment advisory and other services to funds which operate as SBICs and are licensed by the SBA. SBICs supply small businesses with financing in both the equity and debt arenas. There are various requirements that apply to SBICs under SBA rules and regulations. These rules and regulations are sometimes highly complex. The SBA is authorized to institute proceedings and impose sanctions for violations of rules and regulations applicable to SBICs, including forcing the liquidation of an SBIC. The failure of an Adviser to comply with the requirements of the SBA could have a material adverse effect on us.

Our separate accounts and funds are not registered under the Investment Company Act because we generally only form separate accounts for, and offer interests in our funds to, persons who we reasonably believe to be "qualified purchasers" as defined in the Investment Company Act. In addition, certain funds are not registered

under the Investment Company Act because we limit such funds to 100 or fewer "accredited investors" as defined in the Investment Company Act.

We are subject to stringent privacy laws, information security laws, regulations, policies and contractual obligations related to data privacy and security and changes in such laws, regulations, policies and contractual obligations could adversely affect our business.

We are subject to data privacy and protection laws and regulations that apply to the collection, transmission, storage and use of personally identifying information, which among other things, impose certain requirements relating to the privacy, security and transmission of personal information. The legislative and regulatory landscape for privacy and data protection continues to evolve in jurisdictions worldwide, and there has been an increasing focus on privacy and data protection issues with the potential to affect our business. Failure to comply with any of these laws and regulations could result in enforcement action against us, including fines, imprisonment of company officials and public censure, claims for damages by affected individuals, damage to our reputation and loss of goodwill, any of which could materially and adversely affect our business, financial condition and results of operations.

There are numerous U.S. federal and state laws and regulations relating to privacy and security of personal information. For example, the State of California enacted the California Consumer Privacy Act of 2018 ("CCPA"), which went into effect on January 1, 2020 and requires companies that process information on California residents to make new disclosures to consumers about their data collection, use and sharing practices, allow consumers to opt out of certain data sharing with third parties and provide a new cause of action for data breaches. Additionally, California voters approved a new privacy law, the California Privacy Rights Act ("CPRA"), in the November 3, 2020 election. Effective starting on January 1, 2023, the CPRA will significantly modify the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also creates a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. New legislation proposed or enacted in various other states will continue to shape the data privacy environment nationally. Certain state laws may be more stringent or broader in scope, or offer greater individual rights, with respect to confidential, sensitive and personal information than federal, international or other state laws, and such laws may differ from each other, which may complicate compliance efforts.

In addition, all 50 U.S. states and the District of Columbia have enacted breach notification laws that may require us to notify investors, employees or regulators in the event of unauthorized access to or disclosure of personal or confidential information experienced by us or our service providers. These laws are not consistent, and compliance in the event of a widespread data breach is difficult and may be costly. Moreover, states have been frequently amending existing laws, requiring attention to changing regulatory requirements. We also may be contractually required to notify investors or other counterparties of a security breach. Although we may have contractual protections with our service providers, any actual or perceived security breach could harm our reputation and brand, expose us to potential liability or require us to expend significant resources on data security and in responding to any such actual or perceived breach. Any contractual protections we may have from our service providers may not be sufficient to adequately protect us from any such liabilities and losses, and we may be unable to enforce any such contractual protections. In addition to government regulation, privacy advocates and industry groups have and may in the future propose self-regulatory standards from time to time. These and other industry standards may legally or contractually apply to us, or we may elect to comply with such standards.

At the federal level, the United States Congress is also considering various proposals for data privacy and security legislation. We are subject to the rules and regulations promulgated under the authority of the Federal Trade Commission, which regulates unfair or deceptive acts or practices, including with respect to data privacy and security. Additionally, the Gramm-Leach-Bliley Act of 1999 (along with its implementing regulations) restricts certain collection, processing, storage, use and disclosure of personal information, requires notice to individuals of privacy practices and provides individuals with certain rights to prevent the use and disclosure of

certain nonpublic or otherwise legally protected information. These rules also impose requirements for the safeguarding and proper destruction of personal information through the issuance of data security standards or guidelines.

Internationally, many jurisdictions have established their own data security and privacy legal frameworks with which we may need to comply, including, but not limited to, the EU. The EU has adopted the General Data Protection Regulation ("GDPR"), which went into effect in May 2018 and contains numerous requirements and changes from previously existing EU law, including more robust obligations on data processors and heavier documentation requirements for data protection compliance programs by companies. The GDPR requires data controllers to implement more stringent operational requirements for processors and controllers of personal data, including, for example, transparent and expanded disclosure to data subjects (in a concise, intelligible and easily accessible form) about how their personal information is to be used, imposes limitations on retention of information, introduces mandatory data breach notification requirements, and sets higher standards for data controllers to demonstrate that they have obtained valid consent for certain data processing activities. The GDPR imposes strict rules on the transfer of personal data to countries outside the EU, including the United States. For example, in 2016, the EU and United States agreed to a transfer framework for data transferred from the EU to the United States, called the Privacy Shield, but the Privacy Shield was invalidated in July 2020 by the Court of Justice of the EU. The standard contractual clauses issued by the European Commission for the transfer of personal data may be similarly invalidated by the Court of Justice of the EU. It remains to be seen whether these standard contractual clauses will remain available and whether additional means for lawful data transfers will become available. Fines for noncompliance with the GDPR are significant-the greater of €20 million or 4% of global turnover. The GDPR provides that EU member states may introduce further conditions, including limitations, to make their own further laws and regulations limiting the processing of 'special categories of personal data,' including personal data related to health, biometric data used for unique identification purposes and genetic information, as well as personal data related to criminal offences or convictions, which could limit our ability to collect, use and share European data, or could cause our compliance costs to increase, ultimately having an adverse impact on our business, and harm our business and financial condition.

Further, the United Kingdom's vote in favor of exiting the EU, often referred to as Brexit, and ongoing developments in the United Kingdom have created uncertainty regarding data protection regulation in the United Kingdom. As of January 1, 2021, and the expiry of transitional arrangements agreed to between the United Kingdom and EU, data processing in the United Kingdom is governed by a United Kingdom version of the GDPR (combining the GDPR and the Data Protection Act 2018), exposing us to two parallel regimes, each of which potentially authorizes similar fines and other potentially divergent enforcement actions for certain violations. Pursuant to the Trade and Cooperation Agreement, which went into effect on January 1, 2021, the United Kingdom and EU agreed to a specified period during which the United Kingdom will be treated like an EU member state in relation to transfers of personal data to the United Kingdom for four months from January 1, 2021. This period may be extended by two further months. Unless the European Commission makes an 'adequacy finding' in respect of the United Kingdom before the expiration of such specified period, the United Kingdom will become an 'inadequate third country' under the GDPR and transfers of data from the European Economic Area ("EEA") to the United Kingdom will require an 'transfer mechanism,' such as the standard contractual clauses. Furthermore, following the expiration of the specified period, there will be increasing scope for divergence in application, interpretation and enforcement of the data protection law as between the United Kingdom and EEA. Other countries have also passed or are considering passing laws requiring local data residency or restricting the international transfer of data.

In addition to the foregoing, a breach of privacy laws or data security laws, particularly those resulting in a significant security incident or breach involving the misappropriation, loss or other unauthorized use or disclosure of sensitive or confidential investor or employee information, could have a material adverse effect on our business, reputation and financial condition. As a data controller, we are accountable for any third-party service providers we engage to process personal data on our behalf. We attempt to mitigate the associated risks by performing security assessments and due diligence of our vendors and taking appropriate steps to require all

such third-party providers with data access to sign agreements that accord with the requirements of the GDPR, and obligating such providers to only process data according to our instructions and to take sufficient security measures to protect such data. There is no assurance that these contractual measures and our own privacy and security-related safeguards will protect us from all risks associated with the third-party processing, storage and transmission of such information.

It is possible that the data privacy laws to which we are subject may be interpreted and applied in a manner that is inconsistent with our practices and our efforts to comply with the evolving data protection rules may be unsuccessful. If so, this could result in government-imposed fines or orders requiring that we change our practices, which could adversely affect our business. We must devote significant resources to understanding and complying with this changing landscape. Failure to comply with federal, state and international laws regarding privacy and security of personal information could expose us to penalties under such laws. Any such failure by us or our third-party processors to comply with data protection and privacy laws could result in significant government-imposed fines or orders requiring that we change our practices, claims for damages or other liabilities, regulatory investigations and enforcement action, litigation and significant costs for remediation, any of which could adversely affect our business. Even if we are not determined to have violated these laws, government investigations into these issues typically require the expenditure of significant resources and generate negative publicity, which may materially and adversely affect our business, financial condition and results of operations.

Evolving laws and government regulations could adversely affect us.

Governmental regulation of the global financial markets and financial institutions is intense and is continually evolving. This includes regulation of investment funds, as well as their managers and activities, through the implementation of compliance, risk management and anti-money laundering procedures; restrictions on specific types of investments and the provision and use of leverage; capital requirements; limitations on compensation to fund managers; and books and records, reporting and disclosure requirements. The effects on us, our funds, or on private markets funds generally, of future regulation, or of changes in the interpretation and enforcement of existing regulation, could have an adverse effect on our funds' investment strategies or our business model. Policy changes and regulatory reform by the U.S. federal government may create regulatory uncertainty for our funds' portfolio companies and our investment strategies and adversely affect the profitability of our funds' portfolio companies.

Ongoing political developments could adversely impact our investment management and investment advisory businesses. The financial services industry is currently experiencing an uncertain political and regulatory environment. The U.S. federal government has recently been pursuing deregulatory measures, including changes to the Volcker Rule, the U.S. Risk Retention Rules, capital and liquidity requirements, the Financial Stability Oversight Council's authority and other aspects of the Dodd-Frank Act. Various proposals focused on deregulation of the U.S. financial services industry may have the effect of increasing competition for our businesses. For example, increased competition from banks and other financial institutions in the credit markets could have the effect of reducing credit spreads, which may adversely affect the revenues we receive from our credit and other funds whose strategies include the provision of credit to borrowers. On the other hand, it is also possible that the financial services industry may face an increasingly difficult political and regulatory environment, especially with the change in administration. U.S. politicians have expressed support for policies that call for greater regulatory oversight of the financial services industry, including the private equity industry. If these proposals were to become policy such developments could potentially have a material adverse effect on our business and the business of the funds in which our funds and our other investors invest.

Governmental policy changes and regulatory or tax reform could also have a material effect on our funds. For example, regulatory or tax reform in jurisdictions where we may be conducting business and jurisdictions in which our investors in our funds are located may increase administrative costs, increase taxes borne by our funds or our investors, or otherwise adversely affect our funds or our ability to successfully fundraise on behalf of our

funds. A prolonged environment of regulatory uncertainty may make the identification of attractive investment opportunities and the deployment of capital more challenging. In addition, our ability to identify business and other risks associated with new investments depends in part on our ability to anticipate and accurately assess regulatory and other changes that may have a material effect on the businesses in which we choose to invest. The failure to accurately predict the possible outcome of policy changes and regulatory reform could have a material adverse effect on the returns generated from our funds' investments and our revenues.

In recent years, the United States has imposed tariffs on various products imported into the United States. These tariffs have resulted in, and may continue to trigger, retaliatory actions by affected countries, including the imposition of tariffs on the United States by other countries. Certain foreign governments have instituted or are considering imposing trade sanctions on certain U.S. goods and denying U.S. companies access to critical raw materials. Governmental actions related to the imposition of tariffs or other trade barriers or changes to international trade agreements or policies, could increase costs, decrease margins, reduce the competitiveness of products and services offered by current and future portfolio companies and adversely affect the revenues and profitability of companies whose businesses rely on goods imported from outside of the United States. In addition, if we fail to monitor and adapt to changes in policy and the regulations to which we are or may become subject, we could be subject to enforcement actions, which may materially and adversely affect our businesses, financial condition and results of operations.

The IRS could challenge the amount, timing and/or use of our NOL carryforwards, and new information could also impact the usability of our NOL carryforwards.

The amount of our NOL carryforwards has not been audited or otherwise validated by the IRS. Among other things, the IRS could challenge the amount, the timing and/or our use of our NOLs. Any such challenge, if successful, could significantly limit our ability to utilize a portion or all our NOL carryforwards. In addition, calculating whether an ownership change has occurred within the meaning of Section 382 is subject to inherent uncertainty, both because of the complexity of applying Section 382 and because of limitations on a publicly traded and over-the-counter traded company's knowledge as to the ownership of, and transactions in, its securities. Moreover, this offering and subsequent offerings may result in an ownership change under Section 382, as discussed above, depending on the amount of stock we issue. Therefore, the calculation of the amount of our utilizable NOL carryforwards could be changed as a result of a successful challenge by the IRS or as a result of new information about the ownership of, and transactions in, our securities.

Possible changes in legislation could negatively affect our ability to use the tax benefits associated with our NOL carryforwards.

The rules relating to U.S. federal income taxation are periodically under review by persons involved in the legislative and administrative rulemaking processes, by the IRS and by the U.S. Department of the Treasury, resulting in revisions of regulations and revised interpretations of established concepts as well as statutory changes, including decreases in the tax rate. Future revisions in U.S. federal tax laws and interpretations thereof could adversely impact our ability to use some or all of the tax benefits associated with our NOL carryforwards, even if these carryforwards are not otherwise subject to limitation, as described above, or in addition to such other limitations.

Changes in tax laws may adversely affect us, and the IRS or a court may disagree with tax positions taken by us, which may result in adverse effects on our financial condition or the value of our common stock.

The Tax Cuts and Jobs Act, or the TCJA, enacted on December 22, 2017, significantly affected U.S. tax law, including by changing how the U.S. imposes tax on certain types of income of corporations and by reducing the U.S. federal corporate income tax rate to 21%. It also imposed new limitations on several tax benefits, including deductions for business interest, use of net operating loss carryforwards, taxation of foreign income, and the foreign tax credit, among others.

The CARES Act, enacted on March 27, 2020, in response to the COVID-19 pandemic, further amended the U.S. federal tax code, including in respect of certain changes that were made by the TCJA, generally on a temporary basis. There can be no assurance that future tax law changes will not increase the rate of the corporate income tax significantly, impose new limitations on deductions, credits or other tax benefits, or make other changes that may adversely affect our business, cash flows or financial performance. In addition, the IRS has yet to issue guidance on a few important issues regarding the changes made by the TCJA and the CARES Act. In the absence of such guidance, we will take positions with respect to several unsettled issues. There is no assurance that the IRS or a court will agree with the positions taken by us, in which case tax penalties and interest may be imposed that could adversely affect our business, cash flows or financial performance.

Other future changes in tax laws or regulations, or the interpretation thereof, tax policy initiatives and reforms under consideration and the practices of tax authorities could adversely affect us. Such changes may include (but are not limited to) the tax rate applicable to operating income, investment income, dividends received or (in the specific context of withholding tax) dividends paid, or the taxation of partnerships and other passthrough entities. We are unable to predict what tax reform may be proposed or enacted in the future or what effect such changes would have on our business, but such changes could affect our financial position and overall or effective tax rates in the future, reduce after-tax returns to our stockholders, and increase the complexity, burden and cost of tax compliance. If our effective tax rate increases, our operating results and cash flow could be adversely affected. Our effective income tax rate can vary significantly between periods due to a few complex factors including, but not limited to, projected levels of taxable income, tax audits conducted and settled by tax authorities, and adjustments to income taxes upon finalization of income tax returns.

Federal, state and foreign anti-corruption and sanctions laws create the potential for significant liabilities and penalties and reputational harm.

We are also subject to several laws and regulations governing payments and contributions to political persons or other third parties, including restrictions imposed by the Foreign Corrupt Practices Act (“FCPA”) as well as trade sanctions and export control laws administered by the Office of Foreign Assets Control (“OFAC”), the U.S. Department of Commerce and the U.S. Department of State. The FCPA is intended to prohibit bribery of foreign governments and their officials and political parties and requires public companies in the United States to keep books and records that accurately and fairly reflect those companies’ transactions. OFAC, the U.S. Department of Commerce and the U.S. Department of State administer and enforce various export control laws and regulations, including economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign states, organizations and individuals. These laws and regulations relate to a few aspects of our business, including servicing existing fund investors, finding new fund investors, and sourcing new investments, as well as activities by the portfolio companies in our investment portfolio or other controlled investments.

Similar laws in non-U.S. jurisdictions, such as EU sanctions or the U.K. Bribery Act, as well as other applicable anti-bribery, anti-corruption, anti-money laundering, or sanction or other export control laws in the U.S. and abroad, may also impose stricter or more onerous requirements than the FCPA, OFAC, the U.S. Department of Commerce and the U.S. Department of State, and implementing them may disrupt our business or cause us to incur significantly more costs to comply with those laws. Different laws may also contain conflicting provisions, making compliance with all laws more difficult. If we fail to comply with these laws and regulations, we could be exposed to claims for damages, civil or criminal financial penalties, reputational harm, incarceration of our employees, restrictions on our operations and other liabilities, which could negatively affect our business, operating results and financial condition. In addition, we may be subject to successor liability for FCPA violations or other acts of bribery, or violations of applicable sanctions or other export control laws committed by companies in which we or our funds invest or which we or our funds acquire. While we have developed and implemented policies and procedures designed to ensure strict compliance by us and our personnel with the FCPA and other anti-corruption, sanctions and export control laws in jurisdictions in which we operate, such policies and procedures may not be effective in all instances to prevent violations. Any determination that we have violated the FCPA or other applicable anti-corruption, sanctions or export control laws could subject us to,

among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and a general loss of investor confidence, any one of which could adversely affect our business prospects, financial condition, results of operations or the market value of our Class A common stock.

Regulation of investment advisors outside the United States could adversely affect our ability to operate our business.

While the majority of our capital deployment is in the United States, we provide investment advisory and other services and raise funds in a number of countries and jurisdictions outside the United States. In many of these countries and jurisdictions, which include the European Union and the Cayman Islands, we and our operations, and in some cases our personnel, are subject to regulatory oversight and requirements. In general, these requirements relate to registration, licenses for our personnel, periodic inspections, the provision and filing of periodic reports, and obtaining certifications and other approvals. Across the EU, we are subject to the European Union Alternative Investment Fund Managers Directive ("AIFMD"), under which we are subject to regulatory requirements regarding, among other things, registration for marketing activities, the structure of remuneration for certain of our personnel and reporting obligations. Individual member states of the EU have imposed additional requirements that may include internal arrangements with respect to risk management, liquidity risks, asset valuations, and the establishment and security of depository and custodial requirements. Because some EEA countries have not yet incorporated the AIFMD into their agreement with the EU, we may undertake marketing activities and provide services in those EEA countries only in compliance with applicable local laws. Outside the EEA, the regulations to which we are subject primarily to registration and reporting obligations.

It is expected that additional laws and regulations will come into force in the EEA, the EU and other countries in which we operate over the coming years. These laws and regulations may affect our costs and manner of conducting business in one or more markets, the risks of doing business, the assets that we manage or advise, and our ability to raise capital from investors. In addition, the pending exit of the United Kingdom from the EU may have adverse economic, political and regulatory effects on the operation of our business. Any failure by us to comply with either existing or new laws or regulations could have a material adverse effect on our business, financial condition and results of operations.

We are subject to increasing scrutiny from institutional investors with respect to ESG costs of investments made by our funds, which may constrain investment opportunities for our funds and adversely affect our ability to raise capital from such investors.

In recent years, certain institutional investors have placed increasing importance on environmental, social and governance ("ESG") implications of investments made by private equity and other funds to which they commit capital. Certain investors have also demonstrated increased activism with respect to existing investments, including by urging asset managers to take certain actions that could adversely affect the value of an investment, or refrain from taking certain actions that could improve the value of an investment. At times, investors have conditioned future capital commitments on the taking or refraining from taking of such actions. Investors' increased focus and activism related to ESG and similar matters may constrain our investment opportunities. In addition, institutional investors may decide to not commit capital to future fundraises as a result of their assessment of our approach to and consideration of the ESG cost of investments made by us. To the extent our access to capital from such investors is impaired, we may not be able to maintain or increase the size of our funds or raise sufficient capital for new funds, which may adversely affect our revenues.

Volatile market, political and economic conditions can adversely affect investments made by our specialized investment vehicles and advisory accounts.

Since 2008, there has been continued volatility and disruption in the global financial markets. Volatility and disruption in the equity and credit markets could adversely affect the portfolio companies in which the private

markets funds invest, which, in turn, would adversely affect the performance of our specialized investment vehicles and advisory accounts. For example, the lack of available credit or the increased cost of credit may materially and adversely affect the performance of funds that rely heavily on leverage such as leveraged buyout funds. Disruptions in the debt and equity markets may make it more difficult for funds to exit and realize value from their investments, because potential buyers of portfolio companies may not be able to finance acquisitions and the equity markets may become unfavorable for initial public offerings. In addition, the volatility will directly affect the market prices of securities issued by many companies for reasons unrelated to their operating performance and may adversely affect the valuation of the investments of our specialized investment vehicles and advisory accounts. Any or all of these factors may result in lower investment returns. Governmental authorities have undertaken, and may continue to undertake, a variety of initiatives designed to strengthen and stabilize the economy and the financial markets. However, there can be no assurance that these initiatives will be successful, and there is no way to predict the ultimate impact of the disruption or the effect that these initiatives will have on the performance of our specialized investment vehicles or advisory accounts.

Investments in many industries have experienced significant volatility over the last several years. The ability to realize investments depends not only on our investments and the investments made by the private markets funds and portfolio companies in which we invest and their respective results and prospects, but also on political and economic conditions, which are out of our control. Continued volatility in political or economic conditions, including an outbreak or escalation of major hostilities, declarations of war, terrorist actions or other substantial national or international calamities or emergencies, could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Organizational Structure

A change of control of our company, including the occurrence of a "Sunset," could result in an assignment of our investment advisory agreements.

Under the Investment Advisers Act, each of the investment advisory agreements for the funds and other accounts we manage must provide that it may not be assigned without the consent of the particular fund or other investor. An assignment may occur under the Investment Advisers Act if, among other things, an Adviser undergoes a change of control. After a "Sunset" becomes effective (as described in "Organizational Structure—Voting Rights of Class A and Class B Common Stock"), the Class B common stock will convert into Class A common stock that is one vote per share instead of ten votes per share, and the Stockholders Agreement will expire, meaning that the Class B Holders party thereto will no longer control the appointment of directors or be able to direct the vote on all matters that are submitted to our stockholders for a vote. These events could be deemed a change of control of an Adviser, and thus an assignment. If such a deemed assignment occurs, we cannot be certain that each Adviser will be able to obtain the necessary consents from its funds and other investors, which could cause us to lose the management fees and advisory fees we earn from such funds and other investors.

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

An issuer will generally be deemed to be an "investment company" for purposes of the Investment Company Act if:

- it is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities; or
- absent an applicable exemption, it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis.

We believe that we are engaged primarily in the business of providing alternative asset management investment services and not in the business of investing, reinvesting or trading in securities. We also believe that the primary source of income from each of our businesses is properly characterized as income earned in exchange for the provision of services. We hold ourselves out as an alternative asset management investment firm and do not propose to engage primarily in the business of investing, reinvesting or trading in securities. Accordingly, we do not believe that either P10 Holdings or any subsidiary is, or following this offering will be, an "orthodox" investment company as defined in section 3(a)(1)(A) of the Investment Company Act and described in the first bullet point above. Further, following this offering, P10 Holdings will not have significant assets other than its equity interests in certain wholly owned subsidiaries and voting interests of certain general partner entities for our sponsored funds. The general partner entities hold no underlying assets other than being parties to the investment management agreements with our Advisors for their respective funds and serve to allocate carried interest to employees of the Advisors. We do not believe the equity interests of P10 Holdings in its wholly owned subsidiaries or the voting interests in the general partners of these subsidiaries are investment securities. As a result, we believe that less than 40% of P10, Inc.'s total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis after this offering will comprise assets that could be considered investment securities. Accordingly, we do not believe P10, Inc. is, or following this offering will be, an inadvertent investment company by virtue of the 40% test in section 3(a)(1)(C) of the Investment Company Act as described in the second bullet point above. In addition, we believe P10, Inc. is not an investment company under section 3(b)(1) of the Investment Company Act because it is primarily engaged in a non-investment company business.

The Investment Company Act and the rules thereunder contain detailed parameters for the organization and operations of investment companies. Among other things, the Investment Company Act and the rules thereunder limit or prohibit transactions with affiliates, impose limitations on the issuance of debt and equity securities, prohibit the issuance of stock options, and impose certain governance requirements. We intend to conduct our operations so that P10, Inc. will not be deemed to be an investment company under the Investment Company Act. However, if anything were to happen that would cause P10, Inc. to be deemed to be an investment company under the Investment Company Act, requirements imposed by the Investment Company Act, including limitations on our capital structure, ability to transact business with affiliates (including us) and ability to compensate key employees, could make it impractical for us to continue our business as currently conducted, impair the agreements and arrangements between and among the Advisors, the general partners, the funds, us or our senior leadership team, or any combination thereof and materially and adversely affect our business, financial condition and results of operations.

The historical and pro forma financial information in this prospectus may not permit you to assess our future performance, including our costs of operations.

The historical financial information in this prospectus does not reflect the added costs we expect to incur as a public company or the resulting changes that will occur in our capital structure and operations. In preparing our pro forma financial information, we have given effect to, among other items, the Reorganization described in "Historical Ownership Structure, the Reorganization and Recent Transactions" and a deduction and charge to earnings of estimated taxes based on an estimated tax rate (which may be different from our actual tax rate in the future). The estimates we used in our pro forma financial information may not be similar to our actual experience as a public company. For more information on our historical financial information and pro forma financial information, see "Unaudited Pro Forma Condensed Consolidated and Combined Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical consolidated financial statements included elsewhere in this prospectus.

The protective provision contained in our Amended and Restated Certificate of Incorporation, which is intended to help preserve the value of certain income tax assets, primarily tax net operating loss carryforwards, may have unintended negative effects. We also have a shareholder rights plan to provide similar protection.

Pursuant to Code Sections 382 and 383, use of our NOLs may be limited by an "ownership change" as defined under Section 382 of the Code, and the Treasury Regulations thereunder. In order to protect the Company's significant NOLs, we included a provision to protect our NOLs in our amended and restated certificate of incorporation (the "Protective Provision").

The Protective Provision is designed to assist the Company in protecting the long-term value of its accumulated NOLs by limiting certain transfers of the Company's common stock. The Protective Provision's transfer restrictions generally restrict any direct or indirect transfers of the common stock if the effect would be to increase the direct or indirect ownership of the common stock by any person from less than 4.99% to 4.99% or more of the common stock, or increase the percentage of the common stock owned directly or indirectly by a person owning or deemed to own 4.99% or more of the common stock (with percentage ownership determined under applicable U.S. federal income tax rules). Any direct or indirect transfer attempted in violation of the Protective Provision will be void as of the date of the prohibited transfer as to the purported transferee.

The Protective Provision also requires any person attempting to become a holder of 4.99% or more of our common stock to seek the approval of our Board. We also have a shareholder rights plan that prohibits anyone becoming a holder of 4.99% or more of our common stock (as determined for tax purposes) without prior board of directors' approval.

The Protective Provision and shareholder rights plan may have an unintended "anti-takeover" effect because our Board may be able to prevent any future takeover. Similarly, any limits on the amount of stock that a shareholder may own could have the effect of making it more difficult for shareholders to replace current management. Additionally, because the Protective Provision may have the effect of restricting a shareholder's ability to dispose of or acquire our common stock, the liquidity and market value of our common stock might suffer.

Our amended and restated certificate of incorporation will designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, and the federal district courts as the exclusive forum for Securities Act claims, which could limit our stockholders' ability to obtain what such stockholders believe to be a favorable judicial forum for disputes with us or our directors, officers, other employees, or agents.

Our amended and restated certificate of incorporation will provide that, unless we, in writing, select or consent to the selection of an alternative forum, all complaints asserting any internal corporate claims (defined as claims, including claims in the right of our company: (i) that are based upon a violation of a duty by a current or former director, officer, employee, or stockholder in such capacity; or (ii) as to which the DGCL confers jurisdiction upon the Court of Chancery), to the fullest extent permitted by law, and subject to applicable jurisdictional requirements, shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, subject matter jurisdiction, another state court or a federal court located within the State of Delaware). Further, unless we select or consent to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.
Our choice-of-forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act, and investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Any person or entity purchasing or otherwise acquiring or holding any interest in our common stock shall be deemed to have notice of and to have consented to the forum selection provisions described in our certificate of incorporation. These choice-of-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and such persons. It is

possible that a court may find these provisions of our certificate of incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, in which case we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially adversely affect our business, financial condition, or results of operations and result in a diversion of the time and resources of our management and board of directors.

General Risk Factors

Our management has historically operated our business as a privately owned company.

Our management team has historically operated our business as a privately owned company. Compliance with public company requirements will place significant additional demands on our management and will require us to enhance our public investor relations, legal, financial and tax reporting, internal audit, compliance with the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and corporate communications functions. These additional efforts may strain our resources and divert management's attention from other business concerns, which could adversely affect our business and profitability.

Fulfilling our public company financial reporting and other regulatory obligations will be expensive and time consuming.

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. For example, we will be subject to the reporting requirements of the Exchange Act and will be required to comply with the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Act, as well as rules and regulations subsequently implemented by the SEC and the NYSE, including the establishment and maintenance of effective disclosure controls and internal controls over financial reporting and implementation of public company corporate governance practices. We expect that compliance with these requirements will increase our legal and financial compliance costs and will make some activities more time consuming and costly. The Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results. We may need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge. We cannot predict or estimate the amount of additional costs we may incur as a result of becoming a public company or the timing of such costs.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and as a result, their application in practice may evolve over time as regulatory and governing bodies provide new guidance. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We will continue to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us, and our business, financial condition and results of operations could be materially and adversely affected.

As a result of disclosure of information as a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by competitors and other third parties. If the claims are successful, our business, financial condition and results of operations could be materially and adversely affected. Even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business operations and financial results. These factors could also make it more difficult for us to attract and retain qualified colleagues, executive officers and members of our board of directors.

We also expect that operating as a public company will make it more difficult and more expensive for us to obtain director and officer liability insurance on desired terms. As a result, it may be more difficult for us to attract and retain qualified people to serve on our board of directors or our board committees or to serve as executive officers.

Our internal controls over financial reporting do not currently meet all of the standards contemplated by Section 404 of the Sarbanes-Oxley Act ("Section 404") that we will eventually be required to meet as a public company. We are in the process of addressing our internal controls over financial reporting and are establishing formal committees to oversee our policies and processes related to financial reporting and to the identification of key financial reporting risks, assessment of their potential impact and linkage of those risks to specific areas and activities within our organization.

While we do not believe we have any material weaknesses in our internal controls, we do not currently have comprehensive documentation of our system of controls, nor do we yet fully document or test our compliance with this system on a periodic basis in accordance with Section 404. Furthermore, we have not yet fully tested our internal controls in accordance with Section 404 and, due to our lack of documentation, such a test would not be possible to perform at this time. As a result, we cannot conclude in accordance with Section 404 that we do not have a material weakness, or possibly a combination of significant deficiencies that could aggregate to the level of a material weakness in our internal controls in accordance with such rules.

Section 404 defines the requirements for attestation of internal controls over financial reporting. Section 404(a) requires management to provide an annual attestation of the adequacy of design and operating effectiveness of internal control over financial reporting. Section 404(b) adds the requirement to obtain an opinion over the design and effectiveness of controls from a company's independent registered public accounting firm. Emerging growth companies are exempt from this requirement for a period of five years, or until it no longer qualifies as an emerging growth company, whichever occurs first. We will begin the process of documenting and testing our internal control procedures to satisfy the requirements of Section 404(a), which requires annual management assessments of the effectiveness of our internal control over financial reporting. As a public company, we will be required to complete our initial assessment in a timely manner. Matters impacting our internal controls may cause us to be unable to report our financial information on a timely basis and thereby subject us to adverse regulatory consequences, including sanctions by the SEC or violations of the NYSE listing rules. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in the reliability of our financial statements is also likely to suffer if and in the event that we are subject to 404(b) our independent registered public accounting firm reports a material weakness or significant deficiency is identified in our internal control over financial reporting. This could materially and adversely affect us and lead to a decline in the price of our Class A common stock. In addition, we will incur incremental costs in order to improve our internal control over financial reporting and comply with Section 404, including increased auditing and legal fees and costs associated with hiring additional accounting, operational and administrative staff. We may need to hire additional personnel to design and apply controls to areas of significant complex transactions and technical accounting matters once we are a public company.

As an emerging growth company, our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal controls over financial reporting pursuant to Section 404(b) until the later of either the year following our first annual report required to be filed with the SEC or the date we are no longer an emerging growth company. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating.

There may not be an active trading market for shares of our Class A common stock, which may cause our Class A common stock to trade at a discount from its initial offering price and make it difficult to sell the shares you purchase.

Prior to this offering, P10's common stock was traded on the OTC Pink Open Market. There has been no public trading market for shares of our Class A common stock. It is possible that, after this offering, an active trading market will not develop or continue, which would make it difficult for you to sell your shares of Class A common stock at an attractive price or at all. The initial public offering price per share of our Class A common stock will be determined by agreement among us and the representatives of the underwriters and may not be indicative of the price at which the shares of our Class A common stock will trade in the public market after this offering.

The disparity in the voting rights among the classes of our common stock and inability of the holders of our Class A common stock to influence decisions submitted to a vote of our stockholders may have an adverse effect on the price of our Class A common stock.

Holders of our Class A common stock and Class B common stock will vote together as a single class on almost all matters submitted to a vote of our stockholders. Shares of our Class A common stock and Class B common stock entitle the respective holders to identical non-economic rights, except that each share of our Class A common stock will entitle its holder to one vote on all matters to be voted on by stockholders generally, while each share of our Class B common stock will entitle its holder to ten votes until a Sunset becomes effective. See "Organizational Structure—Voting Rights of the Class A and Class B Common Stock." After a Sunset becomes effective, each share of our Class B common stock will convert into Class A common stock. The Class B Holders will initially have % of the combined voting power of our common stock (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full). Because this concentrated control could discourage others from initiating any potential merger, takeover or other change of control transaction that may otherwise be beneficial to our businesses, the market price of our Class A common stock could be adversely affected. The difference in voting rights could adversely affect the value of our Class A common stock to the extent that investors view, or any potential future purchaser of our company views, the superior voting rights and implicit control of the Class B common stock to have value.

Our dual class structure may depress the trading price of our Class A common stock.

Our dual class structure may result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. For example, certain index providers have announced restrictions on including companies with dual or multiple class share structures in certain of their indexes. S&P Dow Jones and FTSE Russell have announced changes to their eligibility criteria for inclusion of shares of public companies on certain indices, including the S&P 500. These changes exclude companies with multiple classes of shares of common stock from being added to these indices. In addition, several stockholder advisory firms have announced their opposition to the use of dual or multiple class structures. As a result, the dual class structure of our common stock may prevent the inclusion of our Class A common stock in these indices and may cause stockholder advisory firms to publish negative commentary about our corporate governance practices or otherwise seek to cause us to change our capital structure. Any such exclusion from indices could result in a less active trading market for our Class A common stock. Any actions or publications by stockholder advisory firms critical of our corporate governance practices or capital structure could also adversely affect the value of our Class A common stock.

We are an emerging growth company, and reduced reporting and disclosure requirements applicable to emerging growth companies could make our Class A common stock less attractive to investors.

We are an emerging growth company and, for as long as we continue to be an emerging growth company, we may choose to continue to take advantage of exemptions from various reporting requirements applicable to other

public companies but not to "emerging growth companies," including, but not limited to, not being required to have our independent registered public accounting firm audit our internal control over financial reporting under Section 404, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company for up to five years following the completion of this offering. We will cease to be an emerging growth company upon the earliest of: (i) the end of the fiscal year following the fifth anniversary of this offering, (ii) the first fiscal year after our annual gross revenues are $1.07 billion or more, (iii) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt securities or (iv) the end of any fiscal year in which the market value of our Class A common stock held by non-affiliates exceeded $700 million as of the end of the second quarter of that fiscal year. We cannot predict if investors will find our Class A common stock less attractive if we choose to rely on these exemptions. If some investors find our Class A common stock less attractive as a result of any choices to reduce future disclosure, there may be a less active trading market for our Class A common stock, and the price of our Class A common stock may be more volatile.

Our share price may decline due to the large number of shares eligible for future sale and for exchange.

The market price of our Class A common stock could decline as a result of sales of a large number of shares of Class A common stock in the market after this offering or the perception that such sales could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. After the consummation of this offering, we will have outstanding shares of Class A common stock and shares of Class B common stock, which are convertible into Class A common stock at the election of the holder and upon most transfers. See "Description of Capital Stock—Common Stock."

We, our directors and officers, and certain of our existing stockholders representing in the aggregate approximately % of our total outstanding common stock have agreed with the underwriters not to dispose of or hedge any of our common stock, subject to specified exceptions, during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of Morgan Stanley & Co. LLC. Subject to this agreement, we may issue and sell additional shares of Class A common stock in the future.

We may pay dividends to our stockholders, but our ability to do so is subject to the discretion of our board of directors and may be limited by our holding company structure and applicable provisions of Delaware law.

After the consummation of this offering, we may pay cash dividends to our stockholders. Our board of directors may, in its discretion, decrease the level of dividends or discontinue the payment of dividends entirely. Our ability to declare and pay dividends to our stockholders is subject to Delaware law (which may limit the amount of funds available for dividends). If, as a consequence of these various limitations and restrictions, we are unable to generate sufficient distributions from our business, we may not be able to make, or may be required to reduce or eliminate, the payment of dividends on our Class A common stock.

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

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

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and may negatively affect the market price of our Class A common stock.

Provisions in our amended and restated certificate of incorporation and bylaws may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and bylaws will include provisions that:

- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- establish that our board of directors is divided into three classes, with each class serving three-year staggered terms;
- specify that special meetings of our stockholders can be called only by our board of directors, chief executive officer(s), or the chairman of our board of directors;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- authorize our board of directors to issue, without further action by the stockholders, up to 10,000,000 shares of undesignated preferred stock; and
- reflect two classes of common stock, as discussed above.

These and other provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, we will be a Delaware corporation and governed by the Delaware General Corporation Law (the "DGCL"). Section 203 of the DGCL generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder, in particular those owning 15% or more of our outstanding voting stock, for a period of three years following the date on which the stockholder became an "interested" stockholder. While we have elected in our amended and restated certificate of incorporation not to be subject to Section 203 of the DGCL, our amended and restated certificate of incorporation contains provisions that have the same effect as Section 203 of the DGCL, except that they provide that the Sunset Holders, their affiliates, groups that include the Sunset Holders and certain of their direct and indirect transferees will not be deemed to be "interested stockholders," regardless of the percentage of our voting stock owned by them, and accordingly will not be subject to such restrictions. See "Description of Capital Stock."

You will experience immediate and substantial dilution as a result of this offering and may experience additional dilution in the future.

We expect the initial public offering price of our Class A common stock will be substantially higher than the pro forma net tangible book per share of our Class A common stock. Therefore, investors purchasing shares of Class A common stock in this offering will pay a price per share that substantially exceeds our pro forma net tangible book per share after this offering. As a result, investors will:

- incur immediate dilution of $ per share; and
- contribute the total amount invested to date to fund our company but will own only approximately % of the shares of our Class A common stock outstanding. See "Dilution."

Investors in this offering will experience further dilution upon the issuance of restricted shares of our Class A common stock under any equity incentive plans, including the 2021 Incentive Plan. See "Compensation—Equity Compensation."

If securities analysts do not publish research or reports about our business or if they publish negative evaluations of our Class A common stock, the price of our Class A common stock could decline.

The trading market for our Class A common stock will rely in part on the research and reports that industry or financial analysts publish about us or our business. We do not currently have and may never obtain research coverage by industry or financial analysts. If no or few analysts commence coverage of us, the trading price of our stock would likely decrease. Even if we do obtain analyst coverage, if one or more of the analysts covering our business downgrade their evaluations of our stock, the price of our Class A common stock could decline. If one or more of these analysts cease to cover our Class A common stock, we could lose visibility in the market for our stock, which in turn could cause our Class A common stock price to decline.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements, which reflect our current views with respect to, among other things, future events and financial performance, our operations, strategies and expectations. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “plan” and similar expressions are intended to identify forward-looking statements. Any forward-looking statements contained in this prospectus are based upon our historical performance and on our current plans, estimates and expectations. The inclusion of this or any forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. Such forward-looking statements are subject to various risks, uncertainties and assumptions, including but not limited to global and domestic market and business conditions, our successful execution of business and growth strategies and regulatory factors relevant to our business, as well as assumptions relating to our operations, financial results, financial condition, business prospects, growth strategy and liquidity. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. We believe these factors include, but are not limited to, those described under “Risk Factors.” These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus. We operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, 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 may make. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise.

ORGANIZATIONAL STRUCTURE

On January 20, 2021, we were incorporated as a Delaware corporation and a wholly owned subsidiary of P10, a Delaware corporation. Our business is currently conducted through P10 and its subsidiaries.

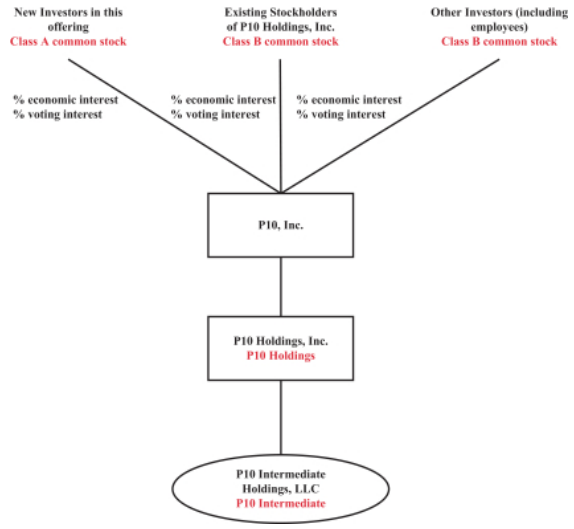
Pursuant to this offering, we will issue shares of our Class A common stock to the purchasers in this offering (or shares if the underwriters exercise their option to purchase additional shares in full) in exchange for net proceeds of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares in full).

Historical Ownership Structure, the Reorganization and Recent Transactions

Prior to the completion of this offering, we completed a Reorganization. The following actions were taken in connection with the Reorganization:

- P10 formed P10, Inc., as a new wholly owned Delaware corporation subsidiary.
- P10, Inc. adopted and filed an amended and restated certificate of incorporation to, among other things, provide for Class A common stock and Class B common stock. See “Description of Capital Stock.”
- P10, Inc. formed a new wholly owned Delaware corporation subsidiary (“Merger Corp Sub”) and a new wholly owned Delaware limited liability company subsidiary (“Merger LLC Sub”).
- Merger Corp Sub merged with and into P10 Holdings, with P10 Holdings surviving, and the P10 Holdings shareholders received Class B common stock in exchange for their currently owned P10 Holdings stock, on a 1-for-1 basis (one share of Class B common stock of P10, Inc. for each share of P10 Holdings stock). P10 Holdings became a wholly owned subsidiary of P10, Inc.
- Merger LLC Sub merged (the “LLC Merger”) with and into P10 Intermediate Holdings LLC (“P10 Intermediate”), a subsidiary of P10 in which P10 owned all of the outstanding common units and in which members of our management, including employees, and other investors, owned preferred units, with P10 Intermediate surviving. The preferred unit holders received Class B common stock of P10, Inc. in exchange for their preferred units, on a 1-for-1 basis (one share of Class B common stock of P10, Inc. for each preferred unit). After P10 contributed its equity in the surviving P10 Intermediate to the surviving P10, P10 Intermediate became a wholly owned subsidiary of the surviving P10.
- We will issue shares of our Class A common stock to the underwriters in this offering.
- We will issue shares of Class A common stock reserved for issuance under our 2021 Stock Incentive Plan (except that an aggregate of shares of Class A common stock intended to be issued to non-management employees immediately after the closing of this offering and shares of Class A common stock replacing outstanding awards are included in the number of shares of Class A common stock outstanding after this offering).

The diagram below illustrates our structure and anticipated ownership immediately after this offering (assuming no exercise of the underwriters' option to purchase additional shares).



Our Class B Common Stock

We have outstanding shares of Class B common stock held of record by stockholders. Each share of our Class B common stock will entitle its holder to ten votes per share until a Sunset becomes effective. After a Sunset becomes effective, each share of Class B common stock will automatically convert into Class A common stock. In addition, each share of Class B common stock will automatically convert into Class A common stock upon any transfer except to certain permitted holders. See "—Voting Rights of Class A and Class B Common Stock."

Because a Sunset may not take place for some time, it is expected that the Class B common stock will continue to entitle its holders to ten votes per share, and the Class B Holders will continue to exercise voting control over the Company, for the near future. The Class B Holders will initially have % of the combined voting power of our common stock (or % if the underwriters exercise their option to purchase additional shares of Class A common stock in full).

Upon any transfer, Class B common stock converts automatically on a one-for-one basis to shares of Class A common stock, except in the case of transfers to certain permitted transferees. In addition, holders of Class B common stock may elect to convert shares of Class B common stock on a one-for-one basis into Class A common stock at any time.

Our current stockholders believe that the contributions of the current ownership group and management team have been critical in P10 Holdings' growth to date. We have a history of employee equity participation and believe that this practice has been instrumental in attracting and retaining a highly experienced team and will

continue to be an important factor in maximizing long-term stockholder value following this offering. We believe that ensuring that our key decision-makers will continue to guide the direction of P10 results in a high degree of alignment with our stockholders, and that issuing to our continuing voting members the Class B common stock with ten votes per share will help maintain this continuity.

Our Class A Common Stock

The shares of our Class A common stock that will be outstanding after this offering (or shares if the underwriters exercise their option to purchase additional shares in full), shares of which will be sold pursuant to this offering, and of which will be issued to our employees under our 2021 Stock Incentive Plan as replacements for existing awards or, for our non-management employees, as an opportunity to participate in equity ownership of us, will have one vote per share and share ratably with our Class B common stock in all distributions.

Stockholders Agreement and Registration Rights

Prior to this offering, P10, Inc. entered into a stockholders agreement (the "Stockholders Agreement") with certain investors, including employees, pursuant to which the investors were granted piggyback and demand registration rights.

Voting Rights of Class A and Class B Common Stock

Except as provided in our amended and restated certificate of incorporation or by applicable law, holders of Class A common stock and Class B common stock vote together as a single class. Each share of our Class A common stock will entitle its holder to one vote per share. Each share of our Class B common stock will entitle its holder to ten votes until a Sunset becomes effective. After a Sunset becomes effective, each share of Class B common stock will automatically convert into Class A common stock. In addition, each share of Class B common stock will automatically convert into Class A common stock upon any transfer except to certain permitted holders.

A "Sunset" is triggered by the earlier of the following: (a) the Sunset Holders cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been converted into Class A Common Stock); (b) the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock; and (c) upon the tenth anniversary of the effective date of the amended and restated certificate of incorporation.

Immediately after this offering, our Class B common stockholders will collectively hold approximately % of the combined voting power of our common stock (or % if the underwriters exercise their option to purchase additional shares in full).

USE OF PROCEEDS

We estimate that the net proceeds from the sale of shares of our Class A common stock by us in this offering, after deducting underwriting discounts and commissions but before expenses, will be approximately $ million, or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full, based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus).

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of one million shares in the number of shares of Class A common stock offered by us would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

We intend to use approximately $ million of the net proceeds from this offering to repay principal and interest under the Facility (or approximately $ million if the underwriters exercise their option to purchase additional shares of Class A common stock in full) and approximately $ million to pay the expenses incurred in connection with this offering and for general corporate purposes. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Historical Liquidity and Capital Resources” for additional discussion of the Facility.

DIVIDEND POLICY

We do not currently pay dividends on our common stock. We currently intend to retain all available funds and any future earnings for the operation and expansion of our business and, therefore, we do not anticipate declaring or paying dividends on our common stock in the foreseeable future. The payment of dividends on our common stock will be at the discretion of our board of directors and will depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our future debt agreements, and other factors that our board of directors may deem relevant.

CAPITALIZATION

The following table sets forth the cash and capitalization as of December 31, 2020 of P10 Holdings on a historical basis and P10, Inc. on an as adjusted basis to give effect to our issuance and sale of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range listed on the cover page of this prospectus, after (i) deducting underwriting discounts and commissions and estimated offering expenses payable by us and (ii) the application of the proceeds from this offering, as described under "Use of Proceeds."

You should read this information together with our audited financial statements and related notes appearing elsewhere in this prospectus and the information set forth under the headings "Unaudited Pro Forma Consolidated Financial Information and Other Data," "Selected Consolidated Financial and Other Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	As of December 31, 2020	
(in thousands, except share amounts)	**Actual P10 Holdings**	**As Adjusted P10, Inc. Pro Forma (unaudited)**
Cash	$	$
Debt:		
Current portion of long-term debt		
Long-term debt, less current portion		
Total debt		
Total Equity:		
Members' equity (deficit)		
Class A common stock (no shares authorized, issued and outstanding, actual; million shares authorized, million shares issued and outstanding, pro forma as adjusted)		
Class B common stock (no shares authorized, issued and outstanding, actual; million shares authorized, million shares issued and outstanding, pro forma as adjusted)		
Preferred stock (no shares authorized, issued and outstanding, actual; million shares authorized, no shares issued and outstanding, pro forma as adjusted)		
Additional paid-in capital		
Accumulated other comprehensive loss		
Accumulated deficit		
Non-controlling interests in P10 Holdings subsidiaries		
Total members'/stockholders' equity (deficit)		
Non-controlling interest		
Total capitalization	$	$

(1)

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range listed on the cover page of this prospectus, would increase (decrease) the as adjusted amount of each of cash, additional paid-in capital, total stockholders' equity and total capitalization by approximately $ million, assuming that the number of shares of Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The table above does not include:

- shares of Class A common stock issuable upon exercise of the underwriters' option to purchase additional shares; or
- shares of Class A common stock issuable upon exercise of options to purchase shares of Class A common stock that will be issued in substitution for certain existing options of P10 Holdings that the Company does not expect to be exercised prior to the closing of this offering, at a weighted-average price of $ per share.

DILUTION

If you invest in our Class A common stock, your interest will be diluted to the extent of the difference between the initial public offering price per share of our Class A common stock and the pro forma net tangible book value per share of our Class A common stock after this offering. Dilution results from the fact that the per share offering price of the Class A common stock is substantially in excess of the book value per share attributable to the existing equity holders.

Our pro forma net tangible book as of December 31, 2020 was approximately $ million, or $ per share of our Class A common stock. Pro forma net tangible book value represents the amount of total tangible assets less total liabilities, and pro forma net tangible book value per share represents pro forma net tangible book value divided by the number of shares of Class A common stock outstanding.

(in thousands)	
Pro forma assets	$
Pro forma liabilities	
Pro forma book value	$
Less:	
Goodwill	
Intangible assets	
Pro forma net tangible book value	$
Less:	
Proceeds from offering net of underwriting discounts	
Offering expenses	
Pro forma net tangible book deficit	$

After giving effect to the sale of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range on the cover of this prospectus) and after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma net tangible book value would have been $ million, or $ per share. This represents an immediate increase in pro forma net tangible book value of $ per share to existing equity holders and an immediate dilution in net tangible book value of $ per share to new investors.

The following table illustrates this dilution on a per share basis assuming the underwriters do not exercise their option to purchase additional shares:

Assumed initial public offering price per share (the midpoint of the price range on the cover of this prospectus)	$
Pro forma net tangible book value per share as of December 31, 2020	$
Increase in pro forma net tangible book value per share attributable to new investors	$
Pro forma net tangible book value per share after this offering(1)	$
Dilution in pro forma net tangible book value per share to new investors(1)	$

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the pro forma net tangible book value per share after this offering by $ and the dilution in pro forma net tangible book value per share to new investors by $, assuming the number of shares of Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us.

The following table summarizes, on the same pro forma basis as of December 31, 2020, the total number of shares of Class A common stock purchased from us, the total cash consideration paid to us and the average price per share paid by the existing equity holders and by new investors purchasing shares in this offering.

	Shares Purchased		Total Consideration(1)		
	Number	Percent	Amount	Percent	Average Price Per Share
Existing Equity Holders		%	$	%	$
New Investors		%		%	
Total		100%	$	100%	$

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the range of the estimated initial public offering price set forth on the cover page of this prospectus, would increase (decrease) total consideration paid by new investors and total consideration paid by all stockholders by $ million, assuming the number of shares of Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same. If the underwriters exercise their option to purchase additional shares of Class A common stock in full, the pro forma as adjusted net tangible book value per share as of December 31, 2020 would be approximately $ per share of Class A common stock and the dilution in pro forma as adjusted net tangible book value per share to new holders of our Class A common stock would be $ per share of Class A common stock.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED FINANCIAL INFORMATION

Introduction

The following unaudited pro forma condensed consolidated and combined financial statements of P10, Inc. and its subsidiaries present the combination of the financial information of (i) P10 Holdings, (ii) Five Points, (iii) TrueBridge, as well as (iv) Enhanced Capital Group, LLC (ECG) and Enhanced Capital Partners, LLC (ECP), adjusted to give effect to the acquisitions of Five Points, TrueBridge and Enhanced as if the acquisitions were completed on January 1, 2019.

The following unaudited pro forma financial information also gives effect to the Reorganization and the initial public offering contemplated in this prospectus ("IPO"), which includes the offering of Class A common shares of P10, Inc. and the conversion of all existing common and preferred shares of P10 Holdings, Inc. and its subsidiaries into Class B common shares of P10, Inc. as further described in "Historical Ownership Structure, the Reorganization and Recent Transactions" and "The Offering" sections of this prospectus. The net proceeds of the IPO are expected to be used for the pay down of existing debt, pay the expenses incurred in connection with the offering and for general corporate purposes.

Description of P10

As described elsewhere in this document, prior to the IPO, there will be certain corporate reorganization activities resulting in P10, Inc., a holding company, being the registrant and reporting entity, with substantially all of its business operations to be conducted and its assets to be held by P10 Holdings, Inc., which will be a wholly owned subsidiary of P10, Inc. Hereafter, P10 Holdings, Inc. and its subsidiaries will be referred to as "P10" or "the Company," and P10, Inc. will refer solely to P10, Inc. and not any of its subsidiaries.

P10 is an alternative asset management investment firm who provides investment management and advisory services to affiliated private equity funds, funds-of-funds, secondary funds, co-investment funds and private credit funds. P10 completed its acquisition of Five Points during the nine-month period ended September 30, 2020 and has completed the acquisitions of TrueBridge, ECG and ECP subsequent to September 30, 2020, as described further below.

Description of Five Points

Five Points is an independent investment manager focused exclusively on the U.S. lower middle market. Five Points manages direct private credit, equity and small market, sector-focused buyout fund-of-funds strategies. On April 1, 2020, P10 completed the acquisition of 100% of the capital stock of Five Points (through its subsidiary, P10 Intermediate) to be the Company's private credit solution. The transaction was accounted for under the acquisition method of accounting pursuant to Accounting Standards Codification Topic 805, Business Combinations ("ASC 805"). Five Points was acquired for total consideration of $66.9 million.

Description of TrueBridge

TrueBridge is an investment advisor who provides investment advisory services to various private venture capital funds. On October 2, 2020, P10 (through P10 Intermediate) completed the acquisition of 100% of the outstanding equity of TrueBridge to be the venture capital solution in the Company's platform. TrueBridge was acquired for total consideration of $189.1 million and was accounted for under the acquisition method of accounting pursuant to ASC 805.

Description of ECG and ECP

ECG is an alternative asset manager and provider of tax credit transaction and consulting services focused on underserved areas and other socially responsible investments such as renewable energy (Impact investing). The alternative asset management business includes providing management, transaction, and consulting services to

various entities which have historically been wholly owned by subsidiaries and affiliates of ECG. ECP's primary business is to participate in various state sponsored premium tax credit investment programs through debt, equity, and equity-related investments.

On December 14, 2020, P10 (through P10 Intermediate) completed the acquisition of 100% of the equity interests in ECG and a non-controlling portion of ECP's outstanding equity, comprised of a 49% voting interest and a 50% economic interest, for total consideration of $111.2 million to be the Impact investing solution in the Company's platform. ECG is a wholly owned subsidiary of P10 and was accounted for as a business combination under ASC 805, while ECP will be reported as an unconsolidated equity method investment of P10 accounted for under ASC 323. Upon the completion of the acquisitions, certain agreements contemplated in the Securities Purchase Agreement became effective immediately upon the closing of the acquisitions. These agreements resulted in significant restructuring activities which materially impacted the pre-acquisition ECG and ECP entities, and are summarized as follows:

- *Reorganization Agreement*: As described in the notes to the ECG financial statements included with this prospectus, prior to and through the date of the acquisition by P10, ECG had certain consolidated subsidiaries and funds whose primary activities consisted of issuing qualified debt or equity instruments to tax credit investors in order to make investments in qualified businesses, which are referred to as the "Permanent Capital Subsidiaries." Pursuant to the Reorganization Agreement, upon the closing of P10's acquisition of ECG, the Permanent Capital Subsidiaries were contributed by ECG to Enhanced Permanent Capital, LLC ("Enhanced PC"), a newly formed entity.

  In exchange for this contribution of the Permanent Capital Subsidiaries, ECG obtained a non-controlling equity interest in Enhanced PC. ECP also contributed certain of its own permanent capital subsidiaries to Enhanced PC in exchange for a controlling equity interest in ECP. The equity interest obtained by ECG and ECP were based on the relative fair value of the assets contributed by each party. The ownership in Enhanced PC was evaluated by management, and it was determined to be a variable interest. However, ECG was concluded to not be the primary beneficiary of Enhanced PC and, accordingly, Enhanced PC is not consolidated by ECG. Rather, the equity ownership in Enhanced PC will be reflected as an equity method investment by ECG.

  As a result of these transactions which occurred contemporaneously with the closing of the acquisition, the allocation of the consideration paid by P10 to the fair value of the assets acquired and liabilities assumed in the acquisition of ECG and ECP does not ascribe any value to the net assets of the Permanent Capital Subsidiaries which were contributed by ECG to Enhanced PC. Instead, the fair value of the resulting equity method investment in Enhanced PC acquired through these transactions was determined.

- *Advisory Agreement:* Upon the closing of P10's acquisition of ECG and ECP, the Advisory Agreement between ECG and Enhanced PC immediately became effective. Under this agreement, ECG will provide advisory services to Enhanced PC related to the assets and operations of the permanent capital subsidiaries owned by Enhanced PC, as contributed by both ECG and ECP. In exchange for those services, ECG will receive advisory fees from Enhanced PC based on a fixed fee schedule under which annual fees decline between $1.0 million and $4.0 million each year, totaling $76.0 million over 7 years. This agreement is subject to customary termination provisions. This Advisory Agreement initially relates to the existing portfolio of the permanent capital subsidiaries at the date of the acquisition but contemplates that advisory services will also be provided for future funds sponsored by Enhanced PC for fixed fees similar to the existing fee structure, but to be finally determined as each future fund, if any, is launched.

- *Administrative Services Agreement:* Upon the closing of P10's acquisition of ECG and ECP, the Administrative Services Agreement between ECG and Enhanced Capital Holdings, Inc. (the entity which holds a controlling equity interest in ECP) immediately became effective. Under this agreement, ECG will pay Enhanced Capital Holdings, Inc. a fee in exchange for the use of their employees to provide services to Enhanced PC at the direction of ECG.

Refer to further discussion below regarding related pro forma adjustments.

Description of the IPO and Reorganization

As described elsewhere in this prospectus, in connection with the IPO, P10, Inc. is offering shares of its Class A common stock. The net proceeds of the offering are expected to be used to pay down the existing indebtedness of P10, pay certain costs incurred in connection with the offering, and general corporate purposes.

Additionally, in connection with the IPO, certain reorganization and restructuring activities are expected to occur. All of the existing equity of P10 and its consolidated subsidiaries, including the convertible preferred units of P10 Intermediate are expected to be converted into Class B common shares of P10, Inc. based on . Further, prior to the IPO, P10 had outstanding equity-based awards comprised of employee and director options to acquire shares of P10 Holdings, Inc. Options which have vested as of the IPO will be converted into fully vested shares of P10, Inc. based on , and unvested options will be converted into options of P10, Inc., which will vest in accordance with the vesting schedule of the awards that existed prior to the IPO.

Basis of Pro Forma Presentation

The following unaudited pro forma condensed consolidated and combined financial information has been prepared in accordance with Article 11 of Regulation S-X and are based on the historical consolidated financial statements of P10, TrueBridge, ECG, and ECP adjusted to reflect the acquisitions of these entities by P10 and the expected effects of the IPO and Reorganization as described above. Transaction details related to the IPO and Reorganization, reclassification adjustments and other pro forma adjustments have been described below and within the notes to the unaudited pro forma condensed consolidated and combined financial statements.

The unaudited pro forma condensed consolidated and combined balance sheet gives effect to the acquisitions of TrueBridge, ECG and ECP as if they were completed on September 30, 2020. P10 acquired 100% of the capital stock of Five Points on April 1, 2020 and, as a result, P10's historical consolidated balance sheet already includes the effect of the acquisition. Therefore, no adjustments were made to the unaudited pro forma condensed consolidated and combined balance sheet as of September 30, 2020 to give effect to the Five Points acquisition. Further, pro forma adjustments were made to give effect of the expected IPO as if it was completed on September 30, 2020.

The unaudited pro forma condensed consolidated and combined statements of operations combine the historical results of operations of these entities for the nine months ended September 30, 2020 and for the fiscal year ended December 31, 2019. Adjustments have been made to incorporate the operating results of Five Points for the pre-acquisition periods of January 1, 2019 through March 31, 2020 in the condensed consolidated and combined statements of operations for the year ended December 31, 2019 and nine-months ended September 30, 2020 and give effect to this transaction as if it had occurred on January 1, 2019. Adjustments have been made to incorporate the operating results of TrueBridge, ECG and ECP for the pre-acquisition periods, which comprise the entirety of the nine month period ended September 30, 2020 and year ended December 31, 2019, as if they had occurred on January 1, 2019. The unaudited pro forma condensed consolidated and combined financial information is for informational purposes only and is not intended to represent or to be indicative of the combined results of operations or financial position that the combined company would have reported had the acquisitions of business by P10 and the expected IPO been completed as of the dates set forth in this unaudited pro forma condensed consolidated and combined financial information.

Considerations Regarding Pro Forma Financial Information

The unaudited pro forma condensed consolidated and combined financial information should be read in conjunction with the accompanying notes to the unaudited pro forma condensed consolidated and combined financial statements. The pro forma financial information has been prepared using, and should be read in conjunction with:

- P10's, Five Points's, TrueBridge's, ECG's and ECP's historical audited financial statements as of and for the years ended December 31, 2019 and 2018;
- Five Points's historical unaudited financial statements as of and for the three month periods ended March 31, 2020 and 2019; and
- P10's, TrueBridge's, ECG's, and ECP's historical unaudited financial statements as of and for the nine month periods ended September 30, 2020 and 2019.

The above historical financial statements are included in this prospectus. They also should be read in conjunction with the risk factors described in the section entitled "Risk Factors" elsewhere in this prospectus.

P10 has not finalized the purchase accounting for the acquisitions of Five Points, TrueBridge, ECG or ECP. As such, the adjustments included in the pro forma financial information is preliminary and subject to change. The final fair value calculations and purchase price allocations may be materially different than that reflected in the pro forma information presented herein. The actual results may differ significantly from those reflected in the unaudited pro forma condensed consolidated and combined financial information for a number of reasons, including, but not limited to, differences between the assumptions used to prepare the unaudited pro forma condensed consolidated and combined financial information and actual results.

The pro forma adjustments reflected include certain adjustments related to the reorganization of ECG and ECP in the formation of Enhanced PC as previously described, and the related agreements which became effective upon the closing of the transaction as described above. Specifically, the estimated effects of the Advisory Agreement and Administrative Services Agreement will be reflected in the pro forma adjustments as such, combined with the restructuring activities, are expected to result in substantially different operating results when compared to the historical ECG and ECP results. As such, these effects are reflected in the pro forma adjustments in accordance with Section 3280 of the Financial Reporting Manual produced by the SEC's Division of Corporation Finance as they are considered to be factually supportable, directly attributable to the acquisitions of ECG and ECP, and are expected to have a continuing impact on the statement of operations.

With the exception of these matters related to reorganizations of ECG and ECP, the unaudited pro forma condensed consolidated and combined financial statements do not reflect the benefits of expected cost savings (or associated costs to achieve such savings), opportunities to earn additional revenue or other factors that may result as a consequence of the merger and, accordingly, do not attempt to predict or suggest future results. The unaudited pro forma condensed consolidated and combined financial statements do not reflect the effect of any regulatory actions that may impact the results of the combined company following the merger.

Additionally, the accompanying pro forma financial information should be read in conjunction with the discussions regarding the proposed IPO, and expected sources and uses of the resulting net proceeds, described throughout this prospectus.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED BALANCE SHEET OF P10, INC. AND ITS SUBSIDIARIES
September 30, 2020
(In thousands)

	(A) P10 Holdings, Inc. Historical	(B) TrueBridge Capital Partners, LLC Historical	(C) Enhanced Capital Group, LLC Historical	(D) Acquisition Transaction Adjustments	(E) IPO and Reorganization Adjustments	(F) Pro Forma Combined Balance Sheet
Assets						
Cash and cash equivalents	$ 16,167	$ 11	$ 5,901	$ (2,272) **(1)**	$	$
Restricted cash	756	—	2,263	(2,009)		
Accounts receivable	471	14	1,818	1,607		
Due from related parties	1,738	55	76	(76)		
Prepaid expenses and other	1,942	60	6,033	(3,678)		
Investments in funds, at fair value	—	1,766	57,644	(59,410) **(2)**		
Investments in subsidiaries	—	—	2,022	136 **(3)**		
Property and equipment, net	39	1,128	—	(67)		
Right-of-use assets	5,172	1,436	—	191 **(4)**		
Overfunded pension plan	—	903	—	(903) **(5)**		
Related party notes receivable	—	—	30,301	(30,301) **(6)**		
Notes receivable	—	—	13,188	(13,188)		
Deferred tax assets	19,417	—	—	—		
Intangibles, net	69,169	—	—	80,420 **(7)**		
Goodwill	146,019	—	11,201	203,784 **(8)**		
Total assets	$ 260,890	$ 5,373	$ 130,447	$ 174,234	$	$
Liabilities and Stockholders' Equity						
Liabilities						
Accounts payable and accrued expenses	$ 11,780	$ 3,748	$ 3,473	$ (575) **(9)**	$	$
Other liabilities	—	—	2,367	(2,079)		
Deferred revenues	8,183	—	14,002	(5,402)		
Lease liabilities	5,968	1,994	—	37 **(4)**		
Due to related parties	—	—	2,679	(620)		
Long-term debt and notes payable, net	134,098	—	120,574	37,282 **(10)**		
Total liabilities	160,029	5,742	143,095	28,643		
Redeemable noncontrolling interest	61,418	—	—	136,254 **(11)**		
Class A ordinary shares subject to possible redemption	—	—	—	—		
Total mezzanine equity	61,418	—	—	136,254		
Stockholders' equity						
Common stock	89	—	—	—		
Treasury stock	(273)	—	—	—		
Additional paid-in capital	324,092	—	—	—		
Members' equity	—	(369)	(12,648)	13,017 **(12)**		
Retained earnings (accumulated deficit)	(284,465)		—	(3,680) **(9)**		
Total stockholders' equity	39,443	(369)	(12,648)	9,337		
Total liabilities and stockholders' equity	$ 260,890	$ 5,373	$ 130,447	$ 174,234	$	$

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED STATEMENT OF OPERATIONS OF P10, INC. AND ITS SUBSIDIARIES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020
(In thousands, except per unit amounts)

	(A) P10 Holdings, Inc. Historical	(B) Five Points Capital, Inc. Historical	(C) TrueBridge Capital Partners, LLC Historical	(D) Enhanced Capital Group, LLC Historical	(E) Acquisition Transaction Adjustments	(F) Management's Adjustments	(G) IPO and Reorganization Adjustments	(H) Pro Forma Combined Statement of Operations
Revenues:								
Management and advisory fees	$ 40,215	$ 4,334	$ 14,637	$ 10,908	$ —	$ 12,750 **(8)**	$	$
Other revenue	2,478	—	143	2,552	(2,695) **(1)**	—		
Total revenues	**42,693**	**4,334**	**14,780**	**13,460**	**(2,695)**	**12,750**		
Operating expenses:								
Compensation and benefits	15,813	6,914	8,539	—	— **(2)**	8,578 **(9)(10)**		
Professional fees	5,155	566	2,131	2,031	(239) **(2)(3)**	—		
General administrative and other	3,178	279	903	7,204	(1) **(3)**	(5,114) **(9)(10)**		
Amortization of Intangibles	9,605	—	—	—	11,066 **(4)**	—		
Management fee expenses	—	—	2,740	—	—	(2,740) **(9)(10)**		
Total operating expenses	**33,751**	**7,759**	**14,313**	**9,235**	**10,826**	**724**		
Income from operations	**8,942**	**(3,425)**	**467**	**4,225**	**(13,521)**	**12,026**		
Other Income (Expense):								
Income (loss) from unconsolidated subsidiary	—	—	—	368	— **(5)**	— **(11)**		
Interest expense	(7,269)	—	—	(7,905)	(300) **(6)**	—		
Interest income	—	—	—	886	(886) **(3)**	—		
Changes in valuation on ECP note receivable	—	—	—	(3,230)	—	—		
Change in unrealized loss on investments	—	—	—	—	—	—		
Other	—	—	—	20	(20) **(3)**	—		
Total other income (expense), net	**(7,269)**	**—**	**—**	**(9,861)**	**(1,206)**	**—**		
Income (loss) before income tax provision	**1,673**	**(3,425)**	**467**	**(5,636)**	**(14,727)**	**12,026**		
Income tax benefit (expense)	1,513	—	—	—	3,093 **(7)**	(2,525) **(7)**		
Net income (loss)	**3,186**	**(3,425)**	**467**	**(5,636)**	**(11,634)**	**9,501**		
Less income attributable to redeemable noncontrolling interests	**(306)**	—	—	—	—	—		
Net income (loss) attributable to common units	**$ 2,880**	**$ (3,425)**	**$ 467**	**$ (5,636)**	**$ (11,634)**	**$ 9,501**	**$**	**$**
Earnings per unit/share:								
Basic	$ 0.03	$ —	$ —	$ —	$ —	$ —	$	$
Diluted	$ 0.03	$ —	$ —	$ —	$ —	$ —	$	$
Weighted average common shares/units outstanding:								
Basic	89,235	—	—	—	—	—		
Diluted	92,060	—	—	—	—	—		

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED STATEMENT OF OPERATIONS OF P10, INC. AND ITS SUBSIDIARIES
FOR THE YEAR ENDED DECEMBER 31, 2019
(In thousands, except per unit amounts)

	(A) P10 Holdings, Inc. Historical	(B) Five Points Capital, Inc. Historical	(C) TrueBridge Capital Partners, LLC Historical	(D) Enhanced Capital Group, LLC Historical	(E) Acquisition Transaction Adjustments	(F) Management's Adjustments	(G) IPO and Reorganization Adjustments	(H) Pro Forma Combined Statement of Operations
Revenues:								
Management and advisory fees	$ 39,240	$ 17,645	$ 18,581	$ 11,785	$ (100) **(1)**	$ 19,000 **(8)**	$	$
Other revenue	5,662	—	383	2,303	(2,686) **(1)**	—		
Total revenues	**44,902**	**17,645**	**18,964**	**14,088**	**(2,786)**	**19,000**		
Operating expenses:								
Compensation and benefits	12,343	11,110	3,993	—	— **(2)**	12,962 **(9)(10)**		
Professional fees	4,572	1,553	167	1,873	3,545 **(2)(3)**	—		
General administrative and other	4,624	969	1,206	10,745	(17) **(3)**	(7,607) **(9)(10)**		
Amortization of intangibles	10,552	—	—	—	21,822 **(4)**	—		
Management fee expenses	—	—	5,194	—	—	(5,194) **(9)(10)**		
Total operating expenses	**32,091**	**13,632**	**10,560**	**12,618**	**25,350**	**161**		
Income from operations	**12,811**	**4,013**	**8,404**	**1,470**	**(28,136)**	**18,839**		
Other Income (Expense):								
Income (Loss) from unconsolidated subsidiary	—	—	—	922	— **(5)**	— **(11)**		
Interest expense	(11,372)	—	—	(18,289)	4,930 **(6)**	—		
Interest income	—	—	—	7,342	(1,732) **(3)**	—		
Changes in valuation on ECP note receivable	—	—	—	(9,097)	—	—		
Change in unrealized loss on investments	—	—	—	(2,515)	2,515 **(3)**	—		
Other	—	—	—	(515)	515 **(3)**	—		
Total other income (expense), net	**(11,372)**	**—**	**—**	**(22,152)**	**6,228**	**—**		
Income (loss) before income tax provision	**1,439**	**4,013**	**8,404**	**(20,682)**	**(21,908)**	**18,839**		
Income tax benefit (expense)	10,502	—	—	—	4,601 **(7)**	(3,956) **(7)**		
Net income (loss)	**11,941**	**4,013**	**8,404**	**(20,682)**	**(17,307)**	**14,883**		
Less income attributable to redeemable noncontrolling interests	**—**	**—**	**—**	**51**	**—**	**—**		
Net income (loss) attributable to common units	**$ 11,941**	**$ 4,013**	**$ 8,404**	**$ (20,631)**	**$ (17,307)**	**$ 14,883**	**$**	**$**
Earnings per unit/share:								
Basic	$ 0.13	$ —	$ —	$ —	$ —	$ —	$	$
Diluted	$ 0.13	$ —	$ —	$ —	$ —	$ —	$	$
Weighted average common shares/units outstanding:								
Basic	82,235	—	—	—	—	—		
Diluted	90,601	—	—	—	—	—		

NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

Note 1. Basis of Presentation

The accompanying unaudited pro forma condensed consolidated and combined financial information of P10, Inc. and its subsidiaries, and notes thereto, are presented in accordance with Article 11 of Regulation S-X, and have been derived from the historical consolidated financial statements of P10 Holdings and its subsidiaries (P10 or the Company), Five Points, TrueBridge, ECG and ECP as further described in the "Introduction" section preceding the accompanying pro forma financial information. Certain historical amounts of the acquired entities have been reclassified to conform to P10's financial statement presentation. The accompanying financial information also gives effect to the IPO of P10, Inc. and related Reorganization, which are further described in the preceding Introduction section.

The acquisitions of Five Points, TrueBridge, and ECG are accounted for in accordance with ASC 805, and the acquired assets and assumed liabilities are reflected at their estimated fair values based on the information available and best estimates of management as of the date of this prospectus. The valuations and related purchase accounting have not been finalized, and the preliminary amounts included in the pro forma financial information are subject to change. The final purchase price allocation and the resulting effect on our financial positions and results of operations may be materially different from the pro forma amounts included herein. The acquisition of the equity interest in ECP is accounted for as an equity method investment under ASC 323 as P10 has significant influence, but not control, over ECP.

The preliminary purchase price allocations are subject to change due to several factors, including, but not limited to:

- Changes in the estimated value of the assets acquired and liabilities assumed as of the closing of the acquisitions, which could result from the finalization of valuation procedures and the related assumptions; and
- Changes in the estimated fair value of the stock consideration transferred, depending on its estimated fair value at the date of closing.

Additionally, the Reorganization activities have not been completed and the results of the IPO, and related sources and uses of funds, are not certain. Accordingly, the effects of these pro forma adjustments reflect preliminary estimates and are subject to changes including, but not limited to:

- The number of shares of Class A common stock offered and the related pricing;
- The number of shares of Class B common stock after giving effect to the expected conversion of existing shares of P10 and P10 Intermediate;
- The use of proceeds, including the amount of debt to be paid down; and
- The factors described in and incorporated by reference into this prospectus, including those identified in the section entitled "Risk Factors" elsewhere in this prospectus.

The unaudited pro forma condensed consolidated and combined financial statements reflect pro forma adjustments that are described in the accompanying notes and are based on available information and certain assumptions that P10, Inc. believes are reasonable; However, actual results may differ from those reflected in these unaudited pro forma condensed consolidated and combined financial statements. In P10, Inc.'s opinion, all adjustments that are necessary to present fairly the pro forma information have been made. The unaudited pro forma condensed consolidated and combined financial statements do not purport to represent what the combined company's financial position or results of operations would have been if the merger and related transactions had actually occurred on the dates indicated above, nor are they indicative of the combined company's future financial position or results of operations. The unaudited pro forma condensed consolidated and combined

financial statements should be read in conjunction with the historical financial statements and related notes thereto of each of these entities for the periods presented, as incorporated by reference into this prospectus.

Note 2. Unaudited Pro Forma Condensed Consolidated and Combined Balance Sheet

For purposes of preparing the unaudited pro forma condensed consolidated and combined balance sheet as of September 30, 2020, the TrueBridge, ECG and ECP acquisitions, as well as the Reorganization and the IPO, will be accounted for as if they had occurred on September 30, 2020. The unaudited pro forma condensed consolidated and combined financial statements are comprised of the following historical information and pro forma adjustments:

A) Derived from the unaudited condensed consolidated balance sheet of P10 Holdings, Inc. and its subsidiaries as of September 30, 2020. See P10's consolidated financial statements and the related notes appearing elsewhere in this prospectus.

B) Derived from the unaudited condensed balance sheet of TrueBridge as of September 30, 2020. See TrueBridge's consolidated financial statements and the related notes as of September 30, 2020 appearing elsewhere in this prospectus. TrueBridge was acquired by the Company through P10's consolidated majority owned subsidiary, P10 Intermediate, in a business combination which was completed on October 2, 2020. The investments in funds of $1.8 million held by TrueBridge as of September 30, 2020, were not acquired by P10 in the acquisition.

The total consideration transferred was comprised of approximately $0.7 million of cash on hand, $4.0 million of cash contributed by a related party for preferred equity interests in P10 Intermediate, and $89.5 million of cash obtained through the net proceeds generated from the issuance of long-term debt comprised of $91.4 million principal, net of $1.8 million original issuance discount. Additionally, the Company recorded $0.6 million of contingent consideration reflecting the fair value of estimated additional cash payments to be made. The final amount of consideration to be paid will be determined based on the actual catch-up management fees generated by certain funds after the acquisition date. The remaining consideration was comprised of the issuance of $94.4 million of Series D Preferred stock in P10 Intermediate to the sellers of TrueBridge. The effects of the transaction, including allocation of purchase price to the fair value of the assets acquired and liabilities assumed, as well as working capital adjustments, are reflected in column D and described further in the related notes.

The Company has performed a preliminary valuation analysis of the fair market value of the acquired assets and assumed liabilities. The following table summarizes the preliminary allocation of the purchase price as of the acquisition date (in thousands):

Cash consideration	$ 94,216
Contingent consideration	572
Preferred stock issued	94,350
Total consideration paid	$ 189,138
ASSETS	
Cash and cash equivalents	$ 6,537
Accounts receivable	14
Due from related parties	55
Prepaid expenses and other	60
Property and equipment	1,061
Right-of-use assets	1,627
Intangible assets	43,600
Total asssets acquired	$ 52,954
LIABILITIES	
Accounts payable and accrued expenses	344
Deferred revenue	6,491
Lease liabilities	2,031
Total liabilities assumed	$ 8,866
Net identifiable assets acquired	$ 44,088
Goodwill	145,050
Net assets acquired	$ 189,138

C) Derived from the unaudited condensed consolidated balance sheet of Enhanced Capital Group, LLC. On December 14, 2020, P10 completed its acquisition of 100% of the equity interest in ECG, as well as the 49% voting interest and 50% economic interest of an affiliated entity, Enhanced Capital Partners, LLC. The acquisition of ECG is recorded as a business combination, and the acquisition of the equity interests in ECP are recorded as an investment in an unconsolidated equity method subsidiary. As ECP is recorded as an equity method investment, its historical balance sheet is not included in this column and will be reflected in the pro forma adjustments in column D as described in note 3.

Further, as described in the introductory section to the pro forma financial information, immediately upon the closing of P10's acquisition of the equity interests in these entities, ECG transferred certain subsidiaries (the "Permanent Capital Subsidiaries") to Enhanced PC in exchange for a non-voting equity interests in Enhanced PC. See ECP's and ECG's financial statements and related notes as of and for the nine month period ending September 30, 2020 appearing elsewhere in this prospectus.

The acquisition of the equity interests in ECG and ECP were negotiated simultaneously for a single purchase price. The following tables illustrate the consideration paid for ECG and ECP, and the allocation of the purchase price to the acquired assets and assumed liabilities. The total consideration of $111.2 million was comprised of $82.6 million of cash, $1.7 million of payables related to post-close working capital adjustments, and $26.9 million of preferred equity of P10 Intermediate. Substantially all of the combined purchase is attributable to ECG, with a de minimis amount for the investment in ECP. A portion of the consideration paid was used to extinguish certain long-term debt held by ECG upon the acquisition. As of September 30, 2020, this debt had a carrying value of $58.9 million and related accrued interest of $0.8 million as reflected in the historical balance sheet of ECG.

The effects of the transaction, including allocation of purchase price to the fair value of the assets acquired and liabilities assumed, as well as working capital adjustments, are reflected in Column D as further described below.

Cash consideration	$ 82,596
Post-closing working capital adjustment	1,707
Preferred stock issued	26,904
Total consideration paid	$ 111,207
ASSETS	
Cash and cash equivalents	$ 2,752
Restricted cash	254
Accounts receivable	3,425
Prepaid expenses and other	2,355
Existing investments in unconsolidated subsidiaries	2,158
Intangible assets	36,820
Total assets acquired	$ 47,764
LIABILITIES	
Accounts payable and accrued expenses	$ 343
Other liabilities	288
Deferred revenue	2,109
Due to related parties	2,059
Notes payable	1,693
Total liabilities assumed	$ 6,492
Net identifiable assets acquired	$ 41,272
Goodwill	69,935
Net assets acquired	$ 111,207

D) Reflects the transaction adjustments to present the effects of the acquisition of TrueBridge, ECG, and ECP based on the purchase price allocations as described above in notes B and C, and as further described in the pro forma adjustments in the following sections.

As previously noted, these pro forma adjustments reflect the contribution of the Permanent Capital Subsidiaries historically held by ECG to Enhanced PC in exchange for equity interests which are recorded as an equity method investment by the Company. As a result, a significant portion of the assets and liabilities of historical ECG held by the Permanent Capital Subsidiaries primarily consisting of $1.9 million of restricted cash, $4.2 million of prepaid expenses and other assets, $57.6 million of investments in funds at fair value, $13.2 million of notes receivable, $12.0 million of deferred revenues, and $60.0 million of long-term debt as of September 30, 2020 were removed through the pro forma adjustments reflecting this contribution. Additionally, the adjustments reflect the fair value of the equity method investment in Enhanced PC received in exchange for this contribution which is reflected in the allocation of consideration transferred described above in note C.

E) Reflects the effects of the Reorganization and Initial Public Offering as described throughout the accompanying prospectus, including (i) the offering and expected issuance of Class A common shares of P10, Inc. in exchange for cash proceeds, (ii) the conversion of existing equity instruments of P10 Holdings, Inc. and its subsidiaries into equity instruments of P10, Inc., and (iii) the use of expected net proceeds to pay down debt of P10 and its subsidiaries.

F) Reflects the unaudited condensed consolidated and combined pro forma balance sheet of P10, Inc. after giving effect to the pro forma adjustments described herein.

The pro forma adjustments are based on our preliminary estimates and assumptions that are subject to change and are reflective of the acquisitions as well as the Reorganization and IPO as described above. The following provides additional information regarding the pro forma adjustments described above:

1) Reflects the net cash used in the acquisitions of TrueBridge, ECG and ECP as described in note B and C above, which are comprised of the following activities:

	Acquisition of TrueBridge	Acquisition of ECG and ECP	Total
Net proceeds from the issuance of debt	$ 89,523	66,640	$ 156,163
Net proceeds from the issuance of equity	4,000	11,000	15,000
Cash consideration paid for acquisition	(94,216)	(82,596)	(176,812)
Working capital cash adjustment	6,526	(3,149)	3,377
Net cash obtained (used)	$ 5,833	(13,985)	$ (2,272)

2) Reflects the adjustment to remove the investments held by TrueBridge, which were not acquired by P10, and the removal of the investments held by ECG which represents the contribution of the Permanent Capital Subsidiaries to Enhanced PC as described in note C.

3) Reflects the adjustments to the investment in unconsolidated subsidiaries comprised of (i) the fair value adjustment of the existing equity method investments held by ECG, (ii) the recording of the cost basis of the equity method investment in ECP, and (iii) the recording of the fair value of the equity method investment in Enhanced PC which was acquired in exchange for the contribution of the Permanent Capital Subsidiaries held by ECG at the time of the acquisition. The cost basis of our investment in ECP was $1 and, as reflected in the above allocation of consideration transferred, the fair value of the equity method investment in Enhanced PC was determined to be negligible due to the expected timing and amount of cash flows expected to be generated by that investment, and accordingly was assigned a fair value on the date of acquisition of $0. Refer to further discussion and preliminary purchase price allocation for the acquisition of ECG and the investment in ECP in note C.

4) Reflects the remeasurement of the lease liabilities and right-of-use assets upon the acquisition of TrueBridge in accordance with ASC 842, inclusive of an unfavorable lease intangible of $0.4 million which is recorded as a reduction of the associated right-of-use asset.

5) Reflects the fair value adjustment to the overfunded pension plan assumed in the acquisition of TrueBridge. This plan has been terminated and all future benefits accruals were ceased. Any excess of the plan's assets over its obligations was paid out to the participants upon settlement during Q4 2020. As such, there was no net fair value assigned to the associated plan assets or liability.

6) Reflects the fair value adjustment to the note receivable from ECP to ECG. As of September 30, 2020, there was total outstanding principal under the note facility of $49.1 million, which is reflected on the historical balance sheet of ECG net of discounts, valuation allowances, and other adjustments. The Company performed a preliminary valuation of the net cash proceeds expected to be received through this facility, and concluded that the fair value of the note receivable was negligible due to the uncertainty regarding the Company's ability to collect on the principal and interest receivable based on the expected cash flows of ECP. Accordingly, a pro forma adjustment was made to reduce the ECP note receivable to $0, reflecting the estimated fair value. Refer to further discussion in note C.

7) Reflects the adjustments related to the Company's preliminary valuation of the acquired assets of TrueBridge and ECG as described in notes B and C. The identifiable intangible assets acquired are expected to be comprised of tradenames, developed technology, and in-place fund management and advisory contracts. The preliminary fair value of the identifiable intangible assets was determined primarily using the relief from royalty and excess earnings methods. These preliminary estimates of fair value may differ from final amounts and the difference could have a material impact on the accompanying unaudited pro forma financial statements.

	TrueBridge	ECG	Total
Trade name	$ 7,300	6,000	$13,300
Developed technology	2,200	—	2,200
Fund management and advisory contracts	34,100	30,820	64,920
Total intangible assets acquired	$ 43,600	36,820	$80,420

8) Reflects the adjustment to remove ECG's historical goodwill of $11.2 million, and record goodwill associated with the acquisitions of TrueBridge and ECG as described in notes B and C, respectively.

9) Reflects the pro forma adjustments to accounts payable and accrued expenses. In addition to (i) the Permanent Capital Subsidiary accounts payable and accrued expenses contributed to Enhanced PC as described in notes C and D, (ii) and working capital activity from September 30, 2020 through the completion of the acquisition, this pro forma adjustment includes the following: (iii) $3.7 million of accrued expenses representing transaction costs associated with the acquisitions of TrueBridge, ECG and ECP, either incurred or expected to be incurred subsequent to September 30, 2020, (iv) $0.6 million of liability classified estimated contingent consideration for the acquisition of TrueBridge as described in note B above, and (v) the $1.7 million of payables to the sellers incurred in the acquisition of ECG and ECP, as described in note C above. A corresponding adjustment of $3.7 million was also made to retained earnings, reflecting the accrual of the acquisition related expenses.

Additionally, as a direct result of the acquisition of ECG, P10 incurred a current income tax charge of $ million, which is based on the Company's preliminary valuations of certain acquired assets. This is reflected as an increase to accounts payable and accrued expenses, as well as a corresponding adjustment to retained earnings reflecting the income tax expense.

10) Reflects the new borrowings under P10's existing credit and guaranty facility to finance the acquisitions of TrueBridge, ECG and ECP, and the amounts extinguished or contributed to Enhanced PC:

	Acquisition of TrueBridge	Acquisition of Enhanced	Total
Gross proceeds / face value of borrowings	$ 91,350	68,000	$159,350
Discounts on issuance	(1,827)	(1,360)	(3,187)
Extinguishment of ECG long-term debt	—	(58,922)	(58,922)
Transfer of long-term debt to Enhanced PC	—	(59,959)	(59,959)
Total adjustments to long-term debt	$ 89,523	(52,241)	$ 37,282

11) Reflects (i) the issuance of $15.0 million of redeemable preferred equity of P10 Intermediate in exchange for cash to partially fund the acquisitions of TrueBridge, ECG and ECP, (ii) the issuance of $94.4 million of redeemable preferred equity to the sellers of TrueBridge and (iii) the issuance of $26.9 million of redeemable preferred equity to the sellers of ECG and ECP as follows:

	Acquisition of TrueBridge	Acquisition of Enhanced	Total
Net proceeds from equity issuances	$ 4,000	11,000	$ 15,000
Equity issued to sellers	94,350	26,904	121,254
Net equity issued	$ 98,350	37,904	$136,254

12) Reflects the elimination of the historical equity of TrueBridge and ECG upon acquisition by P10.

13) Reflects the expected cash effects of the Reorganization and IPO transaction. The adjustment is comprised of $ of net proceeds from the issuance of P10, Inc. Class A common shares and the expected use of a portion of those proceeds to pay down a portion of the Company's existing debt, related accrued interest, and expected early repayment penalties totaling $ million. Additionally, this adjustment reflects the payment of $ in preferred dividends to the owners of P10 Intermediate shares in connection with the Reorganization.

14) Reflects the payment of $ million of accrued interest as of September 30, 2020 upon the pay down of the Company's debt using a portion of the net proceeds of the IPO.

15) Reflects the pay down of debt upon the closing of the IPO, which includes (i) $ million for the Credit and guaranty facility (inclusive of amounts borrowed to fund the acquisitions of TrueBridge, ECG and ECP), (ii) $ million for Notes payable to Sellers and (iii) $ of the debt assumed in the acquisition of ECG.

Upon the pay down of the credit and guaranty facility, an early payment penalty of $ million is expected to be incurred. A corresponding adjustment to retained earnings reflecting the early payment penalty is reflected as described further below.

16) Reflects the conversion of the redeemable preferred shares of P10 Intermediate to Class B common shares of P10, Inc. after giving effect to the Reorganization and IPO. Upon conversion, the holders of these redeemable preferred shares will also receive a distribution representing the accrued preferred returns totaling $ million as described in note 13. A corresponding adjustment of $ million was made to retained earnings to reflect this distribution.

17) Reflects the impacts of the Reorganization and IPO described in note E. After all transactions are completed, there is expected to be million shares of P10, Inc. $ par value Class A common stock, and million shares of P10, Inc. $ par value Class B common stock. The remaining effects are comprised of the following:

Proceeds from the issuance of equity in the IPO	$
Offering and underwriting costs	
Retirement of treasury stock	
Conversion of redeemable non-controlling interests	
Accrued preferred equity distributions	
Total adjustment to additional paid in capital	$

18) Reflects the adjustments to retained earnings due to the expected early repayment penalty of $ million upon the extinguishment of the debt as described in note 15.

Note 3. Unaudited Pro Forma Condensed Consolidated and Combined Statements of Operations

For the purposes of preparing the unaudited pro forma condensed consolidated and combined statements of operations for the nine-month period ended September 30, 2020 and the year ended December 31, 2019, the Reorganization and IPO, acquisitions and related transactions are accounted for as if they had occurred on January 1, 2019. The unaudited pro forma condensed consolidated and combined financial statements are comprised of the following historical information and pro forma adjustments:

A) Derived from the unaudited condensed consolidated statement of operations of P10 Holdings, Inc. and its subsidiaries for the nine-month period ended September 30, 2020 and from the consolidated statements of operations of P10 Holdings, Inc. and its subsidiaries for the year ended December 31, 2019. See P10's consolidated financial statements and the related notes appearing elsewhere in this prospectus.

B) Derived from the unaudited statements of operations of Five Points for the three-month period ended March 31, 2020 and from the statements of operations of Five Points for the year ended December 31, 2019. As Five Points was acquired by P10 as of April 1, 2020, the results of Five Points's operations for the period from April 1, 2020 through September 30, 2020 are already reflected in P10's historical consolidated statements of operations for the nine-month period ended September 30, 2020. See Five Points' financial statements and the related notes appearing elsewhere in this prospectus.

C) Derived from the unaudited statements of operations of TrueBridge for the nine-month period ended September 30, 2020 and from the statements of operations of TrueBridge for the year ended December 31, 2019. TrueBridge was acquired by P10 on October 2, 2020 and, accordingly, the results of TrueBridge are not reflected in P10's historical financial statements for any periods presented herein. See TrueBridge's financial statements and the related notes appearing elsewhere in this prospectus.

D) Derived from the unaudited consolidated statements of operations of Enhanced Capital Group, LLC (ECG) for the nine month period ended September 30, 2020 and from the consolidated statements of operations of ECG for the year ended December 31, 2019. On December 14, 2020, P10 completed the acquisition of 100% of the equity interest in ECG, as well as a 49% voting interest and a 50% economic interest in ECP as described above. The acquisition of ECG is recorded as a business combination, and the acquisition of the equity interests in ECP is recorded as an unconsolidated equity method investment. As ECP is recorded as an equity method investment, its historical statements of operations are not reflected in the Historical columns herein. Rather, its historical operating results will be reflected in the pro forma adjustments column as further described below in note E.

Additionally, as described above, ECG contributed its Permanent Capital Subsidiaries in exchange for a non-controlling equity interest in Enhanced PC. As a result of the reorganization and contribution, a substantial portion of the historic operating activities of ECG will be removed reflecting the contribution of the Permanent Capital Subsidiaries, and there will be a related adjustment to increase or decrease income (loss) from equity method investments, reflecting the effect that this would have on the Company's equity method investment in Enhanced PC. As further described in the following notes, ECP and Enhanced PC would report net losses on a pro forma basis for both the nine months ended September 30, 2020 and the year ended December 31, 2019. In accordance with ASC 323, an investor would suspend the equity method of accounting and cease to record the investor's share of losses of an investee when those losses exceed the cost basis of the investment, unless the investor has guaranteed the losses of the investee or otherwise committed to provide further financial support for the investee. As described above, the cost basis for the equity investments in ECP and Enhanced PC were $0 and $1, respectively. P10 and its subsidiaries have not guaranteed the losses of ECP or Enhanced PC, or otherwise committed to provide future financial support. Accordingly, although the Company's calculated share of the net losses recognized by these investees is disclosed in notes 5 and 11 below, this loss is not reflected in the pro forma financial information as the loss in excess of the carrying value would not be recognized in the consolidated financial statements.

As ECG has historically been reported as an investment company, the presentation of its historically reported statements of operations differs significantly from the presentation of that of P10, and the other entities reflected herein. As such, while no adjustments have been made to the historic amounts in this column, the presentation from that historically reported has been revised to align more closely with the presentation and classification in the statement of operations of P10. See ECG's and ECP's financial statements and the related notes appearing elsewhere in this prospectus.

E) Reflects the transaction adjustments to present the effects of the acquisition of Five Points, TrueBridge, ECG and ECP as if they had occurred on January 1, 2019.

In regards to the acquisition of ECG, this column reflects the contribution of the Permanent Capital Subsidiaries to Enhanced PC. This comprises reflecting the removal of the operating activity of those Permanent Capital Subsidiaries, with a corresponding impact to the income (loss) from unconsolidated subsidiaries to reflect the income (loss) that P10 would have recognized based on their equity interest in these entities. This column does not reflect the effects of the Advisory Services Agreement as described above. While that agreement was contemplated in the purchase agreement, for purposes of clarity those effects are separately shown in column F. As previously noted, losses in excess of the Company's carrying value of the investment in these equity method investees will not be reflected in the Company's pro forma financial statements.

F) Reflects management's adjustments reflecting the expected impact of the Advisory Services Agreement between ECG and Enhanced PC as described further in the introduction to the unaudited pro forma financial information. Under this agreement which became effective upon the close of the transaction, ECG will earn a fixed fee over a period of seven years for managing the permanent capital subsidiaries of Enhanced PC (which were contributed by both ECG and ECP at the acquisition date). While management has not generally included pro forma adjustments to reflect expected revenue increases, costs savings or synergies, and costs in order to achieve those synergies, it was concluded that based on the nature of this agreement (as it was specifically contemplated in the purchase agreement and relates to services which did not previously generate revenues when the Permanent Capital Subsidiaries were owned by ECG) and its significance to the acquisition of ECG and ECP, it was determined that it would be prudent information to illustrate how the operating results of the combined company might have looked had the acquisition occurred effective January 1, 2019. As previously noted, losses in excess of the Company's carrying value of the investment in these equity method investees will not be reflected in the Company's pro forma financial statements.

G) Reflects the effects of the Reorganization and IPO as described throughout the accompanying prospectus. We note that the primary effects of the Reorganization and IPO on the Company's statement of operations are as follows:

- The pay down of debt of P10 and its subsidiaries, which results in adjustments to remove the related interest expense;
- The impact on the weighted average shares outstanding. As the Reorganization and IPO resulted in the conversion of all existing equity into Class B common shares of P10, Inc. and the issuance of Class A common shares of P10, Inc., these adjustments reflect the number of shares post-IPO and what the unaudited pro forma earnings per share would have been.

H) Reflects the unaudited condensed consolidated and combined pro forma statements of operations of P10, Inc. after giving effect to the pro forma adjustments described herein.

The pro forma adjustments are based on our preliminary estimates and assumptions that are subject to change, and are reflective of the acquisitions, Reorganization and IPO as described above. The following provides additional information regarding the pro forma adjustments described above:

1) Reflects the adjustments to revenues in the acquisitions of TrueBridge and ECG. P10 did not acquire the carried interest and other assets of TrueBridge which generated these investment returns and other income prior to the acquisition. As such, those historic amounts are removed for both periods presented.

The remaining adjustments reflect the revenues for ECG generated by the Permanent Capital Subsidiaries which were contributed to Enhanced PC as described above. As such, those historic amounts are removed for both periods presented.

2) The historical results presented include certain transaction expenses which directly relate to these acquisitions and are not expected to impact the Company's operations for a period of more than one year. For the nine months ended September 30, 2020, $9.9 million of non-recurring transaction related compensation and benefit costs were recognized by the combined entities, reflecting $4.5 million and $5.4 million of transaction related bonuses paid to certain employees upon the completion of the Five Points and TrueBridge acquisitions, respectively, which are reflected in the corresponding pre acquisition historical financial statements. There were no similar amounts for the year ended December 31, 2019. No adjustments were made for these costs reflected in the historical financial statements.

Further, for the nine months ended September 30, 2020 and the year ended December 31, 2019, $4.8 million and $2.4 million of non-recurring transaction related professional fees were recognize by the combined entities and are reflected in the historical financials, respectively. No adjustments were made for these costs reflected in the historical financial statements.

In addition, subsequent to September 30, 2020, the combined entities have incurred or are expected to incur $3.7 million of non-recurring transaction related professional fees related to the acquisitions of TrueBridge, ECG and ECP. This adjustment has been reflected in the pro forma adjustments to the year ended December 31, 2019.

3) Reflects the adjustments to remove the income and expenses which were recorded by the Permanent Capital Subsidiaries, which were contributed to Enhanced PC.

- For the nine months ended September 30, 2020 and the year ended December 31, 2019, the Permanent Capital Subsidiaries recorded $0.2 million and $0.1 million of professional fees, respectively.
- In both periods, the Permanent Capital Subsidiaries recognized only an immaterial amount of general administrative and other expenses.
- For the nine months ended September 30, 2020 and the year ended December 31, 2019, the Permanent Capital Subsidiaries recorded $0.9 million and $1.7 million of interest income, respectively.
- For the year ended December 31, 2019, the Permanent Capital Subsidiaries recognized a $2.5 million loss on the changes in unrealized loss on investments. There were no amounts recognized for the nine months ended September 30, 2020.
- For the year ended December 31, 2019, the Permanent Capital Subsidiaries recognized $0.5 million of other expenses. Only an immaterial amount of other expenses was recognized for the nine months ended September 30, 2020.

4) Reflects the adjustments of amortization of intangible assets to (i) remove any historical amortization of intangible assets related to Five Points, TrueBridge, and ECG reflected in the historical results, and to (ii) adjust for the amortization of acquired Five Points, TrueBridge and ECG intangibles as if the acquisition occurred and amortization began on January 1, 2019. These following table summarizes these adjustments:

	Year Ended December 31, 2019	Nine Months Ended September 30, 2020
Pro forma amortization expense	$ 21,822	$ 13,285
Historical amortization expense	—	(2,219)
Adjustment to amortization expense	$ 21,822	$ 11,066

5) Reflects the adjustments of income (loss) from unconsolidated subsidiaries related to the equity method investments obtained through the acquisitions of ECG and ECP, as well as the related contribution of the Permanent Capital Subsidiaries, as described above, and is comprised of several factors:

- P10 acquired a 50% economic interest ownership in ECP in the acquisition as described in note C above. As a result, P10 will record income (loss) in equity method investments equal to 50% of the historic ECP income (loss), as adjusted for certain factors described below.
- In connection with the acquisitions and related activity as described above, ECG contributed its Permanent Capital Subsidiaries in exchange for a 68.75% economic interest in Enhanced PC. Similarly, ECP contributed its legacy permanent capital subsidiaries for the remaining 31.25% economic interest and 100% of the voting interests of Enhanced PC. This resulted in the following adjustments:
  - P10 will record income (loss) in equity method investment equal to 68.75% of the income (loss) of Enhanced PC, which reflects the historical income (loss) generated by the permanent capital subsidiaries contributed by ECG and ECP.
  - As ECP contributed their legacy permanent capital subsidiaries, the historic income (loss) of ECP would be adjusted by this amount. However, as a result of their 31.25% interest in Enhanced PC, 31.25% of the income (loss) will be recovered through their equity method investment. The remaining amount will be recorded by ECG due to their 68.75% interest in Enhanced PC.

The following table summarizes these adjustments:

	Year Ended December 31, 2019	Nine Months Ended September 30, 2020
Historical net income (loss) for ECP	$ (8,187)	$ 2,178
Less 68.75% of the (income) loss of legacy ECP permanent capital subsidiaries	710	(3,039)
Pro forma income (loss) of ECP	$ (7,477)	$ (861)
P10's acquired economic interest	50%	50%
Pro forma income (loss) in equity investment in ECP	$ (3,738)	$ (431)
Historical net income (loss) of ECG permanent capital subsidiaries	$ (5,280)	$ (799)
Historical net income (loss) of ECP legacy permanent capital subsidiaries	1,033	(4,421)
Pro forma income (loss) of Enhanced PC	(4,247)	(5,220)
P10's economic ownership interest in Enhanced PC	68.75%	68.75%
Pro forma income (loss) in Enhanced PC equity method investment	$ (2,919)	$ (3,589)
Total pro forma adjustments to income (loss) in equity method investments	$ (6,657)	$ (4,020)

As described in notes D, E and F above, as the Company's cost basis and carrying value of the investments in ECP and Enhanced PC is $1 and $0, respectively, the Company would suspend the equity method accounting and would not recognize these losses in the Company's statement of operations but would continue to track losses in excess of the cost basis. Accordingly, no adjustment is reflected in the accompanying pro forma statements of operations for these losses in excess of our cost basis.

6) Reflects adjustments to interest expense for (i) reductions in debt for amounts extinguished at the time of the acquisition of ECG and for the debt of the contributed Permanent Capital Subsidiaries and (ii) the increase in debt for the amounts issued to fund the acquisitions of TrueBridge, ECG and ECP.

Debt of ECG which was not held by the Permanent Capital Subsidiaries totaling $58.9 million as of September 30, 2020 was extinguished using the proceeds from the acquisition. As this debt was not assumed by P10, the related interest expense is removed from both periods. Additionally, the Permanent Capital Subsidiaries held $60.0 million of debt as of September 30, 2020. As P10 did not assume this debt, the related interest expense is removed, but a portion of the charges are reflected through the equity pickup as described in note 5 above. This resulted in a reduction to interest expense of $7.8 million for the nine months ended September 30, 2020, and $18.1 million for the year ended December 31, 2019.

These reductions in interest expense were offset by the effects of the $159.4 million of incremental debt issued by P10 Intermediate in order to fund the acquisitions of TrueBridge, ECG and ECP. These borrowings carry an interest rate of 3 month LIBOR plus 6.00%. Based on the average interest rates during each period, this resulted in an increase to interest expense of $8.0 million for the nine months ended September 30, 2020, and $13.2 million for the year ended December 31, 2019. These adjustments do not give any effect to the anticipated pay down of Company debt in connection with the IPO, which is described in note 12 below.

7) Reflects the income tax benefit (expense) related to the pro forma adjustments detailed in this column at a tax rate of 21%, which represents the Federal corporate income tax rate. Additionally, for the year ended December 31, 2019, an adjustment of $ million was made to reflect the current tax charge incurred by P10 as a result of the acquisition of ECG, primarily driven by the valuation of the acquired advisory contracts recorded in the allocation of consideration to assets acquired and liabilities assumed as described in note C above.

8) Reflects the impacts of the Advisory Services Agreement described previously between ECG and Enhanced PC. In exchange for providing advisory and management services to the Enhanced PC, ECG will receive a fixed fee over a period of seven years. In the first year of the contract, ECG is expected to earn $19.0 million of advisory fees, and in the second year ECG is expected to earn $17.0 million of advisory fees, each of which will be earned ratably throughout that annual period. As previously noted, this only reflects advisory fees for the existing Permanent Capital Subsidiaries, and any future advisory arrangements for funds or programs created after the acquisition will be subject to separate agreements. No effect has been given to any estimated future revenues other than those explicitly stated in the Advisory Services Agreement which became effective upon the acquisition. As a result, an adjustment to increase advisory services revenues by $12.8 million (representing three-fourths of the annual amount) was made for the nine months ended September 30, 2020, and an adjustment of $19.0 million was reflected in the year ended December 31, 2019.

9) Reflects certain adjustments to compensation expense, primarily to conform the historic presentation and classification reflected in the historical financial information of the acquired entities with the presentation and classification of the consolidated P10 entity.

10) As described in the background and introduction to these pro forma financial statements, ECG entered into an administrative services agreement with Enhanced Capital Holdings, Inc. to provide employees and other services. A similar arrangement existed prior to the acquisition with the associated charges being reported in general, administrative and other expenses. These costs will be reflected as a component of compensation expense in the consolidated P10 financial statements. Additionally, due to the contribution of the Permanent Capital Subsidiaries to Enhanced PC and entering the advisory arrangement described above, this will result in an increase in the amount of costs to be charged to ECG under the agreement. This adjustment reflects the additional costs of $0.7 million and $0.2 million which would have been incurred for the nine months ended September 30, 2019 and the year ended December 31, 2019, respectively, based primarily on the incremental employee time expected to be utilized by ECG.

As reported in the historical TrueBridge financial statements, management fee expenses represented amounts paid to the managing members for services related to management of TrueBridge. After the acquisition by P10, costs for services provided by the former members of TrueBridge will be reported in compensation and benefits.

11) As a result of the advisory services charged by ECG to Enhanced PC as described in note 8, Enhanced PC will recognize a corresponding expense in the amount of the advisory services revenues recognized by ECG. This will impact P10’s operating results due to the pickup of 68.75% of Enhanced PC’s income or loss

through the equity method investment in Enhanced PC, as well as a pickup of 50% of the remaining amount through P10's 50% equity method investment in ECP. However, as described in notes D, E and F above, as the Company's cost basis and carrying value of the investments in ECP and Enhanced PC is $0, the Company would suspend the equity method accounting and would not recognize these losses in the Company's statement of operations but would continue to track losses in excess of the cost basis. Accordingly, no adjustment is reflected in the accompanying pro forma statements of operations for these additional losses.

12) As noted above, the Company expects to pay down $ of outstanding debt using a portion of the proceeds of the IPO. Had this pay down occurred as of January 1, 2019, the Company would not have incurred $ of interest expense. This reduction is offset by the $ early payment penalty expected to be incurred upon the pay down of the credit and guaranty facility.

13) Reflects the pro forma earnings per share of P10, Inc. following the IPO which resulted in basic weighted average shares of common stock outstanding of and for the nine months ended September 30, 2020 and the year ended December 31, 2019, respectively, and diluted weighted average shares of common stock outstanding of and , respectively.

Note 4. Earnings Per Share

Pro forma earnings from continuing operations per share for the nine months ended September 30, 2020 and the year ended December 31, 2019 have been calculated based on the estimated weighted average number of common shares outstanding on a pro forma basis, as described below. The pro forma weighted average shares outstanding have been calculated as if the Reorganization and IPO had been completed on January 1, 2019.

Note 5. Non-GAAP Financial Measurements

Below is a description of our unaudited pro forma non-GAAP financial measures. These are not measures of financial performance under GAAP and should not be construed as a substitute for the most directly comparable pro forma GAAP measures, which are reconciled below. These measures have limitations as analytical tools, and when assessing our operating performance, you should not consider these measures in isolation or as a substitute for GAAP measures. Other companies may calculate these measures differently than we do, limiting their usefulness as a comparative measure.

We use Adjusted Net Income, or ANI, as well as Adjusted EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) to provide additional measures of profitability. We use the measures to assess our performance relative to our intended strategies, expected patterns of profitability, and budgets, and use the results of that assessment to adjust our future activities to the extent we deem necessary. ANI reflects our actual cash flows generated by our core operations. ANI is calculated as Adjusted EBITDA, less actual cash paid for interest and federal and state income taxes.

In order to compute Adjusted EBITDA, we adjust our GAAP net income for the following items:

- Expenses that typically do not require us to pay them in cash in the current period (such as depreciation, amortization and stock-based compensation);
- The cost of financing our business;
- Acquisition-related expenses which reflects the actual costs incurred during the period for the acquisition of new businesses, which primarily consists of fees for professional services including legal, accounting, and advisory, as well as bonuses paid to employees directly related to the acquisition;
- Registration-related expenses includes professional services associated with our prospectus process incurred during the period, and does not reflect expected regulatory, compliance, and other costs associated with which may be incurred subsequent to our Initial Public Offering; and
- The effects of income taxes.

Adjusted Net Income reflects the cash payments made for interest, which differs significantly from total interest expense which includes non-cash interest on the non-interest-bearing Seller Notes related to our acquisitions of RCP 2 and RCP 3. Similarly, the cash income taxes paid during the periods is significantly lower than the net income tax benefit, which is primarily comprised of deferred tax benefits as described in the results of operations.

	For the Nine Months Ended September 30, 2020 Pro Forma	For the Year Ended December 31, 2019 Pro Forma
Net (loss) income	$	$
Add back (subtract):		
Depreciation and amortization		
Interest expense, net		
Income tax benefit		
Changes in valuation of note receivable from ECP		
Acquisition-related expenses		
Registration-related expenses		
Non-cash stock based compensation		
Adjusted EBITDA		
Less:		
Cash interest (expense), net		
Cash income taxes		
Adjusted Net Income	$	$

SELECTED HISTORICAL AND PRO FORMA CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

The following table sets forth selected financial information and other data on a historical basis. We derived the selected historical income statement data of P10 Holdings for each of the years ended December 31, 2019 and 2018 and the selected historical consolidated balance sheet data as of December 31, 2019 and 2018 from our audited financial statements included elsewhere in this prospectus. We derived the selected consolidated income statement data for the nine months ended September 30, 2020 and 2019 and the selected consolidated balance sheet data as of September 30, 2020 from our unaudited consolidated financial statements included elsewhere in this prospectus. The unaudited consolidated financial data for the nine months ended September 30, 2020 and 2019 and as of September 30, 2020 include all adjustments, consisting only of normal recurring accruals, that are necessary in the opinion of our management for a fair presentation of our financial position and results of operations for these periods.

The selected unaudited pro forma consolidated income statement data set forth below for the nine months ended September 30, 2020 and the year ended December 31, 2019 give effect to (i) our acquisitions of Five Points, TrueBridge, ECG and ECP, and (ii) the Reorganization and (iii) this offering and the application of the net proceeds from this offering, as if each had been completed as of January 1, 2019. The selected unaudited pro forma consolidated balance sheet data set forth below as of September 30, 2020 gives effect to (i) our acquisitions of TrueBridge, ECG and ECP, and (ii) to this offering and the application of the net proceeds from this offering, as if each had been completed as of September 30, 2020.

Our selected historical results are not necessarily indicative of the results to be expected in the future, and our operating results for the nine months ended September 30, 2020 are not necessarily indicative of the results that may be expected for the entire year ending December 31, 2020. The information below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and related notes included elsewhere in this prospectus. The following table includes ANI and Adjusted EBITDA, which are not measures of financial performance under GAAP. Refer to the aforementioned section for further description and discussion of these metrics and reconciliations to the most directly comparable GAAP measures.

	P10, Inc.		P10 Holdings, Inc.			
	Nine Months Ended September 30,	Year Ended December 31,	Nine Months Ended September 30,		Years Ended December 31,	
Income Statement Data (in thousands)	2020 Pro Forma	2019 Pro Forma	2020	2019	2019	2018
Revenues:						
Management and advisory fees	$	$	$ 40,215	$ 29,405	$ 39,240	$ 30,211
Other			2,478	3,838	5,662	3,790
Total revenues			42,693	33,243	44,902	34,001
Expenses:						
Compensation and benefits			15,813	9,231	12,343	9,829
Professional fees			5,155	717	4,572	764
General administrative and other			3,178	3,193	4,624	4,373
Amortization of intangibles			9,605	7,914	10,552	11,026
Other expenses			—	—	—	747
Total expenses			33,751	21,055	32,091	26,739
Income from operations			8,942	12,188	12,811	7,262
Other income (expense):						
Income (loss) from unconsolidated subsidiary			—	—	—	—
Interest expense, net			(7,269)	(8,576)	(11,372)	(10,155)

Income Statement Data (in thousands)	P10, Inc. Nine Months Ended September 30, 2020 Pro Forma	P10, Inc. Year Ended December 31, 2019 Pro Forma	P10 Holdings, Inc. Nine Months Ended September 30, 2020	P10 Holdings, Inc. Nine Months Ended September 30, 2019	P10 Holdings, Inc. Years Ended December 31, 2019	P10 Holdings, Inc. Years Ended December 31, 2018
Changes in the valuation on ECP note receivable			—	—	—	—
Total other income (expense)			(7,269)	(8,576)	(11,372)	(10,155)
Income (loss) before income tax benefit			1,673	3,612	1,439	(2,893)
Income tax benefit			1,513	7,076	10,502	8,787
Net income (loss)	$	$	$ 3,186	$10,688	$ 11,941	$ 5,894
Non-GAAP Information (in thousands)						
Adjusted EBITDA	$	$	$22,502	$20,432	$ 27,310	$ 18,627
Adjusted Net Income			15,889	13,949	21,554	13,053

Balance Sheet Data (in thousands)	P10, Inc. As of September 30, 2020 Pro Forma	P10 Holdings, Inc. As of September 30, 2020	P10 Holdings, Inc. As of December 31, 2019	P10 Holdings, Inc. As of December 31, 2018
Assets				
Cash and cash equivalents	$	$ 16,167	$ 18,710	$ 8,195
Deferred tax assets		19,417	21,707	10,798
Intangibles, net		69,169	54,814	65,366
Goodwill		146,019	97,323	97,323
Total assets		260,890	202,804	184,458
Liabilities and stockholders' equity				
Long-term debt and notes payable, net	$	$ 134,098	$ 145,846	$ 148,806
Total liabilities		160,029	166,763	160,775
Redeemable non-controlling interest		61,418	—	—
Stockholder's equity		39,443	36,041	23,683
Total liabilities and stockholders' equity		260,890	202,804	184,458

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion relates to the activities and operations of P10 Holdings. As used in this section, "P10 Holdings," the "Company", "we" or "our" includes P10 Holdings and only its consolidated subsidiaries. The following information should be read in conjunction with our selected financial and operating data and the accompanying consolidated financial statements and related notes contained elsewhere in this prospectus. Our historical results discussed below, and the way we evaluate our results, may differ significantly from the descriptions of our business and key metrics used elsewhere in this prospectus as the below historical results do not include the effects of completed or probable acquisitions subsequent to September 30, 2020. The below historical results also do not include any activities or positions of P10, Inc., or give effect to any of the reorganization activities which have or are expected to occur in connection with the Initial Public Offering contemplated in this prospectus.

The following discussion may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Exchange Act that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed below and elsewhere in this prospectus, particularly in "Risk Factors" and the "Cautionary Note Regarding Forward-Looking Information."

Business Overview

We are a leading multi-asset class private market solutions provider in the alternative asset management industry. Our mission is to provide our investors differentiated access to a broad set of solutions and investment vehicles across highly attractive asset classes and geographies that generate superior risk-adjusted returns. Our success and growth have been driven by our position in the private markets' ecosystem, connecting investors with specialized private market solutions that offer a comprehensive set of investment strategies, including primary fund of funds, secondary investment, direct investment and co-investments and advisory solutions. As investors entrust us with additional capital, which strengthens our relationships with our fund managers, drives additional investment opportunities, sources more data, enables portfolio optimization and enhances returns, and in turn attracts new investors. As of September 30, 2020, our private market solutions were comprised of the following:

- *Private Equity Solutions (PES).* Under PES, we make direct and indirect investments in middle and lower-middle market private equity across North America. The PES investment team, which is comprised of 33 investment professionals with an average of 23+ years of experience, has deep and long-standing investor and fund manager relationships in the middle and lower-middle market which it has cultivated over the past 20 years, including over 1,800+ investors, 165+ fund managers, 375+ private market funds and 1,800+ portfolio companies. PES occupies a differentiated position within the private markets ecosystem helping our investors access, perform due diligence, analyze and invest in what we believe are attractive middle and lower-middle market private equity opportunities. We are further differentiated by the scale, depth, diversity and accuracy of our constantly expanding proprietary private markets database that contains comprehensive information on more than 2,500 investment firms, 4,000 funds, 25,000 individual transactions, 30,000 private companies and 175,000 financial metrics. As of September 30, 2020 pro forma, PES managed $6.8 billion of FPAUM.
- *Private Credit Solutions (PCS).* Under PCS, we primarily make debt investments across North America, targeting lower middle market companies owned by leading financial sponsors and also offer certain private equity solutions. The PCS investment team, which is comprised of 17 investment professionals with an average of 21+ years of experience, has deep and long-standing relationships in the private credit market which it has cultivated over the past 22 years, including 180+ investors, across 11 funds, including 3 SBIC funds and 64 portfolio companies with over $760+ million capital deployed. Our PCS is differentiated by

our relationship-driven sourcing approach providing capital solutions for growth-oriented companies. We are further synergistically strengthened by our PES network of fund managers, characterized by more than 575 credit opportunities annually. We currently maintain 45+ active sponsor relationships and have 60+ platform investments. As of September 30, 2020 pro forma, PCS managed $0.6 billion of FPAUM.

We completed our acquisition of Five Points on April 1, 2020. Five Points is included in our Consolidated Balance Sheet as of September 30, 2020, and the results of Five Points's operations are included in our Consolidated Statements of Operations for the period from April 1, 2020 through September 30, 2020.

As discussed elsewhere in this prospectus, after September 30, 2020, we acquired 100% of TrueBridge to be the Venture Capital Solution (VCS) of the overall P10 platform. TrueBridge is an investment firm focused on investing in venture capital through fund-of-funds, co-investments, through both commingled funds and separate accounts. Our acquisition of TrueBridge was completed on October 2, 2020. Additionally, on December 14, 2020, we completed our acquisition of 100% of the equity interest in Enhanced Capital Group, LLC (ECG) and approximately 49% of the voting equity interest of Enhanced Capital Partners, LLC (ECP), to serve as our Impact Investing Solution (IIS) for the overall P10 platform. ECG makes equity, tax equity and debt investments in impact initiatives across North America, targeting underserved areas and other socially responsible investments including renewable energy, historic building renovations, and affordable housing. The balances, positions and results of operations of TrueBridge, ECG and ECP are not included in the financial information analyzed herein. Refer to discussion elsewhere, including disclosure of pro-forma financial information. These acquisitions allowed us to expand our offerings with the following additional solutions:

- *Venture Capital Solutions (VCS).* Under VCS, we make investments in venture capital funds across North America and specialize in targeting high-performing, access-constrained opportunities. The VCS investment team, which is comprised of 10 investment professionals with an average of 18+ years of experience, has deep and long-standing investor and fund manager relationships in the venture market which it has cultivated over the past 14+ years, including over 540+ investors, 60+ fund managers, 55 direct investments, 230+ private market funds and 6,500+ portfolio companies. Our VCS solution is differentiated by our innovative strategic partnerships and our vantage point within the venture capital and technology ecosystems, maximizing advantages for our investors. In addition, since 2011, we have partnered with Forbes to publish the Midas List, a ranking of the top value-creating venture capitalists. As of September 30, 2020 pro forma, VCS managed $3.3 billion of FPAUM.
- *Impact Investing Solutions (IIS).* Under IIS, we make equity, tax equity, and debt investments in impact initiatives across North America. IIS primarily targets investments in renewable energy development and historic building renovation projects, as well as providing capital to small businesses that are women or minority owned or operating in underserved communities. The IIS investment team, which is comprised of 12 investment professionals with an average of 21+ years of experience, has deep and long-standing relationships in the impact market which it has cultivated over the past 20 years, including deploying capital on behalf of over 81 investors and 36 investing vehicles. We are differentiated in both the breadth of impact areas served, the type of capital deployed and the duration of our track record. We have collectively deployed over $3.0 billion into 600+ projects, supporting 380+ businesses across 36 states since 2000, including $550 million capital deployed in impact credit and 535 KWh of renewable energy produced through 2019. As of September 30, 2020 pro forma, IIS managed $1.6 billion of FPAUM.

Sources of Revenue

Our sources of revenue currently include fund management fee contracts, advisory service fee contracts, consulting agreements, referral fees, subscriptions and other services. The majority of our revenues are generated through long-term, fixed fee management and advisory contracts with our investors for providing investment solutions in the following vehicles for our investors as of September 30, 2020:

- *Primary Fund of Funds:* We organize, invest and manage primary investment funds. Primary fund of funds refer to investment vehicles which target investments in new private markets funds, which in turn invest directly in portfolio companies. P10's primary fund of funds include both commingled investment vehicles with multiple investors as well as customizable separate accounts, which typically include one investor. Primary investments are made during a fundraising period in the form of capital commitments, which are called upon by the fund manager and utilized to finance its investments in portfolio companies during a predefined investment period. We receive a fee stream that is typically based on our investor's committed, locked-in capital; capital commitments that typically average ten to fifteen years, though they may vary by fund and strategy. Often, the fees are structured such that they step down, or decrease, over the life of the fund. Our primary funds comprise approximately $8.1 billion of our FPAUM on a pro forma basis as of September 30, 2020.
- *Direct and Co-Investment Funds:* Direct and co-investments involve acquiring an equity interest in or making a loan to an operating company, project, property or asset, typically by co-investing alongside an investment by a fund manager or by investing directly in the underlying asset. P10's direct and co-investment funds include both commingled investment vehicles with multiple investors as well as customizable separate accounts, which typically include one investor. Capital committed to direct investments and co-investments is typically invested immediately, thereby advancing the timing of expected returns on investment. We typically receive fees from investors based upon committed capital, with some funds receiving fees based on invested capital; capital commitments, typically average ten to fifteen years, though they may vary by fund. Often, the fees are structured such that they step down, or decrease, over the life of the fund. Our direct investing platform comprises approximately $3.4 billion of our FPAUM on a pro forma basis as of September 30, 2020.
- *Secondaries:* Secondaries refer to investments in existing private markets funds through the acquisition of an existing interest in a private markets fund by one investor from another in a negotiated transaction. In so doing, the buyer agrees to take on future funding obligations in exchange for future returns and distributions. Because secondary investments are generally made when a primary investment fund is three to seven years into its investment period and has deployed a significant portion of its capital into portfolio companies, these investments are viewed as more mature. We typically receive fees from investors on committed capital for a decade, the typical life of the fund. Often, the fees are structured such that they step down, or decrease, over the life of the fund. Our secondary funds comprise approximately $0.8 million of our FPAUM on a pro forma basis as of September 30, 2020.

Operating Segments

We operate our business as a single operating segment, which is how our chief operating decision makers (our Co-Chief Executive Officers) evaluate financial performance and make decisions regarding the allocation of resources.

Trends Affecting Our Business

Our business is affected by a variety of factors, including conditions in the financial markets and economic and political conditions in the North American markets which we operate, as well as changes in global economic conditions, including the effects of COVID-19 as described below, and regulatory or other governmental policies or actions can materially affect the values of the funds our platforms manage, as well as our ability to effectively manage investments. With interest rates remaining historically low, we continue to see investors turning towards alternative investments to achieve higher yields.

The continued growth of our business may be influenced by several factors, including the following market trends:

- *Accelerating demand for private market solutions.* Our ability to track new capital is dependent on investor demand for private markets solutions. We believe the composition of public markets is fundamentally shifting and will drive growth in private markets investing as fewer companies elect to become public corporations, while more companies are choosing to stay privately held or return to being privately held. Furthermore, investors continue to increase their exposure to passive strategies in search for lower fee alternatives as relative returns in active public market strategies have compressed. We believe the continued move away from active public market strategies into passive strategies will support growth in private market solutions as investors seek higher risk-adjusted returns. Additional trends driving investor demand are 1) increasing long-term investor allocations towards private market asset classes, 2) legislation that allows retirement plans to add private equity vehicles as an investment option, and 3) the adoption of Environmental, Social, and Corporate Governance ("ESG") and impact investing by the institutional and high net worth investor community.
- *Favorable lower and lower-middle market dynamics, and data driven sourcing.* We attribute our strong investment performance track record to several factors, including: our broad private market relationships and access to fund managers and investments, our diligent and responsible investment process, our tenured investing experience and our premier data, technology, and analytic capabilities. Our ability to continue generating strong returns will be impacted by lower and lower-middle market dynamics and our ability to source deals efficiently and effectively using data analytics. As more companies choose to remain private, we believe smaller companies will continue to dominate market supply, with significantly less capital in pursuit. This favorable lower and lower-middle market dynamic implies a larger pool of opportunities at compelling purchase price valuations with significant return potential. In addition, our premier data and analytic capabilities, driven by our proprietary database, support our robust and disciplined sourcing criteria, which fuels our highly selective investment process. Our database stores and organizes a universe of managers and opportunities with powerful tracking metrics that we believe drive optimal portfolio management and monitoring and enable a portfolio grading system, as well as repository of investment evaluation scorecards. Our ability to maintain our data advantage is dependent on a number of factors, including our continued access to a broad set of private market information on an on-going basis.
- *Expanding asset class solutions, broaden geographic reach and grow private markets network effect.* Our ability to continue growing is impacted by our scalability and ability to maximize investor relationships. The purview of private markets has meaningfully broadened over the last decade. As investors increase their allocations to private markets investments, we believe the demand for asset class diversification will rise. Furthermore, as part of this evolution we believe investors will seek out private market solutions providers with scale and an ability to deliver multiple asset classes and vehicle solutions to streamline relationships and pursue cost efficiency. Our scalable business model is well positioned to expand and grow our footprint as we develop our position within the private markets ecosystem to further leverage our synergistic solutions offering. We currently have a leading presence in North America, but believe that expanding our investor presence into international markets can be a significant growth driver for our business as investors continue to seek geographically diverse private market exposure. Further, expanding into additional asset class solutions will enable us to further enhance our integrated network effect across private markets by, among other benefits, fostering deeper manager relationships. We believe that the growing number of private markets focused fund managers increases the operational burden on investors and will lead to a greater reliance on highly trusted advisors to help investors navigate the complexity associated with multi-asset class manager selection.
- *Increasing regulatory requirements and political uncertainty.* The complex regulatory and tax environment could restrict our operations and subject us to increased compliance costs and administrative burdens, as well as restrictions on our business activities. With the recent change in presidential administrations in the United States and related turmoil, there is additional uncertainty around potential legal, regulatory, and tax changes, which may impact our profitability or impact our ability to operate and grow our business.

- *Our ability to raise capital in order to fund acquisitions and strategic growth initiatives.* In addition to organic growth of our existing solutions and services, our growth will continue to depend, in part, on our ability to identify, evaluate and acquire high performing and high-quality asset management businesses in order to expand our team of asset managers and advisors, as well as expand the industries and end markets which we serve. These acquisitions may require us to raise additional capital through debt financing or the issuance of equity securities. Our ability to obtain debt with acceptable terms will be influenced by the corporate debt markets and prevailing interest rates, as well as our current credit worthiness. The funding available through the issuance of equity securities will be determined in part by the market price of our shares.
- *Increased competition to work with top private equity fund managers.* There has been a trend amongst larger private markets investors to consolidate the number of general partners in which they invest and work with. At times, this has led to certain funds being oversubscribed due to the increasing flow of capital. This has resulted in some investors, primarily smaller investors or less strategically important investors, not being able to gain access to certain funds. Our ability to invest and maintain our sphere of influence with these high-performing fund managers is critical to our investors' success and our ability to maintain our competitive position and grow our revenue.
- *Data advantage relative to competitors.* We believe that the general trend towards transparency and consistency in private markets reporting will create new opportunities for us to leverage our databases and analytical capabilities. We intend to use these advantages afforded to us by our proprietary databases, analytical tools and deep industry knowledge to drive our performance, provide our clients with customized solutions across private markets asset classes and continue to differentiate our products and services from those of our competitors. Our ability to maintain our data advantage is dependent on a number of factors, including our continued access to a broad set of private market information on an on-going basis, as well as our ability to maintain our investment scale, considering the evolving competitive landscape and potential industry consolidation.

Covid-19

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, we have activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. We are unable to accurately predict how COVID-19 will affect the results of our operations because the virus's severity, the effectiveness, availability and public acceptance of vaccines, as well as the duration of the pandemic are uncertain. However, we do not expect a significant impact to our near-term results given the structure of our contracts. While it is premature to accurately predict its full impact, the pandemic may affect our ability to raise capital for future funds. Refer to further considerations included in the Risk Factors contained elsewhere in this prospectus.

Key Financial & Operating Metrics

Revenues

We generate revenues primarily from management fees and advisory contracts, and to a lesser extent, other consulting arrangements and services. See Significant Accounting Policies in Note 2 of our consolidated financial statements included elsewhere in this prospectus for additional information regarding the way revenues are generated and recognized.

Management and advisory fees are generally based on fixed fee schedules established at the inception of a fund, which are typically based off of committed capital or other metrics such as expected FPAUM for the fund. The fee schedules are fixed and are set for the expected life of the funds, which typically are between ten to fifteen years. These fees are typically staged to decrease over the life of the contract due to built-in declines in contractual rates and/or as a result of lower net invested capital balances as capital is returned to investors. We also earn revenues through catch-up fees on the funds we manage. Catch-up fees are earned from investors that committed near the end of the fundraising period of funds originally launched in prior periods, and as such the investors are required to pay a catch-up fee as if they had committed to the fund at the first closing. While catch-up fees are not a significant component of our overall revenue stream, they may result in a temporary increase in our revenues in the period in which they are recognized. In certain cases, we also provide advisory and/or reporting services, and, therefore, we also receive fees for services such as monitoring and reporting on an investor's existing private markets investments.

Operating Expenses

Compensation and benefits are our largest expense and consists of salaries, bonuses, employee benefits and employer-related payroll taxes. We expect to continue to experience a general rise in compensation and benefits expense commensurate with expected growth in headcount and with the need to maintain competitive compensation levels as we expand into new markets to create new products and services. In substantially all instances, the Company does not hold carried interests in the funds that we manage. Carried interest is typically structured to stay with the investment professionals. As such, while this does not impact the compensation we pay to our employees, it allows our investment professionals to receive additional benefit and provides economic incentive for them to outperform on behalf of our investors. This structure differs from that of most of our competitors, which we believe better aligns the objectives of our stockholders, investors and investment professionals. The substantial majority of our compensation and benefit expense is a fixed expense, as variable expense in the form of carried interest is incurred outside of our consolidated group. As a result, our compensation expense is generally fixed, as variable compensation through carried interest does not get reflected in our results.

Professional fees primarily consist of legal, advisory, accounting and tax fees which may include services related to our strategic development opportunities such as due diligence performed in connection with potential acquisitions. Our professional fees will fluctuate commensurate with our strategic objectives and potential acquisitions, and certain recurring accounting advisory, audit and tax expenses are expected to increase as our Company becomes an SEC registrant and we must comply with additional regulatory requirements.

General, administrative and other includes occupancy, travel and entertainment, technology, insurance and other general costs associated with operating our business.

Other Income (Expense)

Interest expense includes interest paid and accrued on our outstanding debt, along with the amortization of deferred financing costs, amortization of original issue discount and the write-off of deferred financing costs due to the repayment of previously outstanding debt. Interest expense also includes the effects of the imputed interest on certain non-interest-bearing notes payable.

Income Tax Expense/Benefit

Income tax expense is comprised of current and deferred tax expense/benefit. Current income tax expense/benefit represents our estimated taxes to be paid or refunded for the current period. In accordance with ASC 740, Income Taxes ("ASC 740"), we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are recorded to reduce deferred tax assets to the amount we believe is more likely than not to be realized.

Fee-Paying Assets Under Management, or FPAUM

FPAUM reflects the assets from which we earn management and advisory fees. Our vehicles typically earn management and advisory fees based on committed capital, and in certain cases, net invested capital, depending on the fee terms. Management and advisory fees based on committed capital are not affected by market appreciation or depreciation.

Results of Operations

Nine Months Ended September 30, 2020 compared to Nine Months Ended September 30, 2019

	Nine Months Ended September 30,			
	2020	2019	$ Change	% Change
REVENUES				
Management fees	$40,215	$29,405	$10,810	37%
Other revenue	2,478	3,838	(1,360)	-35%
Total revenues	42,693	33,243	9,450	28%
OPERATING EXPENSES				
Compensation and benefits	15,813	9,231	6,582	71%
Professional fees	5,155	717	4,438	619%
General, administrative and other	3,178	3,193	(15)	0%
Amortization of intangibles	9,605	7,914	1,691	21%
Total operating expenses	33,751	21,055	12,696	60%
INCOME FROM OPERATIONS	8,942	12,188	(3,246)	-27%
OTHER INCOME (EXPENSE)				
Interest expense implied on notes payable to sellers	(771)	(1,567)	796	-51%
Interest expense, net	(6,498)	(7,009)	511	-7%
Total other expense	(7,269)	(8,576)	1,307	-15%
Net income before income taxes	1,673	3,612	(1,939)	-54%
Income tax benefit	1,513	7,076	(5,563)	-79%
NET INCOME	$ 3,186	$10,688	$ (7,502)	-70%

Revenues

Total revenues increased $9.4 million, or 28%, to $42.7 million, for the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019, primarily due to the acquisition of Five Points.

Management fees increased by $10.8 million, or 37%, to $40.2 million, for the nine months ended September 30, 2020. This increase was driven largely by the acquisition of Five Points on April 1, 2020, which contributed $8.5 million of management fee revenues in the year-to-date period in 2020. The remaining increase is due to additional fund closings in 2020, primarily RCP 14 and RCP 15 which resulted in a $2.7 million year-over-year increase, as well as a $0.9 increase for Columbia FoF II, which launched in Q4 of 2019. These increases were partially offset by a $1.0 million decrease in catch-up management fees year over year.

Other revenues, which represent ancillary elements of our business, decreased by $1.4 million, or 35%. The largest driver of this decrease is a $0.7 million decrease in consulting arrangement revenues versus the comparable period in 2019. This is due to a lack of any large closings by our primary consulting customer during the year-to-date period in 2020. Other revenues also decreased due to lower fees earned on deposits because of lower market interest rates during 2020.

Expenses

	Nine Months Ended September 30,			
	2020	2019	$ Change	% Change
OPERATING EXPENSES				
Compensation and benefits	15,813	9,231	6,582	71%
Professional fees	5,155	717	4,438	619%
General, administrative and other	3,178	3,193	(15)	0%
Amortization of intangibles	9,605	7,914	1,691	21%
Total operating expenses	33,751	21,055	12,696	60%

Total operating expenses increased by $12.7 million, or 60%, to $33.8 million, for the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019. This increase was primarily due to increases in compensation and benefits and professional fees.

Compensation and benefits expense increased by $6.6 million, or 71%, year over year. This increase was primarily due to the acquisition of Five Points on April 1, 2020, resulting in $4.1 million of related expenses for year-to-date 2020, which were not incurred in the comparable period for 2019. The increase is also a result of increased headcount and annual merit and performance-based increases.

Professional fees increased by $4.4 million, or 619%, to $5.2 million for the nine months ended September 30, 2020. There were several factors that resulted in this increase which primarily related to the business and corporate development activities taken in 2020. These are partially attributable to the acquisitions of Five Points and TrueBridge, which closed on April 1, 2020 and October 2, 2020, respectively, which resulted in $1.1 million and $1.2 million, respectively, of transaction related expenses in the 2020 year to date period. Additionally, there has been a significant increase in audit, tax, and advisory fees as the Company has taken steps to prepare for the Reorganization and IPO transaction contemplated and described throughout the accompanying prospectus.

General, administrative and other expenses remained relatively consistent year over year, as these costs have not required a significant amount of scaling as we have grown our business.

Amortization expense is largely comprised of amortization on the acquired management fee contract intangibles Amortization of intangibles increased by $1.7 million, or 21%, year over year, due primarily to the acquisition of Five Points which has resulted in an additional $2.2 million of amortization expense, which is partially offset by decreases in amortization of the acquired RCP management fee contract intangibles, as the associated amortization is on a declining curve over their estimated lives.

Other Income (Expense)

Imputed interest expense on notes payable to sellers (as these are non-interest-bearing notes) decreased by $0.8 million, or 51%, to $0.8 million for the nine months ended September 30, 2020. This year over year decrease was due primarily to a paydown of $19.8 million of the related notes payable outstanding during the nine months ended September 30, 2019, resulting in a lower average outstanding balance for the current year-to-date period.

Interest expense, net on long-term debt decreased by $0.5 million, or 7%, to $6.5 million for the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019. This decrease was primarily due to a decrease in the average LIBOR rate during 2020 versus the comparable period, which reduced the interest expense on our variable rate credit and guaranty facility, as well as a slight reduction in the average outstanding principal balance.

Income Tax Benefit

The income tax benefit recorded for the nine months ended September 30, 2020 decreased by $5.6 million, or 79% to $1.5 million, from the comparable period in 2019. The primary driver of the income tax benefit in both periods is the release of the valuation allowance against the Company's deferred tax asset, which is largely comprised of net operating loss carryforwards, and a significantly larger portion of the valuation allowance was released during the year-to-date period in 2019 as compared to 2020.

Year Ended December 31, 2019 compared to Year Ended December 31, 2018

	For the Years Ended December 31,			
	2019	2018	$ Change	% Change
REVENUES				
Management fees	$ 39,240	$ 30,211	$ 9,029	30%
Other revenue	5,662	3,790	1,872	49%
Total revenues	44,902	34,001	10,901	32%
OPERATING EXPENSES				
Compensation and benefits	12,343	9,829	2,514	26%
Professional fees	4,572	764	3,808	498%
General, administrative and other	4,624	4,373	251	6%
Amortization of intangibles	10,552	11,026	(474)	-4%
Other expense	—	747	(747)	-100%
Total operating expenses	32,091	26,739	5,352	20%
INCOME FROM OPERATIONS	12,811	7,262	5,549	76%
OTHER INCOME (EXPENSE)				
Interest expense implied on notes payable to sellers	(1,957)	(3,515)	1,558	-44%
Interest expense, net	(9,415)	(6,640)	(2,775)	42%
Total other expense	(11,372)	(10,155)	(1,217)	12%
Net income (loss) before income taxes	1,439	(2,893)	4,332	-150%
Income tax benefit	10,502	8,787	1,715	20%
NET INCOME	$ 11,941	$ 5,894	$ 6,047	103%

Revenues

Total revenues increased $10.9 million, or 32%, to $44.9 million, for fiscal 2019 compared to fiscal 2018, due primarily to higher management fees.

Management fees increased by $9.0 million, or 30%, to $39.2 million, for fiscal 2019 compared to fiscal 2018 due to several factors which primarily related to larger fund sizes and total FPAUM in 2019 compared to 2018,

earning a full year's worth of revenues from funds which launched in 2018, and new funds which were launched in 2019. There was also a $2.9 million year over year increase due to having a full year of revenue in 2019 for the Columbia Partners business which was acquired in October 2018. Another driver was $2.1 million recognized in fiscal 2019 for catch-up management fees earned in 2019 from investors that committed near the end of the fundraising period of funds that originally launched in prior periods, and as such the investors are required to pay a catch-up fee as if they had committed to the fund at the first closing. Additionally, the initial launch of a new RCP fund, RCP XIV, added approximately $1.3 million in revenues in 2019. The remaining increase is primarily due to having a full year of larger fund sizes for the RCP Direct III and RCP Secondary Opportunities Fund (SOF) III which had additional closings in late 2018, which generated $3.8 million of revenues in fiscal 2019.

Other revenues, which represent ancillary elements of our business, increased by $1.9 million, or 49%, year-over-year. This increase was primarily due to a $1.1 million increase in other advisory fees primarily due to the extension of a sub-advisory agreement to a customer who launched a new fund in 2019, resulting in $0.9 million of new revenues in 2019. Additionally, consulting revenues increased by $0.7 million in fiscal 2019 primarily driven by an additional closing completed by our consulting customer during 2019.

Expenses

	For the Years Ended December 31,			
	2019	2018	$ Change	% Change
Compensation and benefits	12,343	9,829	2,514	26%
Professional fees	4,572	764	3,808	498%
General, administrative and other	4,624	4,373	251	6%
Amortization of intangibles	10,552	11,026	(474)	-4%
Other expense	—	747	(747)	-100%
Total operating expenses	32,091	26,739	5,352	20%

Total operating expenses increased by $5.4 million, or 20%, to $32.1 million, for fiscal 2019 compared to fiscal 2018. This increase was primarily due to increases in compensation and benefits and professional fees.

Compensation and benefits expense increased by $2.5 million, or 26%, year over year. There were several components that contributed to this increase. The first was an increase in overall headcount throughout the year, primarily due to having a full year of compensation expenses for the employees of Columbia Partners and annual merit and performance-based compensation increases.

Professional fees increased by $3.8 million, or 498% to $4.6 million in fiscal 2019 due primarily to pursuing business development opportunities and scaling the business. Included in these costs were approximately $1.2 million of transaction costs related to our acquisition of Five Points which was acquired in April 2020, as well as approximately $2.3 million incurred in pursuing certain other potential acquisitions which were ultimately abandoned.

General, administrative and other expenses increased by $0.3 million, or 6%, year over year. This increase was due primarily to the addition of Columbia Partners and a scaling of the business.

Amortization of intangibles decreased by $0.5 million, or 4%, year over year, as the Company continued to amortize its definite lived intangible assets. The decrease was primarily due to a decrease in the amortization of management fund contracts, the amortization for which is based on related contract revenues that results in a declining amortization curve.

The other expense in fiscal 2018 was primarily related to an accrual recorded for the estimated net cash outflows associated with abandonment costs of one of our office leases in 2018. There were no similar expenses in fiscal 2019.

Other Income (Expense)

Imputed interest expense on notes payable to sellers (as these are non-interest-bearing notes) decreased by $1.6 million, or 44%, to $2.0 million for fiscal 2019. This year over year decrease was due primarily to a paydown of the gross notes payable outstanding during fiscal 2019 as compared to fiscal 2018.

Interest expense, net on long-term debt increased by $2.8 million, or 42%, to $9.4 million for fiscal 2019 compared to fiscal 2018. This increase was due to an increase in the average principal balances on our credit and guaranty facility during fiscal 2019 as compared to fiscal 2018.

Income Tax Benefit

Income tax benefit increased by $1.8 million, or 20%, to $10.5 million, for fiscal 2019 compared to fiscal 2018. The increase was due primarily to a deferred tax benefit of $10.9 million in 2019 compared to a deferred tax benefit of $8.9 million in 2018, an increase of approximately $2.0 million. This change in deferred tax benefit was primarily due to a larger release of our valuation allowance (which is primarily attributable to historical net operating loss carryovers) in 2019 as compared to 2018, partially offset by increases in deferred tax liabilities, as well as an increase in current tax expense due to higher income before income taxes in fiscal 2019.

Non-GAAP Financial Measures

Below is a description of our unaudited non-GAAP financial measures. These are not measures of financial performance under GAAP and should not be construed as a substitute for the most directly comparable GAAP measures, which are reconciled below. These measures have limitations as analytical tools, and when assessing our operating performance, you should not consider these measures in isolation or as a substitute for GAAP measures. Other companies may calculate these measures differently than we do, limiting their usefulness as a comparative measure.

We use Adjusted Net Income, or ANI, as well as Adjusted EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) to provide additional measures of profitability. We use the measures to assess our performance relative to our intended strategies, expected patterns of profitability, and budgets, and use the results of that assessment to adjust our future activities to the extent we deem necessary. ANI reflects our actual cash flows generated by our core operations. ANI is calculated as Adjusted EBITDA, less actual cash paid for interest and federal and state income taxes.

In order to compute Adjusted EBITDA, we adjust our GAAP net income for the following items:

- Expenses that typically do not require us to pay them in cash in the current period (such as depreciation, amortization and stock-based compensation)
- The cost of financing our business,
- Acquisition-related expenses which reflects the actual costs incurred during the period for the acquisition of new businesses, which primarily consists of fees for professional services including legal, accounting, and advisory,
- Registration-related expenses includes professional services associated with our prospectus process incurred during the period, and does not reflect expected regulatory, compliance, and other costs associated with which may be incurred subsequent to our Initial Public Offering, and
- The effects of income taxes

Adjusted Net Income reflects the cash payments made for interest, which differs significantly from total interest expense that includes non-cash interest on the non-interest-bearing Seller Notes related to our acquisitions of RCP 2 and RCP 3. Similarly, the cash income taxes paid during the periods is significantly lower than the net income tax benefit, which is primarily comprised of deferred tax expense as described in the results of operations.

	For the Nine Months Ended September 30, 2020	For the Year Ended December 31, 2019
Net Income	$ 3,186	$ 11,941
Add back (subtract):		
Depreciation and amortization	9,626	10,582
Interest expense, net	7,269	11,372
Income tax benefit	(1,513)	(10,502)
Acquisition-related expenses	2,753	3,500
Registration-related expenses	659	—
Non-cash stock based compensation	522	417
Adjusted EBITDA	22,502	27,310
Less:		
Cash interest expense	(6,172)	(5,756)
Cash income taxes	(441)	—
Adjusted Net Income	$ 15,889	$ 21,554

Liquidity and Capital Resources

Historical Liquidity and Capital Resources

We have continued to support our ongoing operations through the receipt of management and advisory fee revenues. However, to fund our continued growth, we have utilized capital obtained through debt and equity raises. Our ability to continue to raise funds will be critical as we pursue additional business development opportunities and new acquisitions.

In order to fund the acquisitions of RCP 2, in October 2017, the Company issued non-interest bearing Secured Promissory Notes Payable (“2017 Seller Notes”) in the amount of $81.3 million to the sellers of RCP 2. On January 3, 2018, the Company issued non-interest bearing Secured Promissory Notes Payable (“2018 Seller Notes”) in the amount of $22.1 million to the sellers of RCP 3. Additionally, in connection with the acquisition, the Company issued non-interest-bearing tax amortization benefits in the amount of $48.4 million (“TAB Payments”) to the owners of RCP 3. The 2017 Seller Notes, the 2018 Seller Notes, and the TAB Payments are collectively referred to as “Notes payable to sellers.”

The Company’s indirect wholly owned subsidiary, P10 RCP Holdco, LLC (“HoldCo”), entered into a Credit and Guaranty Facility with HPS Investment Partners, LLC (HPS), an unrelated party, as administrative agent and collateral agent on October 7, 2017 (the Facility). The Facility provides for a $130.0 million senior secured credit facility in order to refinance the existing debt obligations of RCP Advisors and provide for the financing to repay the seller notes (the “Seller Notes”) due resulting from the acquisition of RCP Advisors. The Facility provides for a $125 million five-year term loan and a $5 million one-year line of credit. The line of credit was repaid and subsequently expired during 2018. This Facility was amended to provide additional term loan borrowings as further described below.

During the nine-month period ended September 30, 2020, we raised $31.0 million of cash through the issuance of redeemable preferred equity interests through the issuance of shares in our subsidiary, P10 Intermediate. We utilized these funds and $15.8 million of cash on hand to fund the acquisition of Five Points, along with issuing the seller additional shares worth $20.1 million.

In October 2020, we entered into an amendment to our Facility with HPS to fund the acquisition of TrueBridge, which provided us with an additional $91.4 million of cash proceeds under a new term loan tranche. Additionally, we obtained $4.0 million of cash proceeds through the issuance of additional redeemable preferred equity interests and issued redeemable preferred shares worth $94.4 million to the sellers.

In December 2020, we entered into another amendment to our Facility with HPS to fund the acquisition of ECG and ECP, which provided us with an additional $66.6 million of cash proceeds under a new term loan tranche. We also obtained $11.0 million of cash proceeds through the issuance of additional redeemable preferred equity interests and issued redeemable preferred shares worth $26.9 million to the sellers.

Cash Flows

Nine months ended September 30, 2020 compared to nine months ended September 30, 2019

The following table reflects our cash flows for the nine-month periods ended September 30, 2020 and 2019:

	Nine Months Ended September 30,			
	2020	2019	$ Change	% Change
Net cash provided by operating activities	$ 16,413	$13,279	$ 3,134	24%
Net cash used in investing activities	(46,904)	(514)	(46,390)	9025%
Net cash provided by (used in) financing activities	27,948	(4,781)	32,729	-685%
Increase (decrease) in cash and cash equivalents and restricted cash	$ (2,543)	$ 7,984	$(10,527)	-132%

Operating Activities

Cash from operating activities increased $3.1 million or 24%, to $16.4 million. The increase is driven primarily by changes in the timing of payments and receipts associated with our working capital balances. For the nine months ended September 30, 2020, the timing of our payments for accounts payable and accrued expenses resulted in a favorable cash impact of $4.7 million, compared to an favorable cash impact of $0.5 million in the comparable period for 2019. This was partially offset by favorable cash timing impacts in 2019 associated with collections of amounts due from related parties and deferred revenues as compared to the related cash impacts of those amounts in 2020.

Investing activities

The cash used in investing activities increased by $46.4 million or 9,025%. This large increase was due almost entirely to the $46.6 million of net cash used in the acquisition of Five Points during 2020.

Financing Activities

Financing activities provided $27.9 million of cash for the nine months ended September 30, 2020, as compared to cash used of $4.8 million in the comparable period for 2019. The large favorable increase was due to the issuance of redeemable non-controlling interest of $31.0 million, which was used to fund the acquisition of Five Points as described above, which was partially offset by cash outflows for debt of $3.0 million. In the comparable period for 2019, we had net outflows associated with our debt facilities of $4.8 million.

Year Ended December 31, 2019 compared to Year ended December 31, 2018

The following table reflects our cash flows for fiscal 2019 compared to fiscal 2018:

	For the Years Ended December 31,			
	2019	2018	$ Change	% Change
Net cash provided by operating activities	$16,813	$ 16,102	$ 711	4%
Net cash used in investing activities	(655)	(12,917)	12,262	-95%
Net cash (used in) provided by financing activities	(5,643)	3,615	(9,258)	-256%
Increase in cash and cash equivalents and restricted cash	$10,515	$ 6,800	$ 3,715	55%

Operating Activities

Net cash provided by operating activities increased $0.7 million, or 4%, to $16.8 million for fiscal 2019 compared to fiscal 2018. The increases in the operating cash flows were primarily driven by changes in the timing of payments for prepaid expenses, which resulted in additional cash being at the end of fiscal 2019 as compared to fiscal 2018.

Investing Activities

Cash used in investing activities decreased by $12.3 million, or 95%, to $0.7 million for fiscal 2019. The decreases were almost entirely due to the completion of the acquisition of RCP Advisors in January 2018, resulting in a net outflow of $12.9 million in fiscal 2018. This decrease was partially offset by the post-closing payments associated with Columbia Partners paid in fiscal 2019 of $0.6 million.

Financing Activities

For fiscal 2019, the cash used in financing activities was $5.6 million, compared to cash provided of $3.6 million in fiscal 2018. The change is due primarily to net borrowings on the credit and guaranty facility of $14.1 million in fiscal 2019 compared to $92.9 million in fiscal 2018, and only $19.8 million of repayments of notes payable in fiscal 2019 as compared to $89.0 million in fiscal 2018.

Future Sources and Uses of Liquidity

We generate significant cash flows from operating activities. We believe that we will be able to continue to meet our current and long-term liquidity and capital requirements through our cash flows from operating activities, existing cash and cash equivalents, and our external financing activities which may include refinancing of existing indebtedness or the pay down of debt using proceeds of equity offerings.

We intend to use a portion of the proceeds raised in the initial public offering contemplated throughout this prospectus to pay down the debt obligations of the Company which existed as of, as well as those incurred after, September 30, 2020. See “Use of Proceeds” and “Capitalization.” We believe we will also continue to evaluate opportunities, based on market conditions, to access the capital markets and use proceeds from the issuance of equity securities or debt instruments, to continue funding acquisitions and expanding our operations.

Off Balance Sheet Arrangements

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

Contractual Obligations, Commitments and Contingencies

In the ordinary course of business, we enter contractual arrangements that require future cash payments. The following table sets forth information regarding our anticipated future cash payments under our contractual obligations as of December 31, 2019:

	Total	Less than 1 year	Years 1-3	Years 3-5	Thereafter
Operating lease obligations (1)	$ 7,690	$ 1,425	$ 2,863	$ 2,796	$ 606
Debt obligations (2)	164,965	3,443	103,529	6,454	51,539
	$172,655	$ 4,868	$106,392	$ 9,250	$ 52,145

1) We lease office space under agreements that expire periodically through 2027. The table only includes guaranteed minimum lease payments under these agreements and does not project other related payments.
2) Debt obligations presented in the table reflect scheduled principal payments related to the various debt instruments of the Company. As described elsewhere in this prospectus, we intend to use a portion of the proceeds from this Merger transaction to repay in full the indebtedness of the Company under these facilities.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include the accounts of the Company and its consolidated subsidiaries. The preparation of the Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. We believe the following critical accounting policies could potentially produce materially different results if we were to change the underlying assumptions, estimates, or judgements. See Note 2, "Significant Accounting Policies" in the annual and interim P10 Holdings, Inc. consolidated financial statements contained elsewhere in this prospectus for a summary of our significant accounting policies.

Basis of Presentation

The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the U.S. GAAP and include the accounts of the Company and its consolidated subsidiaries. The Company performs an analysis to determine whether it is required to consolidate entities, by determining if the Company has a variable interest in each entity and whether that entity is a variable interest entity ("VIE"). The Company performs the variable interest analysis for all entities in which it has a potential variable interest, which primarily consist of all partnerships where the Company serves as the general partner or managing member, and general partner entities not wholly owned by the Company. If the Company has a variable interest in the entity and the entity is a VIE, it will also analyze whether the Company is the primary beneficiary of this entity and whether consolidation is required. The consolidated subsidiaries include P10 Intermediate which owns the subsidiaries Holdco and Five Points. Holdco is the entity holding the acquisition financing debt and owns the subsidiaries RCP 2 and RCP 3. All intercompany transactions and balances have been eliminated upon consolidation. The Funds, including the general partners or managing members of such Funds are not consolidated. The Company has no economic interest, ownership in or beneficiary interest in the performance of the Funds (except for a 5% carried interest in RCP FF Small Buyout Co-Investment Fund, LP). RCP 2, RCP 3 and Five Points serve as the advisors of the Funds and receive management fees for the services performed.

Principles of Consolidation

The Company performs the variable interest analysis for all entities in which it has a potential variable interest, which primarily consist of all partnerships where the Company serves as the general partner or managing member, and general partner entities not wholly owned by the Company. If the Company has a variable interest in the entity and the entity is a VIE, it will also analyze whether the Company is the primary beneficiary of this entity and whether consolidation is required.

VIEs are primarily entities that lack sufficient equity to finance their activities without additional financial support from other parties or whose equity holders, as a group, lack one or more of the following characteristics: (a) direct or indirect ability to make decisions, (b) obligation to absorb expected losses or (c) right to receive expected residual returns. A VIE must be evaluated quantitatively and qualitatively to determine the primary beneficiary, which is the reporting entity that has (a) the power to direct activities of a VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. The primary beneficiary is required to consolidate the VIE for financial reporting purposes.

To determine a VIE's primary beneficiary, we perform a qualitative assessment to determine which party, if any, has the power to direct activities of the VIE and the obligation to absorb losses and/or receive its benefits. This assessment involves identifying the activities that most significantly impact the VIE's economic performance and determine whether it, or another party, has the power to direct those activities. When evaluating whether we are the primary beneficiary of a VIE, we perform a qualitative analysis that considers the design of the VIE, the nature of our involvement and the variable interests held by other parties.

Entities that do not qualify as VIEs are assessed for consolidation as voting interest entities under the voting interest model. Under the voting interest model, the Company consolidates those entities it controls through a majority voting interest or other means.

Revenue Recognition of Management Fees and Management Fees Received in Advance

On January 1, 2019, the Company adopted ASC 606, Revenue from Contracts with Customers ("ASC 606") using the modified retrospective method. As a result, prior period amounts continue to be reported under legacy GAAP. The adoption did not change the historical pattern of recognizing revenue for management fees. Accordingly, the Company did not record a cumulative adjustment upon adoption.

Revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company's significant management and advisory contracts.

The Company's sources of revenue currently include management fee contracts, subscriptions, consulting agreements and referral fees and advisory services fees.

The Company generally earns management fees on the Funds for ten years from the inception date for each Fund. The fee is typically a fixed percentage of limited partner committed capital during the investment period, and then typically steps down to a new rate on either limited partner committed capital, net invested capital, or underlying commitments, as appropriate, by fund. Management fees received in advance reflects the amount of management fees that have been received prior to the period the fees are earned from the underlying Funds. These fees are recorded as deferred revenue on the Consolidated Balance Sheets.

The Company typically satisfies its performance obligation over time as the services are rendered, since the Funds simultaneously receive and consume the benefits provided as the Company performs the service. Revenue for investment management services provided is recognized when the Company has performed all contractual services for the defined service period, and fees have been earned.

Other revenue on the Consolidated Statements of Operations mostly consists of subscriptions, consulting agreements and referral fees, and advisory services fees. The subscription and consulting agreements typically have renewable one-year lives, and revenue is recognized ratably over the current term of the subscription or the agreement. If subscriptions or fees have been paid in advance, these fees are recorded as deferred revenue on the Consolidated Balance Sheets. Referral fee revenue is recognized upon closing of certain opportunities. Advisory services fees mostly include management fees earned on nondiscretionary advisory relationships. The Company generally receives management fees from these investors in advance on a quarterly basis. These management fees are recognized and recorded in a similar fashion to the Fund management fees as described above.

Income Taxes

Current income tax expense represents our estimated taxes to be paid or refunded for the current period. In accordance with ASC 740, Income Taxes (“ASC 740”), we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are recorded to reduce deferred tax assets to the amount we believe is more likely than not to be realized.

Uncertain tax positions are recognized only when we believe it is more likely than not that the tax position will be upheld on examination by the taxing authorities based on the merits of the position. We recognize interest and penalties, if any, related to uncertain tax positions in income tax expense.

We file various federal and state and local tax returns based on federal and state local consolidation and stand-alone tax rules as applicable.

Stock-Based Compensation Expense

Stock-based compensation is accounted for using the Black Scholes option valuation model. Stock-based compensation cost is estimated at the grant date based on the fair-value of the award and is recognized as expense ratably over the requisite service period of the award, generally five years. The share price is based on the OTC Markets trailing five days trading prices of the Company’s shares on the grant date of the award. Expected life is based on the vesting period and expiration date. Stock price volatility is estimated based on a group of similar publicly traded companies determined to be most reflective of the expected volatility of the Company due to the nature of operations of these entities. The risk-free rates are based on the U.S. Treasury yield in effect at the time of grant. Forfeitures are accounted for as they occur.

Business Acquisitions

In accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 805, Business Combinations (“ASC 805”), the Company identifies a business to have three key elements: inputs, processes, and outputs. While an integrated set of assets and activities that is a business usually has outputs, outputs are not required to be present. In addition, all the inputs and processes that a seller uses in operating a set are not required if market participants can acquire the set and continue to produce outputs. In addition, the Company also performs a screen test to determine when a set is not a business. The screen requires that when substantially all the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. If the set is not considered a business, it is accounted for as an asset acquisition using a cost accumulation model. In the cost accumulation model, the cost of the acquisition, including certain transaction costs, is allocated to the assets acquired on the basis of relative fair values.

The Company includes the results of operations of acquired businesses beginning on the respective acquisition dates. In accordance with ASC 805, the Company allocates the purchase price of an acquired business to its identifiable assets and liabilities based on the estimated fair values using the acquisition method. The excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill. The excess value of the net identifiable assets and liabilities acquired over the purchase price of an acquired business is recorded as a bargain purchase gain. The Company uses all available information to estimate fair values of identifiable intangible assets and property acquired. In making these determinations, the Company may engage an independent third-party valuation specialist to assist with the valuation of certain intangible assets, notes payable, and tax amortization benefits.

Goodwill and Intangible Assets

Goodwill is initially measured as the excess of the cost of the acquired business over the sum of the amounts assigned to assets acquired less the liabilities assumed. As of September 30, 2020, goodwill recorded on our Consolidated Balance Sheets relates to the acquisitions of RCP 2, RCP 3 and Five Points. As of September 30, 2020, the intangible assets are comprised of indefinite-lived intangible assets and finite-lived intangible assets related to the acquisitions of RCP 2, RCP 3 and Five Points.

Indefinite-lived intangible assets and goodwill are not amortized. Finite-lived technology is amortized using the straight-line method over its estimated useful life, which is typically 4 years. Finite-lived management fund contracts, which relate to acquired separate accounts and funds and investor/customer relationships with a specified termination date, are amortized in line with contractual revenue to be received, which range between 9 and 10 years. Certain of our trade names are considered to have finite-lives. Finite-lived trade names are amortized over 10 years in line with the pattern in which the economic benefits arise.

Goodwill is reviewed for impairment at least annually utilizing a qualitative or quantitative approach and more frequently if circumstances indicate impairment may have occurred. The impairment testing for goodwill under the qualitative approach is based first on a qualitative assessment to determine if it is more likely than not that the fair value of the Company’s reporting unit is less than the respective carrying value. The reporting unit is the reporting level for testing the impairment of goodwill. If it is determined that it is more likely than not that a reporting unit’s fair value is less than its carrying value, or when the quantitative approach is used, a two-step quantitative assessment is performed to (a) calculate the fair value of the reporting unit and compare it to its carrying value, and (b) if the carrying value exceeds its fair value, to measure an impairment loss.

The Company performed the annual goodwill impairment assessment as of September 30, 2020 and 2019 and concluded that goodwill was not impaired. The Company has not recognized any impairment charges in any of the periods presented.

Recently Issued Accounting Pronouncements

Refer to the accompanying consolidated financial statements of P10 Holdings for discussion of accounting pronouncements which have not yet been adopted.

Qualitative and Quantitative Disclosures about Market Risk

In the normal course of business, we are exposed to a broad range of risks inherent in the financial markets in which we participate, including price risk, interest-rate risk, access to and cost of financing risk, liquidity risk, and counterparty risk. Potentially negative effects of these risks may be mitigated to a certain extent by those aspects of our investment approach, investment strategies or other business activities that are designed to benefit, either in relative or absolute terms, from periods of economic weakness, tighter credit or financial market dislocations.

Our predominant exposure to market risk is related to our role as general partner or investment manager for our specialized investment vehicles and the sensitivities to movements in the fair value of their investments and overall returns for our investors. Since our management fees are generally based on commitments or net invested capital, our management fee and advisory fee revenue is not significantly impacted by changes in investment values, but unfavorable changes in the value of the assets we manage could adversely impact our ability to attract and retain our investors.

Fair value of the financial assets and liabilities of our specialized investment vehicles may fluctuate in response to changes in the value of underlying assets, and interest rates.

Interest Rate Risk

As of September 30, 2020, we had $104.4 million in borrowings outstanding under our Credit and Guaranty Facility. The annual interest rate on the Term Loan is based on LIBOR, subject to a floor of 1.00%, plus 6.00%. On September 30, 2020 the interest rate on these borrowings was 7.00%. We estimate that a 100-basis point increase in the interest rate would result in an approximately $1.0 million increase in interest expense related to the loan over the next 12 months.

In July 2017, the UK's Financial Conduct Authority, which regulates LIBOR, announced that it intends to phase out LIBOR as a benchmark by the end of 2021. At the present time, our Facility has a term that extends beyond 2021. The Facility provides for a mechanism to amend the underlying agreements to reflect the establishment of an alternate rate of interest. However, we have not yet pursued any amendment or other contractual alternative to our Facility to address this matter. We are currently evaluating the potential impact of the eventual replacement of the LIBOR interest rate.

Credit Risk

We are party to agreements providing for various financial services and transactions that contain an element of risk in the event that the counterparties are unable to meet the terms of such agreements. In such agreements, we depend on the respective counterparty to make payment or otherwise perform. We generally endeavor to minimize our risk of exposure by limiting the counterparties with which we enter into financial transactions to reputable financial institutions. In other circumstances, availability of financing from financial institutions may be uncertain due to market events, and we may not be able to access these financing markets.

Implications of Being an Emerging Growth Company

We are an emerging growth company, and we are eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies. These provisions include, among other matters:

- a provision allowing us to provide fewer years of financial statements and other financial data in an initial public offering registration statement;

- an exemption from the auditor attestation requirement in the assessment of the emerging growth company's internal control over financial reporting;
- an exemption from new or revised financial accounting standards until they would apply to private companies and from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation;
- reduced disclosure about the emerging growth company's executive compensation arrangements; and
- no requirement to seek non-binding advisory votes on executive compensation or golden parachute arrangements.

The JOBS Act provides that an emerging growth company may take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use this extended transition period until we are no longer an emerging growth company or until we affirmatively and irrevocably opt out of the extended transition period. As a result, our financial statements may not be comparable to those for companies that comply with new or revised accounting pronouncements as of public company effective dates.

We have elected to adopt certain reduced disclosure requirements and the exemption from the auditor attestation requirement available to emerging growth companies. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold, or may contemplate holding, equity interests. In addition, it is possible that some investors will find our Class A common stock less attractive as a result of our elections, which may cause a less active trading market for our Class A common stock and more volatility in the price of our Class A common stock.

We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least $1.07 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of our capital stock that is held by non-affiliates exceeds $700 million as of the prior June 30, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period.

BUSINESS OF P10

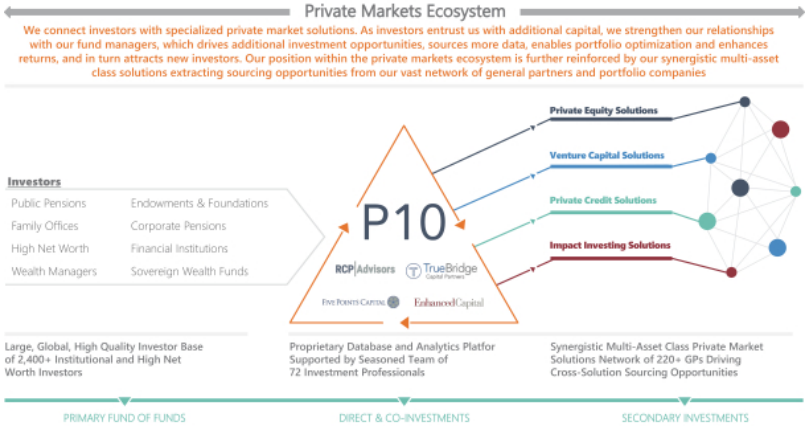
Our Company

We are a leading multi-asset class private market solutions provider in the alternative asset management industry. Our mission is to provide our investors differentiated access to a broad set of solutions and specialized investment vehicles across highly attractive asset classes and geographies that generate superior risk-adjusted returns. Our existing portfolio of solutions across *Private Equity*, *Venture Capital*, *Private Credit* and *Impact Investing* supports our mission by offering a comprehensive set of specialized investment vehicles to our investors, including primary fund of funds, secondary investment, direct investment and co-investments.

Our revenue is composed almost entirely of recurring management and advisory fees, with the vast majority of fees earned on committed capital that is typically subject to ten to fifteen year lock up agreements. We have an attractive business model that is underpinned by highly recurring, diversified management and advisory fee revenues, and strong free cash flow. The nature of our solutions and the integral role that our solutions play in our investors' investment decisions have translated into high revenue visibility and investor retention.

We are differentiated by the scale, depth, diversity and investment performance of our solutions, which are bolstered by the investment expertise of our investment team, our long-standing access to leading fund managers, our robust and constantly expanding data capabilities and our disciplined investment process. We market our solutions under well-established brands within the specialized markets in which we operate. These include RCP Advisors, our *Private Equity* solution; TrueBridge, our *Venture Capital* solution; Five Points, our *Private Credit* solution (which also offers certain private equity solutions); and Enhanced, our *Impact Investing* solution. We believe adding new asset class solutions will foster deeper manager relationships, enabling managers and portfolio companies alike to benefit from our offering.

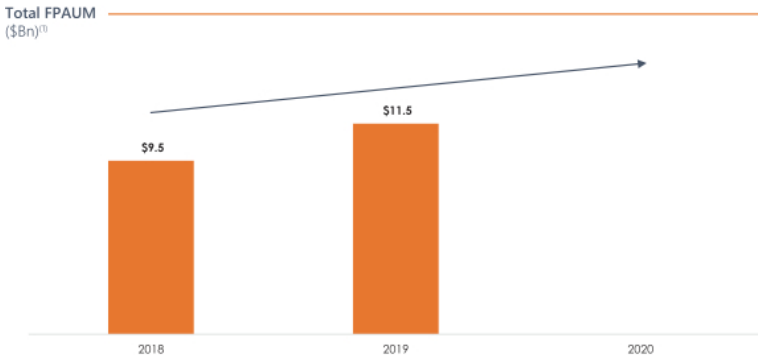
Our success and growth have been driven by our long history of strong performance and our position in the private markets ecosystem, connecting investors with specialized private market solutions. We believe our growing scale in the middle and lower-middle market provides us a competitive advantage with investors and fund managers. In addition, our senior investment professionals have developed strong and long-tenured relationships with leading middle and lower middle market private equity and venture capital firms, which we believe provides us with differentiated access to the relationship-driven middle and lower-middle market private equity and venture capital sectors. As we expand our offerings, our investors entrust us with additional capital, which strengthens our relationships with our fund managers, drives additional investment opportunities, sources more data, enables portfolio optimization and enhances returns, and in turn attracts new investors. We believe this powerful feedback process will continue to strengthen our position within the private markets ecosystem. In addition, our multi-asset class solutions are highly synergistic, and coupled with our vast network of general partners and portfolio companies, drive cross-solution sourcing opportunities.



Our global investor base includes some of the world's largest institutional investors, including pension funds, endowments, foundations, corporate pensions and financial institutions. In addition, we have a strong footprint within some of the most prominent family offices and high net worth individuals. We have a leading presence in North America where the majority of our capital is currently being deployed and leverage our differentiated solutions to serve our global investors.

As of December 31, 2020, we had 144 employees, including 72 investment professionals across 10 offices located in 9 states. Over 60 of our employees have an equity interest in P10, collectively owning nearly 73% of the Company on a fully-diluted basis prior to this offering.

We managed $12.3 billion in fee-paying assets under management ("FPAUM") from which we earn management and advisory fees as of September 30, 2020, determined on a pro forma basis. In addition, our FPAUM has grown at a compounded annual growth rate ("CAGR") of % from December 31, 2018 to December 31, 2020, determined on a pro forma basis as if the acquisition of Five Points, TrueBridge and Enhanced were completed as of January 1, 2018.

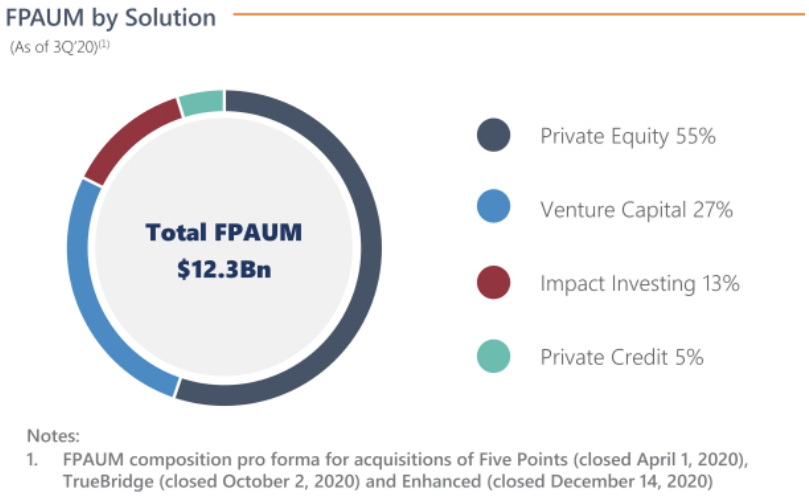


Notes:
1. FPAUM pro forma for acquisitions of Five Points (closed April 1, 2020) ,TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Between December 31, 2018 and December 31, 2020, our total revenues increased to $ million, our net income increased % to $ million, and our ANI increased % to $ million, each determined on a pro forma basis as if the acquisition of Five Points, TrueBridge and Enhanced were completed as of January 1, 2018. Refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional discussion regarding ANI and how it is derived.

Our Solutions

We operate and invest across private markets through a number of specialized investment solutions. We offer the following solutions to our investors:



Notes:
1. FPAUM composition pro forma for acquisitions of Five Points (closed April 1, 2020), TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Private Equity Solutions (PES)

Under PES, we make direct and indirect investments in middle and lower-middle market private equity across North America. The PES investment team, which is comprised of 33 investment professionals with an average of 23+ years of experience, has deep and long-standing investor and fund manager relationships in the middle and lower-middle market which it has cultivated over the past 20 years, including over 1,800+ investors, 165+ fund managers, 375+ private market funds and 1,800+ portfolio companies. PES occupies a differentiated position within the private markets ecosystem helping our investors access, perform due diligence, analyze and invest in what we believe are attractive middle and lower-middle market private equity opportunities. We are further differentiated by the scale, depth, diversity and accuracy of our constantly expanding proprietary private markets database that contains comprehensive information on more than 2,500 investment firms, 4,000 funds, 25,000 individual transactions, 30,000 private companies and 175,000 financial metrics. As of September 30, 2020 pro forma, PES managed $6.8 billion of FPAUM.

Venture Capital Solutions (VCS)

Under VCS, we make investments in venture capital funds across North America and specialize in targeting high-performing, access-constrained opportunities. The VCS investment team, which is comprised of 10 investment professionals with an average of 18+ years of experience, has deep and long-standing investor and fund manager relationships in the venture market which it has cultivated over the past 14+ years, including over 540+ investors, 60+ fund managers, 55 direct investments, 230+ private market funds and 6,500+ portfolio companies. Our VCS solution is differentiated by our innovative strategic partnerships and our vantage point within the venture capital and technology ecosystems, maximizing advantages for our investors. In addition,

since 2011, we have partnered with Forbes to publish the Midas List, a ranking of the top value-creating venture capitalists. As of September 30, 2020 pro forma, VCS managed $3.3 billion of FPAUM.

Private Credit Solutions (PCS)

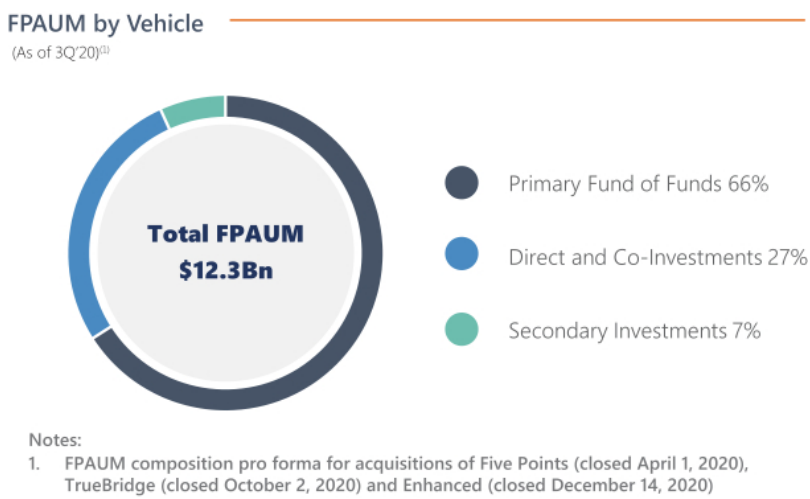
Under PCS, we primarily make debt investments across North America, targeting lower middle market companies owned by leading financial sponsors and also offer certain private equity solutions. The PCS investment team, which is comprised of 17 investment professionals with an average of 21+ years of experience, has deep and long-standing relationships in the private credit market which it has cultivated over the past 22 years, including 180+ investors, across 11 funds, including 3 SBIC funds and 64 portfolio companies with over $760+ million capital deployed. Our PCS is differentiated by our relationship-driven sourcing approach providing capital solutions for growth-oriented companies. We are further synergistically strengthened by our PES network of fund managers, characterized by more than 575 credit opportunities annually. We currently maintain 45+ active sponsor relationships and have 60+ platform investments. As of September 30, 2020 pro forma, PCS managed $0.6 billion of FPAUM.

Impact Investing Solutions (IIS)

Under IIS, we make equity, tax equity, and debt investments in impact initiatives across North America. IIS primarily targets investments in renewable energy development and historic building renovation projects, as well as providing capital to small businesses that are women or minority owned or operating in underserved communities. The IIS investment team, which is comprised of 12 investment professionals with an average of 21+ years of experience, has deep and long-standing relationships in the impact market which it has cultivated over the past 20 years, including deploying capital on behalf of over 81 investors and 36 investment vehicles. We are differentiated in both the breadth of impact areas served, the type of capital deployed and the duration of our track record. We have collectively deployed over $3.0 billion into 600+ projects, supporting 380+ businesses across 36 states since 2000, including $550 million capital deployed in impact credit and 535 KWh of renewable energy produced through 2019. As of September 30, 2020 pro forma, IIS managed $1.6 billion of FPAUM.

Our Vehicles

We have a flexible business model whereby our investors engage us across multiple specialized private market solutions through different specialized investment vehicles. We offer the following vehicles for our investors:



Notes:
1. FPAUM composition pro forma for acquisitions of Five Points (closed April 1, 2020), TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Primary Fund of Funds

Primary fund of funds refer to investment vehicles which target investments in new private markets funds, which in turn invest directly in portfolio companies. P10's primary fund of funds include both commingled investment vehicles with multiple investors, as well as our customized separate accounts, which typically include one investor. P10's primary investments are made during a fundraising period in the form of capital commitments, which are called upon by the fund manager and utilized to finance its investments in portfolio companies during a predefined investment period. We receive a fee stream that is typically based on our investors' committed, locked-in capital. Capital commitments typically average ten to fifteen years, though they may vary by fund and strategy. We offer primary fund of funds across our private equity and venture capital solutions. Our primary funds comprise approximately $8.1 billion of our FPAUM on a pro forma basis as of September 30, 2020.

Direct and Co-Investment Funds

Direct and co-investments involve acquiring an equity interest in or making a loan to an operating company, project, property or asset, typically by co-investing alongside an investment by a fund manager or by investing directly in the underlying asset. P10's direct and co-investment funds include both commingled investment vehicles with multiple investors as well as our customized separate accounts, which typically include one investor. Capital committed to direct investments and co-investments is typically invested immediately, thereby advancing the timing of expected returns on investment. We typically receive fees from investors based upon committed capital, with some funds receiving fees based on invested capital; capital commitments which typically average ten to fifteen years, though they may vary by fund. We offer direct and co-investment funds across our private equity, venture capital, private credit and impact investing solutions. Our direct investing platform comprises approximately $3.4 billion of our FPAUM on a pro forma basis as of September 30, 2020.

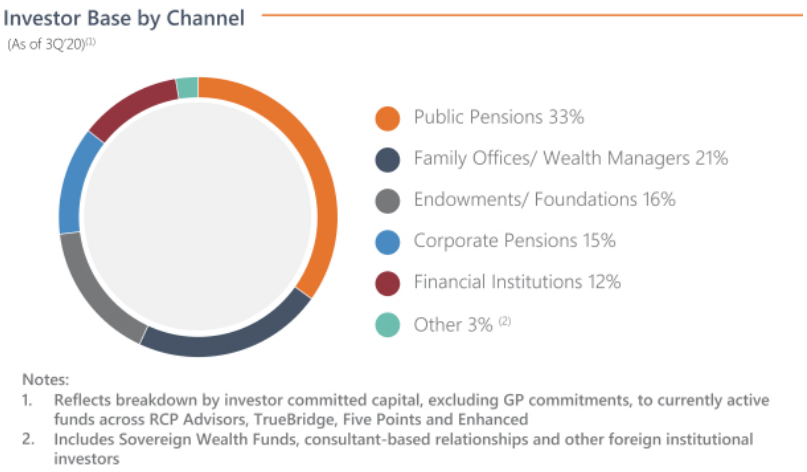
Secondaries

Secondaries refer to investments in existing private markets funds through the acquisition of an existing interest by one investor from another in a negotiated transaction. In so doing, the buyer agrees to take on future funding obligations in exchange for future returns and distributions. Because secondary investments are generally made when a primary investment fund is three to seven years into its investment period and has deployed a significant portion of its capital into portfolio companies, these investments are viewed as more mature. We typically receive fees from investors on committed capital for a decade, the typical life of the fund. We currently offer secondaries funds across our private equity solutions. Our secondary funds comprise approximately $0.8 billion of our FPAUM on a pro forma basis as of September 30, 2020.

Our Investors

We believe our comprehensive value proposition across our private market solutions, vehicles offering, data analytics, portfolio monitoring and reporting has enabled us to build strong relationships with our existing investors and to attract new high-quality investors. We leverage our differentiated approach to serve a broad set of investors across multiple geographies. As of September 30, 2020 pro forma, we have a global investor base of over 2,400+ investors, across 46 states, 29 countries and 6 continents – including some of the world's largest pension funds, endowments, foundations, corporate pensions and financial institutions. In addition, we have a strong footprint within some of the most prominent family offices and high net worth individuals.

The following chart illustrates the diversification of our pro forma investor base as of September 30, 2020:



Our Distribution and Marketing

We continuously seek to strengthen and expand our relationships with our current and prospective investors. We have a dedicated team of approximately 23 professionals focused on business development and investor relations. Our business development and investor relations teams maintain an active and transparent dialogue

with an expansive list of existing and prospective investors and while we have a leading presence in North America, we have cultivated relationships with a number of international investors.

Our business development and investor relations professionals frequent dialogue with existing and prospective investors, enable us to monitor investor preferences and tailor future product offerings to meet investor demand. Prospective investors that wish to learn more about us often visit our offices to conduct in-depth due diligence of our firm. Our business development and investor relations professionals lead this process, coordinate meetings, and continue to be the prospective investor's principal point of contact throughout their decision-making process. Our business development and investor relations professionals are also responsible for being the principal points of contact for our existing investors, and for our customized separate accounts, we work with each investor to design and implement a specific strategic plan in accordance with the investment guidelines agreed to by us and the investor.

In addition to our direct relationship management efforts, we also work with various consultants that investors rely on for private markets investing advice. As of September 30, 2020, we have over 100 consultant relationships.

Our History

Our entry into becoming a multi-asset class private market solutions provider in the alternative asset management industry originated with our acquisitions of RCP Advisors in October 2017 and January 2018, respectively.

RCP Advisors was founded in 2001 and is a leading sponsor of private equity, funds-of-funds, secondary funds and co-investment funds. Since its founding, RCP Advisors has raised approximately $7 billion of committed capital and maintains one of the largest internal teams dedicated to North America middle and lower-middle market private equity.

P10 Holdings was founded as a Texas corporation in 1992 and reincorporated in Delaware in 2000. On November 19, 2016, P10 Holdings completed the sale of substantially all of its assets and liabilities and operations and became a non-operating company focused on monetizing our retained intellectual property and acquiring profitable businesses and our business primarily consisted of cash, certain retained intellectual property assets and our net operating losses and other tax benefits. In March 2017, P10 Holdings filed for re-organization under Chapter 11 of the Federal Bankruptcy Code, using a prepackaged plan of reorganization. In connection with the filing, P10 Holdings entered into a Restructuring Support Agreement with 210/P10 Investment LLC, as well as a Restructuring Support Agreement with the 2016 purchaser of our assets. P10 Holdings emerged from bankruptcy on May 3, 2017. A key feature of the Restructuring Support agreement included 210/P10 Investment LLC providing capital and management for the company post-bankruptcy. P10 Holdings' initial acquisition of RCP Advisors was consummated after it had emerged from bankruptcy. In connection with our acquisition of RCP Advisors, P10 Holdings rebranded its name from P10 Industries, Inc. to P10 Holdings, Inc.

Our mission consists of creating a private market solutions provider in the alternative asset management industry that provides investors differentiated access to a broad set of solutions and specialized investment vehicles across highly attractive asset classes and geographies generating competitive risk-adjusted returns.

We specifically aim to eliminate perceived challenges facing many publicly traded alternative asset management firms, (i) earnings volatility due to lumpiness of carried interest, (ii) tax complexities from the ownership of management and advisory fees and carried interest in publicly traded partnerships and (iii) potential misalignment of interest between investment professionals and the shareholders.

With this mission as our guide, as described above in October 2017 and January 2018, we closed on the acquisition of RCP. Then, in April 2020, we closed on the acquisition of Five Points, a leading lower middle

market alternative investment manager focused on providing both equity and debt capital to private, growth-oriented companies and LP capital to other private equity funds, with all strategies focused exclusively in the U.S. lower middle market. Since its founding over two decades ago, Five Points has successfully raised and deployed in excess of $1.5 billion on behalf of institutional and high net worth clients. In October 2020, we closed on the acquisition of TrueBridge, a leading venture capital investment firm managing more than $3.3 billion in assets. TrueBridge invests in venture and seed/micro-VC funds focused primarily on early-stage IT, as well as directly in select venture and growth stage technology companies. In December 2020, we closed on the acquisition of Enhanced Capital, LLC, a leading impact investment firm with a two decade history of deploying capital into socially responsible investment areas including small business lending, renewable energy, and women and minority owned businesses. Since inception, Enhanced has deployed in excess of $3 billion across its impact verticals. Today, P10 is a leading multi-asset class private market solutions provider in the alternative asset management industry. We are differentiated by the scale, depth, diversity and investment performance of our solutions, which are underpinned by the investment expertise of our investment team, our long-standing access to leading fund managers, our robust and constantly expanding data capabilities and our disciplined investment process.

We market our solutions under well-established brands within the specialized markets in which we operate. These include RCP Advisors, our *Private Equity* solution; TrueBridge, our *Venture Capital* solution; Five Points, our *Private Credit* solution (which also offers certain private equity solutions); and Enhanced, our *Impact* investing solution. We offer a comprehensive set of investment strategies to our clients, including both commingled funds and customized separate accounts within our primary fund of funds, secondary, direct investment, co-investment vehicles, and advisory solutions. We benefit from strong operating leverage driven by the quality and stability of our revenue base, the strong alignment we have with our respective investment teams, and the leveragability of our platform and back-office operations across our multiple solutions, which together allow us to generate strong contribution margins and free cash flow.

Our common stock is currently publicly traded on the OTC Pink Open Market under the ticker “PIOE”, and following the closing we anticipate our Class A common stock will be traded on the NYSE under the ticker “PX”.

Our Market Opportunity

We operate in the large and growing private markets industry, which we believe represents one of the most attractive segments within the broader asset management landscape. Specifically, we operate in the Private Equity, Venture Capital, Private Credit, and Impact Investing markets, which we believe represent particularly attractive asset classes and puts us at the center of several favorable trends, including the following:

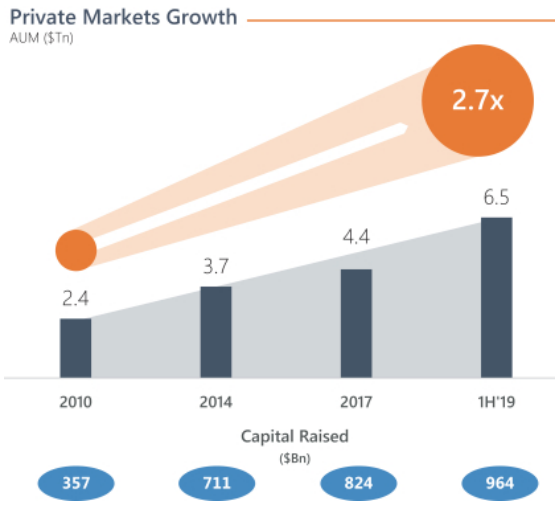
Accelerating Demand for Private Markets Solutions

We believe the composition of public markets is fundamentally shifting and will drive growth in private markets investing as fewer companies elect to become public corporations or return to being privately held. According to industry sources, the number of public companies in North America and Europe has declined by 3.8% on an annualized basis between 2008 and 2017, while the number of private equity-backed companies has increased by 4.2%.

Furthermore, investors continue to increase their exposure to passive strategies in search of lower fee alternatives as relative return in active public market strategies have compressed. We believe the continued move away from active public market strategies into passive strategies will support growth in private market solutions as investors seek higher risk-adjusted returns.

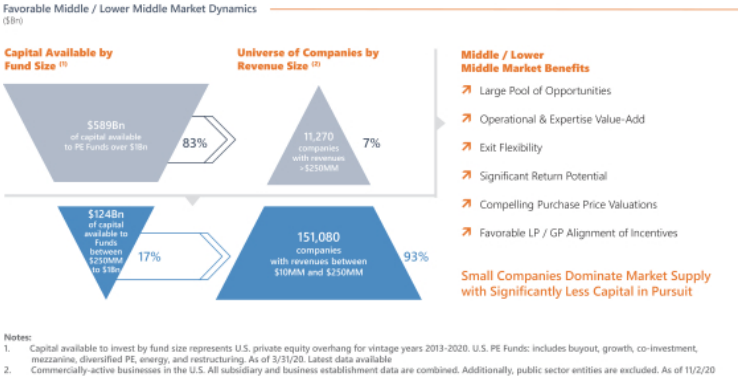
Attractive Historical Private Markets Growth

The private markets have exhibited robust growth. Since 2010, assets under management have grown by 2.7 times from $2.4 trillion in 2010 to $6.5 trillion in the first half of 2019, according to industry sources. From 2009 to 2019, the deal value in the lower middle markets has grown by 2.8 times, investments in venture capital have grown by 5.0 times and assets under management of PRI Signatories in impact growth has grown 4.8 times, according to research conducted by industry sources. In addition, capital targeted in private credit has grown by 2 times from January 2015 to July 2020, according to research conducted by industry sources. Fundraising has continued to remain strong with nearly a trillion dollars of total capital raised in 2019. Global private markets are expected to continue their strong growth trajectory. Per a recent Preqin Ltd. forecast, global private markets assets under management are expected to grow at an approximate 10% CAGR through 2025. This growth is underpinned by investors search for yield in a lower-for-longer rate environment, in which investors increasingly
view allocations to private markets as essential for obtaining diversified exposure to global growth.



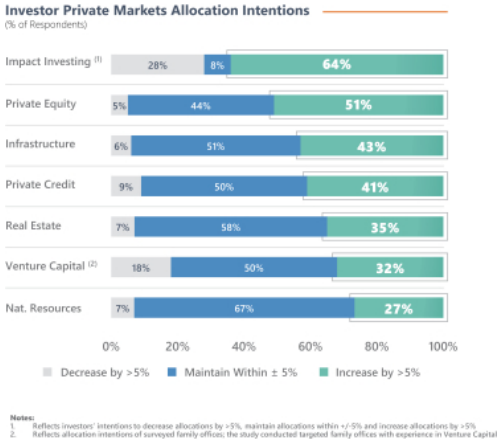
Favorable Middle / Lower Middle Market Dynamics

As companies choose to remain private, we believe smaller companies will continue to dominate market supply, with significantly less capital in pursuit. According to industry sources, only $124 billion of capital is available to U.S. Private Equity Funds between $250 million and $1 billion, versus the $589 billion available to Private Equity funds over $1 billion. In contrast, there are only approximately 11,000 companies with revenues greater than $250 million, versus the more than 151,000 companies with revenues between $10 million and $250 million. We believe this favorable middle and lower-middle market dynamic implies a larger pool of opportunities at compelling purchase price valuations with significant return potential.



Increasing Private Markets Investor Allocations

We believe that alongside growth in the private markets in which we invest, long-term investor allocations are expected to significantly grow over the next several years, which will serve as a tailwind in growing our business. In a survey conducted by Preqin Ltd., 95% and 91% of long-term investors indicated that they were planning to maintain or increase their allocation to Private Equity and Private Credit, respectively. Additionally, according to industry sources, 64% of polled investors noted that they were expecting to increase their allocations to impact investing by more than 5%. In combination with the broader growth in private markets we believe the increase in long-term investor allocations towards private market asset classes will further drive demand of private market solutions across the investor universe.



Democratization of Private Markets

According to industry sources, the growing wealth of high-net-worth and mass affluent individuals, and the shift in retirement savings from defined benefit to defined contribution plans, have propelled significant growth in the

asset management industry over the last decade. At the same time, both high-net-worth and mass affluent investors continue to remain significantly under-allocated to the private markets in comparison with institutional investors.

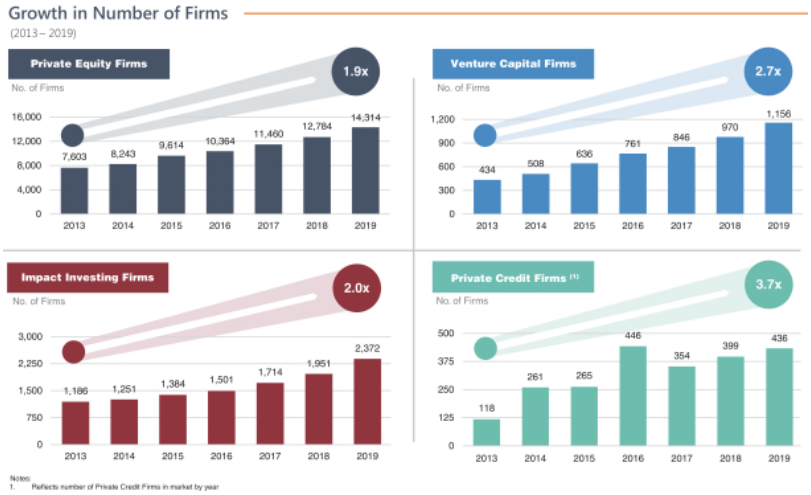
As defined contribution plans in the United States continue to grow and become increasingly familiar with private markets, we believe defined contribution plans will be a significant driver of growth in private markets in the future. In addition, on June 3, 2020, the United States Department of Labor issued an information letter confirming that investments in private equity vehicles may be appropriate for 401(k) and other defined contribution plans as a component of the investment alternatives made available under these plans. These plans hold trillions of dollars of assets, and the guidance in the letter may help significantly expand the market for private equity investments over time.

Importance of Asset Class Access

The purview of private markets has meaningfully broadened over the last decade. As investors increase their allocations to private markets, we believe the demand for asset class diversification will rise. Furthermore, as part of this evolution we believe investors will seek out private market solutions providers with scale and an ability to deliver multiple asset classes and vehicle solutions to streamline relationships and pursue cost efficiency.

Proliferation of Private Market Choices

According to research and data from the SEC and industry sources, from 2013 to 2019, the number of managers across private markets has increased dramatically. From 2013 to 2019, the number of Private Equity firms, Venture Capital firms, Private Credit firms and Impact Investing firms have more than doubled. We believe that the growing number of private markets focused fund managers increases the operational burden on investors and will lead to a greater reliance on highly trusted advisers to help investors navigate the complexity associated with multi-asset class manager selection.



Rise of ESG and Impact Investing in Private Markets

According to industry sources, the total assets under management of PRI signatories, the cohort of asset managers that have committed to upholding ESG principles, a barometer for the ESG industry, has increased

roughly five-fold since 2009, from $18 billion to $86 billion. According to industry sources, an ESG approach to private markets has been one of the most talked about developments of the past several years. As public awareness of and activism relating to ESG driven investing have increased, many prominent investors in Private Equity have followed suit, often requiring general partners to pass an ESG screen as part of their diligence processes – demanding transparency into ESG policies, procedures and performance of portfolio assets. In response and in conjunction with regulatory influence, we believe the adoption of ESG and the growth of impact investing will continue to proliferate in private markets.

Investor Demand for Data, Analytics and Technology

We believe many investors do not have an adequate technology and data infrastructure to respond to increasingly complex demands for private market investments. As a result, we believe investors will seek to partner with firms that not only have a proven track record, but also offer tech-enabled non-investment functions, including GP-level reports, enhanced portfolio monitoring, customized performance benchmarking and associated compliance, administrative and tax capabilities. According to industry sources, 38% of the private equity fund managers surveyed reported middle- and back-office process enhancement as one of their top three priorities to support growth in assets and to meet the needs of new investors. In the same report, 43% of investors surveyed believe improved investor reporting should be a top-three priority for managers.

Our Competitive Strengths

Specialized Multi-Asset Class Solutions and Comprehensive Vehicle Offering

We believe our specialized multi-asset class solutions offering, distinct market access and wide-ranging relationships continue to be key competitive differentiators for our investors. Our solutions across private equity, venture capital, private credit and impact investing, coupled with our vehicle offerings across primaries, secondaries, direct and co-investments, we believe, provide our investors with a comprehensive framework to successfully navigate and gain exposure to private markets. Our value proposition and solutions offering continue to position us well to compete and win new investor relationships and mandates.

Distinct Middle and Lower-Middle Market Expertise

We believe the private markets exhibit compelling investment opportunities with significant return potential. Our investment expertise in private markets, coupled with our scale, distinctly positions our business within the private markets ecosystem. Our investment talent across our different private market solutions is led by senior investment professionals with sustained track records of successful private markets investing. Our investment team consists of 72 investment professionals with deep industry expertise across middle and lower middle market private equity, venture capital, private credit and impact investing. Our leadership team has an average of over 21 years of experience and our investment professionals across the different solutions have a long track record of working together.

Differentiated Access to Middle and Lower Middle Market Private Equity and Venture Capital Firms

We believe our investors increasingly seek exposure to the middle and lower-middle markets private equity and venture capital firms but may not have the necessary tools to analyze, diligence and gain access to opportunities offered. Due to our scale and tenure within middle and lower-middle market private equity and venture capital, we have cultivated long-standing relationships with leading middle and lower-middle market private equity and venture capital general partners. We have established relationships with over 220 general partners, which provides us with differentiated access to investment opportunities within private markets, benefiting our investors.

Highly Diversified Investor Base with High-Net-Worth Channel

We believe we are a leading provider of private market solutions for a highly diverse global investor base. Our investors include some of the world's largest and most prominent public pension funds, family offices, wealth managers, endowments, foundations, corporate pensions and financial institutions. We believe our multi-asset class solutions have allowed our investors to increase and expand allocations across our various solutions and vehicles, thereby deepening existing and new investor relationships. Our business is well-positioned to continue to service and grow our investor base with 23 professionals dedicated to investor relations and business development.

Premier Data Analytics with Proprietary Database

Our premier data and analytic capabilities, driven by our proprietary database, supports our robust and disciplined sourcing criteria, which fuels our highly selective investment process. Our database stores and organizes a universe of managers and opportunities with powerful tracking metrics that we believe drive optimal portfolio management and monitoring and enable a portfolio grading system as well as repository of investment evaluation scorecards. In particular, our proprietary database offers our investors a highly transparent, versatile and informative platform through which they can track, monitor and diligence portfolios, and we believe the expansive data set within our proprietary database, harvested from our robust network of general partners, enables us to make more informed investment decisions and, in turn, drive strong investment performance. As of December 31, 2020, our database contains comprehensive information on more than 2,500 investment firms, 4,000 funds, 25,000 individual transactions, 30,000 private companies and 175,000 financial metrics.

Strong Investment Performance Track Record

We believe our investment performance track record is a key differentiator for our business relative to our competitors and acts as a key retention mechanism for our investors and selling tool for prospective investors. We attribute our strong investment performance track record to several factors, including: our broad private market relationships and access, our diligent and responsible investment process, our tenured investing experience and our premier data capabilities. In concert, these factors enable us to pursue attractive, risk-adjusted investment opportunities to meet our investors' investment objectives.

Attractive, Recurring Fee-based Financial Profile

We believe our financial profile and revenue model have the following important attributes:

Highly Predictable Fee-based Revenue Model

Virtually all of our revenue is derived from management and advisory fees based on committed capital typically subject to multi-year commitment periods, usually between ten and fifteen years. As a result, we believe our revenue stream is contractual and highly predictable.

Well Diversified Revenue and Investor Base

As of September 30, 2020 pro forma we had 74 revenue generating vehicles across our solutions with over 2,400 investors across public pensions, family offices, wealth managers, endowments, foundations, corporate pension and financial institutions, across 46 states, 29 countries and 6 continents. We therefore believe our business model is highly diversified across both revenue and investor bases.

Attractive Profitability Profile and Operating Margin

We believe our scaled business model, differentiated solutions across middle and lower-middle markets as well as an efficient back-office model has allowed us to achieve a highly competitive profitability profile and operating margin.

Exceptional Management and Investing Teams with Proven M&A Track Records

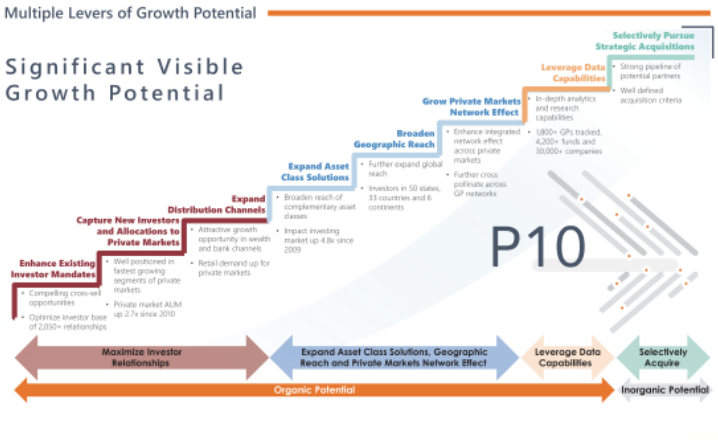
Our biggest asset is our people and we therefore focus on recruiting, nurturing and retaining top talent, all of whom are proven leaders in their respective field. Our management team has an average of 21 years of industry and investment experience, with a successful track record of sourcing and executing mergers and acquisitions and is supported by a deep bench of talent consisting of 72 investment professionals.

Ownership Structure Aligned with Investors

The alignment between our stockholders, investors and investment professionals is one of our core tenets and is, we believe, imperative for value creation. Our revenue comprised almost entirely of recurring management and advisory fees is earned largely on committed capital, which is typically subject to ten to fifteen year lock up agreements. We believe this offers our investors an attractive, highly predictable revenue stream. Furthermore, we have structured carried interest to stay with investment professionals to maximize economic incentive for investment professionals to outperform on behalf of investors. Ultimately, we believe FPAUM follows investment performance and the more aligned our investment professionals are to the performance of investor capital, the better our company performance will be. Over 60 of our employees have an equity interest in us, collectively owning nearly 73% of the Company on a fully diluted basis prior to this offering.

Our Growth Strategy

We aim to utilize our differentiated positioning and our core principles and values to continue to grow and expand our business. Our growth strategy includes the following key elements:



Maximize Investor Relationships

Enhance Existing Investor Mandates

We believe our current investor base presents a large opportunity for growth as we continue to expand our broad set of solutions and vehicles. As existing and prospective investors reduce the number of managers with whom

they work across asset classes, we believe there are significant opportunities to have investors invest with a consistent, single-source multi-asset class private market solutions provider, positioning us to be a platform of choice. As such, our comprehensive solutions, we believe, will lend itself well to compelling cross-selling opportunities with existing investors. Furthermore, as our investors continue to grow their asset bases and expand utilization of our solutions and vehicles, the number of touchpoints with our investors will broaden, deepening our investor relationships even further.

Capture New Investors and Allocations to Private Markets

We believe we are well positioned to capitalize on the growth in private markets and capture additional investors and market share through our differentiated middle and lower-middle market sourcing capabilities, our attractive multi-asset class solutions and vehicles, and our strong investment performance track record. Our long-standing, established relationships across our broad set of solutions provide us extensive access to fund managers and investment opportunities across these asset classes and we remain highly committed to leveraging our best practices from serving our existing investors to similarly situated prospective investors that may benefit from our experience and broad set of private market solutions.

Expand Distribution Channels

We believe we are well positioned in some of the most sought-after segments of the private markets and we believe our differentiated private market solutions will continue to attract both new institutional and private wealth investors. In particular, investible assets of high-net-worth individuals are expected to increase significantly and compared to institutional investors, high-net-worth individuals tend to have lower private market allocations. Our investment platform is designed to provide high-net-worth investors access to private markets and we currently serve over 1,200 high-net-worth investors, which we believe positions us well to continue to capture increasing demand from private wealth investors.

Expand Asset Class Solutions, Broaden Geographic Reach and Grow Private Markets Network Effect

Expand Asset Class Solutions

Our scalable business model is well positioned to expand our multi-asset class offering and we have the capacity and desire to explore adjacent asset classes, broaden our private market solutions capabilities and diversify our business mix. By doing so, we believe we will be able to grow our footprint, continue to develop our position within the private markets ecosystem and further leverage our synergistic solutions offering with additional manager relationships and sourcing opportunities.

Broaden Geographic Reach

We have a leading presence in North America – where a majority of our capital is currently being deployed. We believe expanding our presence in Europe and Asia can be a significant growth driver for our business as investors continue to seek a geographically diverse private market exposure. We believe our global investor base will facilitate such potential market penetration and our robust investment process, existing relationships and proven investment capabilities will continue to be core tenets of an international growth strategy.

Grow Private Markets Network Effect

Expanding into additional asset class solutions will enable us to further enhance our integrated network effect across private markets. We believe adding new asset class solutions will foster deeper manager relationships, enabling managers and portfolio companies alike to benefit from our offerings. As an example, our PCS solution is able to capitalize on the sourcing advantages presented by PES's expansive network of GPs and portfolio companies. Similarly, a portfolio company held by a manager in our PES solution may benefit directly from our IIS solution.

Leverage Data Capabilities

Our proprietary database provides access to valuable data and analytical tools that are the foundation of our investing process. We believe our experience and insights will be increasingly impactful to the decision making processes of our investment team and our investors. Moreover, we believe our differentiated data capabilities allow us to further support the private markets activities of our investors, enhance our investors experience and drive new innovative solutions.

Selectively Pursue Strategic Acquisitions

We focus on growing organically but may complement our growth with selective strategic acquisition opportunities that expand our footprint, broaden our investor base, and further strengthen our solutions offering. Specifically, we target opportunities with a market leading differentiated platform, an established and committed investor base, strong margins with operating leverage, management and advisory fee-based revenue, strong investment performance and a proven management team. Our leadership team has a proven track record of identifying, acquiring and integrating companies to drive long-term value creation, and we will continue to maintain a highly disciplined approach to pursuing accretive acquisitions.

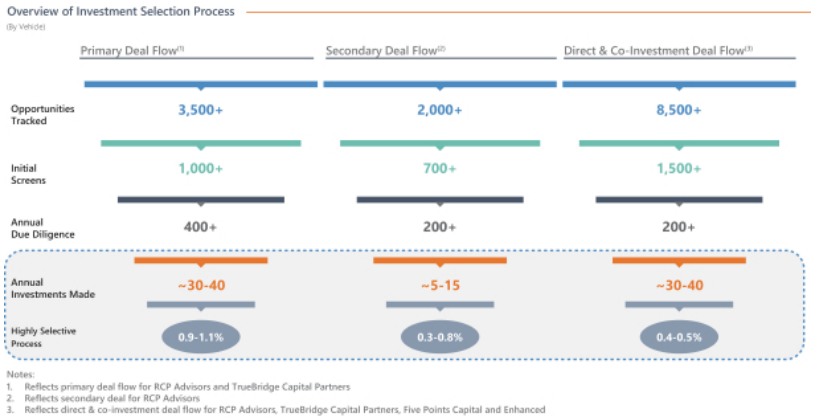
Our Investment Process

We maintain rigorous investment, monitoring and risk management processes across each of our specialized private market solutions, all unified by a common philosophy and a focus on comprehensive analysis of fund managers and/or portfolio companies.

We believe our investment performance is attributable to a number of factors, including most notably our seasoned, dedicated investment teams and our methodical approach to investing that help us consistently source and analyze opportunities effectively. Our investment professionals are responsible for sourcing, selecting, evaluating, underwriting, diligencing, negotiating, executing, managing and exiting our investments. In addition, our investment professionals regularly develop new investor relationships and networks of industry insiders to proactively source new investments. Our ability to access top-tier, capacity constrained fund managers through a proactive and systematic sourcing process we believe is a significant differentiating factor for our investors.

Our investment committee members across our solutions have significant private markets experience and fully participate in the diligence process, which ensures consistent application of investment strategy, process, diversification and portfolio construction. In addition, the investment committees of our respective solutions review and evaluate investment opportunities through a comprehensive framework that includes both a qualitative and a quantitative assessment of the key risks of investments.

The details of our investment process are outlined below:



Opportunities Tracked

As of September 30, 2020, we track over 14,000+ potential investment opportunities across private markets, spanning primary fund of funds, secondaries and direct and co-investments. Our attractive positioning within the private markets ecosystem, coupled with our synergistic network of general partners and extensive database has enabled us to cultivate a comprehensive funnel of what we believe are premier investment opportunities.

Initial Screen

Leveraging our extensive database, investment professionals submit investment opportunities for initial review, subject to delineated exceptions set forth in our funds' investment committee charters or resolutions. To facilitate the initial review, the investment team summarizes the opportunity in a preliminary evaluation report and the opportunity is subsequently reviewed by senior members of the team for potential further consideration and investment.

Annual Due Diligence

For each potential investment opportunity, the responsible investment team gathers, analyzes and reviews available information on the underlying asset. The due diligence process is augmented further by our extensive database, which enables us to analyze and compare the investment opportunity to what we believe are precedent transactions. As part of the due diligence process, we also conduct operational due diligence and legal diligence, which evaluate the potential risks associated with the investment opportunity's operational framework and legal standing. More specifically, our operational due diligence team focuses on legal, financial, IT and background checks, while our legal due diligence team focuses on review of legal documents, fund agreements and compliance.

Annual Investments Made

After our due diligence is completed, the responsible investment team works with the relevant Investment Committee to validate that each investment opportunity meets the investment objective of the portfolio at hand. The Investment Committee provides feedback on the general partner (and investment merits in the case of

secondaries and direct and co-investments), risks and prospects of each investment opportunity. Provided that the opportunity meets the appropriate criteria, the investment committee issues an indicative approval to proceed with confirmatory due diligence. Upon successful confirmatory due diligence the Investment Committee will reconvene to review the investment for a final vote. Once final approval has been obtained, the investment team may proceed with commitments or funding.

Our investment process is highly selective and informed by our comprehensive diligence process. Of our primary and secondary deal flow we invest in less than 5% of firms tracked and of our direct and co-investment deal flow we invest in only approximately 1% of firms tracked.

Our Risk Management Process

Our risk management process includes risk identification, measurement, mitigation, monitoring and management/reporting, with particular risk assessments tailored by solution, vehicle and individual client. We apply our risk management framework across three distinct ares of our investment process: i) the general partner, ii) the investment fund, and iii) the portfolio company. We seek to mitigate risk through prudent portfolio diversification and through comprehensive due diligence on general partners, investment funds and portfolio companies.

General Partner

We perform extensive, upfront due diligence on general partners prior to making an investment and all our current period partners are subject to our ongoing risk management framework. Key components of our ongoing risk management of general partners include monitoring the firm’s historical and current strategy, historical track record and anticipated performance, current team composition and remuneration, decision-making process, ability to add value, deal flow and fund terms. Furthermore, our risk management processes include reviewing information related to the general partners target asset classes, sector/sub-sectors, investment specialties, key personnel, and primary geographical regions in which the general partner invests.

Investment Fund

Investment Funds are also subject to our due diligence and risk management framework. Key components of our ongoing risk management of investment funds include monitoring vintage year, fund size, currency, as well as measures of historical performance (including percent of commitments called, distributions to paid in capital, residual value to paid in capital, net total value multiple of invested capital, net internal rate of return, and the date performance results were last updated), historical investments and benchmarking.

Portfolio Company

Key components of our ongoing risk management of portfolio companies include monitoring cash flow details, financial and operating metrics, and other relevant performance measurements. Our investments in our portfolio companies include both debt and equity.

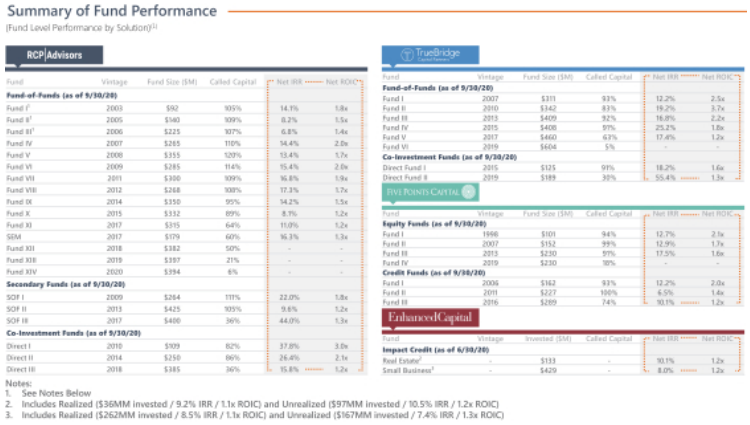
In addition to our distinct ongoing risk management processes we participate in board meetings, investment funds’ annual meetings, maintain membership on limited partnership boards and advisory boards and remain in frequent dialogue with portfolio companies in an effort to remain appraised of relevant developments in the investment funds. We are also recipients of monthly and quarterly performance reporting packages, annual audited financial statements, along with K-1 tax reporting packages and evaluations of the state of the market generally.

Our ongoing monitoring efforts culminate in annual summaries featuring extensive qualitative and quantitative information of each portfolio company. The annual summaries help us benchmark each general partner to ensure each portfolio we invest in to ensure each portfolio is performing as expected.

Our Investment Performance

We believe our investment performance acts as a key retention mechanism for our existing investors and a primary attribute for prospective investors. We attribute our strong investment performance to several factors, including: our broad private market relationships and access, our diligent and responsible investment process, our tenured investing experience and our premier data capabilities. In concert, these factors enable us to purse attractive, risk-adjusted investment opportunities to meet our investors' investment objectives.

The following table displays our investment performance and is presented from the inception date of each fund through September 30, 2020:



Summary of Fund Performance

(Fund Level Performance by Solution)[1]

RCP Advisors

Fund	Vintage	Fund Size ($M)	Called Capital	Net IRR	Net ROIC
Fund-of-Funds (as of 9/30/20)					
Fund I[2]	2003	$92	105%	14.1%	1.8x
Fund II[2]	2005	$140	109%	8.2%	1.5x
Fund III[2]	2006	$225	107%	6.8%	1.4x
Fund IV	2007	$265	110%	14.4%	2.0x
Fund V	2008	$355	120%	13.4%	1.7x
Fund VI	2009	$285	114%	15.4%	2.0x
Fund VII	2011	$300	109%	16.8%	1.9x
Fund VIII	2012	$268	108%	17.3%	1.7x
Fund IX	2014	$350	95%	14.2%	1.5x
Fund X	2015	$332	89%	8.3%	1.2x
Fund XI	2017	$315	64%	11.0%	1.2x
SEM	2017	$179	60%	16.3%	1.3x
Fund XII	2018	$182	50%	-	-
Fund XIII	2019	$197	21%	-	-
Fund XIV	2020	$394	6%	-	-
Secondary Funds (as of 9/30/20)					
SOF I	2009	$264	111%	22.0%	1.8x
SOF II	2013	$425	105%	9.6%	1.2x
SOF III	2017	$400	36%	44.0%	1.3x
Co-Investment Funds (as of 9/30/20)					
Direct I	2010	$109	82%	37.8%	3.0x
Direct II	2014	$250	86%	26.4%	2.1x
Direct III	2018	$385	36%	15.8%	1.2x

TrueBridge

Fund	Vintage	Fund Size ($M)	Called Capital	Net IRR	Net ROIC
Fund-of-Funds (as of 9/30/20)					
Fund I	2007	$311	93%	12.2%	2.5x
Fund II	2010	$342	83%	19.2%	3.7x
Fund III	2013	$409	92%	16.8%	2.2x
Fund IV	2015	$408	97%	25.2%	1.8x
Fund V	2017	$460	63%	17.4%	1.2x
Fund VI	2019	$604	5%	-	-
Co-Investment Funds (as of 9/30/20)					
Direct Fund I	2015	$125	91%	18.2%	1.6x
Direct Fund II	2019	$189	30%	55.4%	1.3x

Five Points Capital

Fund	Vintage	Fund Size ($M)	Called Capital	Net IRR	Net ROIC
Equity Funds (as of 9/30/20)					
Fund I	1998	$101	94%	12.7%	2.1x
Fund II	2007	$152	99%	12.9%	1.7x
Fund III	2013	$230	97%	17.5%	1.6x
Fund IV	2019	$230	18%	-	-
Credit Funds (as of 9/30/20)					
Fund I	2006	$162	93%	12.2%	2.0x
Fund II	2011	$227	100%	6.5%	1.4x
Fund III	2016	$289	74%	10.1%	1.2x

EnhancedCapital

Fund	Vintage	Invested ($M)	Called Capital	Net IRR	Net ROIC
Impact Credit (as of 6/30/20)					
Real Estate[3]	-	$133	-	10.1%	1.2x
Small Business[3]	-	$429	-	8.0%	1.2x

Notes:
1. See Notes Below
2. Includes Realized ($36MM invested / 9.2% IRR / 1.1x ROIC) and Unrealized ($97MM invested / 10.5% IRR / 1.2x ROIC)
3. Includes Realized ($262MM invested / 8.5% IRR / 1.1x ROIC) and Unrealized ($167MM invested / 7.4% IRR / 1.3x ROIC)

For the purposes of the table above:

- "Fund Size" refers to the total amount of capital committed by investors to each fund disclosed;
- "Called Capital" refers to the amount of capital provided from investors, expressed as a percent of the total fund size;
- "Net IRR" refers to Internal rate of return net of fees, carried interest and expenses charged by both the underlying fund managers and each of our solutions; and
- "Net ROIC" refers to return on invested capital net of fees and expenses charged by both the underlying fund managers and each of our solutions; and

When considering the data presented above, you should note that the historical results of our investments are not indicative of the future results you should expect from such investments, from any future funds we may raise or from your investment in our Class A common stock, in part because:

- market conditions and investment opportunities may be significantly less favorable than in the past;
- the performance of our funds is largely based on the NAV of the funds' investments, including unrealized gains, which may never be realized
- our newly established funds typically generate lower investment returns during the period that they initially deploy their capital;

- changes in the global tax and regulatory environment may impact both the investment preferences of our investors and the financing strategies employed by businesses in which particular funds invest, which may reduce the overall capital available for investment and
- the availability of suitable investments, thereby reducing our investment returns in the future;
- competition for investment opportunities, resulting from the increasing amount of capital invested in private markets alternatives, may increase the cost and reduce the availability of suitable investments, thereby reducing our investment returns in the future; and
- the industries and businesses in which particular funds invest will vary.

Our Responsible Investment Philosophy

Responsible investment, which encompasses environmental, social and governance ("ESG") and impact investing considerations, is a core tenet of our operating and investment philosophies. We believe that full integration of an ESG framework into both our investment process and internal operations will improve long-term, risk-adjusted returns for our clients. Certain of our subsidiaries have developed a responsible investment policy, which we are in the process of implementing throughout the Company and with each of our Advisors. In addition, one of our subsidiaries is a signatory to the United Nations Principles for Responsible Investment ("UNPRI"), and we have appointed senior professionals to act as ESG champions. We aim to continually improve and evolve, and plan to review our policy annually, hold regular trainings and responsible investment education sessions for our investment teams, and look for ways to enhance our systems and processes.

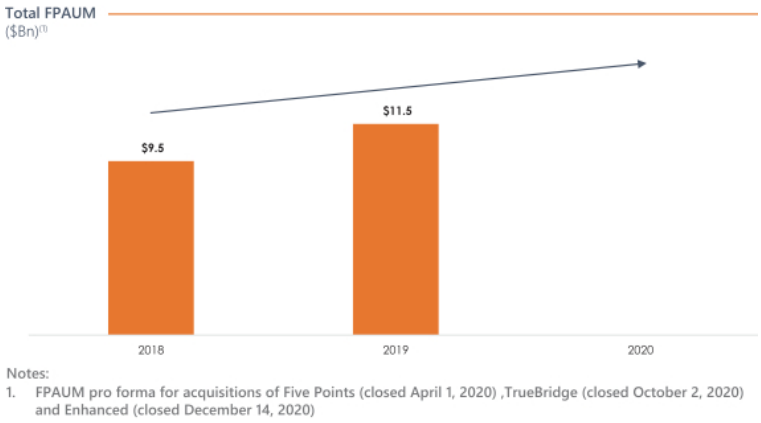
Given our scale and position in the private markets ecosystem, we believe we are well positioned to help educate the broader investor and fund manager community on how best to integrate responsible investment considerations in their investment process and programs.

Our Fee-Paying AUM

Fee-Paying AUM (FPAUM)

FPAUM reflects the assets from which we currently earn management and advisory fees. Our vehicles typically earn management and advisory fees based on committed capital, and in certain cases, net invested capital, depending on the fee terms. Management and advisory fees based on committed capital are not affected by market appreciation or depreciation.

Our FPAUM has grown from approximately $9.5 billion as of December 31, 2018 to approximately $12.3 billion as of September 30, 2020 determined on a pro forma basis.



Notes:
1. FPAUM pro forma for acquisitions of Five Points (closed April 1, 2020) ,TrueBridge (closed October 2, 2020) and Enhanced (closed December 14, 2020)

Our Fees and Other Key Contractual Terms

Specialized Investment Vehicles

While the terms of each fund may vary, we have outlined the key terms of the customized separate accounts and commingled funds within our specialized investment vehicles below:

Commingled Investment Vehicles

Capital Commitments

Investors in our investment funds generally make commitments to provide capital at the outset of a fund and deliver capital when called upon by us, as investment opportunities become available and to fund operational expenses and other obligations. The commitments are generally available for investment for 1 to 5 years, during what we call the commitment period. We typically have invested the capital committed to our funds, over a 3 to 5-year period.

Structure

Our investment funds are structured as limited partnerships organized by us accepting commitments or funds from our investors. Our investors become limited partners in our funds and a separate entity that we form and control acts as the general partner. Our capital commitment to the limited partnership is generally 1% of total capital commitments. Contingent upon the solution, each investment fund will have a designated “Manager,” which generally serves as the investment manager of the fund, responsible for all investment diligence, decision making and monitoring.

Fees

We earn management and advisory fees based on a percentage of investors’ capital commitments to or, in selected cases, net invested capital in, or NAV, of our investment funds. Management and advisory fees during the commitment period are charged on capital commitments and after the commitment period (or a defined anniversary of the fund’s initial closing) is reduced by a percentage of the management and advisory fees for the preceding years or charged on net invested capital or NAV, in selected cases.

Duration and Termination

Our primary fund of funds, secondaries funds and direct and co-investment funds are typically ten to fifteen years in duration, terminating either on a specific anniversary date, or after a determined number of years after the fund's final close. Our funds are generally subject to extensions for up to 3 years at the discretion of the general partner and thereafter if consent of the requisite majority of investors, or in some cases, the fund's advisory committee is obtained.

Separate Accounts

Capital Commitments

Investors in our separate accounts generally make commitments to provide capital at the outset of a fund and deliver capital when called upon by us, as investment opportunities become available and to fund operational expenses and other obligations. The commitments are generally available for investment for 4 to 5 years, during what we call the commitment period. We typically have invested the capital committed to our investment funds, over a 5 year period.

Structure

Most of our separate accounts are contractual arrangements involving an investment management agreement between us and our investor. Within agreed-upon investment guidelines, we generally have full discretion to buy, sell or otherwise effect investment transactions involving the assets in the account, in the name and on behalf of our investor, although in some cases certain investors have the right to veto investments. The discretion to invest committed capital generally is subject to investment guidelines established by our investors or by us in conjunction with our investors. In some cases, at the investor's request, we establish a separate investment vehicle, generally a limited partnership with our investor as the sole limited partner and a wholly owned subsidiary as the general partner. Our capital commitment to the limited partnership is typically 1% of total capital commitments. We manage the limited partnership under an investment management agreement between our investor and us.

Fees

We earn management and advisory fees based on a percentage of investors' capital commitments to or, in selected cases, net invested capital in, or NAV of, our investment funds. These fees often decrease over the life of the contract due to built-in declines in contractual rates and/or as a result of lower net invested capital balances or NAV as capital is returned to investors.

Duration and Termination

Separate account contracts typically can be terminated by our investors for specified reasons, but specific terms vary significantly from investor to investor and certain contracts may be terminated for any reason generally with minimal, typically 5 to 90 days' notice.

Our Competition

With respect to our investment strategies, we primarily compete with other private markets solutions providers within the United States that specialize in private equity, venture capital, private credit and impact investing. In order to grow our business, we must maintain our existing investor base and attract new investors. Historically, we have competed principally on the basis of the factors listed below:

- Access to private markets investment opportunities through our size, expertise, reputation and strong relationships with fund managers;

- Brand recognition of the platforms through which we operate and reputation within the investing community;
- Performance of investment strategies;
- Quality of service and duration of investor relationships;
- Data and analytics capabilities;
- Ability to customize product offerings to investor specifications;
- Ability to provide cost effective and comprehensive range of services and products; and
- Investors' perceptions of our independence and the alignment of our interests with theirs created through our investment in our own products.

The asset management business is intensely competitive, and in addition to the above factors, our ability to continue to compete effectively will depend upon our ability to attract highly qualified investment professionals and retain existing employees.

Regulatory and Compliance Matters

Our business is subject to extensive regulation in the United States at both the federal and state level and, in certain circumstances, outside the United States. Under these laws and regulations, the SEC, relevant state securities authorities and other foreign regulatory agencies have broad administrative powers, including the power to limit, restrict or prohibit an investment advisor from carrying on its business if it fails to comply with such laws and regulations. Possible sanctions that may be imposed include the suspension of individual employees, limitations on engaging in certain lines of business for specified periods of time, revocation of investment advisor and other registrations, censures and fines.

SEC Regulation

Certain subsidiaries of P10 Holdings are registered as an investment adviser with the SEC. As a registered investment adviser, each is subject to the requirements of the Investment Advisers Act, and the rules promulgated thereunder, as well as to examination by the SEC's staff. The Investment Advisers Act imposes substantive regulation on virtually all aspects of our business and our relationships with our investors and funds. Applicable requirements relate to, among other things, fiduciary duties to investors, engaging in transactions with investors, maintaining an effective compliance program, political contributions, personal trading, incentive fees, allocation of investments, conflicts of interest, custody, advertising, recordkeeping, reporting and disclosure requirements. The Investment Advisers Act also regulates the assignment of advisory contracts by the investment adviser. The SEC is authorized to institute proceedings and impose sanctions for violations of the Investment Advisers Act, ranging from fines and censures to termination of an investment adviser's registration. The failure of any Adviser to comply with the requirements of the Investment Advisers Act or the SEC could have a material adverse effect on us.

Our separate accounts and funds are not registered under the Investment Company Act because we generally only form separate accounts for, and offer interests in our funds to, persons who we reasonably believe to be "qualified purchasers" as defined in the Investment Company Act. In addition, certain funds are not registered under the Investment Company Act because we limit such funds to 100 or fewer "accredited investors" as defined in the Investment Company Act.

ERISA-Related Regulation

Some of our funds are treated as holding "plan assets" as defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as a result of investments in those funds by benefit plan investors.

By virtue of its role as investment manager of these funds, each Adviser is a "fiduciary" under ERISA with respect to such benefit plan investors. ERISA and the Code impose certain duties on persons that are fiduciaries under ERISA, prohibit certain transactions involving benefit plans and "parties in interest" or "disqualified persons" to those plans, and provide monetary penalties for violations of these prohibitions. With respect to these funds, each Adviser relies on particular statutory and administrative exemptions from certain ERISA prohibited transactions, which exemptions are highly complex and may in certain circumstances depend on compliance by third parties whom we do not control. The failure of any Adviser or us to comply with these various requirements could have a material adverse effect on our business.

In addition, with respect to other investment funds in which benefit plan investors have invested, but which are not treated as holding "plan assets," each Adviser relies on certain rules under ERISA in conducting investment management activities. These rules are sometimes highly complex and may in certain circumstances depend on compliance by third parties that we do not control. If for any reason these rules were to become inapplicable, each Adviser could become subject to regulatory action or third-party claims that could have a material adverse effect on our business.

Foreign Regulation

We provide investment advisory and other services and raise funds in a number of countries and jurisdictions outside the United States. In many of these countries and jurisdictions, which include the EU, the EEA, the individual member states of each of the EU and EEA, Central and South America, Australia and other countries in the South Pacific, we and our operations, and in some cases our personnel, are subject to regulatory oversight and requirements. In general, these requirements relate to registration, licenses for our personnel, periodic inspections, the provision and filing of periodic reports, and obtaining certifications and other approvals. Across the EU, we are subject to the AIFMD requirements regarding, among other things, registration for marketing activities, the structure of remuneration for certain of our personnel and reporting obligations. Individual member states of the EU have imposed additional requirements that may include internal arrangements with respect to risk management, liquidity risks, asset valuations, and the establishment and security of depositary and custodial requirements.

It is expected that additional laws and regulations will come into force in the UK, the EEA, the EU, and other countries in which we operate over the coming years. There have also been significant legislative developments affecting the private equity industry in Europe and there continues to be discussion regarding enhancing governmental scrutiny and/or increasing regulation of the private equity industry.

SBA Regulations

Several of our Advisers provide investment advisory and other services to funds which operate as SBICs and are licensed by the SBA. SBICs supply small businesses with financing in both the equity and debt arenas. There are various requirements that apply to SBICs under SBA rules and regulations. These rules and regulations are sometimes highly complex. The SBA is authorized to institute proceedings and impose sanctions for violations of rules and regulations applicable to SIBCs, including forcing the liquidation of an SBIC. The failure of an Adviser to comply with the requirements of the SBA could have a material adverse effect on us.

Privacy and Cyber Security Regulation

Certain of our businesses are subject to laws and regulations enacted by U.S. federal and state governments, the E.U. or other non-U.S. jurisdictions and/or enacted by various regulatory organizations or exchanges relating to the privacy of the information of clients, employees or others, including the U.S. Gramm-Leach-Bliley Act of 1999, the EU's GDPR and the Australian Privacy Act. The GDPR has heightened our privacy compliance obligations, impacted our businesses' collection, processing and retention of personal data and imposed strict standards for reporting data breaches. The GDPR also provides for significant penalties for non-compliance. In

addition, California and several other states have recently enacted, or are actively considering, consumer privacy laws that impose compliance obligations with regard to the collection, use and disclosure of personal information. For more information, see "Risk Factors—Risks Related to Our Industry."

Future Developments

The SEC and various self-regulatory organizations and state securities regulators have in recent years increased their regulatory activities, including regulation, examination and enforcement in respect of asset management firms.

As described above, certain of our businesses are subject to compliance with laws and regulations of U.S. federal and state governments, non-U.S. governments, their respective agencies and/or various self-regulatory organizations or exchanges, and any failure to comply with these regulations could expose us to liability and/or damage our reputation. Our businesses have operated for many years within a legal framework that requires us to monitor and comply with a broad range of legal and regulatory developments that affect our activities. However, additional legislation, changes in rules promulgated by financial regulatory authorities or self-regulatory organizations or changes in the interpretation or enforcement of existing laws and rules, either in the United States or elsewhere, may directly affect our mode of operation and profitability.

Compliance

Each Adviser has a Chief Compliance Officer. Certain Advisers also maintain in-house legal staff as well as additional compliance staff. Each Adviser generally engages outside counsel to review, analyze and negotiate the terms of the documents relating to impact, primary, secondary and direct/co-investments. Because most of our separate account investors and certain of our advisory investors rely on us to negotiate terms, including terms about which certain investors are particularly sensitive or which are investor-specific, our compliance and legal teams work closely with both the investors and outside counsel. Our compliance and legal teams also work closely with our investment teams during negotiations. Typically, outside counsel negotiates directly with fund managers and deal sponsors and their counsel the terms of all limited partnership agreements, subscription documents, side letters, purchase agreements and other documents relating to primary, secondary and direct/co-investments. Our compliance and legal teams review and makes recommendations regarding amendments and requests for consents presented by the fund managers from time to time. In addition, our compliance and legal teams work with outside counsel as we deem necessary to prepare, review and negotiate all documents relating to the formation and operation of our funds.

Each Adviser's compliance team is responsible for overseeing and enforcing our policies and procedures relating to compliance with the laws applicable to our business both U.S. and foreign. This includes our code of ethics and personal trading policies.

We will have an Internal Audit group, which will have disclosure controls and procedures and internal controls over financial reporting, which will be documented and assessed for design and operating effectiveness in accordance with the U.S. Sarbanes-Oxley Act of 2002. Our Internal Audit group, which will independently report to a newly formed audit committee of our board of directors, will operate with a global mandate and will be responsible for the examination and evaluation of the adequacy and effectiveness of the organization's governance and risk management processes and internal controls, as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives.

Legal Proceedings

In the normal course of business, we may be subject to various legal, judicial and administrative proceedings. Currently, there are no material proceedings pending or, to our knowledge, threatened against us.

Employees

As of December 31, 2020, we had 144 total employees, including over 72 investment professionals. We consider our relationship with our employees to be good and have not experienced interruptions of operations due to labor disagreements.

Facilities

We lease our corporate headquarters and principal offices, which are located at 4514 Cole Avenue, Suite 1600, Dallas, Texas 75205. We also lease additional office space in Illinois, California, North Carolina, New York, Louisiana, Connecticut, Maryland and Wyoming. We do not own any real property. We believe our current facilities are adequate for our current needs and that suitable additional space will be available as and when needed.

MANAGEMENT

The following table sets forth the names, ages and positions of our current directors and executive officers, as well as the nominees for our board of directors. Unless otherwise noted, each of our executive officers is employed by and holds the listed positions at P10 Holdings. In connection with this offering, our board of directors has appointed our senior management team to the same positions at P10, Inc.

Name	Age	Position
Robert Alpert	56	Co-Chief Executive Officer and Chairman
C. Clark Webb	39	Co-Chief Executive Officer and Director
William F. Souder	52	Chief Operating Officer of P10 Holdings, Managing Partner of RCP and Director
Jeff P. Gehl	53	Head of Marketing and Distribution of P10 Holdings, Managing Partner of RCP and Director
Amanda Coussens	40	Chief Financial Officer and Chief Compliance Officer
Robert B. Stewart Jr.	55	Director
Nell M. Blatherwick	50	Secretary of P10 Holdings and Chief Compliance Officer of RCP

Robert Alpert

Mr. Alpert, age 56, has served as Co-CEO and Chairman of the board of directors of P10 Holdings since 2017. He is also the co-founder and principal of 210 Capital, L.L.C (“210 Capital”). Additionally, he has served as Chairman of the Board of Crossroads Systems, Inc (CRSS) and a director of Elah Holdings, lnc. (ELLH). Mr. Alpert is also a managing member of Merfax Financial Group, LLC., and a director of Redpoint Insurance Group, L.L.C. He was formerly CEO (April 2019-September 2020) and Chairman of the Board of Globalscape, Inc. Before founding 210 Capital, Mr. Alpert was the founder and portfolio manager of Atlas Capital Management, L.P. (October 1995 to September 2015). Mr. Alpert was responsible for the investments and operations of Atlas. Mr. Alpert received a B.A. from Princeton University in 1987 and an M.B.A. from Columbia University in 1990.

C. Clark Webb

Mr. Webb, age 39, has served as Co-CEO and director of P10 Holdings since 2017. Mr. Webb is also the Co-Founder and Principal of 210 Capital. Previously, Clark was co-founder and manager of P10 Capital Management, LP , a Co-Portfolio Manager of the Lafayette Street Fund and a Partner at Select Equity Group, L.P. Clark holds a BA from Princeton University (2003). Clark is currently Chairman of the Board of ELLH, Chairman of the Board of Collaborative Imaging, LLC, and a director of Crossroads Systems, Inc. He was formerly a director of Globalscape, Inc.

William F. Souder

Mr. Souder, age 52, is Chief Operating Officer of P10 Holdings, Inc. He is also a Managing Partner and co-founder of RCP. Mr. Souder is responsible for leading all operational functions of the Firm as well as RCP Advisory Services. Mr. Souder is also a member of the Investment Committee and active as an Advisory Board member of various under lying funds. He has been involved in the private equity industry for over 20 years. Prior to founding RCP, Mr. Souder worked for Marsh & Mclennan, where he directed their Private Equity and Mergers & Acquisitions Practice throughout the Midwest Region. Fritz received a BA in Economics from the University of Virginia. Fritz is an active member on numerous boards including the Salisbury School and The Western Golf Association/Evans Scholar Foundation.

Jeff P. Gehl

Mr. Gehl, age 53, is a director and Head of Marketing and Distribution of P10 Holdings, a Managing Partner and co-founder of RCP Advisors. He is responsible for leading RCP’s client relations function and covering private

equity fund managers in the Western United States. In addition, Mr. Gehl is active as an Advisory Board member of various underlying funds. He has been involved in the private equity industry for over 20 years. Prior to founding RCP, Mr. Gehl was involved in various stages of private equity including start-ups, turnarounds, and buyouts, where he had experience in both financing and senior operations. Mr. Gehl successfully founded and served as Chairman and CEO of MMI, a technical staffing company and acquired Big Ballot, Inc., a sports marketing firm. Mr. Gehl received a BS in Business Administration from the University of Southern California's Entrepreneur Program, from which he received the 1989 "Entrepreneur of the Year" award.

Amanda Coussens

Ms. Coussens, age 40, is the Company's Chief Financial Officer and Chief Compliance Officer and is responsible for managing the firm's financial operations, financial and SEC reporting and cash management. Prior to becoming the Company's Chief Financial Officer in January 2021, Amanda served as Chief Financial Officer and Chief Compliance Officer of PetroCap LLC from October 2017 to December 2020; as a contract Chief Financial Officer for Aduro Advisors LLC from March 2016 to November 2017; and as Chief Financial Officer of White Deer Energy LLC from June 2014 to March 2016. Prior to this time, Ms. Coussens served as the SEC Reporting Director for a large family office and a publicly traded asset manager. She started her career as an audit manager at Grant Thornton for publicly traded energy, hospitality and financial service firms. She is also a Board Member of the Texas Chapter of the Private Equity CFO Association and an Advisory Board Member for the Kayo Conference.

Robert B. Stewart Jr.

Mr. Stewart, age 55, is a director of P10 Holdings. He is the former President of Acacia Research Corporation, an industry leader in patent licensing. Mr. Stewart was an executive at Acacia for over two decades, helping to deliver hundreds of millions of dollars of value to Acacia's patent partners. Mr. Stewart received a B.S. degree from the University of Colorado at Boulder and has extensive experience in intellectual property, patent licensing, financial and public markets.

Nell M. Blatherwick

Ms. Blatherwick, age 50, has worked for RCP, since its inception in 2001. In 2016, she served as Managing Director and Chief Compliance Officer of RCP and since 2017 has served as partner and Chief Compliance Officer of RCP. Ms. Blatherwick is responsible for the coordination of RCP's legal affairs, liaising with RCP's attorneys on various matters, including fund formation and regulatory requirements. She is responsible for developing and overseeing the firm's compliance program. Ms. Blatherwick received a BA, magna cum laude, in English and French from the University of Southern California, where she was elected to Phi Beta Kappa. She also received a JD from Yale Law School.

Composition of the Board of Directors after this Offering

Our business and affairs are managed under the direction of our board of directors. Our amended and restated certificate of incorporation provides that the size of our board of directors may be set from time to time by our then current board of directors. Our board of directors has set the size of the board at seven members: Messrs. Alpert, Webb, Souder, Gehl and Stewart currently serve on our board of directors, and Mr. Alpert serves as Chairman.

Our directors will be elected to serve until their successors are duly elected or until their earlier death, resignation or removal. We will hold an annual meeting of stockholders for the election of directors as required by the rules of the NYSE. There will be no limit on the number of terms a director may serve.

Our board of directors will be divided into three classes as nearly equal in size as is practicable. The composition of the board of directors immediately following the offering will be as follows:

- Class I, which will initially consist of and , whose terms will expire at our annual meeting of stockholders to be held in 2022;
- Class II, which will initially consist of and , whose terms will expire at our annual meeting of stockholders to be held in 2023; and
- Class III, which will initially consist of , and whose terms will expire at our annual meeting of stockholders to be held in 2024.

Upon the expiration of the initial term of office for each class of directors, each director in such class shall be elected for a term of three years and serve until a successor is duly elected and qualified or until his or her earlier death, resignation or removal. Vacancies occurring on the board of directors, whether due to death, resignation, removal, retirement, disqualification or for any other reason, and newly created directorships resulting from an increase in the authorized number of directors, may be filled by a majority of the remaining members of the board of directors. Directors may be removed, but only for cause, with the affirmative vote of the holders of a majority of the voting power of our common stock.

Our board of directors and its committees will have supervisory authority over us and P10 Holdings.

Director Independence

Our board of directors has determined that Mr. Stewart is “independent” as defined under the rules of the NYSE. In making this determination, the board of directors considered the relationships that Mr. Stewart has with our Company and all other facts and circumstances that the board of directors deemed relevant in determining his independence, including ownership interests in us. Immediately prior to this offering, we will reconstitute the board of directors so that a majority of directors that serve on the board of directors will be “independent” as defined under the rules of the NYSE.

Committees of the Board of Directors

In connection with the closing of this offering, our board of directors will establish an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee. We will adopt new charters for these committees that comply with current federal and NYSE rules relating to corporate governance matters for controlled companies. When they are adopted, we will make copies of them, as well as our Corporate Governance Guidelines and our Code of Ethics, available on our website at www.p10alts.com.

Audit Committee

Our Audit Committee, among other things, will have responsibility for:

- appointing, determining the compensation of and overseeing the work of our independent registered public accounting firm, as well as evaluating its independence and performance;
- considering and approving, in advance, all audit and non-audit services to be performed by our independent registered public accounting firm;
- reviewing the audit plans and findings of our independent registered public accounting firm and our internal audit and risk review staff, as well as the results of regulatory examinations, and tracking management’s corrective action plans where necessary;

- reviewing our financial statements, including any significant financial items and/or changes in accounting policies, with our senior management and independent registered public accounting firm;
- reviewing our financial risk and control procedures, compliance programs and significant tax, legal and regulatory matters; and
- establishing procedures for the receipt and treatment of complaints and employee concerns regarding our financial statements and auditing process.

The Audit Committee will also be responsible for preparing the Audit Committee report that is included in our annual proxy statement. In connection with the closing of this offering, we will appoint , , and as members of the Audit Committee, with serving as the "independent" director as defined under NYSE rules.

Compensation Committee

The Compensation Committee will have responsibility for:

- reviewing and approving corporate goals and objectives relevant to Co-Chief Executive Officers compensation, evaluating the Co-Chief Executive Officers' performance in light of those goals and objectives, and determining the Co-Chief Executive Officers' compensation based on that evaluation;
- reviewing and recommending to our board for approval the annual base salaries, bonuses, benefits, equity incentive grants and other economic rewards for our other executive officers;
- providing assistance and recommendations with respect to our compensation policies and practices for our other personnel generally; and
- overseeing our 2021 Stock Incentive Plan and employee benefit plans.

In connection with the closing of this offering, we will appoint , , and as members of the Compensation Committee. will serve as the chair of the Compensation Committee.

Nominating and Corporate Governance Committee

Our Nominating and Corporate Governance Committee, among other things, will have responsibility for:

- identifying individuals qualified to become members of our board of directors, consistent with criteria approved by our board of directors; and
- developing and recommending to our board of directors a set of corporate governance guidelines and principles.

Upon the consummation of this offering, the Nominating and Corporate Governance Committee will consist of , and . will serve as the chair of the Nominating and Corporate Governance Committee.

Board Risk Oversight

Our board of directors is responsible for overseeing our risk management process. Our board of directors focuses on our general risk management strategy and the most significant risks facing us and oversees the implementation of risk mitigation strategies by management. Our board of directors is also apprised of particular risk management matters in connection with its general oversight and approval of corporate matters and significant transactions.

While the full board of directors has the ultimate oversight responsibility for the risk management process, its committees will oversee risk in certain specified areas. In particular, our audit committee will oversee management of enterprise risks, financial risks and risks associated with corporate governance, business conduct

and ethics and will be responsible for overseeing the review and approval of related-party transactions. Our compensation committee will be responsible for overseeing the management of risks relating to our executive compensation plans and arrangements and the incentives created by the compensation awards it administers. Pursuant to the board of directors' instruction, management regularly reports on applicable risks to the relevant committee or the full board of directors, as appropriate, with additional review or reporting on risks conducted as needed or as requested by the board of directors and its committees.

Compensation Committee Interlocks and Insider Participation

Upon the effectiveness of the registration statement of which this prospectus forms a part, our board of directors will form a Compensation Committee as described above. None of our executive officers serves as a member of the board of directors or compensation committee, or other committee serving an equivalent function, of an entity that has one or more of its executive officers serving as a member of our board of directors or Compensation Committee.

Code of Ethics

We intend to adopt a code of ethics in connection with the closing of this offering relating to the conduct of our business by all of our employees, officers and directors. Our code of ethics will satisfy the requirement that we have a "code of conduct" under applicable NYSE rules. It will be posted on our website, www.p10alts.com. We intend to disclose future amendments to certain provisions of this code of business ethics, or waivers of such provisions, applicable to any principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, and our directors, on our website identified above.

COMPENSATION

We are providing compensation disclosure that satisfies the requirements applicable to emerging growth companies, as defined in the JOBS Act.

As an emerging growth company, we have opted to comply with the executive compensation rules applicable to "smaller reporting companies," as such term is defined under the Securities Act. These rules require compensation disclosure for our principal executive officer and the two most highly compensated executive officers other than our principal executive officer.

Summary Compensation Table

The following table sets forth the compensation earned during fiscal 2020 by our principal executive officers and our next two most highly compensated executive officers who served in such capacities on December 31, 2020, collectively comprise our named executive officers.

Name and Principal Position	Year	Salary ($)	Bonus ($)	Option Awards(1) ($)	All Other Compensation ($)	Total ($)
Robert Alpert Co-Chief Executive Officer & Chairman	2020	—	—	—	303,000(2)	303,000
C. Clark Webb Co-Chief Executive Officer	2020	—	—	—	303,000(2)	303,000
William Souder Chief Operating Officer	2020	600,000(3)	—	34,498.62	1,838,288(4)	2,472,787
Jeff P. Gehl Head of Marketing and Distribution	2020	600,000(3)	—	34,500.69	1,838,288(4)	2,472,789

(1) The amounts reported in this column represent the aggregate value of the stock options granted to our named executive officers during 2020, based on their grant date fair value, as determined in accordance with the share-based payment accounting guidance under ASC 718, excluding the impact of estimated forfeitures related to service-based vesting.

(2) Represents the aggregate amount of fees paid to 210/P10 Acquisition Partners, LLC ("210/P10"), over which Messrs. Alpert and Webb have control, in consideration for the services of Messrs. Alpert and Webb to P10 Holdings pursuant to the Services Agreement, dated April 24, 2018, by and among P10 Holdings and 210/P10 (the "Services Agreement"). Consists of a monthly service fee of $31,700 for administration and consulting services and a monthly fee of $18,800 for certain reimbursable expenses to 210/P10 for a total of $606,000 paid to 210/P10 during fiscal year 2020. This agreement was terminated effective December 31, 2020.

(3) Represents total salary earned during the calendar year 2020 pursuant to the executive's employment agreement with RCP 3.

(4) Pursuant to the executive's interest in the general partner of certain RCP funds, this amount represents carried interest payments received by such executive. Such amount does not include additional carried interest payments received by such executive from other RCP funds not controlled by P10 Holdings.

Outstanding Equity Awards At 2020 Fiscal Year End

	Option Awards				
Name	Grant Date	Unexercised Options (#) Exercisable	Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date
Robert Alpert Co-Chief Executive Officer & Chairman	—	—	—	—	—
C. Clark Webb Co-Chief Executive Officer	—	—	—	—	—
William F. Souder	1/31/2019	—	157,850	$ 0.82	1/30/2029
Chief Operating Officer	1/30/2020	—	16,667	$ 2.07	1/30/2030
Jeff P. Gehl	1/31/2019	—	157,850	$ 0.82	1/30/2029
Head of Marketing and Distribution	1/30/2020	—	16,666	$ 2.07	1/30/2030

Pension Benefits and Nonqualified Deferred Compensation

We do not provide pension benefits or nonqualified deferred compensation.

Executive Compensation Arrangements

As described in more detail below, we have employment, severance and/or change in control arrangements with our named executive officers. In addition, upon a change in control, our equity incentive plans provide for accelerated vesting of outstanding equity awards held by participants, including our named executive officers. We do not currently expect to enter into employment, severance or change in control arrangements with our named executive officers in connection with this offering.

2020 Salaries

The base salary payable to each named executive officer is intended to provide a fixed component of compensation reflecting the executive's skill set, experience, role and responsibilities. The actual base salaries paid to each named executive officer other than the Co-Chief Executive Officers for 2020 are set forth above in the Summary Compensation Table in the column entitled "Salary".

Services and Employment Agreements

Robert Alpert. On January 1, 2021, P10 Holdings entered into an employment agreement with Mr. Alpert (the "Alpert Employment Agreement"). The Alpert Employment Agreement provides that Mr. Alpert shall serve as Co-Chief Executive Officer of P10 Holdings and report to its board of directors. The Alpert Employment Agreement provides that the Company shall pay Mr. Alpert a base salary of $600,000 per year, and he shall be eligible to receive an annual bonus and equity compensation in the discretion of the board of directors. Mr. Alpert is entitled to participate in all benefit plans maintained by the Company and to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred in connection with the performance of his duties.

The term of the Alpert Employment Agreement is for one year, provided that on the anniversary of the Alpert Employment Agreement and each annual anniversary thereafter, the Alpert Employment Agreement shall be automatically extended for successive one-year periods unless either party provides written notice of its intention not to extend the term at least ninety (90) days prior to the applicable renewal date. The term of the Alpert Employment Agreement may be terminated (i) by P10 Holdings for Cause (as defined below) or by Mr. Alpert without Good Reason (as defined below), (ii) upon either party's failure to renew the Alpert Employment

Agreement in accordance with its terms, (iii) by P10 Holdings without Cause or by Mr. Alpert for Good Reason, (iv) upon Mr. Alpert's death or by P10 Holdings on account of Mr. Alpert's disability (as defined in the Alpert Employment Agreement).

For purposes of the Alpert Employment Agreement and the Webb Employment Agreement (as defined below):

- "Cause" means the applicable service provider's:
  - Engagement in grossly negligent conduct or willful misconduct;
  - Engagement in misconduct that causes material harm to the reputation of P10 Holdings or knowingly or recklessly engages in conduct which is demonstrably and materially injurious to P10 Holdings or any of its affiliates, monetarily or otherwise;
  - Indictment of, conviction of or plea of guilty or no contest to a crime that constitutes a felony (or state law equivalent) or a crime that involves fraud or dishonesty; or
  - Material breach of any material obligation under the applicable employment agreement or P10 Holdings' written policies.
- "Good Reason" means the occurrence of any of the following, in each case during the term without the service provider's written consent:
  - A material reduction in the employee's base salary, title, authority responsibilities, or duties;
  - Any material breach by the Company of any material provision of the applicable employment agreement;
  - A change in the reporting structure so that (a) the employee does not report solely and directly to the board of directors, or (b) any employee of P10 Holdings does not report, directly or indirectly, to the employee; or
  - A relocation of the employee's principal place of employment to a location more than twenty-five (25) miles from P10 Holdings' current principal place of business.

C. Clark Webb. On January 1, 2021, P10 Holdings entered into an employment agreement with Mr. Webb (the "Webb Employment Agreement"). The Webb Employment Agreement provides that Mr. Webb shall serve as Co-Chief Executive Officer of P10 Holdings and report to its board of directors. The Webb Employment Agreement provides that the Company shall pay Mr. Webb a base salary of $600,000 per year, and he shall be eligible to receive an annual bonus and equity compensation in the discretion of the board of directors. Mr. Webb is entitled to participate in all benefit plans maintained by the Company and to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred in connection with the performance of his duties.

The term of the Webb Employment Agreement is for one year, provided that on the anniversary of the Alpert Employment Agreement and each annual anniversary thereafter, the Webb Employment Agreement shall be automatically extended for successive one-year periods unless either party provides written notice of its intention not to extend the term at least ninety (90) days prior to the applicable renewal date. The term of the Webb Employment Agreement may be terminated (i) by P10 Holdings for Cause (as defined above) or by Mr. Webb without Good Reason (as defined above), (ii) upon either party's failure to renew the Webb Employment Agreement in accordance with its terms, (iii) by P10 Holdings without Cause or by Mr. Webb for Good Reason, (iv) upon Mr. Webb's death or by P10 Holdings on account of Mr. Webb's disability (as defined in the Webb Employment Agreement).

210/P10 Services Agreement. Prior to the entry into the Alpert Employment Agreement and Webb Employment Agreement, Messrs. Alpert and Webb served as P10 Holdings' co-Chief Executive Officers and were compensated pursuant to a service agreement. On April 24, 2018, the P10 Holdings entered into the Services

Agreement with 210/P10, pursuant to which 210/P10 as a service provider continued to provide certain consulting and administrative services to the Company as mutually agreed from time to time. The Services Agreement provided for a monthly services fee in the amount of $31,700, payable in advance within the first five business days of each month, and the reimbursement of ongoing monthly expenses in the amount of $18,827. The Services Agreement was terminated effective December 31, 2020.

210/P10 is managed by its sole member, 210 Capital, LLC, which is managed by its members Covenant RHA Partners, L.P. ("RHA Partners") and CCW/LAW Holdings, LLC ("CCW Holdings"). Mr. Webb is the sole member of CCW Holdings. RHA Partners is managed by its general partner, RHA Investments, Inc., of which Mr. Alpert is the President and sole shareholder.

William F. Souder. On January 1, 2021, RCP3 and P10 Holdings entered into an amendment to that certain employment agreement with Mr. Souder, effective as of January 1, 2021 (the "Souder Employment Agreement"), pursuant to which Mr. Souder serves as the Chief Operating Officer of P10 Holdings and Managing Partner and President of RCP 3 and as a member of each of RCP 3's and P10 Holdings' Board of Managers. Pursuant to the terms of the Souder Employment Agreement, P10 Holdings shall pay Mr. Souder an annual rate of base salary of $600,000 in periodic installments in accordance with P10 Holdings' customary payroll practices, and P10 Holdings may, but shall not be required to, increase the base salary during the term. Mr. Souder's current base salary is $600,000. In addition, P10 Holdings may pay Mr. Souder additional incentive compensation including stock options in P10 Holdings, additional cash compensation, and/or carried interests in new fund clients of P10 Holdings, at the discretion of the Board of Managers of RCP 3 and considering, among other factors, the financial performance of RCP 3. Mr. Souder is also entitled to fringe benefits and perquisites consistent with the practice of P10 Holdings and to participate in all employee benefit plans, practices and programs maintained by P10 Holdings. During the term of the Souder Employment Agreement, Mr. Souder is entitled to 25 days of paid vacation per calendar year and reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by Mr. Souder in connection with the performance of his duties.

The term of the Souder Employment Agreement shall continue until the fifth anniversary of the effective date, or January 1, 2023, provided that on such fifth anniversary and each annual anniversary thereafter, the Souder Employment Agreement shall be automatically extended for successive one-year periods unless either party provides written notice of its intention not to extend the term at least sixty (60) days prior to the applicable renewal date. The term of the Souder Employment Agreement may be terminated (i) by P10 Holdings for Cause (as defined below) or by Mr. Souder without Good Reason (as defined below), (ii) upon either party's failure to renew the Souder Employment Agreement in accordance with its terms, (iii) by P10 Holdings without Cause or by Mr. Souder for Good Reason, (iv) upon Mr. Souder's death or by P10 Holdings on account of Mr. Souder's disability (as defined in the Souder Employment Agreement).

For purposes of the Souder Employment Agreement and the Gehl Employment Agreement (as defined below):

- "Cause" means any of the following:
    - persistent failure to perform his or her duties (other than any failure resulting from incapacity due to physical or mental illness);
    - failure to comply with any valid and legal directive of RCP 3 or P10 Holdings;
    - engagement in dishonesty, illegal conduct, or misconduct, which is, in each case, injurious to RCP 3 or P10 Holdings or its affiliates;
    - embezzlement, misappropriation, or fraud, whether or not related to executive's employment with RCP 3 or P10 Holdings;
    - conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

- violation of a material policy of RCP 3 or P10 Holdings;
- willful unauthorized disclosure of confidential information of RCP 3 or P10 Holdings;
- material breach of any material obligation under the applicable employment agreement or any other written agreement between the executive and RCP 3 or P10 Holdings; or
- material failure to comply with RCP 3's or P10 Holdings' written policies or rules, as they may be in effect from time to time during the term.

Provided, however, that actions described in bullets (i), (ii), (vi),(vii), (viii), and (ix) shall constitute Cause thirty (30) days following written notice to the executive unless executive cures such action to the satisfaction of P10 Holdings as determined in P10 Holdings' sole discretion

- "Good Reason" means the occurrence of any of the following, in each case during the term without the executive's written consent:
  - a material reduction in (1) executive's salary, other than a general reduction that affects all similarly situated executives in substantially the same proportions, or (2) executive's participation in other material benefits, including stock options in the P10 Holdings, carried interests, and other incentive compensation, based on the historic practices of RCP 3 and P10 Holdings;
  - any material breach by RCP 3 or P10 Holdings of any material provision of the applicable employment agreement;
  - RCP 3's or P10 Holding's failure to obtain an agreement from any successor to RCP 3 or P10 Holdings to assume and agree to perform the applicable employment agreement in the same manner and to the same extent that RCP 3 or P10 Holdings would be required to perform if no succession had taken place, except where the assumption occurs by operation of law;
  - a material, adverse change in executive's authority, duties, or responsibilities (other than temporarily while the executive is physically or mentally incapacitated or as required by applicable law); or
  - a permanent relocation by RCP 3 or P10 Holding's of the executive's principal place of employment by more than one hundred (100) miles from the principal place of executive's employment set forth in the applicable employment agreement.

Jeff P. Gehl. On January 1, 2021, RCP 3 and P10 Holdings entered into an amendment to that certain employment agreement with Mr. Gehl, effective as of January 1, 2021 (the "Gehl Employment Agreement"), pursuant to which Mr. Gehl serves as Head of Marketing and Distribution of P10 Holdings and Managing Partner and Vice President of RCP 3 and as a member of P10 Holdings's and RCP 3's Board of Managers. Pursuant to the terms of the Gehl Employment Agreement, P10 Holdings shall pay Mr. Gehl an annual rate of base salary of $600,000 in periodic installments in accordance with P10 Holdings' customary payroll practices, and P10 Holdings may, but shall not be required to, increase the base salary during the term. Mr. Gehl's current base salary is $600,000. In addition, P10 Holdings may pay Mr. Gehl additional incentive compensation including stock options in P10 Holdings, additional cash compensation, and/or carried interests in new fund clients of P10 Holdings, at the discretion of the Board of Managers of RCP 3 and considering, among other factors, the financial performance of RCP 3. Mr. Gehl is also entitled to fringe benefits and perquisites consistent with the practice of P10 Holdings and to participate in all employee benefit plans, practices and programs maintained by P10 Holdings. During the term of the Gehl Employment Agreement, Mr. Gehl is entitled to 25 days of paid vacation per calendar year and reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by Mr. Gehl in connection with the performance of his duties.

The term of the Gehl Employment Agreement shall continue until the fifth anniversary of the effective date, or January 1, 2023, provided that on such fifth anniversary and each annual anniversary thereafter, the Gehl

Employment Agreement shall be automatically extended for successive one-year periods unless either party provides written notice of its intention not to extend the term at least sixty (60) days prior to the applicable renewal date. The term of the Gehl Employment Agreement may be terminated (i) by P10 Holdings for Cause (as defined above) or by Mr. Gehl without Good Reason (as defined above), (ii) upon either party's failure to renew the Gehl Employment Agreement in accordance with its terms, (iii) by P10 Holdings without Cause or by Mr. Gehl for Good Reason, (iv) upon Mr. Gehl's death or by P10 Holdings on account of Mr. Gehl's disability (as defined in the Gehl Employment Agreement).

Termination Payments and Benefits

Mr. Alpert. In the event of Mr. Alpert's termination due to Cause, death, disability or by Mr. Alpert without Good Reason, Mr. Alpert shall be entitled to receive any accrued but unpaid base service fee, accrued but unused vacation time, reimbursement for unreimbursed business expenses and the benefits (including equity compensation), if any, to which he may be entitled under the Company's benefit plans (collectively, the "Accrued Amounts"). If Mr. Alpert's employment is terminated without Cause or by Mr. Alpert for Good Reason, Mr. Alpert shall be entitled to receive the Accrued Amounts, if any, plus a severance payment, payable in a lump sum, equal to 12 months of his base salary, reimbursement for his cost of COBRA premiums for health insurance continuation coverage (to the extent such premiums exceed the contributory cost for the same coverage charged to active employees) for 12 months or until his right to COBRA continuation expires, whichever is shorter, the target amount of the any annual bonus, and immediate vesting of any equity granted to him.

Mr. Webb. In the event of Mr. Webb's termination due to Cause, death, disability or by Mr. Webb without Good Reason, Mr. Webb shall be entitled to receive the Accrued Amounts. If Mr. Webb's employment is terminated without Cause or by Mr. Webb for Good Reason, Mr. Alpert shall be entitled to receive the Accrued Amounts, if any, plus a severance payment, payable in a lump sum, equal to 12 months of his base salary, reimbursement for his cost of COBRA premiums for health insurance continuation coverage (to the extent such premiums exceed the contributory cost for the same coverage charged to active employees) for 12 months or until his right to COBRA continuation expires, whichever is shorter, the target amount of the any annual bonus, and immediate vesting of any equity granted to him.

Mr. Souder. In the event of Mr. Souder's termination due to non-renewal, by RCP 3 for Cause or by Mr. Souder without Good Reason, Mr. Souder shall be entitled to receive any accrued but unpaid base salary and accrued but unused vacation, reimbursement for unreimbursed business expenses and the benefits (including equity compensation), if any, to which he may be entitled under RCP 3's benefit plans, provided that in no event shall Mr. Souder be entitled to any payments in the nature of severance or termination payments (collectively, the "Employee Accrued Amounts"). If Mr. Souder's employment is terminated by RCP 3 without Cause or by Mr. Souder for Good Reason, Mr. Souder shall be entitled to receive the Employee Accrued Amounts, and subject to execution and effectiveness of a mutual release of claims, Mr. Souder shall be entitled to receive his continued base salary for three (3) months following the termination date. If Mr. Souder's obligations are terminated on account of his death or disability, he (or his estate and/or beneficiaries, as the case may be) shall be entitled to receive the Employee Accrued Amounts.

Mr. Gehl. In the event of Mr. Gehl's termination due to non-renewal, by RCP 3 for Cause or by Mr. Gehl without Good Reason, Mr. Gehl shall be entitled to receive the Employee Accrued Amounts. If Mr. Gehl's employment is terminated by RCP 3 without Cause or by Mr. Gehl for Good Reason, Mr. Gehl shall be entitled to receive the Employee Accrued Amounts, and subject to execution and effectiveness of a mutual release of claims, Mr. Gehl shall be entitled to receive his continued base salary for three (3) months following the termination date. If Mr. Gehl's obligations are terminated on account of his death or disability, he (or his estate and/or beneficiaries, as the case may be) shall be entitled to receive the Employee Accrued Amounts.

Equity Compensation

2018 Stock Incentive Plan

P10 Holdings has adopted the 2018 Stock Incentive Plan (the "2018 Plan"). At December 31, 2020, there were outstanding options to purchase shares of common stock in P10 Holdings. As part of the Reorganization, options to purchase shares of our Class A common stock replaced all outstanding options to purchase shares of P10 Holdings common stock. All unvested awards under the 2018 Plan will be replaced by awards vesting in Class A common stock according to the vesting schedule in effect prior to this offering. Following the effectiveness of the 2021 Stock Incentive Plan, we intend to amend the 2018 Plan to provide that no further awards will be issued thereunder.

2021 Stock Incentive Plan

We anticipate that our board of directors will adopt a new omnibus equity incentive plan (the "2021 Stock Incentive Plan") and that the 2021 Stock Incentive Plan will be approved by our sole stockholder prior to the Reorganization and consummation of this offering. The purposes of the 2021 Stock Incentive Plan are to advance the interests of P10 by enhancing its ability to attract and retain employees, officers and non-employee directors, in each case who are selected to be participants in the plan, and by motivating them to continue working toward and contributing to the success and growth of P10. Persons eligible to receive awards under the 2021 Stock Incentive Plan will include current and prospective employees, current and prospective officers and members of our board of directors who are not our employees. The 2021 Stock Incentive Plan will replace our previously existing equity compensation plan, the 2018 Plan, going forward. Following the adoption of the 2021 Stock Incentive Plan, no additional awards will be granted under the 2018 Plan.

The 2021 Stock Incentive Plan will authorize the award of incentive and nonqualified stock options, stock appreciation rights ("SARs"), restricted stock, restricted stock units, incentive bonuses and divided equivalents, any of which may be performance-based. We believe the variety of awards that may be granted under this plan will give us the flexibility to offer competitive incentives and to tailor benefits to specific needs and circumstances.

The 2021 Stock Incentive Plan will be administered by our Compensation Committee. The Compensation Committee will have the authority to interpret the 2021 Stock Incentive Plan and prescribe, amend and rescind rules and make all other determinations necessary or desirable for the administration of the plan. The 2021 Stock Incentive Plan will permit the Compensation Committee to select the participants, to determine the terms and conditions of those awards, including but not limited to the exercise price, the number of Class A shares subject to awards, the term of the awards and the performance goals, and to determine the restrictions applicable to awards and the conditions under which any restrictions will lapse. The Compensation Committee will also have the discretion to determine the vesting schedule applicable to awards, provided that all awards (other than awards being replaced as part of the Reorganization) will vest in no less than one year. Notwithstanding the foregoing, the 2021 Stock Incentive Plan will prohibit the taking of any action with respect to an award that would be treated, for accounting purposes, as a "repricing" of such award at a lower exercise, base or purchase price, unless such action is approved by our stockholders.

We anticipate that shares of Class A common stock (representing approximately 10% of the number of shares of Class A common stock outstanding immediately after the closing of this offering, assuming the exercise in full of the underwriters' option to purchase additional shares) will be reserved for issuance under the 2021 Stock Incentive Plan. The maximum number of Class A shares subject to awards (other than awards being replaced as part of the Reorganization) which may be granted to any individual during any fiscal year is and the maximum number of Class A shares subject to stock options and SARs (other than awards being replaced as part of the Reorganization) granted to any individual during a calendar year is .

Awards granted under the 2021 Stock Incentive Plan will be evidenced by award agreements. The terms of all options granted under the 2021 Stock Incentive Plan will be determined by the Compensation Committee but

may not extend beyond 10 years after the date of grant. Stock options and SARs granted under the 2021 Stock Incentive Plan will have an exercise price that is determined by the Compensation Committee, provided that, except in the case of awards being replaced as part of the Reorganization, the exercise price shall not be less than the fair market value of a share of our Class A common stock on the date of grant.

Upon the death or disability of a plan participant, or upon the occurrence of a change in control or other event, in each case, as determined by the Compensation Committee, the Compensation Committee may, but is not required to, provide that each award granted under the 2021 Stock Incentive Plan will become immediately vested and, to the extent applicable, exercisable.

Our board of directors will have the authority to amend or terminate the 2021 Stock Incentive Plan at any time. Stockholder approval for an amendment will generally not be obtained unless required by applicable law or stock exchange rule or deemed necessary or advisable by our board of directors. Unless previously terminated by our board of directors, the 2021 Stock Incentive Plan will terminate on the tenth anniversary of the date it is adopted by our sole stockholder. Amendments to outstanding awards, however, will require the consent of the holder if the amendment adversely affects the rights of the holder.

We intend to file with the SEC a registration statement on Form S-8 covering the Class A common stock issuable under the 2021 Stock Incentive Plan.

Federal Income Tax Consequences Relating to Awards Granted Pursuant to the Plan

The following discussion addresses certain U.S. federal income tax consequences relating to awards granted under the Plan. This discussion does not cover federal employment tax or other federal tax consequences that may be associated with the Plan, nor does it cover state, local or non-U.S. taxes.

Incentive Stock Options (ISOs). There are no federal income tax consequences when an ISO is granted. A participant will also generally not recognize taxable income when an ISO is exercised, provided that the participant was our employee during the entire period from the date of grant until the date the ISO was exercised (although the excess of the fair market value of the shares at the time of exercise over the exercise price of ISOs is included when calculating a participant's alternative minimum tax liability). If the participant terminates service before exercising the ISO, the employment requirement will still be met if the ISO is exercised within three months of the participant's termination of employment for reasons other than death or disability, within one year of termination of employment due to disability, or before the expiration of the ISO in the event of death. Upon a sale of the shares acquired upon exercise of an ISO, the participant realizes a long-term capital gain (or loss), equal to the difference between the sales price and the exercise price of the shares, if he or she sells the shares at least two years after the ISO grant date and has held the shares for at least one year. If the participant disposes of the shares before the expiration of these periods, then he or she recognizes ordinary income at the time of the sale (or other disqualifying disposition) equal to the lesser of (i) the gain he or she realized on the sale, and (ii) the difference between the exercise price and the fair market value of the shares on the exercise date. We generally receive a corresponding tax deduction in the same amount that the participant recognizes as income. If the employment requirement described above is not met, the tax consequences related to NQSOs, discussed below, will apply.

Nonqualified Stock Options (NQSOs). In general, a participant has no taxable income at the time a NQSO is granted but realizes income at the time he or she exercises a NQSO, in an amount equal to the excess of the fair market value of the shares at the time of exercise over the exercise price. We generally receive a corresponding tax deduction in the same amount that the participant recognizes as income. Any gain or loss recognized upon a subsequent sale or exchange of the shares is generally treated as capital gain or loss for which we are not entitled to a deduction.

SARs. A participant has no taxable income at the time a SAR is granted but realizes income at the time he or she exercises a SAR, in an amount equal to the excess of the fair market value of the shares at the time of exercise

over the fair market value of the shares on the date of grant to which the SAR relates. We receive a corresponding tax deduction in the same amount that the participant recognizes as income. If a participant receives shares when he or she exercises a SAR, any gain or loss recognized upon a subsequent sale or exchange of the shares is generally treated as capital gain or loss for which we are not entitled to a deduction.

Restricted Stock (including Performance Stock). Unless a participant makes an election to accelerate the recognition of income to the date of grant as described below, the participant will not recognize income at the time a restricted stock award is granted. When the restrictions lapse, the participant will recognize ordinary income equal to the fair market value of the shares as of that date, less any amount paid for the stock, and we will be allowed a corresponding tax deduction at that time. If the participant timely files an election under Section 83(b) of the Code, the participant will recognize ordinary income as of the date of grant equal to the fair market value of the shares as of that date, less any amount the participant paid for the shares, and we will be allowed a corresponding tax deduction at that time. Any gain or loss recognized upon a subsequent sale or exchange of the shares is generally treated as capital gain or loss for which we are not entitled to a deduction.

Restricted Stock Units (RSUs) (including Performance Stock Units (PSUs)). A participant does not recognize income at the time a RSU is granted. When shares are delivered to a participant under a RSU, the participant will recognize ordinary income in an amount equal to the fair market value of the shares on the date of delivery, and we generally will be allowed a corresponding tax deduction at that time. Any gain or loss recognized upon a subsequent sale or exchange of the shares is generally treated as capital gain or loss for which we are not entitled to a deduction.

Bonus Shares and Dividend Equivalents. A participant will recognize ordinary income on the date on which bonus shares are granted, equal to the closing price of the shares on such date, and we generally will be entitled to a corresponding deduction. Any gain or loss recognized upon a subsequent sale or exchange of the shares is generally treated as capital gain or loss for which we are not entitled to a deduction. A participant also recognizes ordinary income on the date on which dividend equivalents are paid and we are entitled to a corresponding deduction at that time.

Tax Withholding. When a participant recognizes ordinary income with respect to exercise of a stock option or SAR, vesting of restricted stock (or granting of such award, if the participant makes an 83(b) election), settlement of an RSU award, delivery of bonus shares, or upon the payment of dividend equivalents, federal tax regulations require that we collect income taxes at withholding rates.

Code Section 162(m) and 409A. Section 162(m) of the Code denies a federal income tax deduction for certain compensation in excess of $1,000,000 per year paid to certain executive employees, which may limit our ability to fully deduct the value of awards under the Plan. Section 409A of the Code provides additional tax rules governing nonqualified deferred compensation, which may impose additional taxes on participants for certain types of nonqualified deferred compensation that is not in compliance with Section 409A. The Plan is designed to prevent awards from being subject to the requirements of Section 409A.

Director Compensation

Our policy is to not pay director compensation to directors who are also our employees. We intend to establish compensation practices for our non-employee directors. Such compensation may be paid in the form of cash, equity or a combination of both. We may also pay additional fees to the chairs of each of the audit and compensation committees of the board of directors. All members of the board of directors will be reimbursed for reasonable costs and expenses incurred in attending meetings of our board of directors. In 2020, P10 Holdings' independent directors were compensated quarterly in arrears for their service, such compensation consisting of cash. Each independent director of P10 Holdings received board fees equal to $15,000 for fiscal year 2020.

RELATED-PARTY TRANSACTIONS

Past Transactions

Effective May 1, 2018, P10 Holdings pays a monthly services fee of $31,700 for administration and consulting services along with a monthly fee of $18,800 for certain reimbursable expenses to 210/P10, which owns approximately 24.9% of P10 Holdings prior to the Reorganization. In addition, P10 Holdings paid 210/P10 a one-time retainer of $46,900 in 2018, plus $129,900 in retroactive expenses. In total, P10 Holdings paid 210/P10 approximately $0.6 million in 2019 and 2018.

Sublease Agreement

Prior to this offering, P10 Holdings entered into a sublease agreement with 210 Capital pursuant to which P10 Holdings subleased its office space in Dallas, Texas from 210 Capital. Messrs. Webb and Alpert are principals of 210 Capital. The term of the sublease is January 1, 2021 to December 31, 2029. Monthly rent is $20,272, with an expected annual rent payment of approximately $243,264. The rent on a rentable square foot basis is equal to the rent in the primary lease.

Proposed Transactions with P10, Inc.

In connection with the Reorganization, we have or will engage in certain transactions with certain of our directors, director nominees, each of our executive officers and other persons and entities who will become holders of 5% or more of our voting securities, through their ownership of shares of our Class B common stock. These transactions are described in “Historical Ownership Structure, the Reorganization and Recent Transactions.”

P10, Inc. has had no assets or business operations since its incorporation and has not engaged in any transactions with our current directors, director nominees, executive officers or sole security holder prior to the Reorganization and this offering.

Stockholders Agreement and Registration Rights

Prior to this offering, P10 entered into the Stockholders Agreement with certain investors, including employees, pursuant to which the investors were granted piggyback and demand registration rights.

Indemnification Agreements

Our bylaws, as will be in effect prior to the closing of this offering, provide that we will indemnify our directors and officers to the fullest extent permitted by the DGCL, subject to certain exceptions contained in our bylaws. In addition, our amended and restated certificate of incorporation, as will be in effect prior to the closing of this offering, will provide that our directors will not be liable for monetary damages for breach of fiduciary duty.

Prior to the closing of this offering, we will enter into indemnification agreements with each of our executive officers and directors. The indemnification agreements will provide the executive officers and directors with contractual rights to indemnification, and expense advancement and reimbursement, to the fullest extent permitted under the DGCL, subject to certain exceptions contained in those agreements.

There is no pending litigation or proceeding naming any of our directors or officers to which indemnification is being sought, and we are not aware of any pending litigation that may result in claims for indemnification by any director or officer.

Related-Party Transaction Approval Policy

In connection with this offering, we will adopt a written policy relating to the approval of related-party transactions. We will review all relationships and transactions (in excess of a specified threshold) in which we and our directors and executive officers or their immediate family members are participants to determine whether such persons have a direct or indirect material interest. Our legal department will be primarily responsible for the development and implementation of processes and controls to obtain information from our directors and executive officers with respect to related-party transactions and for determining, based on the facts and circumstances, whether we or a related person have a direct or indirect material interest in the transaction.

In addition, our Audit Committee will review and approve or ratify any related-party transaction reaching a certain threshold of significance. In approving or rejecting any such transaction, we expect that our Audit Committee will consider the relevant facts and circumstances available and deemed relevant to the Audit Committee.

Any member of the Audit Committee who is a related person with respect to a transaction under review will not be permitted to participate in the deliberations or vote on approval or ratification of the transaction.

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of P10, Inc. Class A common stock and Class B common stock by:

- each person known to us to beneficially own more than 5% of our Class A common stock or our Class B common stock;
- each of our directors;
- each of our named executive officers; and
- all directors and executive officers as a group.

This beneficial ownership information is presented after giving effect to the issuance of shares of Class A common stock in this offering, which assumes the shares of Class A common stock are offered at $ per share (the midpoint of the price range listed on the cover page of this prospectus). See "Prospectus Summary—The Offering." The number of shares of Class A common stock listed in the table below represents (i) shares of Class A common stock directly owned. See "Organizational Structure."

The number of shares beneficially owned by each stockholder is determined under rules issued by the SEC and includes voting or investment power with respect to securities. Under these rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power. In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to options, or other rights, including the exchange right described above, held by such person that are currently exercisable or will become exercisable within 60 days of the date of this prospectus, are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person.

The address for all persons listed in the table is: c/o P10, Inc., 4514 Cole Avenue, Suite 1600, Dallas, Texas 75205.

Name of Beneficial Owner	Class A common stock owned before the offering		Class B common stock owned before the offering		% total voting power before the offering	% total economic interest in P10, Inc. before the offering	Class A Common stock owned after the offering if underwriters' option is not exercised(1)		Class B Common stock owned after the offering if underwriters' option is not exercised(1)		% total voting power after the offering if under-writers' option is not exercised(1)	% total economic interest in P10, Inc. after the offering if under-writers' option is not exercised(1)
	Number	%	Number	%			Number	%	Number	%		
Named Executive Officers and Directors:												
Robert Alpert												
C. Clark Webb												
William F. Souder												
Jeff P. Gehl												
Amanda Coussens												
Robert B. Stewart Jr.												
Nell M. Blatherwick												
All executive officers and directors as a group (7 persons)												
Other 5% Beneficial Owners:												
												%
												%

(1) If the underwriters' option is exercised in full, the common stock owned after the offering will be as follows:

Common stock owned after the offering if underwriters' option is exercised in full					% of total voting power after the offering if under-writers' option is exercised in full	% total economic interest in P10, Inc. after the offering if under-writers' option is exercised in full
	Class A		Class B			
Name of Beneficial Owner	Number	%	Number			%
Named Executive Officers and Directors:						
All executive officers and directors as a group (persons)						
Other 5% Beneficial Owners:						

DESCRIPTION OF CAPITAL STOCK

The following is a description of our capital stock as it will be in effect upon the consummation of this offering. The following summary is qualified in its entirety by reference to our amended and restated certificate of incorporation and bylaws, the forms of which have been filed as exhibits to the registration statement of which this prospectus forms a part, and by applicable law.

Upon consummation of this offering, our authorized capital stock will consist of shares of Class A common stock, par value $0.001 per share, shares of Class B common stock, par value $0.001 per share and 10,000,000 shares of preferred stock, par value $0.001 per share. Upon consummation of this offering, shares of Class A common stock, shares of Class B common stock and no shares of preferred stock will be outstanding. Unless our board of directors determines otherwise, we will issue all shares of our Class A common stock and Class B common stock in uncertificated form.

Common Stock

Class A common stock

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

Stockholders do not have the ability to cumulate votes for the election of directors. Our amended and restated certificate of incorporation provides for a classified board of directors consisting of three classes of approximately equal size, each serving staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms.

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

Shares of Class A common stock and Class B common stock will receive equivalent economic treatment in any stock reclassification, stock splits or other similar transaction, as well as in any acquisition or merger of the Company.

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

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

Class B common stock

Holders of our Class B common stock are entitled to ten votes for each share held of record on all matters submitted to a vote of stockholders prior to a Sunset. See “Organizational Structure—Voting Rights of Class A and Class B Common Stock.” A “Sunset” is triggered by the earlier of the following: (a) the Sunset Holders (as defined herein) cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been

converted into Class A Common Stock); (b) the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock; and (c) upon the tenth anniversary of the effective date of the amended and restated certificate of incorporation.

After a Sunset becomes effective, holders of our Class B common stock automatically convert into Class A common stock. In addition, each share of Class B common stock will automatically convert into Class A common stock upon any transfer except to certain permitted transferees.

Holders of the Class B common stock are not entitled to dividends in respect of their shares of Class B common stock.

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

Upon our dissolution or liquidation or the sale of all or substantially all of our assets, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of our Class B common stock will be entitled to receive their share of our remaining assets available for distribution, pro rata with distributions to the Class A common stock. Holders of our Class B common stock do not have preemptive or subscription rights. After this offering, there will be no further issuances of Class B common stock except in connection with a stock split, stock dividend, reclassification or similar transaction.

Upon any transfer, Class B common stock converts automatically on a one-for-one basis to shares of Class A common stock, except in the case of transfers to certain permitted transferees, which includes any controlled affiliate of such holder, an investment fund managed and controlled by such holder and any estate planning entity. In addition, holders of Class B common stock may elect to convert shares of Class B common stock on a one-for-one basis into Class A common stock at any time.

Preferred Stock

Our board of directors has the authority to issue preferred stock in one or more classes or series and to fix the rights, preferences, privileges and related restrictions, including dividend rights, dividend rates, conversion rights, voting rights, the right to elect directors, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any class or series, or the designation of the class or series, without the approval of our stockholders.

The authority of our board of directors to issue preferred stock without approval of our stockholders may have the effect of delaying, deferring or preventing a change in control of our company and may adversely affect the voting and other rights of the holders of our common stock. The issuance of preferred stock with voting and conversion rights may adversely affect the voting power of the holders of our common stock, including the loss of voting control to others.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of the NYSE, which would apply so long as the Class A common stock remains listed on the NYSE, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of Class A common stock. These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

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

Series A Junior Participating Preferred Stock Purchase Rights

We will include a description of the Series A Junior Participating Preferred Stock Purchase Rights in a subsequent amendment.

Anti-Takeover Effects of Provisions of Delaware Law and our Amended and Restated Certificate of Incorporation and Bylaws

Certain provisions of our amended and restated certificate of incorporation and bylaws could discourage potential acquisition proposals and could delay or prevent a change in control. These provisions are intended to enhance the likelihood of continuity and stability in the composition of our board of directors and in the policies formulated by our board of directors and to discourage certain types of transactions that may involve an actual or threatened change of control. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal or proxy fight. Such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our Class A common stock that could result from actual or rumored takeover attempts. Such provisions also may have the effect of preventing changes in our management or delaying or preventing a transaction that might benefit you or other minority stockholders.

These provisions include:

Super Voting Stock. The Class A common stock and Class B common stock will vote together on all matters on which stockholders are entitled to vote, except as set forth in our amended and restated certificate of incorporation or required by applicable law. However, until a Sunset becomes effective, the Class B common stock will have ten votes per share and the Class A common stock will have one vote per share. Consequently, the holders of our Class B common stock will have greater influence over decisions to be made by our stockholders, including the election of directors.

Action by Written Consent; Special Meetings of Stockholders. The DGCL permits stockholder action by written consent unless otherwise provided by our amended and restated certificate of incorporation. Our amended and restated certificate of incorporation will permit stockholder action by written consent so long as the Class B common stock represents a majority of the voting power of our outstanding common stock, and will preclude stockholder action by written consent if and when the Class B common stock ceases to represent a majority of the voting power of our outstanding common stock. If permitted by the applicable certificate of designation, future series of preferred stock may take action by written consent. Our amended and restated certificate of incorporation and our bylaws provide that special meetings of stockholders may be called only by the board of directors or the chairman of the board of directors, and only proposals included in the company's notice may be considered at such special meetings.

Election and Removal of Directors. The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless our amended and restated certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not expressly provide for cumulative voting. Directors may be removed, but only for cause, upon the affirmative vote of holders of at least 75% of the voting power of the outstanding shares of our capital stock entitled to vote generally in the election of directors, voting together as a single class, except that prior to a Sunset, directors may be removed, with or without cause, by the affirmative vote or consent of the holders of a majority of the voting power of the outstanding shares of

our capital stock entitled to vote generally in the election of directors. In addition, the certificate of designation pursuant to which a particular series of preferred stock is issued may provide holders of that series of preferred stock with the right to elect additional directors. In addition, under our amended and restated certificate of incorporation, our board of directors will be divided into three classes of directors, each of which will hold office for a three-year term. The existence of a classified board could delay a successful tender offeror from obtaining majority control of our board of directors, and the prospect of that delay might deter a potential offeror.

Authorized but Unissued Shares. The authorized but unissued shares of common stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing rules of the NYSE. The existence of authorized but unissued and unreserved common stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise. See "—Preferred Stock" and "—Authorized but Unissued Capital Stock" above.

Business Combinations with Interested Stockholders. In general, Section 203 of the DGCL, an anti-takeover law, prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with a person or group owning 15% or more of the corporation's voting stock, which person or group is considered an interested stockholder under the DGCL, for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner.

We elected in our amended and restated certificate of incorporation not to be subject to Section 203. However, our amended and restated certificate of incorporation contains provisions that have the same effect as Section 203, except that it provides that the Sunset Holders, their affiliates, groups that include the Sunset Holders, and certain of their direct and indirect transferees will not be deemed to be "interested stockholders," regardless of the percentage of our voting stock owned by them, and accordingly will not be subject to such restrictions.

NOL Protective Provision. We have also included a protective provision in our amended and restated certificate of incorporation designed to assist the Company in protecting the long-term value of its accumulated NOLs by limiting certain transfers of the Company's common stock, which requires any person attempting to become a holder of 4.99% or more of our common stock to seek the approval of our board of directors. Pursuant to its terms, this provision will expire on the third anniversary of the offering, unless terminated prior to such time at the sole discretion of the board of directors.

Rights Agreement. P10, Inc. intends to enter into a rights agreement in an effort to preserve the value of P10, Inc.'s NOLs and other tax benefits. P10, Inc.'s ability to utilize its NOLs may be substantially limited if P10, Inc. experiences an "ownership change" within the meaning of Section 382 of the Code. In general, an "ownership change" would occur if the percentage of P10, Inc.'s ownership by one or more "5-percent shareholders" (as defined in the Code) increases by more than 50 percent over the lowest percentage owned by such stockholders at any time during the prior three years. The Rights Agreement will be designed to preserve P10, Inc.'s tax benefits by deterring transfers of common stock that could result in an "ownership change" under Section 382 of the Code.

Other Limitations on Stockholder Actions. Our bylaws will also impose some procedural requirements on stockholders who wish to:

- make nominations in the election of directors;
- propose that a director be removed; or
- propose any other business to be brought before an annual or special meeting of stockholders.

Under these procedural requirements, in order to bring a proposal before a meeting of stockholders, a stockholder must deliver timely notice of a proposal pertaining to a proper subject for presentation at the meeting to our corporate secretary containing, among other things, the following:

- the stockholder's name and address;
- the number of shares beneficially owned by the stockholder and evidence of such ownership;
- the names of all persons with whom the stockholder is acting in concert and a description of all arrangements and understandings with those persons
- a description of any agreement, arrangement or understanding reached with respect to shares of our stock, such as borrowed or loaned shares, short positions, hedging or similar transactions
- a description of the business or nomination to be brought before the meeting and the reasons for conducting such business at the meeting; and
- any material interest of the stockholder in such business.

Our bylaws set out the timeliness requirements for delivery of notice.

In order to submit a nomination for our board of directors, a stockholder must also submit any information with respect to the nominee that we would be required to include in a proxy statement, as well as some other information. If a stockholder fails to follow the required procedures, the stockholder's proposal or nominee will be ineligible and will not be voted on by our stockholders.

Limitations on Liability and Indemnification of Officers and Directors

Our amended and restated certificate of incorporation and bylaws provide indemnification for our directors and officers to the fullest extent permitted by the DGCL. Prior to the completion of this offering, we intend to enter into indemnification agreements with each of our directors and executive officers that may, in some cases, be broader than the specific indemnification provisions contained under Delaware law. In addition, as permitted by Delaware law, our amended and restated certificate of incorporation includes provisions that eliminate the personal liability of our directors for monetary damages resulting from breaches of certain fiduciary duties as a director. The effect of this provision is to restrict our rights and the rights of our stockholders in derivative suits to recover monetary damages against a director for breach of fiduciary duties as a director, except that a director will be personally liable for:

- any breach of his duty of loyalty to us or our stockholders;
- acts or omissions not in good faith, or which involve intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the General Corporation Law of the State of Delaware; or
- any transaction from which the director derived an improper personal benefit; or improper distributions to stockholders.

These provisions may be held not to be enforceable for violations of the federal securities laws of the United States.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is American Stock Transfer & Trust Company, LLC.

Listing

We have applied to list our Class A common stock on the NYSE under the symbol "PX".

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. No prediction can be made as to the effect, if any, of future sales of shares, or the availability for future sales of shares, will have on the market price of our Class A common stock prevailing from time to time. The sale of substantial amounts of our Class A common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of our Class A common stock. Prior to this offering, our common stock was quoted for trading on the OTC Pink Open Market under the ticker "PIOE". On , 2021, the last reported sale price for P10 Holdings' common stock on the OTC Pink Open Market was $ per share. See "Organizational Structure."

Upon completion of this offering, we will have a total of shares of our Class A common stock outstanding, assuming the issuance of shares of Class A common stock offered by us in this offering and shares of Class B common stock that are convertible into Class A common stock at the discretion of the holder and upon its resale. All of the shares sold in this offering, and of our Class B shares, will be freely tradable without restriction or further registration under the Securities Act, except for such shares that may be held or acquired by an "affiliate" of ours, which shares will be "restricted securities." Under the Securities Act, an "affiliate" of a company is a person that directly or indirectly controls, is controlled by or is under common control with that company. Upon expiration of the lock-up agreements described below, these restricted securities would be eligible for sale in the public market pursuant to Rules 144 or 701 promulgated under the Securities Act, which rules are described below.

We intend to file one or more registration statements on Form S-8 under the Securities Act to register Class A common stock issued or reserved for issuance under our 2021 Stock Incentive Plan. Any such Form S-8 registration statement will become effective automatically upon filing. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described below. We expect that the registration statement on Form S-8 will cover shares of Class A common stock.

Registration Rights

Pursuant to the Stockholders Agreement, we are required, in certain circumstances, to file a registration statement in order to register the resales of shares of the common stock of P10, Inc.

Lock-Up Arrangements

We, all of our directors and executive officers and certain of our beneficial owners representing in the aggregate approximately % of our total outstanding common stock have agreed that, without the prior written consent of and Morgan Stanley & Co. LLC, we and they will not, subject to specified exceptions, directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock; file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock for a period of 180 days after the date of this prospectus. For additional information, see "Underwriting."

Rule 144

In general, under Rule 144, beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, a person who is not one of our affiliates and who has not been one of our affiliates at any time during the 90 days preceding a sale, and who has beneficially owned shares of our Class A common stock for at least six months but less than a year, would be entitled to sell such shares subject only to the availability of current public information about us. If such person has beneficially owned shares of Class A common stock for at least one year, such person would be entitled to sell an unlimited number of shares of our Class A common stock under Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Beginning 90 days after the effective date of the registration statement of which this prospectus forms a part, any of our affiliates (or any person who was an affiliate at any time during the 90 days preceding a sale) who has beneficially owned shares of our Class A common stock for at least six months is entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of our Class A common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume of our Class A common stock on the NYSE during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 provides that the shares of our securities acquired pursuant to rights granted under a compensatory stock or option plan or other written agreement may be resold by persons, other than affiliates, 90 days after the effective date of the registration statement of which this prospectus forms a part subject only to the manner of sale provisions of Rule 144, and by affiliates under Rule 144, without compliance with its holding period requirement. However, none of the Rule 701 shares will be eligible for resale until the expiration of any lock-up provisions to which they are subject.

We intend to file a registration statement on Form S-8 under the Securities Act covering all of the shares of Class A common stock to be issued under the 2021 Stock Incentive Plan as replacement awards for currently outstanding option awards and all shares reserved for future issuance under that plan. We expect to file this registration statement as soon as practicable after our initial public offering. However, none of the shares registered on Form S-8 will be eligible for resale until the expiration of any lock-up provisions to which they are subject.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF CLASS A COMMON STOCK

The following discussion is a summary of the material U.S. federal income tax consequences of an investment in our Class A common stock by a Non-U.S. Holder (as defined below). This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular Non-U.S. Holder in light of such Non-U.S. Holder's special circumstances or to Non-U.S. Holders subject to special tax rules (including, but not limited to, a "controlled foreign corporation," "passive foreign investment company," company that accumulates earnings to avoid U.S. federal income tax, tax-exempt organization, financial institution, broker or dealer in securities, former U.S. citizen or resident, person that owns or is deemed to own, actually or constructively, more than 5% of our common stock for U.S. federal income tax purposes, or person required to accelerate the recognition of any item of gross income with respect to our common stock as a result of such income being included in an applicable financial statement). This discussion is based on current provisions of the Code, Treasury regulations promulgated thereunder, judicial opinions, published positions of the IRS, and other applicable authorities, all of which are subject to change or differing interpretations (possibly with retroactive effect). This discussion does not address all aspects of U.S. federal income taxation that may be important to a particular Non-U.S. Holder in light of that Non-U.S. Holder's circumstances, including Medicare taxes imposed on net investment income and the alternative minimum tax, nor does it address any aspect of U.S. federal taxation other than U.S. federal income taxation (such as U.S. federal estate and gift taxation) or state, local, or Non-U.S. taxation. In addition, this discussion deals only with U.S. federal income tax consequences to a Non-U.S. Holder that holds our Class A common stock as a capital asset.

A "Non-U.S. Holder" is a beneficial owner of our Class A common stock that is an individual, corporation, trust or estate that is not, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States or any State thereof (including the District of Columbia);
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, the administration of which is subject to the primary supervision of a court within the United States and for which one or more U.S. persons have the authority to control all substantial decisions, or that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes holds our Class A common stock, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding our Class A common stock should consult its tax advisor concerning the U.S. federal income and other tax consequences of investing in our Class A common stock.

This summary is included herein as general information only. Accordingly, each prospective purchaser of our Class A common stock should consult its tax advisor with respect to U.S. federal, state, local and non-U.S. income and other tax consequences of acquiring, holding and disposing of our Class A common stock.

Distributions

If we make a distribution of cash or other property (other than certain distributions of our stock) in respect of our Class A common stock, the distribution generally will be treated as a dividend to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). If the amount of a distribution exceeds our current or accumulated earnings and profits, such excess first will be treated as a tax-free return of capital to the extent of a Non-U.S. Holder's tax basis in its shares of our Class A common stock (and will reduce the recipient Non-U.S. Holder's tax basis in its Class A common stock), and, to the extent

such portion exceeds the Non-U.S. Holder's tax basis in its Class A common stock, the excess will be treated as gain from the taxable disposition of the Non-U.S. Holder's shares of Class A common stock.

Dividends paid to a Non-U.S. Holder of our Class A common stock generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a valid IRS Form W-8BEN or Form W-8BEN-E (or other applicable documentation) certifying qualification for the lower treaty rate. A Non-U.S. Holder that does not timely furnish the required documentation, but is eligible for a reduced rate of withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under an applicable income tax treaty and the manner of claiming the benefits of such treaty.

Dividends that are "effectively connected" with a Non-U.S. Holder's conduct of a trade or business within the United States and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment (or, for an individual, a fixed base) maintained by such Non-U.S. Holder within the United States are generally not subject to the withholding tax described above but instead are subject to U.S. federal income tax on a net income basis at applicable U.S. federal income tax rates. In order for its effectively connected dividends to be exempt from the withholding tax described above, a Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or other applicable required documentation), certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Dividends received by a Non-U.S. Holder that is a corporation that are effectively connected with its conduct of a trade or business within the United States may be subject to an additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Any distributions we make to a Non-U.S. Holder with respect to such holder's shares of Class A common stock will also be subject to the rules discussed below under the headings "—Information Reporting Requirements and Backup Withholding" and "—Additional Withholding Tax on Payments Made to Foreign Accounts."

Gain on Disposition of Class A Common Stock

Subject to the discussion below under the headings "—Information Reporting Requirements and Backup Withholding" and "—Additional Withholding Tax on Payments Made to Foreign Accounts," a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized upon the sale, exchange or other taxable disposition of shares of our Class A common stock, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the Non-U.S. Holder within the United States; (ii) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or (iii) we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time within the shorter of the five-year period ending on the date of disposition or the period that such Non-U.S. Holder held shares of our Class A common stock. Gain from a Non-U.S. Holder's taxable disposition of the Class A common stock that is effectively connected with such Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by a tax treaty, the gain is attributable to a permanent establishment that such Non-U.S. Holder maintains in the United States), will be subject to tax on the net gain derived from the sale at rates applicable to United States citizens, resident aliens and domestic United States corporations. For corporate Non-U.S. Holders, "effectively connected" gains that such Non-U.S. Holder recognizes may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if such Non-U.S. Holder is eligible for the benefits of an income tax, treaty that provides for a lower rate. An individual Non-U.S. Holder who is subject to U.S. federal income tax because the Non-U.S. Holder was present in the United States for 183 days or more during the year of disposition is taxed on its gains (including gains from the disposition of our Class A common stock and net of applicable U.S. source losses from dispositions of other capital assets recognized during the year) at a flat rate of 30% or such lower rate as may be

specified by an applicable income tax treaty. Other Non-U.S. Holders subject to U.S. federal income tax with respect to any gain recognized on the disposition of our Class A common stock generally will be taxed on any such gain on a net income basis at applicable U.S. federal income tax rates and, in the case of foreign corporations, the branch profits tax discussed above generally may apply.

We would be a United States real property holding corporation at any time that the fair market value of our "United States real property interests," as defined in the Code and applicable Treasury regulations, equaled or exceeded 50% of the aggregate fair market value of our worldwide real property interests and our other assets used or held for use in a trade or business (all as determined for United States federal income tax purposes). We do not believe that we have been, currently are, or will become, a United States real property holding corporation. If we were or were to become a United States real property holding corporation at any time during the applicable period, however, any gain recognized on a disposition of our Class A common stock by a Non-U.S. Holder that did not own (directly, indirectly or constructively) more than 5% of our Class A common stock during the applicable period would not be subject to U.S. federal income tax, provided that any class of our common stock is "regularly traded on an established securities market" (within the meaning of Section 897(c)(3) of the Code).

Information Reporting Requirements and Backup Withholding

Information returns are required to be filed with the IRS in connection with payments of dividends on our Class A common stock. Unless a Non-U.S. Holder complies with certification procedures to establish that it is not a U.S. person, information returns may also be filed with the IRS in connection with the proceeds from a sale or other disposition of our Class A common stock. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides. A Non-U.S. Holder may be required to provide proper certification (usually on an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable) to establish that the Non-U.S. Holder is not a U.S. person or otherwise qualifies for an exemption in order to avoid backup withholding tax with respect to our payment of dividends on, or the proceeds from the disposition of, our Class A common stock. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against that Non-U.S. Holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS. Each Non-U.S. Holder should consult its tax advisor regarding the application of the information reporting rules and backup withholding to it.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code, the Treasury Regulations promulgated hereunder and other official guidance (commonly referred to as "FATCA") require withholding of 30% on payments of dividends on our Class A common stock to "foreign financial institutions" (which is broadly defined for this purpose and in general includes investment vehicles) and certain other non-U.S. entities unless various U.S. information reporting and due diligence requirements (generally relating to ownership by U.S. persons of interests in or accounts with those entities) have been satisfied, or an exemption applies. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Regulations proposed by the U.S. Treasury Department would eliminate the requirement under FATCA of withholding on gross proceeds of disposition of our Class A common stock. The U.S. Treasury Department has stated that taxpayers may rely on these proposed regulations pending their finalization. If FATCA withholding is imposed, a beneficial owner that is not a foreign financial institution generally may obtain a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden). Non-U.S. Holders should consult their tax advisers regarding the effects of FATCA on their investment in our Class A common stock.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC is acting as representative, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares of Class A common stock indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
Total:	

The underwriters and the representative are collectively referred to as the "underwriters" and the "representative," respectively. The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of Class A common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of Class A common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the shares of Class A common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of Class A common stock, the offering price and other selling terms may from time to time be varied by the representative.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of Class A common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of Class A common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of Class A common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of Class A common stock.

		Total	
	Per Share	No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us:			
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $. We have agreed to reimburse the underwriters for expense relating to clearance of this offering with the Financial Industry Regulatory Authority up to $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of Class A common stock offered by them.

We intend to list our Class A common stock on the NYSE under the trading symbol “PX”.

We, all of our directors and executive officers and certain of our beneficial owners representing in the aggregate approximately % of our total outstanding stock have agreed that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, we and they will not, and will not publicly disclose an intention to, during the period ending 180 days after the date of this prospectus (the “restricted period”):

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock.

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, we and each such person agree that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The restrictions described in the immediately preceding paragraph to do not apply to:

- the sale of shares to the underwriters; or
- the issuance by the Company of shares of common stock upon the exercise of an option or a warrant or the conversion of a security outstanding on the date of this prospectus of which the underwriters have been advised in writing; or
- transactions by any person other than us relating to shares of common stock or other securities acquired in open market transactions after the completion of the offering of the shares; provided that no filing under Section 16(a) of the Exchange Act, is required or voluntarily made in connection with subsequent sales of the common stock or other securities acquired in such open market transactions.

Morgan Stanley & Co. LLC, in its sole discretion, may release the Class A common stock and other securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the Class A common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Class A common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of Class A common stock in the open market to stabilize the price of the common stock. These activities may raise or maintain the market price of

the Class A common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters if any, participating in this offering. The representative may agree to allocate a number of shares of Class A common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price was determined by negotiations between us and the representative. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area (each, a "Member State"), no securities have been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to the securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of securities may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the representatives; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require us or any of our representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the representatives and us that it is a "qualified investor" as defined in the Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in Article 5 of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a nondiscretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the representatives has been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer of shares to the public" in relation to any shares in any Member State means the communication in any form and by means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase shares, the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended).

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA") received by it in connection with the issue or sale of the shares of our common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our common stock in, from or otherwise involving the United Kingdom.

Canada

The Class A common stock may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the Class A common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The Class A common stock may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) ("Companies (Winding Up and Miscellaneous Provisions) Ordinance") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("Securities and Futures Ordinance"), (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the Class A common stock may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of Class A common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Japan

The shares of Class A common stock have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) ("FIEA"). The shares of Class A common stock may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Class A common stock may not be circulated or distributed, nor may the Class A common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares of Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32").

Where the shares of Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the

SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Solely for the purposes of our obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 ("CMP Regulations")) that the shares of Class common stock are "prescribed capital markets products" (as defined in the CMP Regulations) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

This prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Class A common stock. The Class A common stock may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading venue (exchange or multilateral trading facility) in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to, the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading venue (exchange or multilateral trading facility) in Switzerland. Neither this document nor any other offering or marketing material relating to the Class A common stock constitutes a prospectus pursuant to the FinSA, and neither this document nor any other offering or marketing material relating to the Class A common stock or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, or the Class A common stock have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of Class A common stock will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of Class A common stock has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of Class A common stock.

United Arab Emirates

The Class A common stock has not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

LEGAL MATTERS

The validity of the Class A common stock will be passed upon for us by Olshan Frome Wolosky LLP, New York, New York. Certain legal matters in connection with this offering will be passed upon for the underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

The consolidated financial statements of P10 Holdings, Inc. as of December 31, 2019 and 2018, and for each of the years in the two-year period ended December 31, 2019 and the financial statements of Five Points Capital, Inc., and TrueBridge Capital Partners, LLC, as of December 31, 2019 and 2018 and for each of the years in the two-year period ended December 31, 2019, have been included or incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm appearing elsewhere or incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Enhanced Capital Group, LLC and Enhanced Capital Partners, LLC at December 31, 2019 and 2018, and for the years then ended, appearing in this Prospectus and Registration Statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the Class A common stock offered in this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and our Class A common stock, we refer you to the registration statement and to its exhibits and schedules. Statements in this prospectus about the contents of any contract, agreement or other document are not necessarily complete and, in each instance, we refer you to the copy of such contract, agreement or document filed as an exhibit to the registration statement, with each such statement being qualified in all respects by reference to the document to which it refers. Anyone may inspect the registration statement and its exhibits and schedules without charge at the public reference facilities the SEC maintains at 100 F Street, N.E., Washington, D.C. 20549. You may obtain copies of all or any part of these materials from the SEC, upon the payment of certain fees prescribed by the SEC. You may obtain further information about the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. You may also inspect these reports and other information without charge at a website maintained by the SEC. The address of this site is www.sec.gov.

Upon completion of this offering, we will become subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and will be required to file reports, proxy statements and other information with the SEC. You will be able to inspect and copy these reports, proxy statements and other information at the public reference facilities maintained by the SEC at the address noted above. You also will be able to obtain copies of this material from the Public Reference Room of the SEC as described above or inspect them without charge at the SEC's website. We intend to furnish our stockholders with annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

INDEX TO FINANCIAL STATEMENTS

P10 Holdings, Inc.

Five Points Capital, Inc.

TrueBridge Capital Partners, LLC

P10 Holdings, Inc.
Consolidated Financial Statements
December 31, 2019 and 2018
(With Report of Independent Registered Public Accounting Firm)

KPMG LLP
Aon Center
Suite 5500
200 E. Randolph Street
Chicago, IL 60601-6436

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders
P10 Holdings, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of P10 Holdings, Inc. and its subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations, changes in stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company has changed its method of accounting for revenue as of January 1, 2019 due to the adoption of Accounting Standards Codification 606, *Revenue from Contracts with Customers* and changed its method of accounting for leases as of January 1, 2019 due to the adoption of Accounting Standards Update No. 2016-2, *Leases (Topic 842)*.

Basis for Opinion

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

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

KPMG LLP

We have served as the Company's auditor since 2017.

Chicago, Illinois
November 1, 2020

P10 Holdings, Inc.
Consolidated Balance Sheets
(in thousands, except share amounts)

	As of December 31, 2019	As of December 31, 2018
ASSETS		
Cash and cash equivalents	$ 18,710	$ 8,195
Restricted cash	756	756
Accounts receivable	704	385
Due from related parties	1,901	1,323
Prepaid expenses and other	1,132	266
Property and equipment, net	46	46
Right-of-use assets	5,711	—
Deferred tax assets	21,707	10,798
Intangibles, net	54,814	65,366
Goodwill	97,323	97,323
Total assets	$ 202,804	$ 184,458
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable	$ 106	$ 83
Accrued expenses	6,277	4,891
Post-closing payment	250	875
Deferred revenues	7,706	6,120
Lease liabilities	6,578	—
Credit and guaranty facility, net	104,963	90,129
Notes payable to sellers, net	40,883	58,677
Total liabilities	166,763	160,775
Common stock - $0.001 par value; 110,000,000 and 110,000,000 shares authorized, respectively; 89,411,175 and 89,411,175 issued, respectively; 89,234,816 and 89,234,816 outstanding, respectively	89	89
Treasury stock	(273)	(273)
Additional paid-in-capital	323,570	323,153
Accumulated deficit	(287,345)	(299,286)
Total stockholders' equity	36,041	23,683
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 202,804	$ 184,458

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Operations
(in thousands, except per share amounts)

	For the Years Ended December 31,	
	2019	2018
REVENUES		
Management fees	$ 39,240	$ 30,211
Other revenue	5,662	3,790
Total revenues	44,902	34,001
OPERATING EXPENSES		
Compensation and benefits	12,343	9,829
Professional fees	4,572	764
General, administrative and other	4,624	4,373
Amortization of intangibles	10,552	11,026
Other expense	—	747
Total operating expenses	32,091	26,739
INCOME FROM OPERATIONS	12,811	7,262
OTHER INCOME (EXPENSE)		
Interest expense implied on notes payable to sellers	(1,957)	(3,515)
Interest expense, net	(9,415)	(6,640)
Total other expense	(11,372)	(10,155)
Net income (loss) before income taxes	1,439	(2,893)
Income tax benefit	10,502	8,787
NET INCOME	$ 11,941	$ 5,894
Earnings per share		
Basic earnings per share	$ 0.13	$ 0.07
Diluted earnings per share	$ 0.13	$ 0.07
Weighted average shares outstanding, basic	89,235	89,235
Weighted average shares outstanding, diluted	90,601	90,411

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Changes in Stockholders' Equity
(in thousands)

	Common Stock		Treasury stock		Additional	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Paid-in-capital	Deficit	Equity
Balance at December 31, 2017	89,235	$ 89	176	$ (273)	$ 322,950	$ (305,180)	$ 17,586
Stock-based compensation	—	—	—	—	203	—	203
Net income	—	—	—	—	—	5,894	5,894
Balance at December 31, 2018	89,235	$ 89	176	$ (273)	$ 323,153	$ (299,286)	$ 23,683
Stock-based compensation	—	—	—	—	417	—	417
Net income	—	—	—	—	—	11,941	11,941
Balance at December 31, 2019	89,235	$ 89	176	$ (273)	$ 323,570	$ (287,345)	$ 36,041

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	For the Years Ended December 31,	
	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 11,941	$ 5,894
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock-based compensation	417	203
Depreciation expense	30	36
Amortization of intangibles	10,552	11,026
Amortization of debt issuance costs and debt discount	2,683	4,353
Benefit for deferred taxes	(10,909)	(8,887)
Change in operating assets and liabilities:		
Accounts receivable	(319)	(385)
Due from related parties	(578)	(632)
Prepaid expenses and other	(866)	699
Right-of-use assets	829	—
Accounts payable	23	(108)
Accrued expenses	2,291	2,252
Deferred revenues	1,586	1,651
Lease liabilities	(867)	—
Net cash provided by operating activities	16,813	16,102
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of RCP Advisors 3, net of cash acquired	—	(12,888)
Acquisition of Columbia Partners assets	—	(125)
Post-closing payments for Columbia Partners assets	(625)	—
Loss on disposal of property and equipment	—	138
Purchases of property and equipment	(30)	(42)
Net cash used in investing activities	(655)	(12,917)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of notes payable to sellers	(19,750)	(72,250)
Repayment of loans payable	—	(16,710)
Borrowings on credit and guaranty facility	19,750	100,000
Repayments on credit and guaranty facility	(5,643)	(7,137)
Debt issuance costs	—	(288)
Net cash provided by (used in) financing activities	(5,643)	3,615
Net change in cash and cash equivalents and restricted cash	10,515	6,800
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, beginning of period	8,951	2,151
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, end of period	$ 19,466	$ 8,951
SUPPLEMENTAL INFORMATION		
Cash paid for interest	$ 5,756	$ 5,574
Cash paid for income taxes	$ —	$ —

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

Note 1. Description of Business and Basis of Presentation

Description of Business

P10 Holdings, Inc. and its majority-owned subsidiaries ("P10 Holdings" or the "Company," which also may be referred to as "we," "our" or "us") operates as an alternative asset management investment firm. The subsidiaries include P10 RCP Holdco, LLC ("Holdco"), which is the entity holding the acquisition financing debt and owns the subsidiaries RCP Advisors 2, LLC ("RCP 2") and RCP Advisors 3, LLC ("RCP 3"). Through the Company's subsidiaries, RCP 2 and RCP 3, we provide investment management and advisory services to affiliated private equity funds, funds-of-funds, secondary funds and co-investment funds (collectively the "Funds").

As of November 19, 2016, P10 Holdings, formerly Active Power Inc., became a non-operating company focused on monetizing its retained intellectual property and acquiring profitable businesses. For the period of December 2016 through September 2017, our business primarily consisted of cash, certain retained intellectual property assets and our net operating losses and other tax benefits. On December 1, 2017, the Company changed its name from P10 Industries, Inc. to P10 Holdings, Inc. We were founded as a Texas corporation in 1992 and reincorporated in Delaware in 2000. Our headquarters is in Dallas, Texas.

Prior to November 19, 2016, we designed, manufactured, sold, and serviced flywheel-based uninterruptible power supply ("UPS") products that use kinetic energy to provide short-term power as a cleaner alternative to conventional electro-chemical battery-based energy storage. We also designed, manufactured, sold, and serviced modular infrastructure solutions ("MIS") that integrate critical power components into a pre-packaged, purpose-built enclosure that may include our UPS products as a component. Our products and solutions were based on our patented flywheel and power electronics technology and were designed to ensure continuity for data centers and other mission critical operations in the event of power disturbances.

On September 29, 2016, we entered into an Asset Purchase Agreement with Langley Holdings plc, a United Kingdom public limited company, and Piller USA, Inc., a Delaware corporation and a wholly owned subsidiary of Langley, which changed its name to Piller Power Systems, Inc. prior to closing. We refer to Langley and its subsidiaries, collectively, as "Langley". The agreement provided, among other things, that Langley would purchase from us substantially all our assets and operations for a nominal purchase price plus the assumption of all our indebtedness, including bank debt, liabilities and customer, employee and purchase commitments going forward. The sale of substantially all our assets and liabilities was approved by holders of a majority of our outstanding shares of common stock at a special meeting of our stockholders held on November 16, 2016.

On November 19, 2016, we completed the sale of substantially all our assets and liabilities and operations to Langley. Pursuant to the terms of the purchase agreement, after the closing of the disposition of our assets and liabilities, we retained approximately $1.6 million in cash, which equaled the amount by which the value of the acquired assets exceeded the assumed liabilities on our Consolidated Balance Sheet by more than $5.0 million at closing. We also retained our net operating losses and other tax benefits and certain intellectual property rights related to our patents that are not related to the purchased assets.

On March 22, 2017, we filed for re-organization under Chapter 11 of the Federal Bankruptcy Code, using a prepackaged plan of reorganization. In connection with the filing, the Company entered into a Restructuring Support Agreement with 210/P10 Investment LLC, as well as a Restructuring Support Agreement with Langley. The Company emerged from bankruptcy on May 3, 2017. The key features of the plan included: 210/P10 Investment LLC acquiring 21,650,000 shares of the Company's common stock in exchange for a cash investment of $4.7 million; and satisfied all liabilities with Langley associated with their asset purchase agreement including their assumption of our former manufacturing facility lease in exchange for $0.8 million in cash and our lease deposit of $0.2 million.

On October 5, 2017, we closed on the acquisition of RCP 2 and entered into a purchase agreement to acquire RCP 3 in January 2018. On January 3, 2018, we closed on the acquisition of RCP 3. RCP 2 and RCP 3 are registered investment advisors with the United States Securities and Exchange Commission.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include the accounts of the Company and its consolidated subsidiaries. The Company performs an analysis to determine whether it is required to consolidate entities, by determining if the Company has a variable interest in each entity and whether that entity is a variable interest entity ("VIE"). The Company performs the variable interest analysis for all entities in which it has a potential variable interest, which primarily consist of all partnerships where the Company serves as the general partner or managing member, and general partner entities not wholly owned by the Company. If the Company has a variable interest in the entity and the entity is a VIE, it will also analyze whether the Company is the primary beneficiary of this entity and whether consolidation is required. The consolidated subsidiaries include Holdco, which is the entity holding the acquisition financing debt and owns the subsidiaries RCP 2 and RCP 3. All intercompany transactions and balances have been eliminated upon consolidation. The Funds, including the general partners or managing members of such Funds are not consolidated. The Company has no economic interest, ownership in or beneficiary interest in the performance of the Funds (except for a 5% carried interest in RCP FF Small Buyout Co-Investment Fund, LP). RCP 2 and RCP 3 serve as the advisors of the Funds and receive management fees for the services performed. In the opinion of management, all required adjustments have been made so that the Consolidated Financial Statements are presented fairly and that estimates made in preparing the Consolidated Financial Statements are reasonable and prudent.

Note 2. Significant Accounting Policies

Use of Estimates

The preparation of the Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid instruments with original maturities of three months or less to be cash equivalents. As of December 31, 2019 and 2018, cash equivalents include money market funds of $17.6 million and $0, respectively, which approximates fair value. The Company maintains its cash balances at a financial institution, which may periodically exceed the Federal Deposit Insurance Corporation ("FDIC") insured limits. The Company believes it is not exposed to any significant credit risk on cash.

Restricted Cash

As of December 31, 2019 and 2018, the Company had $0.8 million and $0.8 million, respectively, of compensating balances recorded in restricted cash on the Consolidated Balance Sheets. These balances reflect a letter of credit issued by a third party in lieu of a cash security deposit, as required by the Company's lease for its Chicago office.

Accounts Receivable and Due from Related Parties

Accounts receivable is equal to contractual amounts reduced for allowances, if applicable. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established as of December 31, 2019 or 2018. If accounts become uncollectible, they will be expensed when that determination is made.

Due from related parties represents receivables from the Funds for management fees earned but not yet received, reimbursable expenses from the Funds and affiliate notes receivable. These amounts are expected to be fully collectible.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Leasehold improvements are amortized over the terms of the respective leases or service lives of the improvements, whichever is shorter, using the straight-line method. Expenditures for major renewals and betterments that extend the useful lives of the property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. The estimated useful lives of the various assets are as follows:

Computers and purchased software	3 years

Long-lived Assets

Long-lived assets including property and equipment, lease right-of-use assets, and definite lived intangibles are evaluated for impairment under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 360, *Property, Plant, and Equipment.* Long-lived assets are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Long-lived assets are determined to not be recoverable if the undiscounted estimated future net operating cash flows directly related to the asset, including any disposal value, is less than the carrying amount of the asset. If the carrying value of an asset is determined to not be recoverable, the impairment loss is measured as the amount by which the carrying amount of the asset exceeds its fair value. An estimate of fair value is based on the best information available, including prices for similar assets and discounted cash flow.

Leases

On January 1, 2019, the Company adopted Accounting Standards Update ("ASU") 2016-2, *Leases* ("ASC 842") using the optional transition method allowed under ASU 2018-11, *Leases: Targeted Improvements*. Consequently, financial information and disclosures for the reporting periods beginning after January 1, 2019 are presented under ASC 842, while prior period amounts are not adjusted and continue to be reported in accordance with the Company's historic accounting policies under ASC 840, *Leases* ("ASC 840"). ASC 842 provides a number of optional practical expedients as part of the transition from ASC 840. The Company elected the 'package of practical expedients', which permits it to not reassess, under ASC 842, prior conclusions about lease identification, lease classification and initial direct costs. On adoption, the Company recognized $5.7 million of assets and $6.6 million of liabilities related to the right-of-use asset and lease liability, respectively, for its current operating leases. The adoption did not have a material impact on the Consolidated Statements of Operations.

The Company recognizes a lease liability and right-of-use asset in the Consolidated Balance Sheets for contracts that it determines are leases or contain a lease. The Company's leases primarily consist of operating leases for

various office space. Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the leases. The Company's right-of-use assets and lease liabilities are recognized at lease commencement based on the present value of lease payments over the lease term. Lease right-of-use assets include initial direct costs incurred by the Company and are presented net of deferred rent, lease incentives and certain other existing lease liabilities. Absent an implicit interest rate in the lease, the Company uses its incremental borrowing rate, adjusted for the effects of collateralization, based on the information available at commencement in determining the present value of lease payments. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise those options. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Additionally, upon amendments or other events, the Company may be required to remeasure our lease liability. Upon the amendment of one of our office leases in 2019, we recorded an additional $0.9 million of right-of-use assets and lease liabilities.

The Company does not recognize a lease liability or right-of-use asset on the Consolidated Balance Sheets for short-term leases. Instead, the Company recognizes short-term lease payments as an expense on a straight-line basis over the lease term. A short-term lease is defined as a lease that, at the commencement date, has a lease term of 12 months or less and does not include an option to purchase the underlying asset that the lessee is reasonably certain to exercise. When determining whether a lease qualifies as a short-term lease, the Company evaluates the lease term and the purchase option in the same manner as all other leases.

Goodwill and Intangible Assets

Goodwill is initially measured as the excess of the cost of the acquired business over the sum of the amounts assigned to assets acquired less the liabilities assumed. As of December 31, 2019 and 2018, goodwill recorded on the Consolidated Balance Sheets relates to the acquisitions of RCP 2 and RCP 3. As of December 31, 2019 and 2018, the intangible assets are comprised of indefinite-lived intangible assets and finite-lived intangible assets related to the acquisitions of RCP 2 and RCP 3.

Indefinite-lived intangible assets and goodwill are not amortized. Finite-lived technology is amortized using the straight-line method over its estimated useful life of 4 years. Finite-lived management fund contracts, which relate to acquired separate accounts and funds and investor/customer relationships with a specified termination date, are amortized in line with contractual revenue to be received, which range between 9 and 10 years.

Goodwill is reviewed for impairment at least annually utilizing a qualitative or quantitative approach and more frequently if circumstances indicate impairment may have occurred. The impairment testing for goodwill under the qualitative approach is based first on a qualitative assessment to determine if it is more likely than not that the fair value of the Company's reporting unit is less than the respective carrying value. The reporting unit is the reporting level for testing the impairment of goodwill. If it is determined that it is more likely than not that a reporting unit's fair value is less than its carrying value, or when the quantitative approach is used, a two-step quantitative assessment is performed to (a) calculate the fair value of the reporting unit and compare it to its carrying value, and (b) if the carrying value exceeds its fair value, to measure an impairment loss.

The Company performed the annual goodwill impairment assessment as of September 30, 2019 and 2018 and concluded that goodwill was not impaired. The Company has not recognized any impairment charges in any of the periods presented.

Debt Issuance Costs

Costs incurred for debt issuance are being amortized on a straight-line basis over the terms of the underlying obligation, which approximates the effective interest method, and are presented as a reduction to the carrying value of the associated debt on the Consolidated Balance Sheets and included in interest expense within the Consolidated Statements of Operations.

Treasury Stock

The Company records common stock purchased for treasury at cost. At the date of subsequent reissuance, the treasury stock account is reduced by the cost of such stock using the average cost method.

Variable Interest Entity

VIEs are primarily entities that lack sufficient equity to finance their activities without additional financial support from other parties or whose equity holders, as a group, lack one or more of the following characteristics: (a) direct or indirect ability to make decisions, (b) obligation to absorb expected losses or (c) right to receive expected residual returns. A VIE must be evaluated quantitatively and qualitatively to determine the primary beneficiary, which is the reporting entity that has (a) the power to direct activities of a VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. The primary beneficiary is required to consolidate the VIE for financial reporting purposes.

To determine a VIE's primary beneficiary, we perform a qualitative assessment to determine which party, if any, has the power to direct activities of the VIE and the obligation to absorb losses and/or receive its benefits. This assessment involves identifying the activities that most significantly impact the VIE's economic performance and determine whether it, or another party, has the power to direct those activities. When evaluating whether we are the primary beneficiary of a VIE, we perform a qualitative analysis that considers the design of the VIE, the nature of our involvement and the variable interests held by other parties. See Note 13 – Variable Interest Entities for further information.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or liability at the measurement date. We use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then we rank the estimated values based on the reliability of the inputs used following the fair value hierarchy set forth by the FASB.

At December 31, 2019 and 2018, we used the following valuation techniques to measure fair value for assets and there were no changes to these methodologies during the periods presented:

Level 1—Assets were valued using the closing price reported in the active market in which the individual security was traded.

Level 2—Assets were valued using quoted prices in markets that are not active, broker dealer quotations, and other methods by which all significant inputs were observable at the measurement date.

Level 3—Assets were valued using unobservable inputs in which little or no market data exists as reported by the respective institutions at the measurement date.

The carrying values of financial instruments comprising cash and cash equivalents, prepaid assets, accounts payable, accounts receivable and due from related parties approximate fair values due to the short-term maturities of these instruments. The fair value of the credit and guarantee facility approximates the carrying value based on the interest rates which approximate current market rates. The seller notes payable and tax amortization benefits were recorded at their discounted fair values upon issuance and a non-cash interest expense is recorded every period on the Consolidated Statements of Operations. Thus, their carrying values approximate fair value. At December 31, 2019 and 2018, the Company did not have any assets or liabilities that were measured at fair value on a recurring basis.

Revenue Recognition of Management Fees and Management Fees Received in Advance

On January 1, 2019, the Company adopted ASC 606, *Revenue from Contracts with Customers* ("ASC 606") using the modified retrospective method. As a result, prior period amounts continue to be reported under legacy GAAP. The adoption did not change the historical pattern of recognizing revenue for management fees. Accordingly, the Company did not record a cumulative adjustment upon adoption.

Revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company's significant management and advisory contracts.

The Company's sources of revenue currently include management fee contracts, subscriptions, consulting agreements and referral fees and advisory services fees.

The Company generally earns management fees on the Funds for ten years from the inception date for each Fund. The fee is typically a fixed percentage of limited partner committed capital during the investment period, and then typically steps down to a new rate on either limited partner committed capital, net invested capital, or underlying commitments, as appropriate, by fund. Management fees received in advance reflects the amount of management fees that have been received prior to the period the fees are earned from the underlying Funds. These fees are recorded as deferred revenue on the Consolidated Balance Sheets.

The Company typically satisfies its performance obligation over time as the services are rendered, since the Funds simultaneously receive and consume the benefits provided as the Company performs the service. Revenue for investment management services provided is recognized at the end of the period, as that is when the Company has performed all contractual services for the period and fees have been earned.

Other revenue on the Consolidated Statements of Operations mostly consists of subscriptions, consulting agreements and referral fees, and advisory services fees. The subscription and consulting agreements typically have renewable one-year lives, and revenue is recognized ratably over the current term of the subscription or the agreement. If subscriptions or fees have been paid in advance, these fees are recorded as deferred revenue on the Consolidated Balance Sheets. Referral fee revenue is recognized upon closing of certain opportunities. Advisory services fees mostly include management fees earned on nondiscretionary advisory relationships. The Company generally receives management fees from these clients in advance on a quarterly basis. These management fees are recognized and recorded in a similar fashion to the Fund management fees as described above.

Income Taxes

Current income tax expense represents our estimated taxes to be paid or refunded for the current period. In accordance with ASC 740, *Income Taxes* ("ASC 740"), we recognize deferred tax assets and liabilities for the

expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are recorded to reduce deferred tax assets to the amount we believe is more likely than not to be realized.

Uncertain tax positions are recognized only when we believe it is more likely than not that the tax position will be upheld on examination by the taxing authorities based on the merits of the position. We recognize interest and penalties, if any, related to uncertain tax positions in income tax expense.

We file various federal and state and local tax returns based on federal and state local consolidation and stand-alone tax rules as applicable.

Earnings Per Share

Basic earnings per share ("EPS") is calculated by dividing net income attributable to common stockholders by the weighted-average number of common shares. Diluted EPS includes the determinants of basic EPS and common stock equivalents outstanding during the period adjusted to give effect to potentially dilutive securities. See Note 12 for additional information.

The denominator in the computation of diluted EPS is impacted by additional common shares that would have been outstanding if dilutive potential shares of common stock had been issued. Potential shares of common stock that may be issued by the Company include shares of common stock that may be issued upon exercise of outstanding stock options. Under the treasury stock method, the unexercised options are assumed to be exercised at the beginning of the period or at issuance, if later. The assumed proceeds are then used to purchase shares of common stock at the average market price during the period.

Stock-Based Compensation Expense

Stock-based compensation is accounted for using the Black Scholes option valuation model. Stock-based compensation cost is estimated at the grant date based on the fair-value of the award and is recognized as expense ratably over the requisite service period of the award, generally five years. Expected life is based on the vesting period and expiration date. Stock price volatility is estimated based on a group of similar publicly traded companies determined to be most reflective of the expected volatility of the Company due to the nature of operations of these entities. The risk-free rates are based on the U.S. Treasury yield in effect at the time of grant. Forfeitures are accounted for as they occur.

Segment Reporting

We operate as a single operating segment. According to ASC 280, *Disclosures about Segments of an Enterprise and Related Information*, operating segments are defined as components of an enterprise for which separate financial information is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance.

Business Acquisitions

In accordance with ASC 805, *Business Combinations* ("ASC 805"), the Company identifies a business to have three key elements; inputs, processes, and outputs. While an integrated set of assets and activities that is a business usually has outputs, outputs are not required to be present. In addition, all the inputs and processes that a

seller uses in operating a set are not required if market participants can acquire the set and continue to produce outputs. In addition, the Company also performs a screen test to determine when a set is not a business. The screen requires that when substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. If the set is not considered a business, it is accounted for as an asset acquisition using a cost accumulation model. In the cost accumulation model, the cost of the acquisition, including certain transaction costs, is allocated to the assets acquired on the basis of relative fair values.

The Company includes the results of operations of acquired businesses beginning on the respective acquisition dates. In accordance with ASC 805, the Company allocates the purchase price of an acquired business to its identifiable assets and liabilities based on the estimated fair values using the acquisition method. The excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill. The excess value of the net identifiable assets and liabilities acquired over the purchase price of an acquired business is recorded as a bargain purchase gain. The Company uses all available information to estimate fair values of identifiable intangible assets and property acquired. In making these determinations, the Company may engage an independent third-party valuation specialist to assist with the valuation of certain intangible assets, notes payable, and tax amortization benefits.

Recent Accounting Pronouncements

The Company adopted ASU No. 2016-15, Statement of Cash Flows ("ASC 320") *Classification of Certain Cash Receipts and Cash Payments* on January 1, 2019. The adoption of this new guidance did not have a material impact on the Consolidated Financial Statements and related disclosures.

The Company adopted ASU No. 2016-18, Statement of Cash Flows (ASC 320) *Restricted Cash* on January 1, 2019. The adoption of this new guidance did not have a material impact on the Consolidated Financial Statements and related disclosures.

The Company adopted ASU No. 2017-01, Business Combinations (ASC 805) *Clarifying the Definition of a Business* on January 1, 2019. The adoption of this new guidance did not have a material impact on the Consolidated Financial Statements and related disclosures.

Pronouncements not yet adopted

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). ASU 2016-13 provides amendments to ASC 326, *Financial Instruments - Credit Losses*, which replaces the incurred loss impairment model with a current expected credit loss ("CECL") model. CECL requires a company to estimate lifetime expected credit losses based on relevant information about historical events, current conditions and reasonable and supportable forecasts. The guidance must be applied using the modified retrospective adoption method on January 1, 2023, with early adoption permitted. The adoption of the new guidance is not expected to have a material effect on the Consolidated Financial Statements and related disclosures.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement ("ASC 820"): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement.* ASU 2018-13 changes the fair value measurement disclosure requirements. The amendments remove or modify certain disclosures, while others were added. Early adoption of any removed or modified disclosure requirements is permitted upon issuance of ASU 2018-13 and adoption of the additional disclosure requirements may be delayed until the effective date of January 1, 2020. The adoption is not expected to have a material impact on the Company's Consolidated Financial Statements.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

Note 3. Acquisitions

RCP Advisors 2 and RCP Advisors 3

Effective October 5, 2017 and January 3, 2018, P10 Holdings, Inc. finalized acquisitions for 100% of the outstanding membership interests of RCP 2 and RCP 3, respectively, under a Contribution and Exchange Agreement and a Membership Interest Purchase Agreement. While the acquisitions were subject to different legal documents and had different closing dates, the acquisitions were entered into at the same time and negotiated in contemplation of one another in order to achieve the overall economic and commercial effect of the transactions. Accordingly, the acquisitions were accounted for as a single transaction under ASC 805.

The following is a summary (in thousands) of consideration paid:

	Fair Value
Cash	13,718
Seller notes	99,913
Tax amortization benefits	28,870
Issuance of common stock	11,308
Assumed bank loans	17,634
Total purchase consideration	$ 171,443

The owners of RCP 2 received 44,171,234 of newly issued shares of the Company with a fair value of $11.3 million, and non-interest-bearing seller's notes of $81.3 million which were recorded at their fair value of $78.7 million on the date of acquisition. Additionally, the Company assumed a bank loan in the amount of $12.6 million. The seller's notes are expected to be paid from borrowings under a $130.0 million Credit and Guaranty facility described in Note 7.

The owners of RCP 3 received cash of $13.7 million, non-interest-bearing seller's notes of $22.1 million which were recorded at their fair value of $21.2 million on the date of acquisition, tax amortization benefits ("TAB payments") of $48.4 million which were recorded at their fair value of $28.9 million. Additionally, the Company assumed a bank loan in the amount of $5.0 million. The seller's notes are expected to be paid from borrowings under a $130 million Credit and Guaranty facility described in Note 7.

The following table presents the fair value (in thousands) of the net assets acquired as of the acquisition dates:

	Fair Value
ASSETS	
Cash and cash equivalents	$ 2,031
Due from related parties	780
Prepaid expenses and other	1,012
Property and equipment	177
Intangible assets	77,275
Total assets acquired	$ 81,275
LIABILITIES	
Deferred revenues	$ 4,407
Accrued expenses	2,748
Total liabilities assumed	$ 7,155
Net identifiable assets acquired	$ 74,120
Goodwill	97,323
Net assets acquired	$ 171,443

Working capital, consisting of due from related parties, prepaid expenses and other, deferred revenues and accrued expenses, were valued by management based on their carrying amounts due to the short-term nature of these financial instruments. The fair value of property and equipment was estimated by management.

Identifiable Intangible Assets

The following table presents the fair value of identifiable intangible assets acquired (dollars in thousands):

	Fair Value	Weighted-Average Amortization Period
Value of management fund contracts	$ 53,975	10
Value of technology	5,950	4
Value of trade name	17,350	N/A
Total identifiable intangible assets	$ 77,275	

The fair value of the management fund contracts was estimated using the excess earnings method. Significant inputs to the valuation model include existing fund revenue, estimates of expenses and contributory asset charges, the economic life of the contracts and a discount rate based on a weighted average cost of capital.

The fair value of technology was estimated using the relief from royalty method. Significant inputs to the valuation model include the royalty rate, the life and the discount rate.

The fair value of the trade name was estimated using the relief from royalty method. Significant inputs to the valuation model include estimates of existing and future revenue, estimated royalty rate, economic life and a discount rate based on a weighted average cost of capital.

The management fund contracts and technology both have a finite useful life. The carrying value of the management fund contracts will be amortized in line with the pattern in which the economic benefits arise and

reviewed at least annually for indicators of impairment in value that is other than temporary. The technology will be amortized on a straight-line basis.

The trade name has an indefinite useful life and is not amortized but will be tested at least annually for impairment.

Goodwill

Goodwill is calculated as the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from assets acquired and liabilities assumed that could not be individually identified. The goodwill recorded as part of the acquisition includes the expected benefits that management believes will result from the acquisition, including the Company's build out of its investment product offering. The goodwill is expected to be deductible for tax purposes. For more information on goodwill, see Note 2.

Financial Information

During the years ended December 31, 2019 and 2018, the Company incurred $0 and $0.1 million, respectively, in acquisition costs related to the acquisition of RCP 2 and RCP 3. These amounts are included in professional fees on our Consolidated Statements of Operations.

We included in our Consolidated Statements of Operations revenues of $16.1 million and net income of $0.4 million, related to the RCP 3 business for the period from January 4, 2018 to December 31, 2018.

As the RCP 2 and RCP 3 acquisitions closed on October 5, 2017 and January 3, 2018, respectively, the transactions are fully reflected in our historical Consolidated Financial Statements as of and for the years ended December 31, 2019 and 2018, respectively. There was no material pro forma financial information to be presented for the RCP 3 acquisition which would have assumed that the transaction closed on January 1, 2018.

Columbia Partners

Effective October 9, 2018, RCP Advisors 2, LLC finalized an acquisition for 100% of the assets held by Columbia Partners, LLC, Investment Management ("Columbia"), under an Assignment and Purchase Agreement ("Columbia Purchase Agreement"). The acquisition was accounted for as an asset acquisition in accordance with ASC 805.

The total purchase price consideration was $1.0 million, which was funded by cash and additional consideration payable. The Company paid $0.1 million upon closing of the transaction and the remaining balance of $0.8 million was payable over seven equal payments of $0.1 million. Five payments totaling $0.6 million were made in 2019. Accordingly, the Company had a payable balance of $0.2 million and $0.8 million related to these post-closing payments at December 31, 2019 and December 31, 2018, respectively.

The Company's Consolidated Financial Statements include the results of operations of Columbia subsequent to October 9, 2018.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

Note 4. Revenue

The following presents revenues (in thousands) disaggregated by product offering, which aligns with the identified performance obligations and the basis for calculating each amount:

	For the Years Ended December 31,	
	2019	2018
Management fee contracts	$ 39,240	$ 30,211
Subscriptions	788	806
Consulting agreements and referral fees	1,479	795
Advisory services fees	2,969	1,919
Other revenue	426	270
Total revenues	$ 44,902	$ 34,001

Note 5. Property and Equipment

Property and equipment consist of the following (in thousands):

	As of December 31, 2019	As of December 31, 2018
Computers and purchased software	$ 151	$ 121
Less: accumulated depreciation	(105)	(75)
Total property and equipment, net	$ 46	$ 46

Note 6. Intangibles

Intangibles consists of the following (in thousands):

	As of December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:			
Trade names	$17,350	$ —	$17,350
Total indefinite-lived intangible assets	17,350	—	17,350
Finite-lived intangible assets:			
Management fund contracts	54,976	(20,495)	34,481
Technology	5,950	(2,967)	2,983
Total finite-lived intangible assets	60,926	(23,462)	37,464
Total intangible assets	$78,276	$ (23,462)	$54,814

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

	As of December 31, 2018		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:			
Trade names	$ 17,350	$ —	$ 17,350
Total indefinite-lived intangible assets	17,350	—	17,350
Finite-lived intangible assets:			
Management fund contracts	54,976	(11,430)	43,546
Technology	5,950	(1,480)	4,470
Total finite-lived intangible assets	60,926	(12,910)	48,016
Total intangible assets	$ 78,276	$ (12,910)	$ 65,366

Management fund contracts are amortized over 10 years and are being amortized in line with revenues generated by the contracts. Technology is amortized on a straight-line basis over 4 years. The amortization expense for each of the next five years and thereafter are as follows:

2020	$ 9,848
2021	9,240
2022	6,114
2023	4,839
2024	3,488
Thereafter	3,935
Total amortization	$ 37,464

Note 7. Debt

Debt consists of the following (in thousands):

	As of December 31, 2019	As of December 31, 2018
Gross notes payable to sellers	$ 57,814	$ 77,564
Less debt discount	(16,931)	(18,887)
Notes payable to sellers, net	$ 40,883	$ 58,677
Gross credit and guaranty facility	$ 106,971	$ 92,863
Debt issuance costs	(2,008)	(2,734)
Credit and guaranty facility, net	$ 104,963	$ 90,129
Total Debt	$ 145,846	$ 148,806

Notes Payable to Sellers

On October 5, 2017, the Company issued Secured Promissory Notes Payable ("2017 Seller Notes") in the amount of $81.3 million to the owners of RCP 2 in connection with the acquisition of that entity. The 2017 Seller Notes mature on January 15, 2025. The 2017 Seller Notes are non-interest bearing and will be paid using cash generated from the business operations and borrowings under the Credit and Guaranty Facility ("Facility") described below. The 2017 Seller Notes were recorded at their discounted fair value in the amount of $78.7 million. Non-cash interest expense was recorded on a periodic basis increasing the 2017 Seller Notes to their gross value. As of December 31, 2019 and 2018, the gross value of the 2017 Seller Notes was $6.4 million and $19.8 million respectively.

On January 3, 2018, the Company issued Secured Promissory Notes Payable ("2018 Seller Notes") in the amount of $22.1 million to the owners of RCP 3 in connection with the acquisition of that entity. The 2018 Seller Notes mature on January 15, 2025. The 2018 Seller Notes are non-interest bearing and will be paid using cash generated from the business operations and borrowings under the Facility described below. The 2018 Seller Notes were recorded at their discounted fair value in the amount of $21.2 million. Noncash interest expense was recorded on a periodic basis increasing the 2018 Seller Notes to their gross value. As of December 31, 2019 and 2018, the gross value of the 2018 Seller Notes was $3.0 million and $9.3 million respectively.

On January 3, 2018, the Company issued TAB payments in the amount of $48.4 million to the owners of RCP 3 in connection with the acquisition of that entity. The TAB Payments are non-interest bearing and will be paid in equal annual installments beginning April 15, 2023. The TAB Payments mature on April 15, 2037. The TAB Payments were recorded at their discounted fair value in the amount of $28.9 million. Noncash interest expense is recorded on a periodic basis increasing the TAB Payments to their gross value. As of December 31, 2019 and 2018, the gross value of the 2018 TAB Payments was $48.4 million and $48.4 million respectively.

During the years ended December 31, 2019 and 2018, we recorded combined interest expense on the 2018 Seller Notes and 2017 Seller Notes in the amount of $0.6 million and $2.4 million, respectively. During the years ended December 31, 2019 and 2018, we recorded $1.3 million and $1.3 million in interest expense related to the TAB Payments, respectively. During 2019 and 2018, payments in the amount of $19.8 million and $72.2 million, respectively, were made on the 2017 Seller Notes and 2018 Seller Notes.

The 2017 Seller Notes, the 2018 Seller Notes and the TAB Payments are collectively referred to as "Notes payable to sellers" on the Consolidated Financial Statements.

Credit and Guaranty Facility

The Company's wholly owned subsidiary, Holdco, entered into the Facility with HPS Investment Partners, LLC ("HPS"), an unrelated party, as administrative agent and collateral agent on October 7, 2017. The Facility provides for a $130.0 million senior secured credit facility in order to refinance the existing debt obligations of RCP Advisors and provide for the financing to repay the Seller Notes due resulting from the acquisition of RCP Advisors. The Facility provides for a $125 million five-year term loan and a $5 million one-year line of credit. The line of credit was repaid and subsequently expired during 2018.

Subject to certain EBITDA levels and conditions, Holdco was permitted to draw up to $125 million in aggregate on the term loan in tranches through July 31, 2019. Interest is calculated upon each tranche at LIBOR for either one, two, three, or six months, as selected by Holdco, plus an applicable margin of 6.00% per annum. To date, Holdco has chosen three-month LIBOR at the time of each draw and each subsequent repricing at the end of the chosen LIBOR period. Principal is repaid at a rate of 0.75% of the original tranche draw per calendar quarter.

Holdco took a $55 million draw on the term loan on January 3, 2018, a $25 million draw on August 15, 2018, a $15 million draw on December 3, 2018, and a $19.8 million draw on June 12, 2019. The maturity date of all term loan tranches is October 7, 2022.

The Facility contains affirmative and negative covenants typical of such financing transactions, and specific financial covenants which require Holdco to maintain a minimum leverage ratio, asset coverage ratio and a fixed charge ratio. The Facility also contains restrictions regarding the creation of indebtedness, the occurrence of mergers or consolidations, the payment of dividends and other restrictions. As of December 31, 2019, Holdco was in compliance with all the financial covenants required under the Facility. The outstanding balance of the Facility was $107.0 million and $92.9 million as of December 31, 2019 and 2018, respectively, and is reported net of unamortized debt issuance costs on the Consolidated Balance Sheets.

Phase-Out of LIBOR

In July 2017, the UK's Financial Conduct Authority, which regulates LIBOR, announced that it intends to phase out LIBOR as a benchmark by the end of 2021. At the present time, our Facility has a term that extends beyond 2021. The Facility provides for a mechanism to amend the underlying agreements to reflect the establishment of an alternate rate of interest. However, we have not yet pursued any amendment or other contractual alternative to our Facility to address this matter. We are currently evaluating the potential impact of the eventual replacement of the LIBOR interest rate.

Loans Payable

The Company assumed outstanding term loans with balances of $12.6 million when it acquired RCP 2. During 2018, the term loans were paid by drawing on the term loan under the Facility.

The Company assumed an outstanding revolving line of credit with a balance of $5.0 million when it acquired RCP 3. During 2018, the revolving line of credit was paid by drawing on the one-year line of credit under the Facility described above.

Future principal maturities of debt as of December 31, 2019 are as follows (in thousands):

2020	$ 3,443
2021	3,443
2022	100,086
2023	3,227
2024	3,227
Thereafter	51,359
	$ 164,785

Debt Issuance Costs

Debt issuance costs are offset against the Credit and Guaranty Facility. Unamortized debt issuance costs for this Facility as of December 31, 2019 and 2018 were $2.0 million and $2.7 million, respectively.

Amortization expense related to debt issuance costs totaled $0.7 million and $0.8 million for the years ended December 31, 2019 and 2018, respectively, and are included within interest expense implied on notes payable to sellers on the accompanying Consolidated Statements of Operations. There were $0 and $0.3 million of debt issuance costs incurred in 2019 and 2018, respectively.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

Note 8. Related Party Transactions

Effective May 1, 2018, P10 Holdings pays a monthly services fee of $31.7 thousand for administration and consulting services along with a monthly fee of $18.8 thousand for certain reimbursable expenses to 210/P10 Acquisition Partners, LLC, which owns approximately 24.9% of P10 Holdings. In addition, P10 Holdings paid 210/P10 Acquisition Partners, LLC a one-time retainer of $46.9 thousand in 2018, plus $129.9 thousand in retroactive expenses. In total, P10 Holdings paid 210/P10 Acquisition Partners $0.6 million in 2019 and 2018.

As described in Note 1, RCP 2 and RCP 3 serve as the investment managers to the Funds. Certain expenses incurred by the Funds are paid upfront by RCP 2 and RCP 3 and are reimbursed from the Funds as permissible per fund agreements. As of December 31, 2019, the total accounts receivable from the Funds totaled $1.9 million, of which $0.5 million related to reimbursable expenses and $1.4 million related to management fees earned but not yet received. In certain instances, RCP 3 may incur expenses related to specific products that never materialize.

Note 9. Commitments and Contingencies

Operating Leases

The Company leases office space and various equipment under non-cancelable operating leases, with the longest lease expiring in 2027. These lease agreements provide for various renewal options. The information in the table below does not include any renewal options unless those options have been exercised. Rent expense for the various leased office space and equipment was approximately $1.2 million and $1.3 million for the years ended December 31, 2019 and 2018.

The following table presents information regarding the Company's operating leases as of December 31, 2019 (in thousands, except weighted-average data):

Operating lease right-of-use assets	$5,711
Operating lease liabilities	$6,578
Cash paid for lease liabilities	$1,256
Weighted-average remaining lease term (in years)	5.37
Weighted-average discount rate	5.98%

The yearly estimated lease payments (in thousands) as of December 31, 2019 are as follows:

2020	$ 1,425
2021	1,413
2022	1,450
2023	1,488
2024	1,308
Thereafter	606
Total undiscounted lease payments	7,690
Less discount	(1,112)
Total lease liabilities	$ 6,578

As of December 31, 2018, future minimum lease payments (in thousands) under non-cancelable operating leases as presented under ASC 840 were as follows:

2019	$ 941
2020	1,309
2021	1,342
2022	1,377
2023	1,412
Thereafter	1,095
Total minimum lease payments	$7,476

Contingencies

We may be involved, either as plaintiff or defendant, in a variety of ongoing claims, demands, suits, investigations, tax matters and proceedings that arise from time to time in the ordinary course of our business. We evaluated all potentially significant litigation, government investigations, claims or assessments in which we are involved and do not believe that any of these matters, individually or in the aggregate, will result in losses that are materially in excess of amounts already recognized, if any.

Note 10. Income Taxes

The Company's net income (loss) before income taxes for the periods ended December 31, 2019 and December 31, 2018, are as follows (in thousands):

	For the Years Ended December 31,	
	2019	2018
Net income (loss) before income taxes:		
United States	$1,439	$(2,893)
Foreign	$ —	—
	$1,439	$(2,893)

The components of the provision (benefit) for income taxes attributable to continuing operations are as follows (in thousands):

	For the Years Ended December 31,	
	2019	2018
Current		
Federal	$ —	$ 100
State	407	—
Total Current	$ 407	$ 100
Deferred		
Federal	$ (11,481)	(8,868)
State	572	(19)
Total Deferred	$ (10,909)	$(8,887)
Total provision (benefit)	$ (10,502)	$(8,787)

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

The reconciliation of the Company's federal statutory rate to the effective tax rate for the years ended December 31, 2019 and 2018 is as follows:

	For the Years Ended December 31,	
	2019	2018
Federal statutory rate	21.0%	21.0%
State taxes, net of federal benefit	73.4%	8.8%
Expiration and adjustment of net operating losses	0.0%	(25.4%)
Permanent items and other	(18.6%)	(1.2%)
Return to provision adjustments	(1.0%)	(37.7%)
Valuation allowance increase/decrease	(805.1%)	338.2%
Effective rate	(730.3%)	303.7%

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to reverse.

Significant components of the Company's deferred taxes as of December 31, 2019 and December 31, 2018 are as follows (in thousands):

	As of December 31, 2019	As of December 31, 2018
Deferred tax assets:		
Stock compensation	268	145
Net operating loss and tax credit carryforwards	59,017	60,272
Acquired intangibles	3,602	2,029
Deferred rent	2	296
Operating lease liabilities	1,914	—
Capitalized transaction costs	437	—
Interest expense	2,004	916
Other	347	35
Total deferred tax assets	67,591	63,693
Valuation allowance for deferred tax assets	(40,370)	(51,067)
Deferred taxe assets, net of valuation allowance	27,221	12,626
Deferred tax liabilities:		
Capital expenses	(12)	(13)
Goodwill	(3,840)	(1,815)
Right of use assets—operating leases	(1,662)	—
Total deferred tax liabilities	(5,514)	(1,828)
Net deferred taxes	21,707	10,798

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

Due to the uncertainty of realizing the benefits of our domestic favorable tax attributes in future tax returns, the Company has recorded a valuation allowance against its net deferred tax asset other than $27.2 million. During the years ended December 31, 2019 and December 31, 2018, the valuation allowance decreased by approximately $10.6 million and $10.2 million, respectively, due primarily to projected future income from operations, acquisitions and the impact of changes in tax law. Among other factors, the Company's long-term management fee and other long-term fee contracts and related projected income serve as the positive evidence to support the release of the valuation allowance.

As of December 31, 2019, the Company had federal and apportioned state net operating loss carryforwards of approximately $260.8 million and $9.2 million, respectively, and research and development credit carryforwards of approximately $4.0 million. The net operating loss and credit carryforwards will expire beginning in 2020, if not utilized. Utilization of the net operating losses and tax credits may be subject to substantial annual limitation due to the "change of ownership" provisions of the Internal Revenue Code of 1986. The annual limitation may result in the expiration of net operating losses and credit carryforwards before utilization.

Tax positions are evaluated utilizing a two-step process. The Company first determines whether any of its tax positions are more-likely-than-not to be sustained upon examination, based solely on the technical merits of the position. Once it is determined that a position meets this recognition threshold, the position is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement.

The reconciliation of the Company's unrecognized tax benefits at the beginning and end of the year is as follows:

	For the Years Ended December 31,	
	2019	2018
Balance at January 1	$ 1,966	$ 1,886
Additions based on tax positions related to the current year	—	100
Additions for tax positions of prior years	—	—
Reductions for tax positions of prior years	—	(20)
Settlements	—	—
Balance at December 31	$ 1,966	$ 1,966

Due to the existence of the valuation allowance, future changes in our unrecognized tax benefits will not materially impact the Company's effective tax rate.

The Company does not anticipate any significant changes to the unrecognized tax benefits within the next twelve months. The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2019 and 2018, the Company has $0.1 million of accrued interest and penalties related to uncertain tax positions.

The Company is subject to U.S. federal income tax as well as income tax of multiple state jurisdictions. The Company is not currently under audit in any other income tax jurisdictions. As of December 31, 2019, with few exceptions, the Company was no longer subject to income tax examinations by any taxing authority for years before 2015. We are generally subject to U.S. federal and state tax examinations for all tax years since 1999 due to our net operating loss carryforwards and the utilization of the carryforwards in years still open under statute.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

Note 11. Stockholders' Equity

Common Stock

On May 28, 2014, our stockholders approved an amendment to the Company's Restated Certificate of Incorporation to increase the number of authorized shares of common stock from 30 million shares to 40 million shares. On May 3, 2017, through the court reorganization process, an amendment to the Company's Restated Certificate of Incorporation further increased the authorized shares of common stock from 40 million to 110 million.

Stock Option Plans

Options granted under the 2010 Incentive Plan and 2018 Incentive Plan vest over a period of up to four years and five years, respectively. The term of each option is no more than ten years from the date of grant. The sale of the business to Langley triggered the change in control provisions of the stock incentive plans which resulted in the accelerated vesting of all outstanding stock options and restricted stock units. This resulted in the accelerated expense recognition of all outstanding grants outstanding at that time.

In conjunction with the bankruptcy proceeding in 2017, the Company terminated the 2000 and 2010 Stock Incentive Plans, whereby 1,113,000 shares held by the then-current CEO, CFO and current Chairman of the Board subject to outstanding options were cancelled and returned to the stock option pool. In addition, the CEO was granted 1,600,000 nonqualified stock options at an exercise price of $0.30 per share. These options are fully vested, have a ten-year exercise period and were issued outside of the 2010 Stock Incentive Plan. When the options are exercised, the Board of Directors has the option of issuing shares of common stock or paying a lump sum cash payment on the exercise date equal to the difference between the common stock's fair market value on the exercise date and the option price.

A summary of common stock option activity is as follows:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Contractual Life Remaining (in years)	Aggregate Intrinsic Value (whole dollars)
Outsanding as of December 31, 2018	3,690,000	$ 0.99	8.79	$ 768,000
Granted	2,000,000	$ 0.82		
Exercised	—			
Expired/Forfeited	(20,000)	$ 1.42		
Outsanding as of December 31, 2019	5,670,000	$ 0.93	8.25	$2,668,000
Exercisable as of December 31, 2019	1,690,000	$ 0.48	7.20	$1,648,000

The weighted average assumptions used in calculating the fair value of stock options granted during the years ended December 31, 2019 and 2018 were as follows:

	For the Years Ended December 31,	
	2019	2018
Expected life	7.5 (yrs)	7.5 (yrs)
Expected volatility	39.60%	39.80%
Risk-free interest rate	2.49%	2.78%
Expected dividend yield	0.00%	0.00%

Compensation expense equal to the grant date fair value is recognized for these awards over the vesting period. The stock-based compensation expense for the years ended December 31, 2019 and 2018 was $0.4 million and $0.2 million, respectively. Unrecognized stock-based compensation expense related to outstanding unvested stock options as of December 31, 2019 was $1.5 million and is expected to be recognized over a weighted average period of 3.58 years. Any future forfeitures will impact this amount.

Note 12. Earnings Per Share

The Company presents basic EPS and diluted EPS for our common stock. Basic EPS excludes potential dilution and is computed by dividing net income by the weighted-average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if shares of common stock were issued pursuant to our stock-based compensation awards.

The following table presents (in thousands) a reconciliation of the numerators and denominators used in the computation of basic and diluted EPS:

	For the Years Ended December 31,	
	2019	2018
Numerator:		
Numerator for basic calculation—Net income attributable to P10 Holdings	$11,941	$ 5,894
Denominator:		
Denominator for basic calculation —Weighted-average shares	89,235	89,235
Weighted shares assumed upon exercise of stock options	1,366	1,176
Denominator for earnings per share assuming dilution assuming dilution	90,601	90,411
Earnings per share—basic	$ 0.13	$ 0.07
Earnings per share—diluted	$ 0.13	$ 0.07

The computations of diluted earnings excluded options to purchase 2.6 million and 1.6 million shares of common stock for the years ended December 31, 2019 and 2018, respectively, because the options were anti-dilutive.

Note 13. Variable Interest Entities

As of December 31, 2019 and 2018, P10 Holdings was the direct owner of 100% of the equity interests in Holdco and its 100% owned subsidiaries RCP 2 and RCP 3 and therefore P10 Holdings held variable interests in these entities. The entities are governed through a Board of Managers and the Company's analysis determined that although there was sufficient equity at risk within each entity, the equity owners are unable to exercise kick out or participating rights over the rights of the decision makers. As a result, the entities are considered VIE's. The equity holders do have the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE and have other rights that assist in directing the activities of the VIE's that most significantly impact their economic performance and thus the equity owners are considered the primary beneficiaries of the VIE's.

The majority of the balances and activity included in the Consolidated Financial Statements are those of our consolidated VIE's, RCP 2 and RCP 3, with the exception of the notes payable to sellers, the deferred tax assets

and income tax benefit, as well as approximately $1.9 million and $1.8 million of operating expenses for the years ended December 31, 2019 and 2018, respectively, and an immaterial amount of accrued expenses which are those of P10 Holdings.

The Company also performed an analysis to determine whether RCP 2 and RCP 3 should consolidate its advised funds or entities related to such funds and concluded that neither RCP 2 nor RCP 3 have any variable interest in any fund or related entity.

As a result, the Company consolidates Holdco, RCP 2 and RCP 3 based on the VIE model. No further consolidation of RCP 2 or RCP 3 advised funds or related entities was performed.

Note 14. Subsequent Events

COVID-19

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, we have activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. We are unable to accurately predict how COVID-19 will affect the results of our operations because the virus's severity and the duration of the pandemic are uncertain. However, we do not expect a significant impact to our near-term results given the structure of our contracts. While it is premature to accurately predict its full impact, we do anticipate an effect on our ability to raise capital for future funds.

Acquisition of Five Points Capital

On April 1, 2020, the Company completed the acquisition of 100% of the capital stock of Five Points Capital, Inc. ("FPC"), an independent private equity manager focused exclusively on the U.S. lower middle market. FPC manages direct private equity, credit and small market, sector-focused buyout fund-of-funds strategies. The transaction was accounted for under the acquisition method of accounting pursuant to ASC 805.

Consideration paid in the transaction consisted of both cash and equity. The following is a summary (in thousands) of consideration paid:

	Fair Value
Cash	$ 46,751
Preferred Stock	20,100
Total purchase consideration	$ 66,851

As part of the purchase consideration, the Company issued redeemable convertible preferred stock of a newly formed subsidiary, P10 Intermediate Holdings, LLC ("Intermediate Holdings"). Intermediate Holdings was the acquiring entity of FPC and is also the owner of Holdco.

We recognized $1.2 million of acquisition-related costs for the year ended December 31, 2019 related to the acquisition of FPC. We have recognized an additional $1.1 million of acquisition-related costs to date in 2020. These costs are included in professional fees on our Consolidated Statements of Operations.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements

The acquisition date fair values of certain assets and liabilities, including intangible assets acquired and related weighted average expected lives and deferred income taxes, are provisional and subject to revision within one year of the acquisition date. As such, our estimates of fair values are pending finalization, which may result in adjustments to goodwill.

The following table presents the fair value (in thousands) of the net assets acquired as of the acquisition date:

	Fair Value
ASSETS	
Cash and cash equivalents	$ 111
Accounts receivable	322
Prepaid expenses and other	13
Right-of-use assets	339
Intangible assets	23,960
Total assets acquired	$ 24,745
LIABILITIES	
Accounts payable	$ 358
Accrued expenses	389
Long-term lease obligation	339
Deferred tax liability	5,504
Total liabilities assumed	$ 6,590
Net identifiable assets acquired	$ 18,155
Goodwill	48,696
Net assets acquired	$ 66,851

Identifiable Intangible Assets

The following table presents the fair value of identifiable intangible assets acquired (dollars in thousands):

	Fair Value	Weighted-Average Amortization Period
Value of management fund contracts	$19,900	10
Value of trade name	4,060	10
Total identifiable intangible assets	$23,960	

The fair value of the management fund contracts was estimated using the excess earnings method. Significant inputs to the valuation model include existing fund revenue, estimates of expenses and contributory asset charges, the economic life of the contracts and a discount rate based on a weighted average cost of capital.

The fair value of the trade name was estimated using the relief from royalty method. Significant inputs to the valuation model include estimates of existing and future revenue, estimated royalty rate, economic life and a discount rate based on a weighted average cost of capital.

The management fund contracts and the trade name both have a finite useful life. The carrying value of the management fund contracts and trade name will be amortized in line with the pattern in which the economic benefits arise and reviewed at least annually for indicators of impairment in value that is other than temporary.

Goodwill

Goodwill is calculated as the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from assets acquired and liabilities assumed that could not be individually identified. The goodwill recorded as part of the acquisition includes the expected synergies and other benefits that management believes will result from the acquisition, including expanding the Company's product offering into private credit. The goodwill is not expected to be deductible for tax purposes.

Financial Information

Since the acquisition date of April 1, 2020, the revenues and net income of the business acquired were $8.5 million and $0.4 million, respectively.

Acquisition of TrueBridge Capital

On October 2, 2020, the Company completed the acquisition of 100% of the issued and outstanding membership interests of TrueBridge Capital Partners, LLC ("TCP") for a total consideration of $186.6 million, which includes cash and preferred stock of Intermediate Holdings. TCP is a leading venture capital firm that invests in both venture funds and directly in select venture-backed companies. The transaction was accounted for as a business combination under the acquisition method of accounting pursuant to ASC 805.

As a result of the limited time since the acquisition date, the initial accounting for the business combination is incomplete. As a result, the Company is unable to provide the amounts recognized as of the acquisition date for the major classes of assets acquired and liabilities assumed and goodwill.

In accordance with ASC 855, *Subsequent Events*, the Company evaluated all material events or transactions that occurred after December 31, 2019, the Consolidated Balance Sheets date, through the date the Consolidated Financial Statements were issued, and determined there have been no additional events or transactions which would materially impact the Consolidated Financial Statements.

P10 Holdings, Inc.
Unaudited Consolidated Financial Statements
September 30, 2020 and 2019

P10 Holdings, Inc.
Consolidated Balance Sheets
(in thousands, except share amounts)

	As of September 30, 2020 (Unaudited)	As of December 31, 2019
ASSETS		
Cash and cash equivalents	$ 16,167	$ 18,710
Restricted cash	756	756
Accounts receivable	471	704
Due from related parties	1,738	1,901
Prepaid expenses and other	1,942	1,132
Property and equipment, net	39	46
Right-of-use assets	5,172	5,711
Deferred tax assets	19,417	21,707
Intangibles, net	69,169	54,814
Goodwill	146,019	97,323
Total assets	$ 260,890	$ 202,804
LIABILITIES AND STOCKHOLDERS' EQUITY		
LIABILITIES:		
Accounts payable	$ 4,152	$ 106
Accrued expenses	7,628	6,277
Post-closing payment	—	250
Deferred revenues	8,183	7,706
Lease liabilities	5,968	6,578
Credit and guaranty facility, net	102,456	104,963
Notes payable to sellers, net	31,642	40,883
Total liabilities	160,029	166,763
COMMITMENTS AND CONTINGENCIES (NOTE 9)		
REDEEMABLE NONCONTROLLING INTEREST	61,418	—
STOCKHOLDERS' EQUITY:		
Common stock - $0.001 par value; 110,000,000 and 110,000,000 shares authorized, respectively; 89,411,175 and 89,411,175 issued, respectively; 89,234,816 and 89,234,816 outstanding, respectively	89	89
Treasury stock	(273)	(273)
Additional paid-in-capital	324,092	323,570
Accumulated deficit	(284,465)	(287,345)
Total stockholders' equity	39,443	36,041
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 260,890	$ 202,804

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Operations
(Unaudited, in thousands, except per share amounts)

	For the Nine Months Ended September 30,	
	2020	2019
REVENUES		
Management fees	$40,215	$29,405
Other revenue	2,478	3,838
Total revenues	42,693	33,243
OPERATING EXPENSES		
Compensation and benefits	15,813	9,231
Professional fees	5,155	717
General, administrative and other	3,178	3,193
Amortization of intangibles	9,605	7,914
Total operating expenses	33,751	21,055
INCOME FROM OPERATIONS	8,942	12,188
OTHER INCOME (EXPENSE)		
Interest expense implied on notes payable to sellers	(771)	(1,567)
Interest expense, net	(6,498)	(7,009)
Total other expense	(7,269)	(8,576)
Net income before income taxes	1,673	3,612
Income tax benefit (expense)	1,513	7,076
NET INCOME	$ 3,186	$10,688
Less: preferred dividends attributable to redeemable noncontrolling interest	$ (306)	—
NET INCOME ATTRIBUTABLE TO P10 HOLDINGS	$ 2,880	$10,688
Earnings per share		
Basic earnings per share	$ 0.03	$ 0.12
Diluted earnings per share	$ 0.03	$ 0.12
Weighted average shares outstanding, basic	89,235	89,235
Weighted average shares outstanding, diluted	92,060	90,581

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Changes in Stockholders' Equity
(Unaudited, in thousands)

	Common Stock		Treasury stock		Additional Paid-in-capital	Accumulated Deficit	Total Stockholders' Equity
	Units	Amount	Units	Amount			
Balance at December 31, 2019	89,235	$ 89	176	$ (273)	$ 323,570	$ (287,345)	$ 36,041
Stock-based compensation	—	—	—	—	143	—	143
Net income attributable to P10 Holdings	—	—	—	—	—	1,841	1,841
Balance at March 31, 2020	89,235	$ 89	176	$ (273)	$ 323,713	$ (285,504)	$ 38,025
Stock-based compensation	—	—	—	—	187	—	187
Net income attributable to P10 Holdings	—	—	—	—	—	1,125	1,125
Balance at June 30, 2020	89,235	$ 89	176	$ (273)	$ 323,900	$ (284,379)	$ 39,337
Stock-based compensation	—	—	—	—	192	—	192
Net (loss) attributable to P10 Holdings	—	—	—	—	—	(86)	(86)
Balance at September 30, 2020	89,235	$ 89	176	$ (273)	$ 324,092	$ (284,465)	$ 39,443

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Changes in Stockholders' Equity
(Unaudited, in thousands)

	Common Stock		Treasury stock		Additional Paid-in-capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance at December 31, 2018	89,235	$ 89	176	$ (273)	$ 323,153	$ (299,286)	$ 23,683
Stock-based compensation	—	—	—	—	94	—	94
Net income attributable to P10 Holdings	—	—	—	—	—	3,920	3,920
Balance at March 31, 2019	89,235	$ 89	176	$ (273)	$ 323,247	$ (295,366)	$ 27,697
Stock-based compensation	—	—	—	—	109	—	109
Net income attributable to P10 Holdings	—	—	—	—	—	3,184	3,184
Balance at June 30, 2019	89,235	$ 89	176	$ (273)	$ 323,356	$ (292,182)	$ 30,990
Stock-based compensation	—	—	—	—	105	—	105
Net income attributable to P10 Holdings	—	—	—	—	—	3,584	3,584
Balance at September 30, 2019	89,235	$ 89	176	$ (273)	$ 323,461	$ (288,598)	$ 34,679

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	For the Nine Months Ended September 30,	
	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 3,186	$ 10,688
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock-based compensation	522	308
Depreciation expense	21	22
Amortization of intangibles	9,605	7,914
Amortization of debt issuance costs and debt discount	1,316	2,110
Benefit for deferred tax	(3,214)	(8,097)
Change in operating assets and liabilities:		
Accounts receivable	528	198
Due from related parties	190	(504)
Prepaid expenses and other	(797)	(781)
Right-of-use assets	878	617
Accounts payable	3,688	(83)
Accrued expenses	962	589
Deferred revenues	477	986
Lease liabilities	(949)	(688)
Net cash provided by operating activities	16,413	13,279
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of Five Points Capital, net of cash acquired	(46,640)	—
Post-closing payments for Columbia Partners assets	(250)	(500)
Purchases of property and equipment	(14)	(14)
Net cash used in investing activities	(46,904)	(514)
CASH FLOWS FROM FINANCING ACTIVITIES		
Issuance of redeemable noncontrolling interests	31,000	—
Repayment of notes payable to sellers	—	(19,750)
Borrowings on credit and guaranty facility	—	19,750
Repayments on credit and guaranty facility	(2,582)	(4,781)
Debt issuance costs	(470)	—
Net cash provided by (used in) financing activities	27,948	(4,781)
Net change in cash and cash equivalents and restricted cash	(2,543)	7,985
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, beginning of period	19,466	8,951
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, end of period	$ 16,923	$ 16,936
SUPPLEMENTAL INFORMATION		
Cash paid for interest	$ 6,172	$ 6,483
Cash paid for income taxes	$ 441	$ —
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Issuance of redeemable noncontrolling interests to FPC sellers	$ 20,100	$ —
Issuance of redeemable noncontrolling interests in exchange for TAB	$ 10,012	$ —

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

Note 1. Description of Business

Description of Business

P10 Holdings, Inc. and its subsidiaries ("P10 Holdings" or the "Company," which also may be referred to as "we," "our" or "us") operates as an alternative asset management investment firm. The subsidiaries include P10 Intermediate Holdings, LLC ("Intermediate Holdings") which owns the subsidiaries P10 RCP Holdco, LLC ("Holdco") and Five Points Capital, Inc. ("FPC"). Holdco is the entity holding the acquisition financing debt and owns the subsidiaries RCP Advisors 2, LLC ("RCP 2") and RCP Advisors 3, LLC ("RCP 3"). Through the Company's subsidiaries, RCP 2, RCP 3, and FPC, we provide investment management and advisory services to affiliated private equity funds, funds-of-funds, secondary funds, co-investment funds, and private credit funds (collectively the "Funds").

As of November 19, 2016, P10 Holdings, formerly Active Power Inc., became a non-operating company focused on monetizing its retained intellectual property and acquiring profitable businesses. For the period of December 2016 through September 2017, our business primarily consisted of cash, certain retained intellectual property assets and our net operating losses and other tax benefits. On December 1, 2017, the Company changed its name from P10 Industries, Inc. to P10 Holdings, Inc. We were founded as a Texas corporation in 1992 and reincorporated in Delaware in 2000. Our headquarters is in Dallas, Texas.

Prior to November 19, 2016, we designed, manufactured, sold, and serviced flywheel-based uninterruptible power supply ("UPS") products that use kinetic energy to provide short-term power as a cleaner alternative to conventional electro-chemical battery-based energy storage. We also designed, manufactured, sold, and serviced modular infrastructure solutions ("MIS") that integrate critical power components into a pre-packaged, purpose-built enclosure that may include our UPS products as a component. Our products and solutions were based on our patented flywheel and power electronics technology and were designed to ensure continuity for data centers and other mission critical operations in the event of power disturbances.

On September 29, 2016, we entered into an Asset Purchase Agreement with Langley Holdings plc, a United Kingdom public limited company, and Piller USA, Inc., a Delaware corporation and a wholly owned subsidiary of Langley, which changed its name to Piller Power Systems, Inc. prior to closing. We refer to Langley and its subsidiaries, collectively, as "Langley". The agreement provided, among other things, that Langley would purchase from us substantially all our assets and operations for a nominal purchase price plus the assumption of all our indebtedness, including bank debt, liabilities and customer, employee and purchase commitments going forward. The sale of substantially all our assets and liabilities was approved by holders of a majority of our outstanding shares of common stock at a special meeting of our stockholders held on November 16, 2016.

On November 19, 2016, we completed the sale of substantially all our assets and liabilities and operations to Langley. Pursuant to the terms of the purchase agreement, after the closing of the disposition of our assets and liabilities, we retained approximately $1.6 million in cash, which equaled the amount by which the value of the acquired assets exceeded the assumed liabilities on our Consolidated Balance Sheet by more than $5.0 million at closing. We also retained our net operating losses and other tax benefits and certain intellectual property rights related to our patents that are not related to the purchased assets.

On March 22, 2017, we filed for re-organization under Chapter 11 of the Federal Bankruptcy Code, using a prepackaged plan of reorganization. In connection with the filing, the Company entered into a Restructuring Support Agreement with 210/P10 Investment LLC, as well as a Restructuring Support Agreement with Langley. The Company emerged from bankruptcy on May 3, 2017. The key features of the plan included: 210/P10 Investment LLC acquiring 21,650,000 shares of the Company's common stock in exchange for a cash investment

of $4.7 million; and satisfied all liabilities with Langley associated with their asset purchase agreement including their assumption of our former manufacturing facility lease in exchange for $0.8 million in cash and our lease deposit of $0.2 million.

On October 5, 2017, we closed on the acquisition of RCP 2 and entered into a purchase agreement to acquire RCP 3 in January 2018. On January 3, 2018, we closed on the acquisition of RCP 3. RCP 2 and RCP 3 are registered investment advisors with the United States Securities and Exchange Commission.

On April 1, 2020, we closed on the acquisition of FPC. FPC is a leading lower middle market alternative investment manager focused on providing both equity and debt capital to private, growth-oriented companies and LP capital to other private equity funds, with all strategies focused exclusively in the U.S. lower middle market. See Note 3 for additional information on the acquisition. FPC is a registered investment advisor with the United States Securities and Exchange Commission.

Note 2. Significant Accounting Policies

Basis of Presentation

The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and include the accounts of the Company and its consolidated subsidiaries. The Company performs an analysis to determine whether it is required to consolidate entities, by determining if the Company has a variable interest in each entity and whether that entity is a variable interest entity (“VIE”). The consolidated subsidiaries include Intermediate Holdings which owns the subsidiaries Holdco and FPC. Holdco is the entity holding the acquisition financing debt and owns the subsidiaries RCP 2 and RCP 3. All intercompany transactions and balances have been eliminated upon consolidation. The Funds, including the general partners or managing members of such Funds, are not consolidated. The Company has no economic interest, ownership in or beneficiary interest in the performance of the Funds (except for a 5% carried interest in RCP FF Small Buyout Co-Investment Fund, LP). RCP 2, RCP 3 and FPC serve as the advisors of the Funds and receive management fees for the services performed.

In the opinion of management, all required adjustments have been made so that the interim Consolidated Financial Statements are presented fairly and that estimates made in preparing the interim Consolidated Financial Statements are reasonable and prudent. Results of operations for the nine months ended September 30, 2020 are not necessarily indicative of the results that may be expected for the year ending December 31, 2020. These unaudited interim Consolidated Financial Statements should be read in conjunction with the Company’s audited Consolidated Financial Statements and accompanying notes for the year ended December 31, 2019.

Principles of Consolidation

The Company performs the variable interest analysis for all entities in which it has a potential variable interest, which primarily consist of all partnerships where the Company serves as the general partner or managing member, and general partner entities not wholly owned by the Company. If the Company has a variable interest in the entity and the entity is a VIE, it will also analyze whether the Company is the primary beneficiary of this entity and whether consolidation is required.

VIEs are primarily entities that lack sufficient equity to finance their activities without additional financial support from other parties or whose equity holders, as a group, lack one or more of the following characteristics:

(a) direct or indirect ability to make decisions, (b) obligation to absorb expected losses or (c) right to receive expected residual returns. A VIE must be evaluated quantitatively and qualitatively to determine the primary beneficiary, which is the reporting entity that has (a) the power to direct activities of a VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. The primary beneficiary is required to consolidate the VIE for financial reporting purposes.

To determine a VIE's primary beneficiary, we perform a qualitative assessment to determine which party, if any, has the power to direct activities of the VIE and the obligation to absorb losses and/or receive its benefits. This assessment involves identifying the activities that most significantly impact the VIE's economic performance and determine whether it, or another party, has the power to direct those activities. When evaluating whether we are the primary beneficiary of a VIE, we perform a qualitative analysis that considers the design of the VIE, the nature of our involvement and the variable interests held by other parties. See Note 14 for further information.

Entities that do not qualify as VIEs are assessed for consolidation as voting interest entities under the voting interest model. Under the voting interest model, the Company consolidates those entities it controls through a majority voting interest or other means.

Use of Estimates

The preparation of the Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid instruments with original maturities of three months or less to be cash equivalents. As of September 30, 2020 and December 31, 2019, cash equivalents include money market funds of $14.6 million and $17.6 million, respectively, which approximates fair value. The Company maintains its cash balances at a financial institution, which may periodically exceed the Federal Deposit Insurance Corporation ("FDIC") insured limits. The Company believes it is not exposed to any significant credit risk on cash.

Restricted Cash

As of September 30, 2020 and December 31, 2019, the Company had $0.8 million and $0.8 million, respectively, of compensating balances recorded in restricted cash on our Consolidated Balance Sheets. These balances reflect a letter of credit issued by a third party in lieu of a cash security deposit, as required by the Company's lease for its Chicago office.

Accounts Receivable and Due from Related Parties

Accounts receivable is equal to contractual amounts reduced for allowances, if applicable. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established as of September 30, 2020 or December 31, 2019. If accounts become uncollectible, they will be expensed when that determination is made.

Due from related parties represents receivables from the Funds for management fees earned but not yet received, reimbursable expenses from the Funds and affiliate notes receivable. These amounts are expected to be fully collectible.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Leasehold improvements are amortized over the terms of the respective leases or service lives of the improvements, whichever is shorter, using the straight-line method. Expenditures for major renewals and betterments that extend the useful lives of the property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. The estimated useful lives of the various assets are as follows:

Computers and purchased software	3 years

Long-lived Assets

Long-lived assets including property and equipment, lease right-of-use assets, and definite lived intangibles are evaluated for impairment under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 360, *Property, Plant, and Equipment.* Long-lived assets are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Long-lived assets are determined to not be recoverable if the undiscounted estimated future net operating cash flows directly related to the asset, including any disposal value, is less than the carrying amount of the asset. If the carrying value of an asset is determined to not be recoverable, the impairment loss is measured as the amount by which the carrying amount of the asset exceeds its fair value. An estimate of fair value is based on the best information available, including prices for similar assets and discounted cash flow.

Leases

On January 1, 2019, the Company adopted Accounting Standards Update ("ASU") 2016-2, *Leases* ("ASC 842") using the optional transition method allowed under ASU 2018-11, *Leases: Targeted Improvements.* Consequently, financial information and disclosures for the reporting periods beginning after January 1, 2019 are presented under ASC 842. ASC 842 provides a number of optional practical expedients as part of the transition from ASC 840. The Company elected the 'package of practical expedients', which permits it to not reassess, under ASC 842, prior conclusions about lease identification, lease classification and initial direct costs. On adoption, the Company recognized $5.7 million of assets and $6.6 million of liabilities related to the right-of-use asset and lease liability, respectively, for its current operating leases. The adoption did not have a material impact on our Consolidated Statements of Operations.

The Company recognizes a lease liability and right-of-use asset in our Consolidated Balance Sheets for contracts that it determines are leases or contain a lease. The Company's leases primarily consist of operating leases for various office space. Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the leases. The Company's right-of-use assets and lease liabilities are recognized at lease commencement based on the present value of lease payments over the lease term. Lease right-of-use assets include initial direct costs incurred by the Company and are presented net of deferred rent, lease incentives and certain other existing lease liabilities. Absent an implicit interest rate in the lease, the Company uses its incremental borrowing rate, adjusted for the effects of collateralization, based on the information available at commencement in determining the present value of lease payments. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise those options. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Additionally, upon amendments or other events, the Company may be required to remeasure our lease liability.

The Company does not recognize a lease liability or right-of-use asset on our Consolidated Balance Sheets for short-term leases. Instead, the Company recognizes short-term lease payments as an expense on a straight-line basis over the lease term. A short-term lease is defined as a lease that, at the commencement date, has a lease term of 12 months or less and does not include an option to purchase the underlying asset that the lessee is reasonably certain to exercise. When determining whether a lease qualifies as a short-term lease, the Company evaluates the lease term and the purchase option in the same manner as all other leases.

Goodwill and Intangible Assets

Goodwill is initially measured as the excess of the cost of the acquired business over the sum of the amounts assigned to assets acquired less the liabilities assumed. As of September 30, 2020, goodwill recorded on our Consolidated Balance Sheets relates to the acquisitions of RCP 2, RCP 3 and FPC. As of September 30, 2020, the intangible assets are comprised of indefinite-lived intangible assets and finite-lived intangible assets related to the acquisitions of RCP 2, RCP 3 and FPC.

Indefinite-lived intangible assets and goodwill are not amortized. Finite-lived technology is amortized using the straight-line method over its estimated useful life of 4 years. Finite-lived management fund contracts, which relate to acquired separate accounts and funds and investor/customer relationships with a specified termination date, are amortized in line with contractual revenue to be received, which range between 9 and 10 years. Certain of our trade names are considered to have finite-lives. Finite-lived trade names are amortized over 10 years in line with the pattern in which the economic benefits arise.

Goodwill is reviewed for impairment at least annually utilizing a qualitative or quantitative approach and more frequently if circumstances indicate impairment may have occurred. The impairment testing for goodwill under the qualitative approach is based first on a qualitative assessment to determine if it is more likely than not that the fair value of the Company's reporting unit is less than the respective carrying value. The reporting unit is the reporting level for testing the impairment of goodwill. If it is determined that it is more likely than not that a reporting unit's fair value is less than its carrying value, or when the quantitative approach is used, a two-step quantitative assessment is performed to (a) calculate the fair value of the reporting unit and compare it to its carrying value, and (b) if the carrying value exceeds its fair value, to measure an impairment loss.

The Company performed the annual goodwill impairment assessment as of September 30, 2020 and 2019 and concluded that goodwill was not impaired. The Company has not recognized any impairment charges in any of the periods presented.

Debt Issuance Costs

Costs incurred for debt issuance are being amortized on a straight-line basis over the terms of the underlying obligation, which approximates the effective interest method, and are presented as a reduction to the carrying value of the associated debt on our Consolidated Balance Sheets and included in interest expense within our Consolidated Statements of Operations.

Redeemable Noncontrolling Interest

Redeemable noncontrolling interest represents third-party interests in the Company's consolidated subsidiary, Intermediate Holdings. This interest is redeemable at the option of the investors and therefore is not treated as permanent equity. Redeemable noncontrolling interest is presented at the greater of its carrying amount or redemption value at the end of each reporting period in the Company's Consolidated Balance Sheets. Any changes in redemption value are recorded to retained earnings, or in the absence of retained earnings, additional paid-in capital. See Note 13 for additional information.

Treasury Stock

The Company records common stock purchased for treasury at cost. At the date of subsequent reissuance, the treasury stock account is reduced by the cost of such stock using the average cost method.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or liability at the measurement date. We use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then we rank the estimated values based on the reliability of the inputs used following the fair value hierarchy set forth by the FASB.

At September 30, 2020 and December 31, 2019, we used the following valuation techniques to measure fair value for assets and there were no changes to these methodologies during the periods presented:

Level 1—Assets were valued using the closing price reported in the active market in which the individual security was traded.

Level 2—Assets were valued using quoted prices in markets that are not active, broker dealer quotations, and other methods by which all significant inputs were observable at the measurement date.

Level 3—Assets were valued using unobservable inputs in which little or no market data exists as reported by the respective institutions at the measurement date.

The carrying values of financial instruments comprising cash and cash equivalents, prepaid assets, accounts payable, accounts receivable and due from related parties approximate fair values due to the short-term maturities of these instruments. The fair value of the credit and guarantee facility approximates the carrying value based on the interest rates which approximate current market rates. The seller notes payable and tax amortization benefits were recorded at their discounted fair values upon issuance and a non-cash interest expense is recorded every period on our Consolidated Statements of Operations. Thus, their carrying values approximate fair value. At September 30, 2020 and December 31, 2019, the Company did not have any assets or liabilities that were measured at fair value on a recurring basis.

Revenue Recognition of Management Fees and Management Fees Received in Advance

On January 1, 2019, the Company adopted ASC 606, *Revenue from Contracts with Customers* (“ASC 606”) using the modified retrospective method. The adoption did not change the historical pattern of recognizing revenue for management fees. Accordingly, the Company did not record a cumulative adjustment upon adoption.

Revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company’s significant management and advisory contracts.

The Company’s sources of revenue currently include management fee contracts, subscriptions, consulting agreements and referral fees and advisory services fees.

The Company generally earns management fees on the Funds for ten years from the inception date for each Fund. The fee is typically a fixed percentage of limited partner committed capital during the investment period, and then typically steps down to a new rate on either limited partner committed capital, net invested capital, or underlying commitments, as appropriate, by fund. Management fees received in advance reflects the amount of management fees that have been received prior to the period the fees are earned from the underlying Funds. These fees are recorded as deferred revenue on our Consolidated Balance Sheets.

The Company typically satisfies its performance obligation over time as the services are rendered, since the Funds simultaneously receive and consume the benefits provided as the Company performs the service. Revenue for investment management services provided is recognized at the end of the period, as that is when the Company has performed all contractual services for the period and fees have been earned.

Other revenue on our Consolidated Statements of Operations mostly consists of subscriptions, consulting agreements and referral fees, and advisory services fees. The subscription and consulting agreements typically have renewable one-year lives, and revenue is recognized ratably over the current term of the subscription or the agreement. If subscriptions or fees have been paid in advance, these fees are recorded as deferred revenue on our Consolidated Balance Sheets. Referral fee revenue is recognized upon closing of certain opportunities. Advisory services fees mostly include management fees earned on nondiscretionary advisory relationships. The Company generally receives management fees from these clients in advance on a quarterly basis. These management fees are recognized and recorded in a similar fashion to the Fund management fees as described above.

Income Taxes

Current income tax expense represents our estimated taxes to be paid or refunded for the current period. In accordance with ASC 740, *Income Taxes* (“ASC 740”), we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are recorded to reduce deferred tax assets to the amount we believe is more likely than not to be realized.

Uncertain tax positions are recognized only when we believe it is more likely than not that the tax position will be upheld on examination by the taxing authorities based on the merits of the position. We recognize interest and penalties, if any, related to uncertain tax positions in income tax expense.

We file various federal and state and local tax returns based on federal and state local consolidation and stand-alone tax rules as applicable.

Earnings Per Share

Basic earnings per share (“EPS”) is calculated by dividing net income attributable to common stockholders by the weighted-average number of common shares. Diluted EPS includes the determinants of basic EPS and common stock equivalents outstanding during the period adjusted to give effect to potentially dilutive securities. See Note 12 for additional information.

The numerator in the computation of diluted EPS is impacted by the redeemable convertible preferred shares issued by Intermediate Holdings since these preferred shares are convertible into common shares of Intermediate Holdings. Under the if converted method, diluted EPS reflects a reduction in earnings that P10 Holdings would recognize by owning a smaller percentage of Intermediate Holdings when the preferred shares are assumed to be converted.

The denominator in the computation of diluted EPS is impacted by additional common shares that would have been outstanding if dilutive potential shares of common stock had been issued. Potential shares of common stock that may be issued by the Company include shares of common stock that may be issued upon exercise of outstanding stock options. Under the treasury stock method, the unexercised options are assumed to be exercised at the beginning of the period or at issuance, if later. The assumed proceeds are then used to purchase shares of common stock at the average market price during the period.

Stock-Based Compensation Expense

Stock-based compensation is accounted for using the Black Scholes option valuation model. Stock-based compensation cost is estimated at the grant date based on the fair-value of the award and is recognized as expense ratably over the requisite service period of the award, generally five years. Expected life is based on the vesting period and expiration date. Stock price volatility is estimated based on a group of similar publicly traded companies determined to be most reflective of the expected volatility of the Company due to the nature of operations of these entities. The risk-free rates are based on the U.S. Treasury yield in effect at the time of grant. Forfeitures are accounted for as they occur.

Segment Reporting

We operate as a single operating segment. According to ASC 280, *Disclosures about Segments of an Enterprise and Related Information*, operating segments are defined as components of an enterprise for which separate financial information is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance.

Business Acquisitions

In accordance with ASC 805, *Business Combinations* (“ASC 805”), the Company identifies a business to have three key elements; inputs, processes, and outputs. While an integrated set of assets and activities that is a business usually has outputs, outputs are not required to be present. In addition, all the inputs and processes that a seller uses in operating a set are not required if market participants can acquire the set and continue to produce outputs. In addition, the Company also performs a screen test to determine when a set is not a business. The screen requires that when substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. If the set is not considered a business, it is accounted for as an asset acquisition using a cost accumulation model. In the cost accumulation model, the cost of the acquisition, including certain transaction costs, is allocated to the assets acquired on the basis of relative fair values.

The Company includes the results of operations of acquired businesses beginning on the respective acquisition dates. In accordance with ASC 805, the Company allocates the purchase price of an acquired business to its identifiable assets and liabilities based on the estimated fair values using the acquisition method. The excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill. The excess value of the net identifiable assets and liabilities acquired over the purchase price of an acquired business is recorded as a bargain purchase gain. The Company uses all available information to estimate fair values of identifiable intangible assets and property acquired. In making these determinations, the Company may engage an independent third-party valuation specialist to assist with the valuation of certain intangible assets, notes payable, and tax amortization benefits.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

Recent Accounting Pronouncements

The Company adopted ASU No. 2016-15, Statement of Cash Flows ("ASC 320") *Classification of Certain Cash Receipts and Cash Payments* on January 1, 2019. The adoption of this new guidance did not have a material impact on our Consolidated Financial Statements and related disclosures.

The Company adopted ASU No. 2016-18, Statement of Cash Flows (ASC 320) *Restricted Cash* on January 1, 2019. The adoption of this new guidance did not have a material impact on our Consolidated Financial Statements and related disclosures.

The Company adopted ASU No. 2017-01, Business Combinations (ASC 805) *Clarifying the Definition of a Business* on January 1, 2019. The adoption of this new guidance did not have a material impact on our Consolidated Financial Statements and related disclosures.

The Company adopted ASU No. 2018-13, *Fair Value Measurement ("ASC 820"): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement* on January 1, 2020. The adoption of this new guidance did not have a material impact on our Consolidated Financial Statements and related disclosures.

Pronouncements not yet adopted

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). ASU 2016-13 provides amendments to ASC 326, *Financial Instruments - Credit Losses*, which replaces the incurred loss impairment model with a current expected credit loss ("CECL") model. CECL requires a company to estimate lifetime expected credit losses based on relevant information about historical events, current conditions and reasonable and supportable forecasts. The guidance must be applied using the modified retrospective adoption method on January 1, 2023, with early adoption permitted. The adoption of the new guidance is not expected to have a material effect on our Consolidated Financial Statements and related disclosures.

Note 3. Acquisitions

Five Points Capital

On April 1, 2020, we completed the acquisition of 100% of the capital stock of FPC, an independent private equity manager focused exclusively on the U.S. lower middle market. FPC manages direct private equity, credit and small market, sector-focused buyout fund-of-funds strategies. The transaction was accounted for under the acquisition method of accounting pursuant to Accounting Standards Codification Topic 805, *Business Combinations.*

Consideration paid in the transaction consisted of both cash and equity. See Note 13 for additional information on the preferred stock issued in the connection with the acquisition of FPC. The following is a summary of consideration paid:

	Fair Value
Cash	46,751
Preferred stock	20,100
Total purchase consideration	$ 66,851

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

We recognized $1.1 million of acquisition-related costs for the nine months ended September 30, 2020. We also recognized $1.2 million of acquisition-related costs for the year ended December 31, 2019. These costs are included in professional fees on our Consolidated Statements of Operations.

The acquisition date fair values of certain assets and liabilities, including intangible assets acquired and related weighted average expected lives and deferred income taxes, are provisional and subject to revision within one year of the acquisition date. As such, our estimates of fair values are pending finalization, which may result in adjustments to goodwill.

The following table presents the fair value of the net assets acquired as of the acquisition date:

	Fair Value
ASSETS	
Cash and cash equivalents	$ 111
Accounts receivable	295
Due from related parties	27
Prepaid expenses and other	13
Right-of-use assets	339
Intangible assets	23,960
Total assets acquired	$ 24,745
LIABILITIES	
Accounts payable	$ 358
Accrued expenses	389
Long-term lease obligation	339
Deferred tax liability	5,504
Total liabilities assumed	$ 6,590
Net identifiable assets acquired	$ 18,155
Goodwill	48,696
Net assets acquired	$ 66,851

Identifiable Intangible Assets

The following table presents the fair value of identifiable intangible assets acquired:

	Fair Value	Weighted-Average Amortization Period
Value of management fund contracts	$ 19,900	10
Value of trade name	4,060	10
Total identifiable intangible assets	$ 23,960	

The fair value of the management fund contracts was estimated using the excess earnings method. Significant inputs to the valuation model include existing fund revenue, estimates of expenses and contributory asset charges, the economic life of the contracts and a discount rate based on a weighted average cost of capital.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

The fair value of the trade name was estimated using the relief from royalty method. Significant inputs to the valuation model include estimates of existing and future revenue, estimated royalty rate, economic life and a discount rate based on a weighted average cost of capital.

The management fund contracts and the trade name both have a finite useful life. The carrying value of the management fund contracts and trade name will be amortized in line with the pattern in which the economic benefits arise and reviewed at least annually for indicators of impairment in value that is other than temporary.

Goodwill

Goodwill is calculated as the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from assets acquired and liabilities assumed that could not be individually identified. The goodwill recorded as part of the acquisition includes the expected synergies and other benefits that management believes will result from the acquisition, including expanding the Company's product offering into private credit. The goodwill is not expected to be deductible for tax purposes.

Financial Information

Since the acquisition date of April 1, 2020, the revenues and net loss of the business acquired have been included in our Consolidated Statements of Operations and were $8.5 million and $0.3 million, respectively.

The following unaudited pro forma condensed consolidated results of operations of the Company assumes the acquisition of FPC was completed on January 1, 2019:

	For the Nine Months Ended September 30,	
	2020	2019
Revenue	$ 47,026	$ 46,143
Net income (loss)	4,319	10,269

Pro forma adjustments include revenue and net income (loss) of the acquired business for each period as well as amortization of identifiable intangible assets acquired. Other pro forma adjustments include one-time bonus expenses directly attributable to the business combination, dividends on preferred stock issued by Intermediate Holdings in connection with the acquisition and the impact of reflecting acquisition costs directly attributable to the business combination in 2019 instead of 2020.

Columbia

Effective October 9, 2018, RCP Advisors 2, LLC acquired 100% of the assets held by Columbia Partners, LLC, Investment Management ("Columbia"), under an Assignment and Purchase Agreement ("Columbia Purchase Agreement"). The acquisition was accounted for as an asset acquisition in accordance with ASC 805.The total purchase consideration was $1.0 million, which was funded by cash and additional consideration payable. The Company paid $0.1 million upon closing of the transaction and the remaining balance of $0.8 million was payable over seven equal payments of $0.1 million. The Company had a payable balance of $0 and $0.2 million related to these post-closing payments at September 30, 2020 and December 31, 2019, respectively.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

Note 4. Revenue

The following presents revenues disaggregated by product offering, which aligns with the identified performance obligations and the basis for calculating each amount:

	For the Nine Months Ended September 30,	
	2020	2019
Management fee contracts	$ 40,215	$ 29,405
Subscriptions	496	614
Consulting agreements and referral fees	55	754
Advisory services fees	1,807	2,089
Other revenue	120	381
Total revenues	$ 42,693	$ 33,243

Note 5. Property and Equipment

Property and equipment consist of the following:

	As of September 30, 2020	As of December 31, 2019
Computers and purchased software	$ 165	$ 151
Less: accumulated depreciation	(126)	(105)
Total property and equipment, net	$ 39	$ 46

Note 6. Intangibles

Intangibles consists of the following:

	As of September 30, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:			
Trade names	$ 17,350	$ —	$ 17,350
Total indefinite-lived intangible assets	17,350	—	17,350
Finite-lived intangible assets:			
Trade names	4,060	(157)	3,903
Management fund contracts	74,876	(28,827)	46,049
Technology	5,950	(4,083)	1,867
Total finite-lived intangible assets	84,886	(33,067)	51,819
Total intangible assets	$ 102,236	$ (33,067)	$ 69,169

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

	As of December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:			
Trade names	$ 17,350	$ —	$ 17,350
Total indefinite-lived intangible assets	17,350	—	17,350
Finite-lived intangible assets:			
Management fund contracts	54,976	(20,495)	34,481
Technology	5,950	(2,967)	2,983
Total finite-lived intangible assets	60,926	(23,462)	37,464
Total intangible assets	$ 78,276	$ (23,462)	$ 54,814

Management fund contracts and certain trade names are amortized over 10 years and are being amortized in line with pattern in which the economic benefits arise. Technology is amortized on a straight-line basis over 4 years. The amortization expense for each of the next five years and thereafter are as follows:

Remainder of 2020	$ 3,572
2021	12,988
2022	9,414
2023	8,005
2024	6,366
Thereafter	11,474
Total amortization	$ 51,819

Note 7. Debt

Debt consists of the following:

	As of September 30, 2020	As of December 31, 2019
Gross notes payable to sellers	$ 41,064	$ 57,814
Less debt discount	(9,422)	(16,931)
Notes payable to sellers, net	$ 31,642	$ 40,883
Gross credit and guaranty facility	$ 104,389	$ 106,971
Debt issuance costs	(1,933)	(2,008)
Credit and guaranty facility, net	$ 102,456	$ 104,963
Total Debt	$ 134,098	$ 145,846

Notes Payable to Sellers

On October 5, 2017, the Company issued Secured Promissory Notes Payable (“2017 Seller Notes”) in the amount of $81.3 million to the owners of RCP 2 in connection with the acquisition of that entity. The 2017 Seller Notes mature on January 15, 2025. The 2017 Seller Notes are non-interest bearing and will be paid using cash generated from the business operations and borrowings under the Credit and Guaranty Facility (“Facility”) described below. The 2017 Seller Notes were recorded at their discounted fair value in the amount of

$78.7 million. Non-cash interest expense was recorded on a periodic basis increasing the 2017 Seller Notes to their gross value. As of September 30, 2020 and December 31, 2019, the gross value of the 2017 Seller Notes was $6.4 million.

On January 3, 2018, the Company issued Secured Promissory Notes Payable ("2018 Seller Notes") in the amount of $22.1 million to the owners of RCP 3 in connection with the acquisition of that entity. The 2018 Seller Notes mature on January 15, 2025. The 2018 Seller Notes are non-interest bearing and will be paid using cash generated from the business operations and borrowings under the Facility described below. The 2018 Seller Notes were recorded at their discounted fair value in the amount of $21.2 million. Noncash interest expense was recorded on a periodic basis increasing the 2018 Seller Notes to their gross value. As of September 30, 2020 and December 31, 2019, the gross value of the 2018 Seller Notes was $3.0 million.

On January 3, 2018, the Company issued tax amortization benefits in the amount of $48.4 million ("TAB Payments") to the owners of RCP 3 in connection with the acquisition of that entity. The TAB Payments are non-interest bearing and will be paid in equal annual installments beginning April 15, 2023. The TAB Payments mature on April 15, 2037. The TAB Payments were recorded at their discounted fair value in the amount of $28.9 million. Non-cash interest expense is recorded on a periodic basis increasing the TAB Payments to their gross value. On April 1, 2020, the holders of the TAB Payments contributed $16.8 million of their TAB Payments to Intermediate Holdings in exchange for receiving 3.3 million shares of Series C preferred stock. The discounted fair value of the TAB Payments received was $10.0 million on the date of the FPC acquisition, April 1, 2020. See Note 13 for additional information. As of September 30, 2020 and December 31, 2019, the gross value of the 2018 TAB Payments was $31.7 million and $48.4 million, respectively.

During the nine months ended September 30, 2020 and 2019, we recorded combined interest expense on the 2018 Seller Notes and 2017 Seller Notes in the amount of $0 and $0.6 million, respectively. During the nine months ended September 30, 2020 and 2019, we recorded $0.8 million and $1.0 million in interest expense related to the TAB Payments respectively. During the nine months ended September 30, 2020, no payments were made on the 2017 Seller Notes and 2018 Seller Notes. During the nine months ended September 30, 2019, payments of $19.7 million were made on the 2017 Sellers Notes and 2018 Sellers Notes.

The 2017 Seller Notes, the 2018 Seller Notes and the TAB Payments are collectively referred to as "Notes payable to sellers" on our Consolidated Financial Statements.

Credit and Guaranty Facility

The Company's wholly owned subsidiary, Holdco, entered into the Facility with HPS Investment Partners, LLC ("HPS"), an unrelated party, as administrative agent and collateral agent on October 7, 2017. The Facility provides for a $130.0 million senior secured credit facility in order to refinance the existing debt obligations of RCP Advisors and provide for the financing to repay the Seller Notes due resulting from the acquisition of RCP Advisors. The Facility provides for a $125 million five-year term loan and a $5 million one-year line of credit. The line of credit was repaid and subsequently expired during 2018.

Subject to certain EBITDA levels and conditions, Holdco was permitted to draw up to $125 million in aggregate on the term loan in tranches through July 31, 2019. Interest is calculated upon each tranche at LIBOR for either one, two, three, or six months, as selected by Holdco, plus an applicable margin of 6.00% per annum. To date, Holdco has chosen three-month and six-month LIBOR at the time of each draw and each subsequent repricing at the end of the chosen LIBOR period. Principal is repaid at a rate of 0.75% of the original tranche draw per

(Unaudited, dollar amounts stated in thousands)

calendar quarter. Holdco took a $55 million draw on the term loan on January 3, 2018, a $25 million draw on August 15, 2018, a $15 million draw on December 3, 2018, and a $19.8 million draw on June 12, 2019. The maturity date of all term loan tranches is October 7, 2022.

The Facility contains affirmative and negative covenants typical of such financing transactions, and specific financial covenants which require Holdco to maintain a minimum leverage ratio, asset coverage ratio and a fixed charge ratio. The Facility also contains restrictions regarding the creation of indebtedness, the occurrence of mergers or consolidations, the payment of dividends and other restrictions. As of September 30, 2020, Holdco was in compliance with all the financial covenants required under the Facility. The outstanding balance of the Facility was $104.0 million and $107.0 million as of September 30, 2020 and December 31, 2019, respectively, and is reported net of unamortized debt issuance costs on our Consolidated Balance Sheets.

Phase-Out of LIBOR

In July 2017, the UK's Financial Conduct Authority, which regulates LIBOR, announced that it intends to phase out LIBOR as a benchmark by the end of 2021. At the present time, our Facility has a term that extends beyond 2021. The Facility provides for a mechanism to amend the underlying agreements to reflect the establishment of an alternate rate of interest. However, we have not yet pursued any amendment or other contractual alternative to our Facility to address this matter. We are currently evaluating the potential impact of the eventual replacement of the LIBOR interest rate.

Debt Payable

Future principal maturities of debt as of September 30, 2020 are as follows:

Remainder of 2020	$ 861
2021	3,443
2022	100,086
2023	2,111
2024	2,111
Thereafter	36,841
	$ 145,453

Debt Issuance Costs

Debt issuance costs are offset against the Credit and Guaranty Facility. Unamortized debt issuance costs for this Facility as of September 30, 2020 and December 31, 2019 were $1.9 million and $2.0 million, respectively.

Amortization expense related to debt issuance costs totaled $0.5 million for the nine months ended September 30, 2020 and 2019, respectively, and are included within interest expense, net on the accompanying Consolidated Statements of Operations. During the nine months ended September 30, 2020, we recorded $0.5 million in debt issuance costs. There were no debt issuance costs incurred during the nine months ended September 30, 2019.

Note 8. Related Party Transactions

Effective May 1, 2018, P10 Holdings pays a monthly services fee of $31.7 thousand for administration and consulting services along with a monthly fee of $18.8 thousand for certain reimbursable expenses to 210/P10

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

Acquisition Partners, LLC, which owns approximately 24.9% of P10 Holdings. P10 Holdings paid 210/P10 Acquisition Partners $0.5 million during the nine months ended September 30, 2020 and 2019, respectively.

On June 30, 2020, RCP 2 entered into an intercompany services agreement with FPC whereby RCP 2 will provide certain accounting, human resources, back office, administrative functions and such other services to FPC as mutually agreed upon from time to time. In consideration for the services provided, FPC shall pay RCP 2 a quarterly fee in the amount of $850 thousand. Per the agreement, for the services rendered for the nine months ended September 30, 2020, FPC shall pay RCP 2 in the amount of $1.7 million. These amounts were eliminated in consolidation.

Effective April 1, 2020, Intermediate Holdings pays a quarterly management fee of $250 thousand to Keystone Capital XXX, LLC, which is the holder of the Series B preferred shares issued by Intermediate Holdings in connection with the acquisition of FPC. See Note 14 below for additional information.

As described in Note 1, through its subsidiaries, the Company serves as the investment manager to the Funds. Certain expenses incurred by the Funds are paid upfront and are reimbursed from the Funds as permissible per fund agreements. As of September 30, 2020, the total accounts receivable from the Funds totaled $1.7 million, of which $0.3 million related to reimbursable expenses and $1.4 million related to management fees earned but not yet received. In certain instances, the Company may incur expenses related to specific products that never materialize.

Note 9. Commitments and Contingencies

Operating Leases

The Company leases office space and various equipment under non-cancelable operating leases, with the longest lease expiring in 2027. These lease agreements provide for various renewal options. The information in the table below does not include any renewal options unless those options have been exercised. Rent expense for the various leased office space and equipment was approximately $1.1 million and $0.9 million for the nine months ended September 30, 2020 and 2019, respectively.

The following table presents information regarding the Company’s operating leases as of September 30, 2020:

Operating lease right-of-use assets	$5,172
Operating lease liabilities	$5,968
Cash paid for lease liabilities	$1,132
Weighted-average remaining lease term (in years)	4.41
Weighted-average discount rate	6.11%

(Unaudited, dollar amounts stated in thousands)

The estimated lease payments as of September 30, 2020 are as follows:

Remainder of 2020	$ 398
2021	1,626
2022	1,504
2023	1,488
2024	1,308
Thereafter	507
Total undiscounted lease payments	6,831
Less discount	(863)
Total lease liabilities	$5,968

Contingencies

We may be involved, either as plaintiff or defendant, in a variety of ongoing claims, demands, suits, investigations, tax matters and proceedings that arise from time to time in the ordinary course of our business. We evaluated all potentially significant litigation, government investigations, claims or assessments in which we are involved and do not believe that any of these matters, individually or in the aggregate, will result in losses that are materially in excess of amounts already recognized, if any.

COVID-19

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, we have activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. We are unable to accurately predict how COVID-19 will affect the results of our operations because the virus's severity and the duration of the pandemic are uncertain. However, we do not expect a significant impact to our near-term results given the structure of our contracts. While it is premature to accurately predict its full impact, we do anticipate an effect on our ability to raise capital for future funds.

Note 10. Income Taxes

The Company calculates its tax provision using the estimated annual effective tax rate methodology. The tax expense or benefit caused by an unusual or infrequent item is recorded in the quarter in which it occurs. To the extent that information is not available for the Company to fully determine the full year estimated impact of an item of income or tax adjustment, the Company calculates the tax impact of such item discretely.

The Company acquired an affiliate, FPC, effective April 1, 2020. FPC files its own stand-alone tax returns. Based on these methodologies, the Company's effective income tax rate for the nine months ended September 30, 2020 was -90.4%.

For the nine months ended September 30, 2020, the tax rate differed from the federal tax rate primarily due to the release of the valuation allowance, a non-controlling partnership interest, state taxes and the effect of FPC filing

a separate return. Discrete tax items for the period related primarily to the release of the valuation allowance against certain deferred tax assets due to forecasted income, prior year NOL adjustment, as well as transaction costs for the acquisition of FPC.

As of September 30, 2020 and December 31, 2019, the Company had a valuation allowance against deferred tax assets related to a significant portion of its federal and state deferred tax assets.

The Company's effective income tax rate for the nine months ended September 30, 2019 was -195.9%.

For the nine months ended September 30, 2019, the tax rate differed from the federal tax rate primarily due to the release of the valuation allowance and state taxes. Discrete tax items for the period related primarily to the release of the valuation allowance against certain deferred tax assets due to forecasted income and prior year adjustments.

The Company's tax provision has been prepared reflecting the recently enacted Coronavirus Aid, Relief, and Economic Security Act ("CARES") Act. The Company will continue to monitor legislative activity and other developments impact on its tax provision. The Company is subject to examination by the United States Internal Revenue Service as well as state, local and tax authorities. The Company is not currently under audit.

Note 11. Stockholders' Equity

Common Stock

On May 28, 2014, our stockholders approved an amendment to the Company's Restated Certificate of Incorporation to increase the number of authorized shares of common stock from 30 million shares to 40 million shares. On May 3, 2017, through the court reorganization process, an amendment to the Company's Restated Certificate of Incorporation further increased the authorized shares of common stock from 40 million to 110 million.

Stock Option Plans

Options granted under the 2010 Incentive Plan and 2018 Incentive Plan vest over a period of up to four years and five years, respectively. The term of each option is no more than ten years from the date of grant. The sale of the business to Langley triggered the change in control provisions of the stock incentive plans which resulted in the accelerated vesting of all outstanding stock options and restricted stock units. This resulted in the accelerated expense recognition of all outstanding grants outstanding at that time.

In conjunction with the bankruptcy proceeding in 2017, the Company terminated the 2000 and 2010 Stock Incentive Plans, whereby 1,113,000 shares held by the then-current CEO, CFO and current Chairman of the Board subject to outstanding options were cancelled and returned to the stock option pool. In addition, the CEO was granted 1,600,000 nonqualified stock options at an exercise price of $0.30 per share. These options are fully vested, have a ten-year exercise period and were issued outside of the 2010 Stock Incentive Plan. When the options are exercised, the Board of Directors has the option of issuing shares of common stock or paying a lump sum cash payment on the exercise date equal to the difference between the common stock's fair market value on the exercise date and the option price.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

A summary of stock option activity for the nine months ended September 30, 2020 is as follows:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Contractual Life Remaining (in years)	Aggregate Intrinsic Value (whole dollars)
Outsanding as of December 31, 2019	5,670,000	$ 0.93	8.25	$ 2,668,000
Granted	2,000,000	$ 1.69		
Exercised	—			
Expired/Forfeited	(26,000)	$ 2.57		
Outsanding as of September 30, 2020	7,644,000	$ 1.18	8.00	$21,206,800
Exercisable as of September 30, 2020	1,684,000	$ 0.47	6.47	$ 5,922,500

The weighted average assumptions used in calculating the fair value of stock options granted during the nine months ended September 30, 2020 and 2019 were as follows:

	For the Nine Months Ended September 30,	
	2020	2019
Expected life	7.5(yrs)	7.5(yrs)
Expected volatility	39.49%	39.60%
Risk-free interest rate	1.11%	2.49%
Expected dividend yield	0.00%	0.00%

Compensation expense equal to the grant date fair value is recognized for these awards over the vesting period. The stock-based compensation expense for the nine months ended September 30, 2020 and 2019 was $0.5 million and $0.3 million, respectively. Unrecognized stock-based compensation expense related to outstanding unvested stock options as of September 30, 2020 was $2.6 million and is expected to be recognized over a weighted average period of 3.36 years. Any future forfeitures will impact this amount.

Note 12. Earnings Per Share

The Company presents basic EPS and diluted EPS for our common stock. Basic EPS excludes potential dilution and is computed by dividing net income by the weighted-average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if shares of common stock were issued pursuant to our stock-based compensation awards. Additionally, diluted EPS reflects the potential dilution that could occur if convertible preferred shares of Intermediate Holdings were converted into common shares of Intermediate Holdings.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

The following table presents a reconciliation of the numerators and denominators used in the computation of basic and diluted EPS:

	For the Nine Months Ended September 30,	
	2020	2019
Numerator:		
Numerator for basic calculation—Net income attributable to P10 Holdings	$ 2,880	$ 10,688
Adjustment for:		
Preferred dividends attributable to redeemable noncontrolling interest	306	—
Proportionate share of subsidiary's earnings attributable to subsidiary's convertible preferred stock under assumed conversion	(322)	—
Numerator for earnings per share assuming dilution	$ 2,864	$ 10,688
Denominator:		
Denominator for basic calculation		
—Weighted-average shares	89,235	89,235
Weighted shares assumed upon exercise of stock options	2,825	1,346
Denominator for earnings per share assuming dilution assuming dilution	92,060	90,581
Earnings per share—basic	$ 0.03	$ 0.12
Earnings per share—diluted	$ 0.03	$ 0.12

The computations of diluted earnings excluded options to purchase 1.8 million shares and 2.8 million shares of common stock for the nine months ended September 30, 2020 and 2019, respectively, because the options were anti-dilutive.

Note 13. Redeemable Noncontrolling Interest

In connection with the closing of the acquisition of FPC on April 1, 2020, the Company formed a new subsidiary, Intermediate Holdings, which was the acquiring entity of FPC. On April 1, 2020, Intermediate Holdings issued three series (A, B and C) of redeemable convertible preferred shares. The preferred shares on an as-if-converted basis represent approximately 18.6% of the aggregate issued and outstanding share capital of Intermediate Holdings with P10 Holdings owning the remaining 81.4% through its 100% ownership of the outstanding common stock of Intermediate Holdings. The third-party ownership interest represents a noncontrolling interest in Intermediate Holdings, which we have a controlling interest in. There are common features among all three series of preferred shares, including:

- The right to convert each share into a common share of Intermediate Holdings (1:1 ratio).
- The right to require Intermediate Holdings to purchase all shares from the preferred shareholder after the 3rd anniversary of the FPC acquisition close date unless the Company meets the acquisition threshold (as defined in Intermediate Holdings' Operating Agreement), at which point the right will be extended to the 5th anniversary. The shares are redeemable at fair market value.

- Intermediate Holdings has the right to exchange, immediately prior to a qualified public offer (as defined in Intermediate Holdings' Operating Agreement), each preferred share into an ordinary share of the new public entity at the then effective and applicable conversion price.
- Each preferred share accrues dividends at the rate of 1% of the issue price per annum.
- In the event of any liquidation, dissolution or winding up of Intermediate Holdings, the preferred shareholders have legal rights after the debt holders, but before the notes payable to sellers and common equity holders.
- Except for certain additional rights granted to the Series B preferred shareholder, each preferred shareholder has a number of votes equal to the number of shares they hold. The voting rights are identical to the common shareholders.

The following is a summary of each individual series and any additional features they have:

Series A

Intermediate Holdings issued to the FPC sellers 6,700,000 shares of Series A redeemable convertible preferred shares at a price of $3.00 per share for an aggregate issuance price of $20.1 million. These shares were a part of the purchase consideration in the acquisition of FPC described in Note 3.

Series B

Intermediate Holdings issued to Keystone Capital XXX, LLC ("Keystone") 10,000,000 shares of Series B redeemable convertible preferred shares at a price of $3.00 per share for an aggregate issuance price of $30.0 million. The shares were issued in exchange for cash. The cash received was used as part of the cash consideration in the acquisition of FPC described in Note 3.

In addition to the rights listed above, the Series B preferred shares also feature a call option that gives the shareholder the ability to purchase up to an additional 5,000,000 Series B preferred shares at an exercise price of $3 per share; provided the option may only be used for funding the cash purchase price of an acquisition and any related fees. The option may only be exercised with respect to a definitive agreement related to an acquisition and the option expires on the second anniversary of the FPC acquisition close date.

The Series B preferred shareholder is also granted additional protective rights as well as additional approval rights with respect to certain matters.

Series C

Intermediate Holdings issued to the holders of the TAB Payments 3,337,470 shares of Series C redeemable convertible preferred shares at a price of $3.00 per share for an aggregate issuance price of $10.0 million. The shares were issued in a non-cash exchange for a portion of the TAB Payments held. The gross value of the TAB payments received was $16.8 million.

Additionally, Intermediate Holdings issued to certain key members of FPC management 333,333 shares of Series C redeemable convertible preferred shares at a price of $3.00 per share for an aggregate issuance price of $1.0 million. The shares were issued in exchange for cash.

Since the preferred shares are redeemable at the option of the holder and the redemption is not solely in the control of the Company, the preferred shares are accounted for as a redeemable noncontrolling interest and

(Unaudited, dollar amounts stated in thousands)

classified within temporary equity in the Company's Consolidated Balance Sheet as of September 30, 2020. The redeemable noncontrolling interest was initially measured at the fair value of the consideration paid. The preferred shares are considered not currently redeemable, but probable of becoming redeemable and therefore the redeemable noncontrolling interest is subsequently measured at the greater of the carrying amount or redemption value as of each reporting date. Dividends on the preferred shares are recognized as preferred dividends attributable to redeemable non-controlling interest in our Consolidated Statements of Operations.

The table below presents the reconciliation of changes in redeemable noncontrolling interests:

Balance at December 31, 2019	$ —
Issuance of subsidiary preferred stock	61,112
Preferred dividends attributable to redeemable noncontrolling interest	306
Balance at September 30, 2020	$ 61,418

Cumulative dividends in arrears on the preferred stock were $0.3 million and $0 as of September 30, 2020 and 2019, respectively.

Note 14. Variable Interest Entities

As of December 31, 2019, P10 Holdings consolidated (i) its subsidiary Holdco and (ii) Holdco's subsidiaries, RCP 2 and RCP 3, based on the VIE model under which the Company determined that it was the primary beneficiary. As described in Note 13, in order to facilitate the acquisition of FPC in April 2020, the Company formed a new entity, Intermediate Holdings. P10 Holdings contributed Holdco, as well as Holdco's subsidiaries, to this newly formed entity in exchange for 100% of the common equity interest of Intermediate Holdings. In addition to the common equity, Intermediate Holdings has issued redeemable preferred shares to the sellers of FPC and others.

As of September 30, 2020, P10 Holdings had an 81.4% ownership in Intermediate Holdings through their common stock holdings, with the remaining 18.6% representing the redeemable preferred equity ownership by others, calculated on an 'as-if-converted' basis. Intermediate Holdings had two wholly owned subsidiaries, FPC and Holdco, and Holdco continued to own 100% of RCP 2 and RCP 3. We concluded that our equity interests in Intermediate Holdings represent variable interests and evaluated whether this entity should be consolidated by P10 Holdings.

The preferred shareholders, as a group, lack the power to direct the most significant operations of Intermediate Holdings as they are unable to exercise substantive kick-out or participating rights over the decision makers, which is the board of managers ("BOM"). The BOM has the power to direct the activities of the entity that most significantly impact the VIE's economic performance, and those decisions are made through a majority vote. As P10 Holdings represents a majority of the BOM, P10 Holdings was concluded to be the primary beneficiary of Intermediate Holdings, which is therefore consolidated in P10's financial statements. Based on similar considerations, Holdco, RCP 2 and RCP 3 are VIE's for which Intermediate Holdings and P10 Holdings are considered the primary beneficiaries. FPC, a corporation, is concluded to be a consolidated subsidiary of Intermediate Holdings under the voting interest model. Based on these analyses, Intermediate Holdings, Holdco, FPC, RCP 2 and RCP 3 are consolidated subsidiaries of P10 Holdings as reflected in the accompanying Consolidated Financial Statements.

(Unaudited, dollar amounts stated in thousands)

The Company further evaluated whether any of the funds managed by RCP 2, RCP 3 or FPC, or any of the related general partner entities, would be required to be consolidated. Based on the Company's analysis, consolidation of these entities is not required.

The assets of our consolidated VIE's are owned by those entities and not generally available to satisfy P10 Holding's obligations, and the liabilities of our consolidated VIE's are obligations of those entities and their creditors do not generally have recourse to the assets of P10 Holdings.

The majority of the balances and activity included in our Consolidated Financial Statements are those of our consolidated VIE's, RCP 2, RCP 3 and Intermediate Holdings, with the exception of $92.2 million of total assets and $34.6 million of total liabilities as of September 30, 2020. The $92.2 million of total assets is primarily comprised of $19.4 million of deferred tax assets, $21.7 million of intangible assets and $48.7 million of goodwill. The $34.6 million of total liabilities is primarily comprised of $31.6 million of notes payable to sellers.

Note 15. Subsequent Events

Acquisition of TrueBridge Capital

On October 2, 2020, the Company completed the acquisition of 100% of the issued and outstanding membership interests of TrueBridge Capital Partners, LLC ("TCP") for a total consideration of $188.6 million, which includes cash and preferred stock of Intermediate Holdings. TCP is a leading venture capital firm that invests in both venture funds and directly in select venture-backed companies. The transaction was accounted for as a business combination under the acquisition method of accounting pursuant to ASC 805.

Consideration paid in the transaction consisted of both cash and equity. The following is a summary of consideration paid:

	Fair Value
Cash	94,216
Preferred Stock	94,350
Total purchase consideration	$ 188,566

A total of $94.2 million of the cash consideration was financed through an amendment to the existing term loan under the Facility with HPS. The additional draw has the same terms as the existing Facility including the maturity date. The Company also issued 28,590,910 shares of redeemable convertible preferred stock of Intermediate Holdings for an issuance price of $3.30 per share. Intermediate Holdings was the acquiring entity of TCP and is also the direct owner of FPC and Holdco.

A total of $4 million of cash consideration came from Keystone exercising their option to purchase additional Series B redeemable convertible preferred shares at a price of $3.00 per share. See Note 13 above for additional information. The shares were issued upon the exercising of the option on the acquisition date, October 2, 2020. The $4 million of cash was received on September 30, 2020 in advance of the acquisition. As a result, the cash was reflected in cash and cash equivalents and accounts payable in our Consolidated Balance Sheet as of September 30, 2020.

We have recognized $1.6 million of acquisition-related costs to date in 2020. No acquisition costs were recognized for the year ended December 31, 2019 related to the acquisition of TCP. These costs are included in professional fees on our Consolidated Statements of Operations.

P10 Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

The acquisition date fair values of certain assets and liabilities, including intangible assets acquired and related weighted average expected lives and deferred income taxes, are provisional and subject to revision within one year of the acquisition date. As such, our estimates of fair values are pending finalization, which may result in adjustments to goodwill.

The following table presents the provisional fair value of the net assets acquired as of the acquisition date:

	Fair Value
ASSETS	
Cash and cash equivalents	$ 6,527
Accounts receivable	14
Due from related parties	55
Prepaid expenses and other	60
Property and equipment	1,061
Right-of-use assets	1,627
Intangible assets acquired	43,600
Total assets acquired	$ 52,944
LIABILITIES	
Accounts payable	$ 20
Accrued expenses	324
Deferred revenues	6,491
Long-term lease obligation	2,031
Total liabilities assumed	$ 8,866
Net identifiable assets acquired	$ 44,078
Goodwill	144,488
Net assets acquired	$ 188,566

Identifiable Intangible Assets

The following table presents the provisional fair value of identifiable intangible assets acquired:

	Fair Value	Weighted-Average Amortization Period
Value of management fund contracts	$ 34,100	10
Value of trade name	7,300	10
Value of technology	2,200	4
Total identifiable intangible assets	$ 43,600	

The fair value of the management fund contracts was estimated using the excess earnings method. Significant inputs to the valuation model include existing fund revenue, estimates of expenses and contributory asset charges, the economic life of the contracts and a discount rate based on a weighted average cost of capital.

The fair value of the trade name was estimated using the relief from royalty method. Significant inputs to the valuation model include estimates of existing and future revenue, estimated royalty rate, economic life and a discount rate based on a weighted average cost of capital.

The fair value of technology was estimated using the relief from royalty method. Significant inputs to the valuation model include a royalty rate, an estimated life and a discount rate.

The management fund contracts, the trade name and the acquired technology all have a finite useful life. The carrying value of the management fund contracts and trade name will be amortized in line with the pattern in which the economic benefits arise and reviewed at least annually for indicators of impairment in value that is other than temporary. The technology will be amortized on a straight-line basis.

Goodwill

Goodwill is calculated as the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from assets acquired and liabilities assumed that could not be individually identified. The goodwill recorded as part of the acquisition includes the expected benefits that management believes will result from the acquisition, including the Company's build out of its investment product offering. The goodwill is expected to be partially deductible for tax purposes.

Acquisition of Enhanced Capital

On December 14, 2020, the Company completed the acquisition of 100% of the equity interests in Enhanced Capital Group, LLC ("ECG"), and a noncontrolling interest in Enhanced Capital Partners, LLC ("ECP") for a total consideration of $109.5 million, subject to certain working capital adjustments, which includes cash and preferred stock of Intermediate Holdings. ECG and ECP are diversified national asset management firms providing investment capital to small businesses that are underserved by traditional sources of financing. The transaction was accounted for as a business combination under the acquisition method of accounting pursuant to ASC 805.

As a result of the limited time since the acquisition date, the initial accounting for the business combination is incomplete. As a result, the Company is unable to provide the amounts recognized as of the acquisition date for the major classes of assets acquired and liabilities assumed and goodwill.

In accordance with ASC 855, Subsequent Events, the Company evaluated all material events or transactions that occurred after September 30, 2020, the Consolidated Balance Sheets date, through the date the Consolidated Financial Statements were issued, and determined there have been no additional events or transactions which would materially impact the Consolidated Financial Statements.

Five Points Capital, Inc.
Financial Statements
December 31, 2019 and 2018
(With Independent Auditors' Report Thereon)

KPMG LLP
Aon Center
Suite 5500
200 E. Randolph Street
Chicago, IL 60601-6436

Independent Auditors' Report

The Board of Directors
Five Points Capital, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Five Points Capital, Inc., which comprise the statements of assets, liabilities and shareholders' equity as of December 31, 2019 and 2018, and the related statements of operations, comprehensive income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Five Points Capital, Inc. as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

KPMG LLP

Chicago, Illinois
October 19, 2020

Five Points Capital, Inc.
Statements of Assets, Liabilities and Shareholders' Equity
December 31, 2019 and December 31, 2018

	December 31, 2019	December 31, 2018
Assets		
Cash and cash equivalents	$ 183,959	$ 579,861
Prepaid expenses	19,860	35,901
Property and equipment, net	93,010	124,766
Other assets	20,920	111,892
Right-of-use assets	419,309	—
Total assets	$ 737,058	$ 852,420
Liabilities and Shareholders' Equity		
Accounts payable and accrued liabilities	$ 805,334	$ 221,301
Pension liability	1,291,164	663,449
Lease obligation	443,681	—
Total liabilities	2,540,179	884,750
Shareholders' equity		
Common stock - no par value; 15,000 and 15,000 shares authorized, respectively; 14,630 and 14,630 issued and outstanding, respectively	—	—
Additional paid-in capital	1,463	1,463
Accumulated deficit	(1,808,115)	(36,528)
Accumulated other comprehensive income	3,531	2,735
Total shareholders' equity	(1,803,121)	(32,330)
Total liabilities and shareholders' equity	$ 737,058	$ 852,420

The accompanying notes are an integral part of these financial statements.

Five Points Capital, Inc.
Statements of Operations
For the Years Ended December 31, 2019 and 2018

	For the Year Ended December 31,	
	2019	2018
Revenues		
Management fees	$ 17,644,913	$ 14,339,335
Total revenue	17,644,913	14,339,335
Expenses		
Compensation and benefits	11,110,004	10,080,931
Professional fees	1,553,051	326,601
General, administrative and other	935,460	855,706
Depreciation and amortization	32,985	35,536
Total expenses	13,631,500	11,298,774
Net income	$ 4,013,413	$ 3,040,561

The accompanying notes are an integral part of these financial statements.

Five Points Capital, Inc.
Statements of Comprehensive Income
For the Years Ended December 31, 2019 and 2018

	For the Year Ended December 31,	
	2019	2018
Net income	$ 4,013,413	$ 3,040,561
Other comprehensive income:		
Items related to employee benefit plans:		
Change in net actuarial gain	796	2,735
Comprehensive income	$ 4,014,209	$ 3,043,296

The accompanying notes are an integral part of these financial statements.

Five Points Capital, Inc.
Statements of Changes in Shareholders' Equity
For the Years Ended December 31, 2019 and 2018

	Common Stock		Additional Paid-in-Capital	Accumulated Deficit	Other Comprehensive Income	Total Shareholders' Equity
	Shares	Amount				
Balance at December 31, 2017	14,630	—	1,463	222,911	—	224,374
Net income	—	—	—	3,040,561	—	3,040,561
Distributions to shareholders	—	—	—	(3,300,000)	—	(3,300,000)
Other comprehensive income	—	—	—	—	2,735	2,735
Balance at December 31, 2018	14,630	$ —	$ 1,463	$ (36,528)	$ 2,735	$ (32,330)
Net income	—	—	—	4,013,413	—	4,013,413
Distributions to shareholders	—	—	—	(5,785,000)	—	(5,785,000)
Other comprehensive income	—	—	—	—	796	796
Balance at December 31, 2019	14,630	$ —	$ 1,463	$ (1,808,115)	$ 3,531	$ (1,803,121)

The accompanying notes are an integral part of these financial statements.

Five Points Capital, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2019 and 2018

	For the Year Ended December 31, 2019	2018
Cash flows from operating activities		
Net income	$ 4,013,413	$ 3,040,561
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	32,985	35,536
Changes in assets and liabilities:		
Other assets	89,743	439,725
Prepaid expenses	16,041	(29,924)
Right-of-use asset	171,205	—
Accounts payable and accrued liabilities	613,202	(925,083)
Pension liability	628,511	694,100
Lease obligation	(176,002)	—
Net cash provided by (used in) operating activities	5,389,098	3,254,915
Cash flows from investing activities		
Purchase of furniture, equipment and leasehold improvements	—	(29,648)
Net cash provided by (used in) investing activities	—	(29,648)
Cash flows from financing activities		
Distributions paid	(5,785,000)	(3,300,000)
Net cash provided by (used in) financing activities	(5,785,000)	(3,300,000)
Increase (decrease) in cash and cash equivalents	(395,902)	(74,733)
Cash and cash equivalents		
Beginning of year	579,861	654,594
End of year	$ 183,959	$ 579,861
Supplemental information		
Cash paid for amounts included in lease obligation	$ 205,481	$ —

The accompanying notes are an integral part of these financial statements.

Five Points Capital, Inc.
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

1. Organization and Nature of Business

Five Points Capital, Inc. (the "Company"), a corporation organized in the state of North Carolina, is registered with the Securities and Exchange Commission ("SEC") as an investment advisor. As a registered investment advisor, it provides investment advisory services to various private investment funds.

The Company was incorporated on February 21, 2005 as ReyCap Services, Inc. and changed its name to Five Points Capital, Inc. on February 22, 2013.

The Company's headquarters are located in Winston-Salem, North Carolina.

2. Significant Accounting Policies

Basis of Presentation

The financial statements of the Company are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All accounts are maintained in U.S. dollars.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts included in the financial statements and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers any investment with an original maturity of three months or less to be a cash equivalent. The Company holds no cash equivalents at December 31, 2019 and December 31, 2018.

Furniture, Equipment and Leasehold Improvements

Property, equipment and software are stated at cost and are depreciated over their estimated useful lives, ranging from 3 to 7 years, using the straight-line method beginning in the year an item was placed in service. Leasehold improvements, which are also stated at cost, are amortized over the shorter of their estimated useful lives or the term of the leases.

Long-lived Assets

The Company evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of their carrying amounts to future undiscounted cash flows that the assets are expected to generate. If long-lived assets are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds estimated fair value, and is recorded in the period in which the determination was made. The Company has determined there are no impairment losses for the years ended December 31, 2019 and 2018.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or

2. Significant Accounting Policies (continued)

liability at the measurement date. The Company uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then the Company ranks the estimated values based on the reliability of the inputs used following the fair value hierarchy set forth by the Financial Accounting Standards Board (FASB).

At December 31, 2019 and 2018, the Company used the following valuation techniques to measure fair value for assets:

- Level 1 – Assets were valued using the closing price reported in the active market in which the individual security was traded.
- Level 2 – Assets were valued using quoted prices in markets that are not active, broker dealer quotations, and other methods by which all significant inputs were observable at the measurement date.
- Level 3 – Assets were valued using unobservable inputs in which little or no market data exists as reported by the respective institutions at the measurement date.

Leases

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, *Leases*, and subsequently issued several related amendments which are codified in ASC Topic 842. The standard requires lessees to record right of-use assets and lease obligations arising from most operating leases on its statement of assets, liabilities and shareholders' equity. The Company adopted the standard for the reporting period beginning January 1, 2019, and adopted the standard using a modified retrospective method. The adoption did not significantly impact its statement of operations or its statement of cash flows. Upon adoption, the Company recorded a lease obligation and a corresponding right-of-use asset of $619,683 and $590,514, respectively. The Company elected the transition practical expedients provided by ASU 2016-02, which allowed the Company to carryforward its historical lease classification.

The Company currently leases office space under operating lease arrangements. As these leases expire, it is expected that, in the normal course of business, they will be renewed or replaced. The Company must record a right-of-use asset and a lease obligation at the commencement date of the lease, other than for leases with an initial term of 12 months or less. As permitted under ASU 2016-02, the Company elects not to record short-term leases with an initial lease term less than 12 months on the Company's statement of financial assets, liabilities and shareholders' equity. A lease obligation is initially and subsequently reported at the present value of the outstanding lease payments determined by discounting those lease payments over the remaining lease term using the incremental borrowing rate of the Company as of the commencement date. A right-of-use asset is initially reported at the present value of the corresponding lease obligation plus any prepaid lease payments and initial direct costs of entering into the lease, and reduced by any lease incentives. Subsequently, a right-of-use asset is reported at the present value of the lease obligation adjusted for any prepaid or accrued lease payments, remaining balances of any lease incentives received, unamortized initial direct costs of entering into the lease and any impairments of the right-of-use asset. The Company tests for possible impairments of right-of-use assets annually or more frequently whenever events or changes in circumstances indicate that the carrying value of a right-of-use asset may exceed its fair value. Subsequent to an impairment, the carrying value of the right-of-use asset is amortized on a straight-line basis over the remaining lease term.

Most lease agreements for office space that are classified as operating leases contain renewal options, rent escalation clauses or other lease incentives provided by the lessor. Lease expense is accrued to recognize lease

2. Significant Accounting Policies (continued)

escalation provisions and renewal options that are reasonably certain to be exercised, as well as lease incentives provided by the lessor, on a straight-line basis over the lease term and is reported in general, administrative and other expenses in the statements of operations.

Revenue Recognition of Management Fees

On January 1, 2019, the Company adopted the new Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, using the modified retrospective method. As a result, prior period amounts continue to be reported under legacy GAAP. The adoption did not change the historical pattern of recognizing revenue for management fees, and no cumulative adjustments were necessary upon adoption.

In accordance with ASC 606, *Revenue from Contracts with Customers*, revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services. ASC 606 includes a five-step framework that requires an entity to: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when the entity satisfies a performance obligation.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company's significant management and advisory contracts.

The Company's revenues consist primarily of investment advisory fees, which are recognized as revenue when earned. Investment advisory fees from the affiliated funds are recognized as earned and are billed in advance on a quarterly basis.

As it relates to the Company's performance obligation to provide investment management services, the Company typically satisfies this performance obligation over time as the services are rendered, since the funds simultaneously receive and consume the benefits provided as the Company performs the service. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised services to the funds. Management fees earned from each investment management contract over the contract life represent variable consideration because the consideration the Company is entitled to varies based on fluctuations in the basis for the management fee, for example fund net asset value ("NAV") or assets under management ("AUM"). Given that the management fee basis is susceptible to market factors outside of the Company's influence, management fees are constrained and, therefore, estimates of future period management fees are generally not included in the transaction price. Revenue recognized for the investment management services provided is generally the amount determined at the end of the period because that is when the uncertainty for that period is resolved.

Accounts receivable are equal to contractual amounts reduced for allowances, if applicable. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established as of December 31, 2019 or 2018. If accounts become uncollectible, they will be expensed when that determination is made. There are no receivables relating to management fees as of December 31, 2019 or 2018.

Income Taxes

The Company is not subject to federal income taxes. The shareholders are responsible for reporting their proportionate share of the Company's income on their separate tax returns. Accordingly, no federal income tax

2. Significant Accounting Policies (continued)

accruals have been provided for in the accompanying financial statements. The Company is subject to North Carolina unincorporated business taxes and pass-through entity taxes, which are based on a percentage of income, as defined by the respective tax rules.

Accounting principles generally accepted in the United States of America set forth a minimum threshold for financial statement recognition of the benefit of a tax position taken or expected to be taken in a tax return. The Company did not have any unrecognized tax benefits in the accompanying financial statements. In the normal course of business, the Company is subject to examination by federal, state, local and foreign jurisdictions, where applicable. As of December 31, 2019 and December 31, 2018, the tax years that remain subject to examination by the major tax jurisdictions under the statute of limitations is from the year 2016 and 2015 forward (with limited exceptions).

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Income Taxes.* ASC 740-10 provides several clarifications related to uncertain tax positions. Most notably, a "more likely-than-not" standard for initial recognition of tax positions, a presumption of audit detection and a measurement of recognized tax benefits based on the largest amount that has a greater than 50 percent likelihood of realization. ASC 740-10 applies a two-step process to determine the amount of tax benefit to be recognized in the financial statements. First, the Company must determine whether any amount of the tax benefit may be recognized. Second, the Company determines how much of the tax benefit should be recognized (this would only apply to tax positions that qualify for recognition). Accordingly, the Company has not recognized any penalty, interest or tax impact related to uncertain tax positions.

Defined Benefit Plan

Defined benefit plans are accounted for in accordance with FASB ASC 715 *Compensation – Retirement Benefits* (ASC 715), which requires that an entity recognize the overfunded or underfunded status of a single-employer defined benefit postretirement plan as an asset or a liability in its statements of assets, liabilities and shareholders' equity, recognize changes in that funded status in comprehensive income, and disclose in the notes to the financial statements additional information about net periodic benefit cost. ASC 715 also requires entities to recognize as components of other comprehensive income the gains or losses and prior services costs or credits that arise during a period but are not recognized in the statements of operations as components of net periodic benefit cost. Those amounts recognized in other comprehensive income are adjusted as they are subsequently recognized in the statements of operations as components of net periodic benefit cost. Additionally, ASC 715 requires that an entity measure plan assets and benefit obligations as of the date of its fiscal year-end statements of assets, liabilities and shareholders' equity. Effective January 1, 2018, the Company adopted ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715), Improving the Net Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost. This standard requires that an employer report the service cost component in the same line item or items as the compensation costs arising from services rendered by the pertinent employees during the period.

The Company records annual amounts relating to its pension plan based on calculations that incorporate various actuarial and other assumptions, including discount rates, mortality, assumed rates of return, compensation increases, turnover rates and healthcare cost trend rates. The Company reviews its assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when it is appropriate to do so. The Company believes that the assumptions utilized in recording its obligations under its plans are reasonable based on its experience and market conditions.

Five Points Capital, Inc.
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

2. Significant Accounting Policies (continued)

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments* (ASU 2016-13). ASU 2016-13 provides amendments to ASC 326, *Financial Instruments - Credit Losses*, which replaces the incurred loss impairment model with a current expected credit loss (CECL) model. CECL requires a company to estimate lifetime expected credit losses based on relevant information about historical events, current conditions and reasonable and supportable forecasts. The guidance must be applied using the modified retrospective adoption method and is to be implemented no later than January 1, 2023. The adoption of the new guidance is not expected to have a material effect on the financial statements and related disclosures.

Risks and Uncertainties

In the normal course of business, the Company enters into contracts that contain a variety of representations and warranties. The Company's maximum exposure under these arrangements is unknown as they involve future claims that have not occurred and may not occur. However, based on past experience, management expects the risk of loss to be remote.

3. Furniture, Equipment and Leasehold Improvements

Furniture, equipment and leasehold improvements at December 31, 2019 and December 31, 2018 are summarized as follows:

	As of December 31, 2019	As of December 31, 2018
Computer software	$ 37,400	$ 37,400
Computer equipment	111,614	111,614
Furniture and fixtures	401,638	401,638
Leasehold improvements	61,779	61,779
	612,431	612,431
Less: Accumulated depreciation and amortization	(519,421)	(487,665)
Property and equipment, net	$ 93,010	$ 124,766

Depreciation and amortization expense amounted to $32,985 and $35,536 for the years ended December 31, 2019 and December 31, 2018, respectively.

4. 401(k) Profit Sharing Plan

The Company has a noncontributory 401(k) profit sharing plan that covers all eligible employees of the Company. Company contributions are made on a discretionary basis. The Company's contribution to this plan for the years ended December 31, 2019 and December 31, 2018 amounted to $195,917 and $171,989, respectively, which is included in compensation and benefits in the statements of operations.

Five Points Capital, Inc.
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

5. Commitments and Contingencies

Operating Leases

The Company currently leases space in Winston-Salem, North Carolina. At December 31, 2019, the Company's lease has a remaining term of 2.25 years.

The lease commitments provide for minimum annual rental payments as of December 31, 2019 and are as follows:

Year ending December 31	Minimum Rental Commitments
2020	$ 209,163
2021	212,957
2022	53,792
Total future minimum lease payments	475,912
Less: Imputed interest	(32,231)
	$ 443,681

Future minimum lease payments under non-cancelable operating leases as of December 31, 2018 are as follows:

Year ending December 31	Minimum Rental Commitments
2019	$ 205,481
2020	209,163
2021	212,957
2022	53,792
Total future minimum lease payments	$ 681,393

These minimum rentals are subject to escalation or reduction based upon certain nonlease component costs, such as, maintenance, utility and tax increases, incurred by the landlord for each year that the premise is actually occupied by the Company. During the years ended December 31, 2019 and December 31, 2018, the Company recognized rent expense on operating leases of $217,107 and $215,111, and such amount is included in general, administrative and other expenses in the statements of operations.

In determining the lease obligation on the statement of assets, liabilities and shareholders' equity as of January 1, 2019, the Company utilized a discount rate of 6.05%.

The Company is subject to claims, legal proceedings and other contingencies in the ordinary course of its business activities. Each of these matters is subject to various uncertainties, and it is possible that some of these matters may be resolved unfavorably to the Company. The Company establishes accruals for matters that are probable and can be reasonably estimated. Management believes that any liability in excess of these accruals upon the ultimate resolution of these matters will not have a material adverse effect on the financial condition of the Company.

6. Related Party Transactions

The Company is the investment advisor for affiliated private funds. During the years ended December 31, 2019 and December 31, 2018, the Company earned investment advisory fees of $18,191,295 and $14,582,587, respectively, from these funds, of which $546,382 and $243,252 was waived.

The Company paid for general, administrative and other expenses on behalf of affiliated private funds. These expenses were reimbursed by the affiliated funds. Total reimbursed expenses amounted to $445,009 and $478,874 for the years ended December 31, 2019 and December 31, 2018. These reimbursements were applied against the general, administrative and other expenses included in the statements of operations. The Company paid an additional $34,183 for general, administrative and other expenses on behalf of affiliated private funds, which was billed and remained outstanding as of December 31, 2018. This amount is included in other assets in the statement of assets, liabilities and shareholders' equity as of December 31, 2018. The amount was subsequently reimbursed by the affiliated funds in 2019. There is no outstanding receivable balance as of December 31, 2019.

During 2018, the Company contributed $50,000 to one of the affiliated private funds on behalf of an affiliated investment vehicle. This balance is included in other assets in the statement of assets, liabilities and shareholders' equity as of December 31, 2018. This was subsequently reimbursed to the Company in 2019 and no balance remains outstanding as of December 31, 2019.

7. Shareholders' Equity

The Company is authorized to issue 15,000 shares of common stock having no par value. At December 31, 2019 and 2018, there are 14,630 shares issued and outstanding.

8. Distributions and Allocations

The Articles of Incorporation (the "Agreement"), governing the operations of the Company, contains provisions which call for the allocation of income and gain to equity accounts and subsequent distribution to its shareholders. This is generally in proportion to their respective ownership percentage, as defined in the Agreement.

9. Concentrations

The Company maintains its cash balances in one major North Carolina bank. The balances in these accounts usually exceed the insurance limits of the Federal Deposit Insurance Corporation. The Company is subject to credit risk should this financial institution be unable to fulfill its obligations. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on such deposits.

Five Points Capital, Inc.
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

10. Pension Plan

The Company sponsors Five Points Capital, Inc. Pension Plan (the "Plan"), which is a defined benefit plan. The Plan, which was effective on January 1, 2016, covers all employees who have attained the age of 21, completed one year of service with at least 1,000 hours of service, and are specifically included within the Plan. The participants are vested in the Plan based on years of service as follows:

Vesting Schedule	
Years of Service	**Percentage**
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Retirement benefits are equal to the value of the employee's accumulation account, comprised of the employer's contribution, each year plus accumulated earnings. The retirement benefit commences upon retirement or termination of employment and can be distributed as an annuity or a lump sum distribution.

	2019	2018
Change in projected benefit obligation		
Benefit obligation, beginning of year	$ 1,904,307	$ 1,313,983
Service cost	1,294,696	666,186
Interest cost	94,842	65,606
(Gains)/losses	368,642	(164,806)
Plan amendments	—	23,591
Less benefits paid	—	(253)
Benefit obligation, end of year	3,662,487	1,904,307
Change in plan assets		
Fair value of plan assets, beginning of year	1,240,858	680,685
Actual return on plan assets	456,222	(103,287)
Employer contributions	674,243	663,713
Less benefits paid	—	(253)
Fair value of plan assets, end of year	2,371,323	1,240,858
Underfunded status	$ 1,291,164	$ 663,449

The underfunded status of the Plan is recognized in the accompanying statements of assets, liabilities and shareholders' equity as pension liability in the amount of $1,291,164 and $663,449 at December 31, 2019 and 2018. Employer contributions reflected in the change in plan assets table in the amount of $674,243 and $663,713 for the year ended December 31, 2019 and December 31, 2018 reflect the actual cash contributed to, and received by, the Plan during such year.

10. Pension Plan (continued)

The following are weighted-average assumptions used to determine benefit obligations at December 31, 2019 and 2018.

	2019	2018
Discount Rate	5.0%	5.0%
Mortality tables	RP-2014 mortality table adjusted to the base year of 2006	RP-2014 mortality table adjusted to the base year of 2006

The net periodic pension cost for the years ended December 31, 2019 and 2018 are as follows:

	2019	2018
Net periodic benefit cost recognized in the statements of operations		
Service cost	$ 1,294,696	$ 666,186
Interest cost	94,842	65,606
Net periodic benefit cost	$ 1,389,538	$ 731,792

This amount is included in compensation and benefits in the accompanying statements of operations for the years ended December 31, 2019 and 2018. A discount rate of 5.0% and expected return on plan assets of 5.0% were assumed in the determination of the net periodic pension cost. The expected rate of return on plan assets is determined based on historical returns adjusted for expectations of future returns.

Investment Policy and Strategy

The Plan invests in an investment portfolio characterized by moderate risk. The principal goal of the investment of the funds in the Plan is both security and long-term stability with moderate growth commensurate with the anticipated retirement dates of participants. Investments, other than “fixed dollar” investments, is included among the Plan’s investments to prevent erosion by inflation. However, investments are sufficiently liquid to enable the Plan, on short notice, to make some distributions in the event of the death or disability of a participant.

The Plan is invested in mutual funds as of December 31, 2019 and 2018.

10. Pension Plan (continued)

Fair Value Measurements

The fair value of the Plan's assets by asset class is as follows:

	December 31, 2019			
	Level 1	Level 2	Level 3	Total Fair Value
Mutual funds	$2,371,323	$ —	$ —	$2,371,323
	$2,371,323	$ —	$ —	$2,371,323

	December 31, 2018			
	Level 1	Level 2	Level 3	Total Fair Value
Mutual funds	$1,240,858	$ —	$ —	$1,240,858
	$1,240,858	$ —	$ —	$1,240,858

The mutual funds are valued at quoted market prices at the last sales price on the date of determination on the largest securities exchange in which such securities have been traded on such date.

On December 30, 2019, the Company determined that the Plan would be terminated, effective March 31, 2020. On March 27, 2020, the Company paid $1,310,355 to the Plan. As a result of this payment, the Plan was fully funded and, on March 31, 2020, the Plan was terminated.

11. Subsequent Events

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, the Company has activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. The Company is unable to accurately predict how COVID-19 will affect the results of our operations because the virus's severity and the duration of the pandemic are uncertain. However, the Company does not expect a significant impact to our near-term results given the structure of our contracts.

On April 1, 2020, 100% of the outstanding shares of the Company were acquired by P10 Intermediate Holdings, LLC, a 100% owned subsidiary of P10 Holdings, Inc. ("P10"). The Company's corporate governance is now controlled by a newly formed board of managers consisting of a combination of representatives from both the Company and P10.

Subsequent to December 31, 2019, the Company entered into employment agreements with certain key individuals that are renewable on an annual basis. These contracts expire in January 2024.

In accordance with ASC 855, Subsequent Events, the Company evaluated all material events or transactions that occurred after December 31, 2019, the statements of assets, liabilities and shareholders' equity date, through October 19, 2020, the date the financial statements were issued, and determined no additional events or transactions which would materially impact the financial statements.

Five Points Capital, Inc.
Unaudited Financial Statements
March 31, 2020 and 2019

Five Points Capital, Inc.
Statements of Assets, Liabilities and Shareholders' Equity
March 31, 2020 and December 31, 2019

	March 31, 2020	December 31, 2019
Assets		
Cash and cash equivalents	$ —	$ 183,959
Prepaid expenses	—	19,860
Property and equipment, net	86,502	93,010
Other assets	330,042	20,920
Right-of-use assets	375,620	419,309
Total assets	$ 792,164	$ 737,058
Liabilities and Shareholders' Equity		
Accounts payable and accrued liabilities	$ 1,526,020	$ 805,334
Pension liability	—	1,291,164
Lease obligation	398,268	443,681
Shareholder loans	4,100,000	—
Total liabilities	6,024,288	2,540,179
Shareholders' equity (deficit)		
Common stock - no par value; 15,000 and 15,000 shares authorized, respectively; 14,630 and 14,630 issued and outstanding, respectively	—	—
Additional paid-in capital	1,463	1,463
Accumulated deficit	(5,233,587)	(1,808,115)
Accumulated other comprehensive income	—	3,531
Total shareholders' equity (deficit)	(5,232,124)	(1,803,121)
Total liabilities and shareholders' equity (deficit)	$ 792,164	$ 737,058

Five Points Capital, Inc.
Statements of Operations
For the Three Months Ended March 31, 2020 and 2019

	Three Months Ended March 31,	
	2020	2019
Revenues		
Management fees	$ 4,333,827	$ 3,835,315
Total revenue	4,333,827	3,835,315
Expenses		
Compensation and benefits	6,914,088	2,197,950
Professional fees	566,348	129,666
General, administrative and other	272,048	147,385
Depreciation and amortization	6,815	8,246
Total expenses	7,759,299	2,483,247
Net income (loss)	$ (3,425,472)	$ 1,352,068

Five Points Capital, Inc.
Statements of Comprehensive Income
For the Three Months Ended March 31, 2020 and 2019

	Three Months Ended March 31,	
	2020	2019
Net income (loss)	$ (3,425,472)	$ 1,352,068
Other comprehensive income:		
Items related to employee benefit plans:		
Change in net actuarial gain	(3,531)	199
Comprehensive income (loss)	$ (3,429,003)	$ 1,352,267

Five Points Capital, Inc.
Statements of Changes in Shareholders' Equity (Deficit)
For the Three Months Ended March 31, 2020 and 2019

	Common Stock		Additional Paid-in-Capital	Accumulated Deficit	Other Comprehensive Income	Total Shareholders' Equity (Deficit)
	Shares	Amount				
Balance at December 31, 2019	14,630	—	1,463	(1,808,115)	3,531	(1,803,121)
Net income	—	—	—	(3,425,472)	—	(3,425,472)
Distributions to shareholders	—	—	—	—	—	—
Other comprehensive loss	—	—	—	—	(3,531)	(3,531)
Balance at March 31, 2020	14,630	$ —	$ 1,463	$(5,233,587)	$ —	$ (5,232,124)

	Common Stock		Additional Paid-in-Capital	Accumulated Deficit	Other Comprehensive Income	Total Shareholders' Equity (Deficit)
	Shares	Amount				
Balance at December 31, 2018	14,630	—	1,463	(36,528)	2,735	(32,330)
Net income	—	—	—	1,352,068	—	1,352,068
Distributions to shareholders	—	—	—	(2,000,000)	—	(2,000,000)
Other comprehensive income	—	—	—	—	199	199
Balance at March 31, 2019	14,630	$ —	$ 1,463	$ (684,460)	$ 2,934	$ (680,063)

Five Points Capital, Inc.
Statements of Cash Flows
For the Three Months Ended March 31, 2020 and 2019

	Three Months Ended March 31,	
	2020	2019
Cash flows from operating activities		
Net income (loss)	$ (3,425,472)	$ 1,352,068
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	6,815	8,246
Changes in assets and liabilities:		
Other assets	(309,429)	(833,747)
Prepaid expenses	19,860	(1,084)
Right-of-use asset	43,689	(546,350)
Accounts payable and accrued liabilities	720,686	(171,988)
Pension liability	(1,294,695)	157,128
Lease obligation	(45,413)	574,695
Net cash provided by (used in) operating activities	(4,283,959)	538,968
Cash flows from financing activities		
Proceeds from shareholders loans	4,100,000	—
Net cash provided by financing activities	4,100,000	—
Increase (decrease) in cash and cash equivalents	(183,959)	538,968
Cash and cash equivalents		
Beginning of period	183,959	579,861
End of period	$ —	$ 1,118,829
Supplemental information		
Cash paid for amounts included in lease obligation	$ 51,896	$ 50,995
Accrued distributions payable	—	2,000,000

Five Points Capital, Inc.
Notes to the Financial Statements
For the Three Months Ended March 31, 2020 and 2019

1. Organization and Nature of Business

Five Points Capital, Inc. (the "Company"), a corporation organized in the state of North Carolina, is registered with the Securities and Exchange Commission ("SEC") as an investment advisor. As a registered investment advisor, it provides investment advisory services to various private investment funds.

The Company was incorporated on February 21, 2005 as ReyCap Services, Inc. and changed its name to Five Points Capital, Inc. on February 22, 2013.

The Company's headquarters are located in Winston-Salem, North Carolina.

2. Significant Accounting Policies

Basis of Presentation

The financial statements of the Company are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All accounts are maintained in U.S. dollars.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts included in the financial statements and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers any investment with an original maturity of three months or less to be a cash equivalent. The Company holds no cash equivalents at March 31, 2020 and December 31, 2019.

Furniture, Equipment and Leasehold Improvements

Property, equipment and software are stated at cost and are depreciated over their estimated useful lives, ranging from 3 to 7 years, using the straight-line method beginning in the year an item was placed in service. Leasehold improvements, which are also stated at cost, are amortized over the shorter of their estimated useful lives or the term of the leases.

Long-lived Assets

The Company evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of their carrying amounts to future undiscounted cash flows that the assets are expected to generate. If long-lived assets are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds estimated fair value, and is recorded in the period in which the determination was made. The Company has determined there are no impairment losses for the three months ended March 31, 2020 and 2019.

Other Assets

Included within other assets on the statement of assets, liabilities and equity at March 31, 2020 is approximately $290,000 of receivables related to payroll tax refunds.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or liability at the measurement date. The Company uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then the Company ranks the estimated values based on the reliability of the inputs used following the fair value hierarchy set forth by the Financial Accounting Standards Board (FASB).

At March 31, 2020 and December 31, 2019, the Company used the following valuation techniques to measure fair value for assets:

- Level 1 – Assets were valued using the closing price reported in the active market in which the individual security was traded.
- Level 2 – Assets were valued using quoted prices in markets that are not active, broker dealer quotations, and other methods by which all significant inputs were observable at the measurement date.
- Level 3 – Assets were valued using significant unobservable inputs in which little or no market data exists as reported by the respective institutions at the measurement date.

Leases

In February 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-02, Leases, and subsequently issued several related amendments which are codified in ASC Topic 842. The standard requires lessees to record right of-use assets and lease obligations arising from most operating leases on its statement of assets, liabilities and shareholders’ equity. The Company adopted the standard for the reporting period beginning January 1, 2019, and adopted the standard using a modified retrospective method. The adoption did not significantly impact its statement of operations or its statement of cash flows. Upon adoption, the Company recorded a lease obligation and a corresponding right-of-use asset of $619,683 and $590,514, respectively. The Company elected the transition practical expedients provided by ASU 2016-02, which allowed the Company to carryforward its historical lease classification.

The Company currently leases office space under operating lease arrangements. As these leases expire, it is expected that, in the normal course of business, they will be renewed or replaced. The Company must record a right-of-use asset and a lease obligation at the commencement date of the lease, other than for leases with an initial term of 12 months or less. As permitted under ASU 2016-02, the Company elects not to record short-term leases with an initial lease term less than 12 months on the Company’s statement of assets, liabilities and shareholders’ equity. A lease obligation is initially and subsequently reported at the present value of the outstanding lease payments determined by discounting those lease payments over the remaining lease term using the incremental borrowing rate of the Company as of the commencement date. A right-of-use asset is initially reported at the present value of the corresponding lease obligation plus any prepaid lease payments and initial direct costs of entering into the lease, and reduced by any lease incentives. Subsequently, a right-of-use asset is reported at the present value of the lease obligation adjusted for any prepaid or accrued lease payments, remaining balances of any lease incentives received, unamortized initial direct costs of entering into the lease and any impairments of the right-of-use asset. The Company tests for possible impairments of right-of-use assets annually or more frequently whenever events or changes in circumstances indicate that the carrying value of a right-of-use asset may exceed its fair value. Subsequent to an impairment, the carrying value of the right-of-use asset is amortized on a straight-line basis over the remaining lease term.

Most lease agreements for office space that are classified as operating leases contain renewal options, rent escalation clauses or other lease incentives provided by the lessor. Lease expense is accrued to recognize lease escalation provisions and renewal options that are reasonably certain to be exercised, as well as lease incentives provided by the lessor, on a straight-line basis over the lease term and is reported in general, administrative and other expenses in the statements of operations.

Revenue Recognition of Management Fees

On January 1, 2019, the Company adopted the new Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, using the modified retrospective method. As a result, prior period amounts continue to be reported under legacy GAAP. The adoption did not change the historical pattern of recognizing revenue for management fees, and no cumulative adjustments were necessary upon adoption.

In accordance with ASC 606, *Revenue from Contracts with Customers*, revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services. ASC 606 includes a five-step framework that requires an entity to: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when the entity satisfies a performance obligation.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company's significant management and advisory contracts.

The Company's revenues consist primarily of investment management fees, which are recognized as revenue when earned. Investment management fees from the affiliated funds are recognized as earned and are billed in advance on a quarterly basis.

As it relates to the Company's performance obligation to provide investment management services, the Company typically satisfies this performance obligation over time as the services are rendered, since the funds simultaneously receive and consume the benefits provided as the Company performs the service. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised services to the funds. Management fees earned from each investment management contract over the contract life represent variable consideration because the consideration the Company is entitled to varies based on fluctuations in the basis for the management fee, for example fund net asset value ("NAV") or assets under management ("AUM"). Given that the management fee basis is susceptible to market factors outside of the Company's influence, management fees are constrained and, therefore, estimates of future period management fees are generally not included in the transaction price. Revenue recognized for the investment management services provided is generally the amount determined at the end of the period because that is when the uncertainty for that period is resolved.

Accounts receivable are equal to contractual amounts reduced for allowances, if applicable. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established as of March 31, 2020 or 2019. If accounts become uncollectible, they will be expensed when that determination is made. There are no receivables relating to management fees as of March 31, 2020 or December 31, 2019.

Income Taxes

The Company is not subject to federal income taxes. The shareholders are responsible for reporting their proportionate share of the Company's income on their separate tax returns. Accordingly, no federal income tax accruals have been provided for in the accompanying financial statements. The Company is subject to North Carolina unincorporated business taxes and pass-through entity taxes, which are based on a percentage of income, as defined by the respective tax rules.

Accounting principles generally accepted in the United States of America set forth a minimum threshold for financial statement recognition of the benefit of a tax position taken or expected to be taken in a tax return. The Company did not have any unrecognized tax benefits in the accompanying financial statements. In the normal course of business, the Company is subject to examination by federal, state, local and foreign jurisdictions, where applicable. As of March 31, 2020, the tax years that remain subject to examination by the major tax jurisdictions under the statute of limitations is from the year 2016 forward (with limited exceptions).

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Income Taxes*. ASC 740-10 provides several clarifications related to uncertain tax positions. Most notably, a "more likely-than-not" standard for initial recognition of tax positions, a presumption of audit detection and a measurement of recognized tax benefits based on the largest amount that has a greater than 50 percent likelihood of realization. ASC 740-10 applies a two-step process to determine the amount of tax benefit to be recognized in the financial statements. First, the Company must determine whether any amount of the tax benefit may be recognized. Second, the Company determines how much of the tax benefit should be recognized (this would only apply to tax positions that qualify for recognition). Accordingly, the Company has not recognized any penalty, interest or tax impact related to uncertain tax positions.

Defined Benefit Plan

Defined benefit plans are accounted for in accordance with FASB ASC 715 *Compensation – Retirement Benefits* (ASC 715), which requires that an entity recognize the overfunded or underfunded status of a single-employer defined benefit postretirement plan as an asset or a liability in its statements of assets, liabilities and shareholders' equity, recognize changes in that funded status in comprehensive income, and disclose in the notes to the financial statements additional information about net periodic benefit cost. ASC 715 also requires entities to recognize as components of other comprehensive income the gains or losses and prior services costs or credits that arise during a period but are not recognized in the statements of operations as components of net periodic benefit cost. Those amounts recognized in other comprehensive income are adjusted as they are subsequently recognized in the statements of operations as components of net periodic benefit cost. Additionally, ASC 715 requires that an entity measure plan assets and benefit obligations as of the date of its fiscal year-end statements of assets, liabilities and shareholders' equity.

The Company records annual amounts relating to its pension plan based on calculations that incorporate various actuarial and other assumptions, including discount rates, mortality, assumed rates of return, compensation increases, turnover rates and healthcare cost trend rates. The Company reviews its assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when it is appropriate to do so. The Company believes that the assumptions utilized in recording its obligations under its plans are reasonable based on its experience and market conditions.

Risks and Uncertainties

In the normal course of business, the Company enters into contracts that contain a variety of representations and warranties. The Company's maximum exposure under these arrangements is unknown as they involve future claims that have not occurred and may not occur. However, based on past experience, management expects the risk of loss to be remote.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments* (ASU 2016-13). ASU 2016-13 provides amendments to ASC 326, *Financial Instruments - Credit Losses*, which replaces the incurred loss impairment model with a current expected credit loss (CECL) model. CECL requires a company to estimate lifetime expected credit losses based on relevant information about historical events, current conditions and reasonable and supportable forecasts. The guidance must be applied using the modified retrospective adoption method and is to be implemented no later than January 1, 2023. The adoption of the new guidance is not expected to have a material effect on the financial statements and related disclosures.

3. Related Party Transactions

The Company is the investment advisor for affiliated private funds. During the three months ended March 31, 2020 and 2019, the Company earned investment management fees of $4,333,827 and $3,835,315, respectively, from these funds.

The Company paid for general, administrative, and other expenses on behalf of affiliated private funds. These expenses were reimbursed by the affiliated funds. Total reimbursed expenses amounted to $61,862 and $125,896 for the three months ended March 31, 2020 and 2019, respectively. These reimbursements were applied against the general, administrative, and other expenses included in the statement of operations.

The Company was indebted to four separate shareholders of the Company for an aggregate amount of $4,100,000 at March 31, 2020 as reflected on the statement of assets, liability and shareholders' equity. Each of the four separate, interest-free loans were funded on March 26, 2020 and entire balance of the principal of each note is due and payable upon the later of the closing date as defined in the certain Purchase Agreement related to acquisition of the Company as described in Note 7, or by written request of the shareholder.

4. Distributions and Allocations

The Articles of Incorporation (the "Agreement"), governing the operations of the Company, contains provisions which call for the allocation of income and gain to equity accounts and subsequent distribution to its shareholders. This is generally in proportion to their respective ownership percentage, as defined in the Agreement.

5. Concentrations

The Company maintains its cash balances in one major North Carolina bank. The balances in these accounts usually exceed the insurance limits of the Federal Deposit Insurance Corporation. The Company is subject to credit risk should this financial institution be unable to fulfill its obligations. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on such deposits.

Five Points Capital, Inc.
Notes to the Financial Statements
For the Three Months Ended March 31, 2020 and 2019

6. Pension Plan

The Company sponsored Five Points Capital, Inc. Pension Plan (the "Plan"), which is a defined benefit plan. The Plan, which was effective on January 1, 2016, covers all employees who have attained the age of 21, completed one year of service with at least 1,000 hours of service, and are specifically included within the Plan. Participants are vested in the Plan based on years of service.

Retirement benefits are equal to the value of the employee's accumulation account, comprised of the employer's contribution, each year plus accumulated earnings. The retirement benefit commences upon retirement or termination of employment and can be distributed as an annuity or a lump sum distribution. The underfunded status of the Plan is recognized in the accompanying statements of assets, liabilities and shareholders' equity as pension liability at December 31, 2019. Net periodic benefit cost for the three months ended March 31, 2019 was $347,385.

On December 31, 2019, the Company determined that the Plan would be terminated, effective March 31, 2020. On March 27, 2020, the Company paid $1,310,355 to the Plan. As a result of this payment, the Plan was fully funded and, on March 31, 2020, the Plan was terminated. Included within compensation and benefits on the statement of operations for the three months ended March 31, 2020 are approximately $50,000 of additional expenses paid by the Company related to the plan.

7. Subsequent Events

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, the Company has activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. The Company is unable to accurately predict how COVID-19 will affect the results of our operations because the virus's severity and the duration of the pandemic are uncertain. However, the Company does not expect a significant impact to our near-term results given the structure of our contracts.

On April 1, 2020, 100% of the outstanding shares of the Company were acquired by P10 Intermediate Holdings, LLC, a 100% owned subsidiary of P10 Holdings, Inc. ("P10"). The Company's corporate governance is now controlled by a newly formed board of managers consisting of a combination of representatives from both the Company and P10.

In accordance with ASC 855, Subsequent Events, the Company evaluated all material events or transactions that occurred after March 31, 2020, the statements of assets, liabilities and shareholders' equity date, through October 31, 2020, the date the financial statements were issued, and determined no additional events or transactions which would materially impact the financial statements.

TrueBridge Capital Partners, LLC
Financial Statements
December 31, 2019 and 2018
(With Independent Auditors' Report Thereon)

KPMG LLP
Aon Center
Suite 5500
200 E. Randolph Street
Chicago, IL 60601-6436

Independent Auditors' Report

The Members
TrueBridge Capital Partners, LLC:

We have audited the accompanying financial statements of TrueBridge Capital Partners, LLC (the Company), which comprise the statements of assets, liabilities, and members' equity as of December 31, 2019 and 2018, and the related statements of operations, comprehensive income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TrueBridge Capital Partners, LLC as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Emphasis of Matter

As discussed in Note 2 to the financial statements, in 2019, the Company adopted new accounting guidance, Accounting Standards Codification 606, *Revenue from Contracts with Customers* and ASU No. 2016-2, *Leases (Topic 842)*. Our opinion is not modified with respect to this matter.

KPMG LLP

Chicago, Illinois
November 1, 2020

TrueBridge Capital Partners, LLC
Statements of Assets, Liabilities and Members' Equity
December 31, 2019 and December 31, 2018

	December 31, 2019	December 31, 2018
Assets		
Investments in funds	$ 1,644,559	$ 1,220,935
Cash and cash equivalents	244,294	1,376
Right-of-use assets	1,609,007	—
Due from affiliated investment funds	154,434	778,190
Prepaid expenses	60,301	837,513
Property and equipment, net	1,275,855	1,294,348
Pension asset	460,426	—
Other assets	32,956	39,810
Total assets	$ 5,481,832	$ 4,172,172
Liabilities and Members' Equity		
Accounts payable and accrued liabilities	$ 559,542	$ 1,326,357
Pension liability	—	140,996
Lease obligation	2,190,034	—
Line of credit	583,333	519,225
Total liabilities	3,332,909	1,986,578
Members' equity		
Retained earnings	2,196,314	2,522,935
Accumulated other comprehensive (loss)	(47,391)	(337,341)
Total members' equity	2,148,923	2,185,594
Total liabilities and members' equity	$ 5,481,832	$ 4,172,172

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Operations
For the Years Ended December 31, 2019 and 2018

	For the Year Ended December 31, 2019	2018
Revenues		
Management fees	$ 18,581,364	$ 15,683,120
Investment income	383,176	183,934
Total revenues	18,964,540	15,867,054
Expenses		
Compensation and benefits	3,993,153	3,185,396
Management fee expenses	5,193,624	5,247,505
Professional fees	167,200	901,778
General, administrative and other	988,216	826,683
Depreciation and amortization	218,601	62,544
Loss on disposal of equipment	—	61,140
Total expenses	10,560,794	10,285,046
Net income	$ 8,403,746	$ 5,582,008

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Comprehensive Income
For the Years Ended December 31, 2019 and 2018

	For the Year Ended December 31, 2019	2018
Net income	$ 8,403,746	$ 5,582,008
Other comprehensive income (loss):		
Items related to employee benefit plans:		
Change in net actuarial gain (loss)	278,728	(186,471)
Change in unrecognized transition amount	11,222	11,222
Other comprehensive income (loss)	289,950	(175,249)
Comprehensive income	$ 8,693,696	$ 5,406,759

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Changes in Members' Equity
For the Years Ended December 31, 2019 and 2018

	Retained Earnings	Accumulated Other Comprehensive (Loss)	Total Members' Equity
Balance at December 31, 2017	$ 2,070,967	$ (162,092)	$ 1,908,875
Net income	5,582,008	—	5,582,008
Distributions to members	(5,130,040)	—	(5,130,040)
Other comprehensive income (loss)	—	(175,249)	(175,249)
Balance at December 31, 2018	$ 2,522,935	$ (337,341)	$ 2,185,594
Net income	8,403,746	—	8,403,746
Distributions to members	(8,730,367)	—	(8,730,367)
Other comprehensive income (loss)	—	289,950	289,950
Balance at December 31, 2019	$ 2,196,314	$ (47,391)	$ 2,148,923

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Cash Flows
For the Years Ended December 31, 2019 and 2018

	For the Year Ended December 31, 2019	2018
Cash flows from operating activities		
Net income	$ 8,403,746	$ 5,582,008
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	218,601	62,544
Change in fair value of investments in funds	(383,176)	323,532
In-kind management fee income	(784,318)	—
Changes in assets and liabilities:		
Due from affiliated investment funds	623,756	(433,864)
Prepaid expenses	777,212	88,124
Right-of-use assets	227,824	—
Other assets	6,854	15,441
Accounts payable and accrued liabilities	(81,813)	873,531
Subscriptions payable	—	(507,466)
Pension asset/liability	(311,472)	(187,950)
Lease obligation	(331,799)	—
Net cash provided by (used in) operating activities	8,365,415	5,815,900
Cash flows from investing activities		
Purchase of furniture, equipment and leasehold improvements	(200,108)	(1,251,649)
Contributions to investments	(254,895)	(259,973)
Distributions from investments	294,515	256,618
Net cash provided by (used in) investing activities	(160,488)	(1,255,004)
Cash flows from financing activities		
Draw on line of credit	700,000	1,192,936
Repayment of line of credit	(635,892)	(673,711)
Distributions paid	(8,026,117)	(5,130,040)
Net cash provided by (used in) financing activities	(7,962,009)	(4,610,815)
Increase (decrease) in cash and cash equivalents	242,918	(49,919)
Cash and cash equivalents		
Beginning of year	1,376	51,295
End of year	$ 244,294	$ 1,376
Supplemental information		
Cash paid for amounts included in lease obligation	$ 440,436	$ —
Cash paid for interest on line of credit	17,494	11,268
Non-cash supplemental information		
In-kind distribution of investment	$ (704,250)	$ —
In-kind management fee income	784,318	—

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

1. Organization and Nature of Business

TrueBridge Capital Partners, LLC (the "Company"), a limited liability company organized in the state of Delaware, is registered with the Securities and Exchange Commission ("SEC") as an investment advisor. As a registered investment advisor, it provides investment advisory services to various private investment funds.

The Company was incorporated on February 12, 2007 as Williams Poston Co., LLC and changed its name to TrueBridge Capital Partners, LLC on April 4, 2007.

The Company's principal place of business is located in Chapel Hill, North Carolina.

2. Significant Accounting Policies and Basis of Presentation

The financial statements of the Company are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All accounts are maintained in U.S. dollars.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts included in the financial statements and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers any investment with an original maturity of three months or less to be a cash equivalent. The Company holds no cash equivalents at December 31, 2019 and December 31, 2018.

Furniture, Equipment and Leasehold Improvements

Property, equipment and software are stated at cost and are depreciated over their estimated useful lives, ranging from 3 to 10 years, using the straight-line method beginning in the year an item was placed in service. Leasehold improvements, which are also stated at cost, are amortized over the shorter of their estimated useful lives or the term of the leases.

Long-lived Assets

The Company evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of their carrying amounts to future undiscounted cash flows that the assets are expected to generate. If long-lived assets are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds estimated fair value, and is recorded in the period in which the determination was made. The Company has determined there are no impairment losses for the years ended December 31, 2019 and 2018.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or

2. Significant Accounting Policies and Basis of Presentation (continued)

Fair Value Measurements (continued)

liability at the measurement date. The Company uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then the Company ranks the estimated values based on the observability of the inputs used following the fair value hierarchy set forth by the Financial Accounting Standards Board (FASB).

At December 31, 2019 and 2018, the Company used the following valuation techniques to measure fair value for assets:

- Level 1 – Assets were valued using the closing price reported in the active market in which the individual security was traded.
- Level 2 – Assets were valued using quoted prices in markets that are not active, broker dealer quotations, and other methods by which all significant inputs were observable at the measurement date.
- Level 3 – Assets were valued using unobservable inputs in which little or no market data exists as reported by the respective institutions at the measurement date.

Leases

In February 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-02, *Leases*, and subsequently issued several related amendments which are codified in ASC Topic 842. The standard requires lessees to record right of-use assets and lease obligations arising from most operating leases on its statement of assets, liabilities and members’ equity. The Company adopted the standard for the reporting period beginning January 1, 2019, and adopted the standard using a modified retrospective method. The adoption did not significantly impact its statement of operations or its statement of cash flows. Upon adoption, the Company recorded a lease obligation and a corresponding right-of-use asset of $2,521,833 and $1,836,831, respectively. The Company elected the transition practical expedients provided by ASU 2016-02, which allowed the Company to carryforward its historical lease classification.

The Company currently leases office space under operating lease arrangements. As these leases expire, it is expected that, in the normal course of business, they will be renewed or replaced. The Company must record a right-of-use asset and a lease obligation at the commencement date of the lease, other than for leases with an initial term of 12 months or less. As permitted under ASU 2016-02, the Company elects not to record short-term leases with an initial lease term less than 12 months on the Company’s statement of assets, liabilities and members’ equity. The Company has no leases with an initial term of 12 months or less. A lease obligation is initially and subsequently reported at the present value of the outstanding lease payments determined by discounting those lease payments over the remaining lease term using the incremental borrowing rate of the Company as of the commencement date. A right-of-use asset is initially reported at the present value of the corresponding lease obligation plus any prepaid lease payments and initial direct costs of entering into the lease, and reduced by any lease incentives. Subsequently, a right-of-use asset is reported at the present value of the lease obligation adjusted for any prepaid or accrued lease payments, remaining balances of any lease incentives received, unamortized initial direct costs of entering into the lease and any impairments of the right-of-use asset. The Company tests for possible impairments of right-of-use assets annually or more frequently whenever events or changes in circumstances indicate that the carrying value of a right-of-use asset may exceed its fair value. Subsequent to an impairment, the carrying value of the right-of-use asset is amortized on a straight-line basis over the remaining lease term.

2. Significant Accounting Policies and Basis of Presentation (continued)

Leases (continued)

Most lease agreements for office space that are classified as operating leases contain renewal options, rent escalation clauses or other lease incentives provided by the lessor. Lease expense is accrued to recognize lease escalation provisions and renewal options that are reasonably certain to be exercised, as well as lease incentives provided by the lessor, on a straight-line basis over the lease term and is reported in general, administrative and other expenses in the statements of operations.

Revenue Recognition

On January 1, 2019, the Company adopted the new Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, using the modified retrospective method. As a result, prior period amounts continue to be reported under legacy GAAP. The adoption did not change the historical pattern of recognizing revenue for management fees, and no cumulative adjustments were necessary upon adoption.

In accordance with ASC 606, *Revenue from Contracts with Customers*, revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services. ASC 606 includes a five-step framework that requires an entity to: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when the entity satisfies a performance obligation.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company's significant management and advisory contracts.

The Company's revenues consist primarily of investment advisory fees, which are recognized as revenue when earned. Investment advisory fees from the affiliated investment funds are recognized as earned and are billed quarterly based on aggregate subscriptions of all partners for each fiscal year.

As it relates to the Company's performance obligation to provide investment management services, the Company typically satisfies this performance obligation over time as the services are rendered, since the investment funds simultaneously receive and consume the benefits provided as the Company performs the service. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised services to the investment funds. Management fees earned from each investment management contract over the contract life represent variable consideration because the consideration the Company is entitled to varies based on fluctuations in the basis for the management fee, for example fund net asset value ("NAV") or assets under management ("AUM"). Given that the management fee basis is susceptible to market factors outside of the Company's influence, management fees are constrained and, therefore, estimates of future period management fees are generally not included in the transaction price. Revenue recognized for the investment management services provided is generally the amount determined at the end of the period because that is when the uncertainty for that period is resolved.

The Company receives investment advisory performance fees, including incentive allocations (carried interest) from certain actively managed investment funds. Carried interest is dependent upon exceeding specified investment return thresholds. For the year ended December 31, 2019, the Company recognized $835,087 of

2. Significant Accounting Policies and Basis of Presentation (continued)

Revenue Recognition (continued)

carried interest, comprised of $50,769 of cash received and $784,318 of in-kind distribution of securities, which is included in management fees in the statements of operations. There was $0 of carried interest for the year ended December 31, 2018.

Performance fees, including carried interest, are recognized when it is determined that they are no longer probable of significant reversal (such as upon the sale of a fund's investment). Performance fees typically arise from investment management services that began in prior reporting periods. Consequently, a portion of the fees the Company recognizes may be partially related to the services performed in prior periods that meet the recognition criteria in the current period.

The Company is allocated carried interest from certain alternative investment funds upon exceeding performance thresholds. The Company may be required to reverse/return all, or part, of such carried interest allocations/distributions depending upon future performance of these investment funds.

The Company records a liability for deferred carried interest to the extent it receives cash related to carried interest prior to meeting the revenue recognition criteria. At December 31, 2019 and 2018, the Company had $121,558 and $0, respectively, of deferred carried interest recorded in accounts payable and accrued liabilities on the statements of assets, liabilities, and members' equity.

The ultimate timing of the recognition of performance fee revenue is unknown. The Company does not record performance fee revenue until: (1) performance thresholds have been exceeded and (2) management determines the fees are no longer probable of significant reversal.

Accounts receivable are equal to contractual amounts reduced for allowances, if applicable. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established as of December 31, 2019 or 2018. If accounts become uncollectible, they will be expensed when that determination is made.

Income Taxes

The Company is not subject to federal income taxes. The members are responsible for reporting their proportionate share of the Company's income on their separate tax returns. Accordingly, no federal income tax accruals have been provided for in the accompanying financial statements. The Company is subject to North Carolina unincorporated business taxes and pass-through entity taxes, which are based on a percentage of income, as defined by the respective tax rules.

Accounting principles generally accepted in the United States of America set forth a minimum threshold for financial statement recognition of the benefit of a tax position taken or expected to be taken in a tax return. The Company did not have any unrecognized tax benefits in the accompanying financial statements. In the normal course of business, the Company is subject to examination by federal, state, local and foreign jurisdictions, where applicable. As of December 31, 2019 and December 31, 2018, the tax years that remain subject to examination by the major tax jurisdictions under the statute of limitations is from the year 2016 and 2015 forward (with limited exceptions).

The Company accounts for uncertain tax positions in accordance with ASC 740-10, Income Taxes. ASC 740-10 provides several clarifications related to uncertain tax positions. Most notably, a "more likely-than-not" standard

2. Significant Accounting Policies and Basis of Presentation (continued)

Income Taxes (continued)

for initial recognition of tax positions, a presumption of audit detection and a measurement of recognized tax benefits based on the largest amount that has a greater than 50 percent likelihood of realization. ASC 740-10 applies a two-step process to determine the amount of tax benefit to be recognized in the financial statements. First, the Company must determine whether any amount of the tax benefit may be recognized. Second, the Company determines how much of the tax benefit should be recognized (this would only apply to tax positions that qualify for recognition). Accordingly, the Company has not recognized any penalty, interest or tax impact related to uncertain tax positions.

Defined Benefit Plan

Defined benefit plans are accounted for in accordance with FASB ASC 715 *Compensation – Retirement Benefits* (ASC 715), which requires that an entity recognize the overfunded or underfunded status of a single-employer defined benefit postretirement plan as an asset or a liability in its statements of assets, liabilities and members' equity, recognize changes in that funded status in comprehensive income, and disclose in the notes to the financial statements additional information about net periodic benefit cost. The components of net periodic pension cost are described in Note 11.

ASC 715 also requires entities to recognize as components of other comprehensive income the gains or losses and prior service costs or credits that arise during a period but are not recognized in the statements of operations as components of net periodic benefit cost. Those amounts recognized in other comprehensive income are adjusted as they are subsequently recognized in the statements of operations as components of net periodic benefit cost. Upon the adoption of ASC 715, the Company recorded a transition obligation in accumulated other comprehensive income reflecting the unfunded status of the defined benefit plan. This amount is amortized as a component of net periodic pension cost on a straight line basis over the average remaining service period of the active plan participants.

The Company records annual amounts relating to its pension plan based on calculations that incorporate various actuarial and other assumptions, including discount rates, mortality, assumed rates of return, compensation increases, turnover rates and healthcare cost trend rates. The Company reviews its assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when it is appropriate to do so. The Company believes that the assumptions utilized in recording its obligations under its plan are reasonable based on its experience and market conditions.

Effective January 1, 2018, the Company adopted ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715), Improving the Net Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost. This standard requires that an employer report the service cost component in the same line item or items as the compensation costs arising from services rendered by the pertinent employees during the period.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments* (ASU 2016-13). ASU 2016-13 provides amendments to ASC 326, *Financial Instruments - Credit Losses*, which replaces the incurred loss impairment model with a current expected credit loss (CECL) model. CECL requires a company to estimate lifetime expected credit losses based on relevant information about historical events, current conditions and reasonable and supportable forecasts. The guidance must be applied using the modified

2. Significant Accounting Policies and Basis of Presentation (continued)

Recent Accounting Pronouncements (continued)

retrospective adoption method and is to be implemented no later than January 1, 2023. The adoption of the new guidance is not expected to have a material effect on the financial statements and related disclosures.

Risks and Uncertainties

In the normal course of business, the Company enters into contracts that contain a variety of representations and warranties. The Company's maximum exposure under these arrangements is unknown as they involve future claims that have not occurred and may not occur. However, based on past experience, management expects the risk of loss to be remote.

Variable Interest Entities

As further described in Note 3, the Company holds limited partner interests in investment funds within the TrueBridge family of funds. In addition to the limited partner interests, the principal owners of the Company maintain limited partner interests in the TrueBridge family of funds.

The Company serves as the investment manager to the affiliated investment funds. Limited partner investors in the funds have no substantive rights to impact ongoing governance and operating activities of the funds, including the ability to remove the general partner. The equity at risk to the Company is not considered substantive and the Company has no obligation to cover any future losses of the funds. As a result of these factors, the affiliated investment funds are considered variable interest entities (VIEs) in accordance with FASB ASC Topic 810, *Consolidation*.

The Company analyzes whether it is the primary beneficiary of a VIE at the time it becomes involved with a VIE and reconsiders that conclusion at each reporting date. Performance of that analysis requires the exercise of significant judgment. In evaluating whether the Company is the primary beneficiary, the Company evaluates its economic interests in the VIE held either directly by the Company or indirectly through related parties, to determine whether the Company has the power to direct the activities that most significantly impact the VIE's economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. As a result of this analysis, the investors in the affiliated investment funds have been identified as the primary beneficiaries of the funds. As it is not the primary beneficiary of the affiliated investment funds, the Company has not consolidated the funds for financial reporting purposes.

Investments in Funds

For equity investments where the Company does not control the investee, and where it is not the primary beneficiary of a VIE, but can exert significant influence over the financial and operating policies of the investee, the Company follows the equity method of accounting. The evaluation of whether the Company exerts control or significant influence over the financial and operational policies of its investees requires significant judgment based on the facts and circumstances surrounding each individual investment. Factors considered in these evaluations may include the type of investment, the legal structure of the investee, the terms and structure of the investment agreement, including investor voting or other rights, the terms of the Company's advisory agreement or other agreements with the investee, any influence the Company may have on the governing board of the investee, the legal rights of other investors in the entity pursuant to the fund's operating documents and the relationship between the Company and other investors in the entity.

2. Significant Accounting Policies and Basis of Presentation (continued)

Investments in Funds (continued)

The Company's equity method investees are investment companies and record their underlying investments at fair value. Therefore, under the equity method of accounting, the Company's share of the investee's underlying net income predominantly represents fair value adjustments in the investments held by the equity method investees. The Company's share of the investee's underlying net income or loss is based upon the most currently available information and is recorded as investment income.

Investments in non-affiliated private investment funds are recorded within investments in funds on the statements of assets, liabilities and members' equity. The Company values these investment funds utilizing the net asset values provided by these investment funds as a practical expedient ("practical expedient") unless it is probable the Company will sell a portion of its investment at an amount different from the net asset valuation. As of December 31, 2019 and 2018, these investment funds were valued entirely utilizing the practical expedient.

3. Investments in Funds

At December 31, 2019 and December 31, 2018, the Company held limited partner interests in affiliated investment funds accounted for under the equity method in the amounts of $1,381,712 and $983,303, respectively, which is included in investments in funds, on the statements of assets, liabilities, and members' equity. At December 31, 2019 and 2018, investments in non-affiliated investment funds totaled $262,847 and $237,632, respectively, which is also included in investments in funds, on the statements of assets, liabilities, and members' equity.

In addition to direct investments in certain affiliated and non-affiliated investment funds, the Company also holds variable interests in all affiliated investment funds through its position as investment manager to the funds. The investment strategies of the investment funds are summarized as follows:

Affiliated Investment Funds	Investment Strategy
TrueBridge-BVP VIII-TN Special Purpose, LLC	The Company is primarily invested in Bessemer Venture Partners VIII Institutional L.P., which is a Cayman Islands based entity.
TrueBridge-BVP VIII Special Purpose, LLC	The Company is primarily invested in Bessemer Venture Partners VIII Institutional L.P., which is a Cayman Islands based entity.
TrueBridge-Redpoint Omega II Special Purpose, LLC	The Company is invested in one single investment, Redpoint Omega II, L.P.
TrueBridge Special Purpose (F), LLC	The Company is primarily a fund of funds, with most of its investments in a strategically diversified portfolio of venture capital and equity par
TrueBridge Special Purpose (F3), LLC	The Company is primarily a fund of funds, with most of its investments in a strategically diversified portfolio of venture capital and equity par
TrueBridge-Bain 2014 Special Purpose, LLC	The Company is invested in two investments, Bain Capital Venture Fund 2014, L.P. and Bain Capital Venture Coinvestment Fund L.P. (Bain Funds), which are C

TrueBridge Capital Partners, LLC
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

3. Investments in Funds (continued)

Affiliated Investment Funds	Investment Strategy
TrueBridge Capital FSA, LLC	The Company is primarily a fund of funds, with most of its investments in a strategically diversified portfolio of venture capital and equity p
TrueBridge Capital Venture Partners, LLC	The Company is primarily invested in venture capital, private equity and absolute or relative return investment funds.
TrueBridge Capital Venture Partners II, LLC	The Company is primarily invested in venture capital funds. The Company is currently invested in one venture partnership, Craft Ventures II, L.P., and one si
TrueBridge Special Purpose (S2), LLC	The Company is invested in one single undisclosed investment.
Sozo Venture GP	The Partnership invests in late-stage venture investments in leading internet, IT and digital media companies.
TrueBridge GP Holdings III, LP	The Company is invested in venture capital and growth-related private equity funds, direct investments into start-up and development stage
TrueBridge GP Holdings IV, LP	The Company is invested in venture capital and growth-related private equity funds, direct investments into start-up and development stage
TrueBridge Capital GP Partners, LP	The Company is invested in venture capital and growth-related private equity funds, direct investments into start-up and development stage

Non-affiliated Investment Funds	Investment Strategy
Firelake Inv Fd II	The Fund is invested in storage and wholesale food distribution, as well as start-up technology companies.
Kalysta Capital	The Company is invested in incubation, seed stage, start-up stage, early stage and growth stage portfolio companies.
SV Angel IV	The Fund is invested primarily in privately held, early stage technology companies.
SV Angel VI	The Fund is invested primarily in privately held, early stage technology companies.
TTV Fund III, LP	The Fund is invested primarily in privately held, early stage technology companies.

The carrying amount of assets on the statements of assets, liabilities and members' equity related to the investment funds represents the Company's maximum exposure to loss related to its variable interests.

TrueBridge Capital Partners, LLC
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

4. Furniture, Equipment and Leasehold Improvements

Furniture, equipment and leasehold improvements at December 31, 2019 and December 31, 2018 are summarized as follows:

	As of December 31, 2019	As of December 31, 2018
Furniture and fixtures	$ 575,042	$ 479,611
Computer equipment	135,687	106,530
Computer software	645	645
Other depreciable property	64,055	21,335
Leasehold improvements	789,926	757,126
	1,565,355	1,365,247
Less: Accumulated depreciation and amortization	(289,500)	(70,899)
Net fixed assets	$ 1,275,855	$ 1,294,348

Depreciation and amortization expense amounted to $218,601 and $62,544 for the years ended December 31, 2019 and December 31, 2018, respectively.

5. 401(k) Profit Sharing Plan

The Company has a noncontributory 401(k) profit sharing plan that covers all eligible employees of the Company. Company contributions are made on a discretionary basis. The Company's contribution to this plan for the years ended December 31, 2019 and December 31, 2018 amounted to $244,963 and $227,194, which is included in compensation and benefits in the statements of operations.

6. Commitments and Contingencies

Operating Leases

The Company currently leases space at Chapel Hill, North Carolina. At December 31, 2019, the Company's lease has a remaining term of approximately 6 years.

The lease commitments provide for minimum annual rental payments, net of amounts prepaid, as of December 31, 2019 and are as follows:

Year ending December 31	Minimum Rental Commitments
2020	$ 381,654
2021	426,510
2022	437,213
2023	448,140
2024	459,319
Thereafter	390,881
Total future minimum lease payments	2,543,717
Less: Imputed interest	(353,683)
	$ 2,190,034

6. Commitments and Contingencies (continued)

Operating Leases (continued)

Future minimum lease payments under non-cancelable operating leases as of December 31, 2018 are as follows:

Year ending December 31	Minimum Rental Commitments
2019	$ 405,974
2020	416,116
2021	426,510
2022	437,213
2023	448,140
Thereafter	850,200
Total future minimum lease payments	$ 2,984,153

These minimum rentals are subject to escalation or reduction based upon certain nonlease component costs, such as, maintenance, utility and tax increases, incurred by the landlord for each year that the premise is actually occupied by the Company. During the years ended December 31, 2019 and December 31, 2018, the Company recognized rent expense on operating leases of $336,455 and $224,657, and such amount is included in general, administrative and other expenses in the statements of operations.

In determining the lease obligation on the statement of assets, liabilities and members' equity as of January 1, 2019, the Company utilized a discount rate of 5.00%.

The Company is subject to claims, legal proceedings and other contingencies in the ordinary course of its business activities. Each of these matters is subject to various uncertainties, and it is possible that some of these matters may be resolved unfavorably to the Company. The Company establishes accruals for matters that are probable and can be reasonably estimated. Management believes that any liability in excess of these accruals upon the ultimate resolution of these matters will not have a material adverse effect on the financial condition of the Company.

7. Line of Credit

The Company entered into a non-revolving line of credit ("LOC") with First Republic Bank that provides for borrowings up to $1,500,000. This amount was subsequently reduced to $700,000 in March 2019. The LOC has a maturity date of May 22, 2022. Any outstanding line of credit balance bears interest at the greater of the prime rate minus 0.5% or 3.25%. As of December 31, 2019 and December 31, 2018, the outstanding balances amounted to $583,333 and $519,225, respectively. The LOC was subsequently paid in full on September 23, 2020.

8. Related Party Transactions

The Company provides investment management and advisory services to affiliated investment funds for which the Company receives management fees. During the years ended December 31, 2019 and December 31, 2018, the Company earned management fees of $19,593,096 and $15,683,120, respectively, from these affiliated investment funds, of which $1,846,819 were waived for the year ended December 31, 2019. No management fees were waived for the year ended December 31, 2018.

8. Related Party Transactions (continued)

The Company entered into a co-branding agreement in which a percentage of management fees are remitted to a related party. The co-branding agreement expired in March 2018. The total amount of management fees remitted in accordance with the co-branding agreement during 2018 is $604,335.

The Company paid for general, administrative and other expenses on behalf of affiliated investment funds. These expenses are reimbursed by the affiliated investment funds. Total reimbursed expenses amounted to $786,954 and $2,824,131 for the years ended December 31, 2019 and December 31, 2018. These amounts were reimbursed in 2020 and 2019, respectively. The total amount of reimbursable expenses outstanding is included in due from affiliated investment funds in the statements of assets, liabilities and members' equity as of December 31, 2019 and December 31, 2018 for $154,434 and $778,190, respectively.

Management fee expenses in the statements of operations represents amounts paid to the managing members for services related to managing the Company.

9. Distributions and Allocations

The Limited Liability Company Agreement (the "Agreement"), governing the operations of the Company, contains provisions which call for the allocation of income and gain to equity accounts and subsequent distribution to its members. This is generally in proportion to their respective ownership percentage, as defined in the Agreement.

10. Concentrations

The Company maintains its cash balances in one major North Carolina bank. The balances in these accounts usually exceed the insurance limits of the Federal Deposit Insurance Corporation. The Company is subject to credit risk should this financial institution be unable to fulfill its obligations. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on such deposits.

11. Pension Plan

The Company sponsors TrueBridge Capital Cash Balance Plan (the "Plan"), which is a defined benefit plan. The Plan, which was effective on January 1, 2013, covers all employees who have attained the age of 21, completed one year of service with at least 1,000 hours of service, and are specifically included within the Plan. The participants are vested in the Plan based on a 3-year cliff vesting schedule as follows:

Vesting Schedule

Years of Service	Percentage
1	0%
2	0%
3	100%

11. Pension Plan (continued)

Retirement benefits are equal to the value of the employee's accumulation account, comprised of the employer's contribution each year plus accumulated earnings. The retirement benefit commences upon retirement or termination of employment and can be distributed as an annuity or a lump sum distribution.

	2019	2018
Change in projected benefit obligation		
Benefit obligation, beginning of year	$1,834,610	$1,490,115
Service cost	287,303	278,685
Interest cost	91,674	74,270
(Gains)/losses	(1,802)	928
Less benefits paid	(2,215)	(9,388)
Benefit obligation, end of year	2,209,570	1,834,610
Change in plan assets		
Fair value of plan assets, beginning of year	1,693,614	1,336,418
Actual return on plan assets	376,601	(107,114)
Employer contributions	601,996	473,698
Less benefits paid	(2,215)	(9,388)
Fair value of plan assets, end of year	2,669,996	1,693,614
(Over) underfunded status	$ (460,426)	$ 140,996

The (over) underfunded status of the Plan is recognized in the accompanying statements of assets, liabilities and members' equity as pension asset and pension liability in the amount of $460,426 and $(140,996) at December 31, 2019 and 2018. Employer contributions reflected in the change in plan assets table in the amount of $601,996 and $473,698 for the year ended December 31, 2019 and December 31, 2018 reflect the actual cash contributed to, and received by, the Plan during such year.

The following are weighted-average assumptions used to determine benefit obligations at December 31, 2019 and 2018.

	2019	2018
Discount Rate	5.0%	5.0%
Mortality tables	RP 2014 w/ scale MP-2019	RP 2014 w/ scale MP-2018

The net periodic pension cost for the years ended December 31, 2019 and 2018 are as follows:

	2019	2018
Net periodic benefit cost recognized in the statements of operations		
Service cost	$287,303	$278,685
Interest cost	91,674	74,270
Expected return on plan assets	(99,675)	(78,429)
Amortization of transition obligation	11,222	11,222
Net periodic benefit cost	$290,524	$285,748

TrueBridge Capital Partners, LLC
Notes to the Financial Statements
For the Years Ended December 31, 2019 and 2018

11. Pension Plan (continued)

This amount is included in compensation and benefits in the accompanying statements of operations for the years ended December 31, 2019 and 2018. A discount rate of 5.0% and expected return on plan assets of 5.0% were assumed in the determination of the net periodic pension cost. The expected rate of return on plan assets is determined based on historical returns adjusted for expectations of future returns.

Investment Policy and Strategy

The Plan invests in an investment portfolio characterized by moderate risk. The principal goal of the investment of the funds in the Plan is both security and long-term stability with moderate growth commensurate with the anticipated retirement dates of participants. Investments, other than "fixed dollar" investments, is included among the Plan's investments to prevent erosion by inflation. However, investments are sufficiently liquid to enable the Plan, on short notice, to make some distributions in the event of the death or disability of a participant.

The Plan is invested in mutual funds as of December 31, 2019 and 2018.

Fair Value Measurements

The fair value of the Plan's assets by asset class is as follows:

	December 31, 2019			
	Level 1	Level 2	Level 3	Total Fair Value
Mutual funds	$2,669,996	$ —	$ —	$2,669,996
	$2,669,996	$ —	$ —	$2,669,996

	December 31, 2018			
	Level 1	Level 2	Level 3	Total Fair Value
Mutual funds	$1,693,614	$ —	$ —	$1,693,614
	$1,693,614	$ —	$ —	$1,693,614

The mutual funds are valued at quoted market prices at the last sales price on the date of determination on the largest securities exchange in which such securities have been traded on such date.

On September 30, 2020, the Company determined that the Plan would be terminated, effective November 15, 2020.

12. Subsequent Events

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, the Company has activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. The Company is unable to accurately predict

12. Subsequent Events (continued)

how COVID-19 will affect the results of our operations because the virus's severity and the duration of the pandemic are uncertain. However, the Company does not expect a significant impact to our near-term results given the structure of our contracts.

On October 2, 2020, 100% of the equity interests held by the members in the Company was acquired by P10 Intermediate Holdings, LLC, a 100% owned subsidiary of P10 Holdings, Inc. ("P10"). The Company's corporate governance is now controlled by a newly formed board of managers consisting of a combination of representatives from both the Company and P10.

In accordance with ASC 855, Subsequent Events, the Company evaluated all material events or transactions that occurred after December 31, 2019, the statements of assets, liabilities and members' equity date, through November 1, 2020, the date the financial statements were issued, and determined no additional events or transactions which would materially impact the financial statements.

TrueBridge Capital Partners, LLC
Unaudited Financial Statements
September 30, 2020 and 2019

TrueBridge Capital Partners, LLC
Statements of Assets, Liabilities and Members' Equity
September 30, 2020 and December 31, 2019

	September 30, 2020	December 31, 2019
Assets		
Investments in funds, at fair value	$ 1,765,967	$ 1,644,559
Cash and cash equivalents	10,603	244,294
Right-of-use assets	1,436,263	1,609,007
Accounts receivable	13,939	—
Due from affiliated funds	54,859	154,434
Prepaid expenses	26,867	60,301
Property and equipment, net	1,128,071	1,275,855
Pension asset	903,017	460,426
Other assets	33,621	32,956
Total assets	$ 5,373,207	$ 5,481,832
Liabilities and Members' Equity		
Accounts payable and accrued liabilities	$ 3,747,953	$ 559,541
Lease obligation	1,993,945	2,190,034
Notes payable	—	583,333
Total liabilities	5,741,898	3,332,908
Members' equity		
Retained earnings	(188,519)	2,196,314
Accumulated other comprehensive income (loss)	(180,172)	(47,390)
Total members' equity	(368,691)	2,148,924
Total liabilities and members' equity	$ 5,373,207	$ 5,481,832

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Operations
For the Nine Months Ended September 30, 2020 and 2019

	Nine Months Ended September 30, 2020	2019
Revenues		
Management fees	$ 14,637,388	$ 12,669,111
Investment income	142,450	195,397
Total revenue	14,779,838	12,864,508
Expenses		
Compensation and benefits	8,538,527	2,494,010
Management fee expenses	2,740,021	3,053,393
Professional fees	2,130,700	250,085
General, administrative and other	731,621	756,091
Depreciation and amortization	184,920	169,064
Gain on disposal of equipment	(13,000)	—
Total expenses	14,312,789	6,722,643
Net income	$ 467,049	$ 6,141,865

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Comprehensive Income
For the Nine Months Ended September 30, 2020 and 2019

	Nine Months Ended September 30,	
	2020	2019
Net income	$ 467,049	$ 6,141,865
Other comprehensive income:		
Items related to employee benefit plans:		
Change in net actuarial gain (loss)	(141,198)	209,046
Change in unrecognized transition amount	8,417	8,417
Other comprehensive income (loss):	(132,781)	217,463
Comprehensive income	$ 334,268	$ 6,359,328

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Changes in Members' Equity
For the Nine Months Ended September 30, 2020 and 2019

	Retained Earnings	Other Comprehensive Income (Loss)	Total Shareholders' Equity
Balance at December 31, 2018	$ 2,522,935	$ (337,341)	$ 2,185,594
Net income	6,141,865	—	6,141,865
Distributions to members	(3,442,324)	—	(3,442,324)
Other comprehensive income	—	217,463	217,463
Balance at September 30, 2019	$ 5,222,476	$ (119,878)	$ 5,102,598
Balance at December 31, 2019	$ 2,196,314	$ (47,391)	$ 2,148,923
Net income	467,049	—	467,049
Distributions to members	(3,834,944)	—	(3,834,944)
Contributions from members	983,062	—	983,062
Other comprehensive loss	—	(132,781)	(132,781)
Balance at September 30, 2020	$ (188,519)	$ (180,172)	$ (368,691)

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Statements of Cash Flows
For the Nine Months Ended September 30, 2020 and 2019

	Nine Months Ended September 30, 2020	2019
Cash flows from operating activities		
Net income	$ 467,049	$ 6,141,865
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	184,920	169,064
Gain on disposition of furniture and equipment	(13,000)	—
Change in fair value of investments in funds	(142,450)	(195,397)
Changes in assets and liabilities:		
Accounts receivable	(13,939)	(1,131,252)
Due from affiliated funds	99,575	586,874
Prepaid expenses	33,434	(13,381)
Right-of-use assets	172,744	172,141
Other assets	(665)	6,487
Pension asset	(575,372)	(508,802)
Accounts payable and accrued liabilities	3,188,412	(197,602)
Lease obligation	(196,089)	(222,384)
Net cash provided by operating activities	3,204,619	4,807,613
Cash flows from investing activities		
Contributions to investments	(81,505)	(120,168)
Distributions from investments	102,546	58,579
Proceeds from disposal of furniture, equipment and leasehold improvements	13,000	—
Purchase of furniture, equipment and leasehold improvements	(37,136)	(196,536)
Net cash used in investing activities	(3,095)	(258,125)
Cash flows from financing activities		
Net draws (payments) on line of credit	(583,333)	122,442
Contributions from members	983,062	—
Distributions paid	(3,834,944)	(3,442,324)
Net cash used in financing activities	(3,435,215)	(3,319,882)
Increase (decrease) in cash and cash equivalents	(233,691)	1,229,606
Cash and cash equivalents		
Beginning of year	244,294	1,376
End of year	$ 10,603	$ 1,230,982
Supplemental information		
Cash paid for amounts included in lease obligation	$ 277,069	$ 330,327

The accompanying notes are an integral part of these financial statements.

TrueBridge Capital Partners, LLC
Notes to the Financial Statements
For the Nine Months Ended September 30, 2020 and 2019

1. Organization and Nature of Business

TrueBridge Capital Partners, LLC (the "Company"), a limited liability company organized in the state of Delaware, is registered with the Securities and Exchange Commission ("SEC") as an investment advisor. As a registered investment advisor, it provides investment advisory services to various private investment funds.

The Company was incorporated on February 12, 2007 as Williams Poston Co., LLC and changed its name to TrueBridge Capital Partners, LLC on April 4, 2007.

The Company's principal place of business is located in Chapel Hill, North Carolina.

2. Significant Accounting Policies and Basis of Presentation

The financial statements of the Company are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All accounts are maintained in U.S. dollars.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts included in the financial statements and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers any investment with an original maturity of three months or less to be a cash equivalent. The Company holds no cash equivalents at September 30, 2020 and December 31, 2019.

Furniture, Equipment and Leasehold Improvements

Property, equipment and software are stated at cost and are depreciated over their estimated useful lives, ranging from 3 to 10 years, using the straight-line method beginning in the year an item was placed in service. Leasehold improvements, which are also stated at cost, are amortized over the shorter of their estimated useful lives or the term of the leases.

Long-lived Assets

The Company evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by comparison of their carrying amounts to future undiscounted cash flows that the assets are expected to generate. If long-lived assets are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds estimated fair value, and is recorded in the period in which the determination was made. The Company has determined there are no impairment losses for the nine months ended September 30, 2020 and 2019.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between independent and knowledgeable parties who are willing and able to transact for an asset or

2. Significant Accounting Policies and Basis of Presentation (Continued)

Fair Value Measurements (continued)

liability at the measurement date. The Company uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs when determining fair value and then the Company ranks the estimated values based on the observability of the inputs used following the fair value hierarchy set forth by the Financial Accounting Standards Board (FASB).

At September 30, 2020 and December 31, 2019, the Company used the following valuation techniques to measure fair value for assets:

- Level 1 – Assets were valued using the closing price reported in the active market in which the individual security was traded.
- Level 2 – Assets were valued using quoted prices in markets that are not active, broker dealer quotations, and other methods by which all significant inputs were observable at the measurement date.
- Level 3 – Assets were valued using unobservable inputs in which little or no market data exists as reported by the respective institutions at the measurement date.

Leases

In February 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-02, Leases, and subsequently issued several related amendments which are codified in ASC Topic 842. The standard requires lessees to record right of-use assets and lease obligations arising from most operating leases on its statement of assets, liabilities and members’ equity. The Company adopted the standard for the reporting period beginning January 1, 2019, and adopted the standard using a modified retrospective method. The adoption did not significantly impact its statement of operations or its statement of cash flows. Upon adoption, the Company recorded a lease obligation and a corresponding right-of-use asset of $2,521,833 and $1,836,831, respectively. The Company elected the transition practical expedients provided by ASU 2016-02, which allowed the Company to carryforward its historical lease classification.

The Company currently leases office space under operating lease arrangements. As these leases expire, it is expected that, in the normal course of business, they will be renewed or replaced. The Company must record a right-of-use asset and a lease obligation at the commencement date of the lease, other than for leases with an initial term of 12 months or less. As permitted under ASU 2016-02, the Company elects not to record short-term leases with an initial lease term less than 12 months on the Company’s statement of assets, liabilities and members’ equity. The Company has no leases with an initial term of 12 months or less. A lease obligation is initially and subsequently reported at the present value of the outstanding lease payments determined by discounting those lease payments over the remaining lease term using the incremental borrowing rate of the Company as of the commencement date. A right-of-use asset is initially reported at the present value of the corresponding lease obligation plus any prepaid lease payments and initial direct costs of entering into the lease, and reduced by any lease incentives. Subsequently, a right-of-use asset is reported at the present value of the lease obligation adjusted for any prepaid or accrued lease payments, remaining balances of any lease incentives received, unamortized initial direct costs of entering into the lease and any impairments of the right-of-use asset. The Company tests for possible impairments of right-of-use assets annually or more frequently whenever events or changes in circumstances indicate that the carrying value of a right-of-use asset may exceed its fair value. Subsequent to an impairment, the carrying value of the right-of-use asset is amortized on a straight-line basis over the remaining lease term.

2. Significant Accounting Policies and Basis of Presentation (Continued)

Leases (continued)

Most lease agreements for office space that are classified as operating leases contain renewal options, rent escalation clauses or other lease incentives provided by the lessor. Lease expense is accrued to recognize lease escalation provisions and renewal options that are reasonably certain to be exercised, and lease incentives provided by the lessor, on a straight-line basis over the lease term and is reported in general, administrative and other expenses in the statements of operations.

Revenue Recognition of Management Fees

On January 1, 2019, the Company adopted the new Accounting Standards Codification (ASC) 606, Revenue from Contracts with Customers (ASC 606), using the modified retrospective method. As a result, prior period amounts continue to be reported under legacy GAAP. The adoption did not change the historical pattern of recognizing revenue for management fees, and no cumulative adjustments were necessary upon adoption.

In accordance with ASC 606 revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services. ASC 606 includes a five-step framework that requires an entity to: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when the entity satisfies a performance obligation.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company’s significant management and advisory contracts.

The Company’s revenues consist primarily of investment advisory fees, which are recognized as revenue when earned. Investment advisory fees from the affiliated investment funds are recognized as earned and are billed quarterly based on aggregate subscriptions of all partners for each fiscal year.

As it relates to the Company’s performance obligation to provide investment management services, the Company typically satisfies this performance obligation over time as the services are rendered, since the investment funds simultaneously receive and consume the benefits provided as the Company performs the service. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised services to the investment funds. Management fees earned from each investment management contract over the contract life represent variable consideration because the consideration the Company is entitled to varies based on fluctuations in the basis for the management fee, for example fund net asset value (“NAV”) or assets under management (“AUM”). Given that the management fee basis is susceptible to market factors outside of the Company’s influence, management fees are constrained and, therefore, estimates of future period management fees are generally not included in the transaction price. Revenue recognized for the investment management services provided is generally the amount determined at the end of the period because that is when the uncertainty for that period is resolved.

The Company receives investment advisory performance fees, including incentive allocations (carried interest) from certain actively managed investment funds. These performance fees are dependent upon exceeding specified investment return thresholds.

2. Significant Accounting Policies and Basis of Presentation (Continued)

Revenue Recognition of Management Fees (continued)

Performance fees, including carried interest, are recognized when it is determined that they are no longer probable of significant reversal (such as upon the sale of a fund's investment). Performance fees typically arise from investment management services that began in prior reporting periods. Consequently, a portion of the fees the Company recognizes may be partially related to the services performed in prior periods that meet the recognition criteria in the current period.

The Company is allocated carried interest from certain alternative investment funds upon exceeding performance thresholds. The Company may be required to reverse/return all, or part, of such carried interest allocations/distributions depending upon future performance of these investment funds.

The Company records a liability for deferred carried interest to the extent it receives cash related to carried interest prior to meeting the revenue recognition criteria. Any deferred carried interest is recorded in accounts payable and accrued liabilities on the statements of assets, liabilities, and members' equity.

The ultimate timing of the recognition of performance fee revenue is unknown. The Company does not record performance fee revenue until: (1) performance thresholds have been exceeded and (2) management determines the fees are no longer probable of significant reversal.

Accounts receivable are equal to contractual amounts reduced for allowances, if applicable. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established as of September 30, 2020 or December 31, 2019. If accounts become uncollectible, they will be expensed when that determination is made.

Income Taxes

The Company is not subject to federal income taxes. The members are responsible for reporting their proportionate share of the Company's income on their separate tax returns. Accordingly, no federal income tax accruals have been provided for in the accompanying financial statements. The Company is subject to North Carolina unincorporated business taxes and pass-through entity taxes, which are based on a percentage of income, as defined by the respective tax rules.

Accounting principles generally accepted in the United States of America set forth a minimum threshold for financial statement recognition of the benefit of a tax position taken or expected to be taken in a tax return. The Company did not have any unrecognized tax benefits in the accompanying financial statements. In the normal course of business, the Company is subject to examination by federal, state, local and foreign jurisdictions, where applicable. As of September 30, 2020 and December 31, 2019, the tax years that remain subject to examination by the major tax jurisdictions under the statute of limitations is from the year 2016 and 2015 forward (with limited exceptions).

The Company accounts for uncertain tax positions in accordance with ASC 740-10, Income Taxes. ASC 740-10 provides several clarifications related to uncertain tax positions. Most notably, a "more likely-than-not" standard for initial recognition of tax positions, a presumption of audit detection and a measurement of recognized tax benefits based on the largest amount that has a greater than 50 percent likelihood of realization. ASC 740-10 applies a two-step process to determine the amount of tax benefit to be recognized in the financial statements. First, the Company must determine whether any amount of the tax benefit may be recognized. Second, the Company determines how much of the tax benefit should be recognized (this would only apply to tax positions that qualify for recognition). Accordingly, the Company has not recognized any penalty, interest or tax impact related to uncertain tax positions.

2. Significant Accounting Policies and Basis of Presentation (Continued)

Defined Benefit Plan

Defined benefit plans are accounted for in accordance with FASB ASC 715 Compensation –Retirement Benefits (ASC 715), which requires that an entity recognize the overfunded or underfunded status of a single-employer defined benefit postretirement plan as an asset or a liability in its statements of assets, liabilities and members' equity, recognize changes in that funded status in comprehensive income, and disclose in the notes to the financial statements additional information about net periodic benefit cost. The components of net periodic pension cost are described in Note 8.

ASC 715 also requires entities to recognize as components of other comprehensive income the gains or losses and prior services costs or credits that arise during a period but are not recognized in the statements of operations as components of net periodic benefit cost. Those amounts recognized in other comprehensive income are adjusted as they are subsequently recognized in the statements of operations as components of net periodic benefit cost. Upon the adoption of ASC 715, the Company recorded a transition obligation in accumulated other comprehensive income reflecting the unfunded status of the defined benefit plans. This amount is amortized as a component of net periodic pension cost on a straight line basis over the average remaining service period of the active plan participants.

The Company records annual amounts relating to its pension plan based on calculations that incorporate various actuarial and other assumptions, including discount rates, mortality, assumed rates of return, compensation increases, turnover rates and healthcare cost trend rates. The Company reviews its assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when it is appropriate to do so. The Company believes that the assumptions utilized in recording its obligations under its plans are reasonable based on its experience and market conditions.

Effective January 1, 2018, the Company adopted ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715), Improving the Net Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost. This standard requires that an employer report the service cost component in the same line item or items as the compensation costs arising from services rendered by the pertinent employees during the period.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments* (ASU 2016-13). ASU 2016-13 provides amendments to ASC 326, *Financial Instruments – Credit Losses*, which replaces the incurred loss impairment model with a current expected credit loss (CECL) model. CECL requires a company to estimate lifetime expected credit losses based on relevant information about historical events, current conditions and reasonable and supportable forecasts. The guidance must be applied using the modified retrospective adoption method and is to be implemented no later than January 1, 2023. The adoption of the new guidance is not expected to have a material effect on the financial statements and related disclosures.

Risks and Uncertainties

In the normal course of business, the Company enters into contracts that contain a variety of representations and warranties. The Company's maximum exposure under these arrangements is unknown as they involve future claims that have not occurred and may not occur. However, based on past experience, management expects the risk of loss to be remote.

2. Significant Accounting Policies and Basis of Presentation (Continued)

Variable Interest Entities

As further described in Note 3, the Company holds limited partner interests in investment funds within the TrueBridge family of funds. In addition to the limited partner interests, the principal owners of the Company maintain limited partner interests in the TrueBridge family of funds.

The Company serves as the investment manager to the affiliated investment funds. Limited partner investors in the funds have no substantive rights to impact ongoing governance and operating activities of the funds, including the ability to remove the general partner. The equity at risk to the Company is not considered substantive and the Company has no obligation to cover any future losses of the funds. As a result of these factors, the affiliated investment funds are considered variable interest entities (VIEs) in accordance with FASB ASC Topic 810, *Consolidation*.

The Company analyzes whether it is the primary beneficiary of a VIE at the time it becomes involved with a VIE and reconsiders that conclusion at each reporting date. Performance of that analysis requires the exercise of significant judgment. In evaluating whether the Company is the primary beneficiary, the Company evaluates its economic interests in the VIE held either directly by the Company or indirectly through related parties, to determine whether the Company has the power to direct the activities that most significantly impact the VIE's economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. As a result of this analysis, the investors in the affiliated investment funds have been identified as the primary beneficiaries of the funds. As it is not the primary beneficiary of the affiliated investment funds, the Company has not consolidated the funds for financial reporting purposes.

Investments in Funds

For equity investments where the Company does not control the investee, and where it is not the primary beneficiary of a VIE, but can exert significant influence over the financial and operating policies of the investee, the Company follows the equity method of accounting. The evaluation of whether the Company exerts control or significant influence over the financial and operational policies of its investees requires significant judgment based on the facts and circumstances surrounding each individual investment. Factors considered in these evaluations may include the type of investment, the legal structure of the investee, the terms and structure of the investment agreement, including investor voting or other rights, the terms of the Company's advisory agreement or other agreements with the investee, any influence the Company may have on the governing board of the investee, the legal rights of other investors in the entity pursuant to the fund's operating documents and the relationship between the Company and other investors in the entity.

The Company's equity method investees are investment companies and record their underlying investments at fair value. Therefore, under the equity method of accounting, the Company's share of the investee's underlying net income predominantly represents fair value adjustments in the investments held by the equity method investees. The Company's share of the investee's underlying net income or loss is based upon the most currently available information and is recorded as investment income.

Investments in non-affiliated private investment funds and are recorded within investments in funds on the statements of assets, liabilities, and members' equity. The Company values these investment funds utilizing the net asset values provided by these investment funds as a practical expedient ("practical expedient") unless it is probable the Company will sell a portion of its investment at an amount different from the net asset valuation. As of September 30, 2020 and December 31, 2019, these investment funds were valued entirely utilizing the practical expedient.

2. Significant Accounting Policies and Basis of Presentation (Continued)

Investments in Funds (continued)

In January 2016 the FASB issued ASU No. 2016-01, Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities (ASU 2016-01). Effective January 1, 2018 the Company early adopted the provisions of ASU 2016-01 as the Company believed this guidance was preferable to then-existing standards. ASU 2016-01 requires the company to record equity investments, including other ownership interests such as partnerships that are not accounted for under the equity method of accounting, at fair value with changes in fair value recognized within net income. Therefore in accordance with ASU 2016-01 the Company records changes in fair value of these investments in investment income on the statement of operations.

3. Investments in Funds

At September 30, 2020 and December 31, 2019, the Company held limited partner interests in affiliated investment funds accounted for under the equity method in the amounts of $1,316,159 and $1,381,712, respectively, and limited partner interests in non-affiliated investment funds totaling $449,808, and $262,847, respectively, which is included on the statements of assets, liabilities, and member's equity.

The Company participates in capital appreciation and depreciation due to changes in value of the affiliated investment funds' underlying investments based on its pro-rata share of total capital, which is included in investment income on the statements of operations. However, the primary benefit to the Company results from its position as the investment manager, and the resulting management fee revenues. The activities of the affiliated investment funds are financed by the capital commitments of the limited partners.

In addition to direct investments in certain affiliated and non-affiliated investment funds, the Company also holds variable interests in all affiliated investment funds through its position as investment manager to the funds.

The carrying amount of assets on the statements of assets, liabilities and members' equity related to the investment funds represents the Company's maximum exposure to loss related to its variable interests.

4. Line of Credit

The Company entered into a non-revolving line of credit ("LOC") with First Republic Bank that provides for borrowings up to $1,500,000. This amount was subsequently reduced to $700,000 in March 2019. The LOC has a maturity date of May 22, 2022. Any outstanding line of credit balance bears interest at the greater of the prime rate minus 0.5% or 3.25%. As of December 31, 2019, the outstanding balance amounted to $583,333. The LOC was paid in full on September 23, 2020 and as such, no balance is reflected at September 30, 2020.

5. Related Party Transactions

The Company provides investment management and advisory services to affiliated investment funds for which the Company receives management fees. During the periods ended September 30, 2020 and September 30, 2019, the Company earned investment management fees of $16,979,536 and $13,972,537, respectively, from these affiliated investment funds, of which $2,342,148 and $1,303,426 were waived for the year ended September 30, 2020 and 2019.

The Company paid for general, administrative and other expenses on behalf of affiliated investment funds. These expenses are reimbursed by the affiliated investment funds. Total reimbursed expenses amounted to $311,211

5. Related Party Transactions (Continued)

and $594,503 for the periods ended September 30, 2020 and September 30, 2019. These amounts were reimbursed in 2020 and 2019, respectively. The total amount of reimbursable expenses outstanding is included in due from affiliated investment funds in the statements of assets, liabilities and members' equity as of September 30, 2020 and December 31, 2019 for $54,859 and $154,434, respectively.

Management fee expenses in the statements of operations represent amounts paid to the managing members for services related to managing the Company.

6. Distributions and Allocations

The Limited Liability Company Agreement (the "Agreement"), governing the operations of the Company, contains provisions which call for the allocation of income and gain to equity accounts and subsequent distribution to its members. This is generally in proportion to their respective ownership percentage, as defined in the Agreement.

7. Concentrations

The Company maintains its cash balances in one major North Carolina bank. The balances in these accounts usually exceed the insurance limits of the Federal Deposit Insurance Corporation. The Company is subject to credit risk should this financial institution be unable to fulfill its obligations. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on such deposits.

8. Pension Plan

The Company sponsors TrueBridge Capital Cash Balance Plan (the "Plan"), which is a defined benefit plan. The Plan, which was effective on January 1, 2013, covers all employees who have attained the age of 21, completed one year of service with at least 1,000 hours of service, and are specifically included within the Plan. The participants are vested in the Plan based on a 3-year cliff vesting schedule.

Retirement benefits are equal to the value of the employee's accumulation account, comprised of the employer's contribution each year plus accumulated earnings. The retirement benefit commences upon retirement or termination of employment and can be distributed as an annuity or a lump sum distribution. The underfunded status of the Plan is recognized in the accompanying statements of assets, liabilities and members' equity as pension asset in the amount of $903,017 and $460,426 at September 30, 2020 and December 31, 2019, respectively.

The net periodic pension cost for the periods ended September 30, 2020 and 2019 were $354,414 and $217,893, respectively. This amount is included in compensation and benefits in the accompanying statements of operations for the Periods ended September 30, 2020 and 2019.

Investment Policy and Strategy

The Plan invests in an investment portfolio characterized by moderate risk. The principal goal of the investment of the funds in the Plan is both security and long-term stability with moderate growth commensurate with the anticipated retirement dates of participants. Investments, other than "fixed dollar" investments, is included among the Plan's investments to prevent erosion by inflation. However, investments are sufficiently liquid to enable the plan, on short notice, to make some distributions in the event of the death or disability of a participant.

TrueBridge Capital Partners, LLC
Notes to the Financial Statements
For the Nine Months Ended September 30, 2020 and 2019

8. Pension Plan (Continued)

Investment Policy and Strategy (continued)

The Plan is invested in mutual funds as of September 30, 2020 and December 31, 2019.

Fair Value Measurements

The fair value of the Plan's assets by asset class is as follows:

	September 30, 2020			
	Level 1	Level 2	Level 3	Total Fair Value
Mutual funds	$3,112,587	$ —	$ —	$3,112,587
	$3,112,587	$ —	$ —	$3,112,587

	December 31, 2019			
	Level 1	Level 2	Level 3	Total Fair Value
Mutual funds	$2,669,996	$ —	$ —	$2,669,996
	$2,669,996	$ —	$ —	$2,669,996

The mutual funds are valued at quoted market prices at the last sales price on the date of determination on the largest securities exchange in which such securities have been traded on such date.

9. Subsequent Events

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which has resulted in significant disruption and uncertainty in the global economic markets. The extent of the operational and financial impact the COVID-19 pandemic may have on the Company has yet to be determined and is dependent on its duration and spread, any related operational restrictions and the overall economy. Currently, the Company has activated our Business Continuity Plan, which assures the ability for all aspects of our business to continue operating without interruption. The Company is unable to accurately predict how COVID-19 will affect the results of our operations because the virus's severity and the duration of the pandemic are uncertain. However, the Company does not expect a significant impact to our near-term results given the structure of our contracts.

On October 2, 2020, 100% of the equity interests held by the members in the Company was acquired by P10 Intermediate Holdings, LLC, a 100% owned subsidiary of P10 Holdings, Inc. ("P10"). The Company's corporate governance is now controlled by a newly formed board of managers consisting of a combination of representatives from both the Company and P10. For the nine months ended September 30, 2020 approximately $2,050,000 in transaction costs have been incurred in relation to the sale and are included in professional fees on the statement of operations.

In accordance with ASC 855, Subsequent Events, the Company evaluated all material events or transactions that occurred after September 30, 2020, the statements of assets, liabilities and members' equity date, through October 31, 2020, the date the financial statements were issued, and determined no additional events or transactions which would materially impact the financial statements.

Enhanced Capital Group, LLC
Consolidated Financial Statements
December 31, 2019 and 2018
(With Independent Auditors' Report Thereon)

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Report of Independent Auditors

The Members
Enhanced Capital Group, LLC

We have audited the accompanying consolidated financial statements of Enhanced Capital Group, LLC, which comprise the consolidated balance sheets, including the consolidated schedules of investments, as of December 31, 2019 and 2018, and the related consolidated statements of operations, members' (deficit) equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Enhanced Capital Group, LLC at December 31, 2019 and 2018, and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst + Young LLP

December 23, 2020

A member firm of Ernst & Young Global Limited

Enhanced Capital Group, LLC

Consolidated Balance Sheets

December 31, 2019 and 2018

	2019	2018
Assets		
Cash and cash equivalents	**$ 6,457,395**	$ 7,980,365
Restricted cash	**20,908,019**	56,058,511
Accounts receivable	**421,728**	199,901
Accrued interest receivable, net	**2,844,650**	2,040,993
Due from related party	**130,396**	152,015
Related party note receivable	**88,063**	86,725
ECP note receivable, net of discount and valuation allowance	**36,093,157**	48,530,846
State NMTC notes receivable	**6,762,500**	6,762,500
Investments, at estimated fair value (cost of $47,323,850 and $17,566,000 as of December 31, 2019 and 2018, respectively)	**42,941,862**	15,698,801
Investments in unconsolidated subsidiaries	**2,155,776**	1,753,330
Investment in allocable state tax credits	**2,943,102**	1,227,022
Other assets	**95,150**	116,971
Goodwill	**11,201,489**	11,201,489
Total assets	**$ 133,043,287**	$ 151,809,469
Liabilities and (deficit) equity		
Accounts payable and accrued expenses	**$ 621,686**	$ 380,934
Unearned premium tax credits	**7,485,000**	5,620,000
Accrued interest payable	**2,738,755**	5,400,770
State tax credit deposits	**491,074**	890,839
Unearned management fees	**2,340,136**	2,276,955
State program obligation	**3,157,268**	2,642,634
Due to related parties	**2,165,187**	1,925,981
State tax credit notes payable	**26,255,632**	35,521,514
State program notes payable	**33,092,811**	32,818,367
Revolving credit facility- state tax incentive programs	**2,943,102**	1,226,794
Investment firm notes payable, net of unamortized debt issuance costs	**39,112,986**	23,836,236
Derivative liability	**1,799,546**	4,032,105
Redemption notes payable, net of discount	**17,856,930**	25,817,496
Total liabilities	**$ 140,060,113**	$ 142,390,625
(Deficit) equity:		
Members' (deficit) equity	**(13,604,807)**	8,866,692
Noncontrolling interest	**6,587,981**	552,152
Total (deficit) equity	**(7,016,826)**	9,418,844
Total liabilities and (deficit) equity	**$ 133,043,287**	$ 151,809,469

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Statements of Operations

Years Ended December 31, 2019 and 2018

	2019	2018
Interest income, including fees:		
Cash and cash equivalents	**$ 224,712**	$ 63,959
Notes receivable	**7,117,630**	6,945,988
Asset management fees	**1,295,605**	2,809,102
Tax credit fees	**10,489,846**	8,956,198
Investments	**2,302,107**	442,359
Total interest income, including fees	**21,429,900**	19,217,606
Expenses:		
Professional fees	**1,873,330**	1,362,162
General and administrative	**10,598,882**	10,728,552
Interest, net of discount amortization	**18,050,920**	10,947,157
Depreciation and other amortization	**147,030**	171,127
Total expenses	**30,670,162**	23,208,998
Net investment loss	**(9,240,262)**	(3,991,392)
Income from unconsolidated subsidiaries	**922,079**	282,412
Change in state profits interest	**(514,634)**	1,992,255
Loss on derivative liability	**(237,940)**	(661,634)
Gain on sale of unconsolidated subsidiary	**—**	4,691,912
Change in valuation on ECP note receivable	**(9,096,805)**	—
Unrealized loss on investments:		
Beginning of period	**(1,867,199)**	—
End of period	**(4,381,988)**	(1,867,199)
Net change in unrealized loss on investments	**(2,514,789)**	(1,867,199)
Net realized and unrealized loss on investments	**(2,514,789)**	(1,867,199)
Net (loss) income before tax	**(20,682,351)**	446,354
State and local income tax (benefit) expense	**(50,852)**	50,853
Net (loss) income	**$(20,631,499)**	$ 395,501

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Statements of Members' (Deficit) Equity

Years Ended December 31, 2019 and 2018

	Total Members' (Deficit) Equity	Noncontrolling Interest	Total (Deficit) Equity
Balances at December 31, 2017	$ 9,951,191	$ 487,695	$ 10,438,886
Repurchase of common units	(80,000)	—	(80,000)
Net income	395,501	—	395,501
Issuance of incentive common units	—	64,457	64,457
Distributions	(1,400,000)	—	(1,400,000)
Balances at December 31, 2018	8,866,692	552,152	9,418,844
Contributions		**6,003,739**	**6,003,739**
Distributions	**(1,840,000)**	**—**	**(1,840,000)**
Net loss	**(20,631,499)**	**—**	**(20,631,499)**
Issuance of incentive common units	**—**	**32,090**	**32,090**
Balances at December 31, 2019	**$ (13,604,807)**	**$ 6,587,981**	**$ (7,016,826)**

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Statements of Cash Flows

Years Ended December 31, 2019 and 2018

	2019	2018
Operating Activities		
Net (loss) income	**$(20,631,499)**	$ 395,501
Adjustments to reconcile net (loss) income to net cash used in operating activities:		
Accretion of notes payable	**7,737,003**	3,897,107
Accretion of notes receivable	**(4,616,601)**	(5,470,382)
Amortization	**998,905**	426,671
Payment of interest expense with tax credits	**433,122**	639,189
Noncash incentive common unit award expense	**32,090**	64,457
Loss on derivative liability	**237,940**	661,634
Income from unconsolidated subsidiaries	**(922,079)**	(282,412)
Gain on sale of unconsolidated subsidiary	**—**	(4,691,912)
Change in valuation on ECP note receivable	**9,096,805**	—
Unrealized loss on investments	**2,514,789**	1,867,199
Purchases of investments in qualified businesses	**(34,837,850)**	(12,630,000)
Proceeds from repayment of investments in qualified businesses	**5,080,000**	—
Change in state profits interest	**514,634**	(1,992,255)
Changes in assets and liabilities:		
Accrued interest receivable	**(803,657)**	(890,078)
Accounts receivable	**(221,827)**	11,703
Investment in allocable state tax credits	**(1,716,080)**	(1,227,022)
Other assets	**(124,596)**	(136,735)
Due from related parties	**21,619**	(53,471)
Accounts payable and accrued expenses	**240,752**	110,508
Accrued interest payable	**(2,664,455)**	3,329,098
State tax credit deposits	**(399,765)**	237,338
Due to related parties	**239,206**	(212,618)
Unearned management fees	**63,181**	(415,741)
Net cash used in operating activities	**(39,728,363)**	(16,362,221)
Investing Activities		
Investments in unconsolidated subsidiaries	**$ (5,101)**	$ (6,119)
Proceeds from investments in unconsolidated subsidiaries	**524,734**	581,459
Proceeds from sale of unconsolidated subsidiary	**—**	4,691,912
Proceeds from ECP note receivable	**7,956,147**	3,940,705
Net cash provided by investing activities	**8,475,780**	9,207,957

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Statements of Cash Flows (continued)

Years Ended December 31, 2019 and 2018

	2019	2018
Financing activities		
Payment of debt issuance costs	**(1,290,667)**	(1,678,311)
Payment on derivative liability	**(2,470,499)**	(55,310)
Payment on subordinated notes payable	**(13,862,234)**	—
Repurchase of common units	**—**	(80,000)
Proceeds from issuance of state tax credit notes payable	**—**	27,000,000
Payments on state tax credit notes payable	**(7,915,664)**	(375,188)
Proceeds from issuance of state program notes payable	**—**	27,499,000
Proceeds from borrowings under state tax credit line of credit	**12,916,113**	5,647,033
Payment on borrowings under state tax credit line of credit	**(11,199,805)**	(4,420,239)
Proceeds from investment firm note payable	**50,000,000**	—
Payments on investment firm note payable	**(35,761,861)**	(6,271,739)
Proceeds from capital contributions — noncontrolling interest	**6,003,738**	—
Distributions	**(1,840,000)**	(1,400,000)
Net cash (used) provided by financing activities	**(5,420,879)**	45,865,246
Net (decrease) increase in cash, cash equivalents and restricted cash	**(36,673,462)**	38,710,982
Cash, cash equivalents, and restricted cash at beginning of period	**64,038,876**	25,327,894
Cash, cash equivalents, and restricted cash at end of period	**$ 27,365,414**	$ 64,038,876
Cash and cash equivalents	**6,457,395**	7,980,365
Restricted cash	**20,908,019**	56,058,511
Total cash, cash equivalents, and restricted cash	**$ 27,365,414**	$ 64,038,876
Noncash operating and financing activities		
Settlement of state NMTC notes payable and accrued interest payable with premium tax credits	**$ 1,865,000**	$ 2,000,000
Supplemental cash flow disclosure		
Cash paid for interest	**$ 9,478,575**	$ 3,403,650

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Schedules of Investments

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Number of Shares	Cost	Fair Value	Percentage of Equity	Number of Shares	Cost	Fair Value
Manufacturing:								
Tella Firma, LLC Preferred Stock	N/A	166,667	$ 500,000	$ 500,000	5%	166,667	$ 500,000	$ 500,000
A.W. Carter, LLC Debt Securities, 12% at 2019 and 9% at 2018, Due date 3/1/2023	N/A		1,000,000	1,000,000	6%		600,000	600,000
AVF Composites, LLC Debt Securities, 10% at 2019 and 2018, Due date 6/30/2022	N/A		1,600,000	1,600,000	17%		1,600,000	1,600,000
Diamonds Direct, LLC Debt Securities, 6% at 2019, Due date 6/30/2022	N/A		1,500,000	1,500,000	0%		—	—
C&J Specialties, Inc. Debt Securities, 12% at 2019 and 8% at 2018, Due date 6/30/2022	N/A		1,030,000	1,030,000	9%		830,000	830,000
Palmer Equipment, LLC Debt Securities, 8% at 2019 and 2018, Due date 6/30/2022	N/A		2,600,000	—	28%		2,600,000	2,600,000
MCS Manufacturing, LLC Debt Securities, Prime + 1.75%, Due date 10/17/2023; 6.25% at 2019 and 6.75% at 2018	N/A		600,000	600,000	6%		600,000	600,000
Delta H Technologies, LLC Debt Securities, Variable rate of Prime + 2.25%, Due date 1/15/2024; 7.25% at 2019	N/A		650,000	650,000	0%		—	—
PureCycle, LLC Debt Securities, Prime + 3%, Due date 2/28/2024; 4.75 in 2019	N/A		1,000,000	1,000,000	0%		—	—
Cabinet Concepts, LLC Debt Securities, Prime + 1.75%, Due date 1/7/2023; 6.5% at 2019	N/A		1,825,000	1,825,000	0%		—	—

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Number of Shares	Cost	Fair Value	Percentage of Equity	Number of Shares	Cost	Fair Value
Manufacturing (Cont'd):								
Horton Cargo Haulers, LLC Debt Securities, Prime + 1%, Due date 4/17/2023; 5.75 at 2019	N/A		1,920,000	1,920,000	0%		—	—
Toledo Solar, Inc. Debt Securities, Prime + margin, Due date 5/30/2024; 7.75% at 2019	N/A		5,000,000	5,000,000	0%		—	—
Global Cooling, Inc. Debt Securities, Prime + margin, Due date 9/7/2023; 10.08863% at 2019	N/A		1,750,000	1,750,000	0%		—	—
Commercial Cutting & Graphics, LLC Debt Securities, Prime + 3%, Due date 6/13/2024; 7.75% at 2019	N/A		$ 525,000	$ 525,000	0%		$ —	$ —
AMG Industries Real Estate, LLC Debt Securities, Prime + 1%, Due date 7/2/2025; 5.75% at 2019	N/A		$ 2,934,500	$ 2,934,500	0%		$ —	$ —
AMG Industries, LLC Debt Securities, Prime + 1%, Due date 7/2/2025; 5.75% at 2019	N/A		$ 2,065,500	$ 2,065,500	0%		$ —	$ —
Turn-Key Industrial Services, LLC Debt Securities, Prime + 4%, Due date 9/11/2023; 8.75% in 2019	N/A		1,800,000	1,800,000	0%		—	—
Total Manufacturing Investments	N/A		28,300,000	25,700,000	71%		6,730,000	6,730,000

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Number of Shares	Cost	Fair Value	Percentage of Equity	Number of Shares	Cost	Fair Value
Services:								
Delcan Distillers								
Series A Preferred Stock	N/A	936,000	936,000	754,806	8%	936,000	936,000	754,806
Student Service Center, LLC								
Debt Securities, Prime + 2%, Due date 12/31/2023; 6.75% at 2019 and 7.5% at 2018	N/A		600,000	600,000	6%		600,000	600,000
RN Industries Trucking								
Debt Securities, 6% at 2019, Due date 1/15/2024	N/A		1,500,000	1,500,000	0%		—	—
Total Services Investments	N/A		3,036,000	2,854,806	14%		1,536,000	1,354,806
Cattle Ranching and Farming:								
Luther Griffin Farm								
Debt Securities, 30 Day LIBOR + 3.5% (floor 5.5%), Due date 9/17/2023; 5.5% at 2019 and 5.99888% at 2018	N/A		3,800,000	3,800,000	40%		3,800,000	3,800,000
Keith Griffin Farms								
Debt Securities, Prime rate (floor 5%), Due date 3/8/2024; 5.0% at 2019	N/A		1,800,000	1,800,000	0%		—	—
Total Cattle Ranching & Farming Investments	N/A		5,600,000	5,600,000	40%		3,800,000	3,800,000
Farm Management Services:								
Blackdirt Farm Management, LLC								
Debt Securities, 6% at 2019 and 2018, Due date 12/12/2023	N/A		2,387,850	2,387,850	21%		2,000,000	2,000,000
Series A Preferred Stock	N/A	200,000	200,000	200,000	0%		—	—
Second Century Ag, LLC								
Debt Securities, 8% at 2019, Due date 12/12/2023	N/A		3,000,000	3,000,000	0%		—	—
Total Farm Management Services Investments	N/A		5,587,850	5,587,850	21%		2,000,000	2,000,000

See accompanying notes.

Enhanced Capital Group, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Number of Shares	Cost	Fair Value	Percentage of Equity	Number of Shares	Cost	Fair Value
Hospitality:								
Soap Creek Marina & Resort, LLC Debt Securities, Prime + 0.25%, Due date 3/29/2024; 5.0% at 2019	N/A		$ 1,000,000	$ 1,000,000	0%		$ —	$ —
Total Hospitality Investments	N/A		1,000,000	1,000,000	0%		—	—
Technology:								
Nimbix, Inc. Series B-2 Preferred Stock	N/A	77,987	750,000	945,969	10%	77,987	750,000	945,969
Wenzel Spine, Inc. Series B Preferred Stock	N/A	1,137,138	1,000,000	511,073	5%	1,137,138	1,000,000	511,073
MacroFab, Inc. Series A Preferred Stock	N/A	461,810	750,000	442,164	4%	461,810	750,000	351,780
Ortho Kinematics, Inc. Series D Preferred Stock	N/A	891,876	1,000,000	—	0%	891,876	1,000,000	5,173
Blyncsy, Inc. Convertible Debt Securities, 2% at 2019, Due date 9/21/2020	N/A		200,000	200,000	0%		—	—
Xomi, Inc. Series A Preferred Stock	N/A	240,384	100,000	100,000	0%		—	—
Total Technology Investments	N/A		3,800,000	2,199,206	19%		3,500,000	1,813,995
Total Investments	N/A		$47,323,850	$42,941,862	165%		$17,566,000	$15,698,801
Summary of Securities								
Debt Securities	N/A		$42,087,850	$39,487,850	133%		$12,630,000	$12,630,000
Equity Securities	N/A		5,236,000	3,454,012	32%		4,936,000	3,068,801
Total Investments	N/A		$47,323,850	$42,941,862	165%		$17,566,000	$15,698,801

See accompanying notes.

Enhanced Capital Group, LLC

Notes to Consolidated Financial Statements

December 31, 2019

1. Summary of Significant Accounting Policies

The following is a summary of the significant accounting policies used by Enhanced Capital Group, LLC (ECG or the Company) in the preparation of its consolidated financial statements in accordance with accounting principles generally accepted in the United States.

Basis of Presentation and Description of Business

ECG Acquisition, LLC was formed on November 25, 2013, for the purpose of acquiring businesses that provide finance and asset management services. The name was subsequently changed to ECG and on December 23, 2013, the Company entered into an Equity and Note Purchase Agreement by and among the Company and Enhanced Capital Partners, LLC (f/k/a Enhanced Capital Partners, Inc. and "ECP"), to acquire ECP's federal and state tax credit finance business and asset management businesses (the "Transaction"). ECG is an alternative asset manager and provider of tax credit transaction and consulting services. The alternative asset management business includes the management of debt-focused private equity funds through various entities which are wholly-owned by Enhanced Asset Management, LLC ("EAM"), which is a wholly-owned subsidiary of ECG. The Company also provides a wide range of transaction and consulting services for New Market Tax Credit ("NMTC"), Historic Tax Credit ("HTC"), Renewable Tax Credit ("RETC"), and various state tax credit ("STC") opportunities through various entities which are wholly-owned subsidiaries of Enhanced Tax Credit Finance, LLC ("ETCF"), which is a wholly-owned subsidiary of ECG.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All wholly-owned subsidiaries are consolidated. Intercompany accounts and transactions are eliminated in consolidation.

The Company and its subsidiaries have interests in variable interest entities and do not consolidate any of the entities since they do not have the majority of variability in the expected losses or the expected residual returns of such entities and are not the primary beneficiary, nor are they the entities that make economic decisions about the underlying economic activity. The Company employs the equity method of accounting for investments in business entities when it has the ability to exercise significant influence over the operating and financial policies of the entities. These include its minority interests in various investment funds described in Note 3. The cost method is used when the Company does not have the ability to exert significant influence. These include its variable interests in various NMTC and STC entities described in Note 2.

The table below summarizes ECG and its subsidiaries' investments in unconsolidated subsidiaries as of December 31, 2019 and 2018, respectively:

	December 31, 2019	December 31, 2018
ESBIC entities (Note 3)	**$ 31,456**	$ 128,010
Hark entities (Note 3)	**1,402,454**	887,241
TL GP (Note 3)	**488,123**	508,098
Various tax credit entities (Note 2)	**233,743**	229,981
Total	**$ 2,155,776**	$ 1,753,330

1. Summary of Significant Accounting Policies (continued)

Regulatory Matters

Enhanced Community Development, LLC ("ECD"), manages the NMTC activities of the Company. ECD has received an aggregate of $305 million in NMTC allocation authority from the Community Development Financial Institutions Fund of the U.S. Department of Treasury (CDFI Fund).

The NMTC program provides investors such as financial institutions, insurance companies, investment funds, corporations, and other entities with credits against federal income taxes they incur. NMTCs are passed through from ECD to an investor for each Qualified Equity Investment (QEI) made in a Community Development Entity (CDE) certified as such by the CDFI Fund. The investor receives the tax credits over a seven-year period for each QEI, equal to a percentage of the QEI amount that varies by state for investment in the NMTC program. The CDE uses the QEI proceeds to make Qualified Low-Income Community Investments (QLICIs) to Qualified Active Low-Income Community Businesses (QALICBs). QLICIs include loans to or equity investments to QALICBs or other CDEs. To receive NMTCs, the CDE must comply with various federal requirements. These requirements include, but are not limited to, making QLICIs within one year of receiving the QEI. If QEI funds are not kept continuously invested in QLICIs through a seven-year compliance period, the investors risk recapture of previously taken tax credits plus penalties and interest thereon.

J4T participates in the Texas Small Business Venture Capital Program (Jobs for Texas) pursuant to an Allocation Agreement between the United States Department of the Treasury and the Texas Department of Agriculture (TDA) under the State Small Business Credit Initiative Act (SSBCI Act). The SSBCI Act was enacted to provide investment capital to qualified small businesses that were underserved by conventional capital markets.

The Company has a 21.4% ownership in Enhanced Small Business Investment Company, GP, LLC (ESBIC, GP) which is the general partner of Enhanced Small Business Investment Company, LP (ESBIC), a Delaware limited partnership formed on July 18, 2011. The Company accounts for its 21.4% interest in ESBIC, GP using the equity method of accounting. ESBIC's principal investment objective is to maximize portfolio return from business entities located in the United States by generating current income from debt investments and capital appreciation from equity and equity-related investments, including warrants, convertible securities and other rights to acquire equity securities in a portfolio company.

On March 28, 2012, ESBIC was licensed by the Small Business Administration (SBA) to operate as a Small Business Investment Company (SBIC) under Section 301(c) of the Small Business Investment Act of 1958. As an SBIC, ESBIC is subject to a variety of regulations concerning, among other things, the size and nature of the companies in which it may invest and the structure of those investments. Under SBA regulations, SBICs may make loans to eligible small businesses, invest in the equity securities of such businesses and provide them with consulting and advisory services.

Under current SBA regulations, eligible small businesses generally include businesses that (together with their affiliates) have a tangible net worth not exceeding $18.0 million and have average annual net income after federal income taxes not exceeding $6.0 million (average net income to be computed without benefit of any carryover loss) for the two most recent fiscal years. In addition, an SBIC must devote 25% of its investment activity to "smaller" concerns as defined by the SBA. A smaller concern generally includes businesses that have a tangible net worth not exceeding $6.0 million and have average annual net income after federal income taxes not exceeding $2.0 million (average net income to be computed without benefit of any net carryover loss) for the two most recent fiscal years. SBA regulations also provide alternative size standard criteria to determine eligibility for designation as an eligible small business or smaller concern, which criteria depend on the industry in which the business is engaged and are based on such factors as the number of employees and gross revenue.

1. Summary of Significant Accounting Policies (continued)

The SBA prohibits an SBIC from providing funds to small businesses for certain purposes, such as relending and investment outside the United States, to businesses engaged in certain prohibited industries, and to certain "passive" (nonoperating) companies. In addition, without prior SBA approval, an SBIC may not invest an amount equal to more than 30% of the SBIC's regulatory capital in any one portfolio company.

On November 30, 2017 Enhanced Capital Utah Rural Fund ("UTRF"), a wholly-owned subsidiary of ETCF, was authorized by the Utah Governor's Office of Economic Development ("GOED") to become a Rural Investment Company under Utah Code 63N-4-301 under the Rural Jobs Act and was allotted a $14,000,000 of investment authority with $8,120,000 in Utah tax credits. UTRF must make investments in statutory-defined eligible Utah small businesses to earn the credits.

On April 26, 2018 Enhanced Capital Georgia Rural Fund, LLC ("GARF"), a wholly-owned subsidiary of ETCF, was authorized by the Georgia Department of Community Affairs ("DCA") under Georgia Code 560-7-8-.63 Agribusiness and Rural Jobs Tax Credit to become a Rural Fund under the Georgia Agribusiness and Rural Jobs Act and was allotted $20,000,000 of investment authority with $12,000,000 in Georgia tax credits. GARF must make investments in statutory-defined eligible Georgia small businesses to earn the credits.

On June 18, 2018 Enhanced Capital Ohio Rural Fund, LLC ("OHRF"), a wholly-owned subsidiary of ETCF, was authorized by the Ohio Development Services Agency ("ODSA") under Ohio Code 122.154 to become a rural business growth fund under the Ohio Rural Jobs and Investment Act and was allotted $25,000,000 of investment authority with $15,000,000 in Ohio tax credits. OHRF must make investments in statutory-defined eligible Ohio small businesses to earn the credits.

The Company believes its subsidiaries are in compliance with the various regulatory statutes as of December 31, 2019 and 2018, respectively.

Permanent Capital Funds

One of the Company's business objectives is to participate in state-focused tax credit programs adopted by various states throughout the United States as described above. The Company has formed a Utah NMTC fund, UTRF, GARF, and OHRF as state-focused funds ("Funds") whose principal investment objective is to maximize portfolio return by generating current income from debt investments and capital appreciation from equity and equity-related investments, including warrants, convertible securities, and other rights to acquire equity securities in a portfolio company. The Company's portfolio investments are debt and equity investments in small and emerging private companies through these funds.

These funds issue qualified debt or equity instruments to tax credit investors in exchange for cash. The gross proceeds of these instruments are used to make targeted investments in qualified businesses and are recorded as Investments at estimated fair value on the accompanying consolidated balance sheets. Such investments are accounted for using the fair value method of accounting, as described in Accounting Standards Codification (ASC) 946, Financial Services — Investment Companies. Participation in each state program legally entitles the participant to receive (or earn) tax credits from the state upon satisfying quantified, defined investment percentage thresholds and time requirements. In order to maintain its state-issued certifications, each fund must make Investments in Qualified Businesses in accordance with these requirements. These state requirements are mirrored in the limitations agreed to by each fund in its written contractual agreements with its tax credit investors and limit the activities of the fund in accordance with state regulations.

1. Summary of Significant Accounting Policies (continued)

Revenue Recognition

Asset management fee income, from the Company's asset management operations, is recognized on the accrual basis of accounting over the service period, provided collection is probable. Tax credit fee income, consisting primarily of compliance and transaction fees from the Company's tax credit transaction and consulting operations, is recognized on the accrual basis of accounting. Transaction fees are recognized when the transaction is consummated and the earnings process is complete.

Interest income earned by the Company is recognized on the accrual basis of accounting. Dividend income earned by the Company from equity investments is recognized when declared by portfolio companies.

Interest income on loans is generally accrued on the principal balance outstanding. The accrual of interest income on loans is discontinued when the receipt of principal and interest on a timely basis becomes doubtful. In such cases, interest is recognized at the time of receipt. A reserve for possible losses on interest receivable is maintained when appropriate.

Income from state tax credits on the Permanent Capital Funds will be recognized when the Company fulfills the statutory requirements including, among other requirements, investing and maintaining its investment authority throughout the compliance period (the "Investment Benchmarks"). The Company must achieve the Investment Benchmark by certain dates and also must maintain this amount through the end of the compliance period as defined in the various state statutes. Once the Company reaches the Investment Benchmarks, the state generally cannot recapture the tax credits and the Company will recognize revenue from the tax credits. The following table depicts the Investment Benchmarks for revenue recognition:

Program	Initial Investment Benchmark Date	End of Compliance Period	Outstanding Balance	Investment Benchmark (% of Investment Amount)
Utah NMTC	December 4, 2015	December 4, 2021	$16,666,666	85%
UTRF	December 27, 2020	December 27, 2024	14,000,000	100%
GARF	June 22, 2020	June 22, 2024	20,000,000	100%
OHRF	August 14, 2020	August 14, 2025	25,000,000	100%

The cost of each specific security is used to determine gains or losses on sales of securities. Such gains or losses are reported as a component of realized gains (losses). Purchases and sales of investments are recorded on a trade-date basis.

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* (ASC 820), establishes a hierarchy that prioritizes inputs to valuation techniques used to measure fair value and requires companies to disclose the fair value of their financial instruments according to a fair value hierarchy (i.e., Level 1, 2, and 3 inputs, as defined). The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. Additionally, companies are required to provide enhanced disclosure regarding instruments in the Level 3 category (which use inputs to the valuation techniques that are unobservable and require significant management judgment), including a reconciliation of the beginning and ending balances separately for each major category of assets and liabilities.

1. Summary of Significant Accounting Policies (continued)

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

Level 1 Inputs — Quoted prices (unadjusted) in active markets for identical assets or liabilities at the reporting date. Level 1 assets include listed mutual funds, equities, and certain debt securities.

Level 2 Inputs — Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities that are not active; and inputs other than quoted market prices that are observable, such as models or other valuation methodologies.

Level 3 Inputs — Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgment or estimation. Assets included in this category generally include direct private equity investments, general and limited partnership interests in private equity funds, and funds of funds.

The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and the consideration of factors specific to the financial instrument.

Investments

The Company records its investments at fair value, as determined by management. Such values are generally considered to be the amount that the Company might reasonably expect to receive for its investments if negotiations for sale were entered into on the valuation date. Valuation as of any particular date, however, is not necessarily indicative of an amount that the Company may ultimately realize as a result of a future sale or other disposition of the investment. The estimated fair value is determined by taking into consideration the cost of the investments; internal or third-party valuation models; the price at which unaffiliated investors have purchased the same or similar securities; developments concerning the company to which such investments relate subsequent to the acquisition of such investments; the financial condition and cash flow projections of the underlying company; price/earnings ratios; cash flow multiples, equity/sales ratios, or other appropriate financial measures of publicly traded companies within the same industry; and other such relevant factors. Changes to the fair values of investments are recognized in income.

Equity investments, other than common stock, have various liquidity features with the underlying financial instrument. These features typically include cumulative and noncumulative dividends, detachable warrants, and redeemable and convertible options. In most instances, the Company has voting representation on the investee's Board of Directors.

Debt investments can include senior and mezzanine loans, which are loans that are usually subordinate to senior debt, may have some equity features, and generally reflect a level of risk moderately higher than traditional bank financing or senior debt with entities that have a higher risk profile.

Income, consisting of interest, dividends, fees, other investment income, and realization of gains or losses on equity interests, can fluctuate dramatically upon repayment of an investment or sale of an equity interest and in any given year can be highly concentrated among several investees.

The Company's investments carry a number of risks including, but not limited to: (1) investing in companies which have a limited operating history and financial resources; (2) investing in senior subordinated debt which

1. Summary of Significant Accounting Policies (continued)

ranks equal to or lower than debt held by other investors; and (3) holding investments that are not publicly traded. The Company evaluates the credit risk of its investees at the time of the investment and on a consistent basis going forward. The Company generally requires collateral for its debt investments. The maximum amount of loss due to credit risk of the Company is the fair value of its investments, which has been recognized in the accompanying consolidated financial statements. There may also be risk associated with the concentration of investments in certain geographic regions or in certain industries.

Share-based Compensation

The Company accounts for all share-based payments in the income statements based on their estimated fair value in accordance with Financial Accounting Standards Board (FASB) ASC Topic 718, Compensation — Stock Compensation for awards to employees. See Note 13.

Derivative Financial Instruments

The Company does not use derivatives to hedge exposures to cash flow, market, or foreign currency risks. The Company reviews the terms of debt instruments issued to determine whether there are embedded derivative instruments that are required to be bifurcated and accounted for separately as a derivative financial instrument. When the risks and rewards of an embedded derivative instrument are not “clearly and closely” related to the risks and rewards of the host instrument, the embedded derivative instrument is generally required to be bifurcated and accounted for separately as a derivative financial instrument.

Derivative financial instruments are required to be initially measured at their fair value and is then re-valued at each reporting date, with changes in fair value being reported as charges or credits to income. Fair value is based on a discounted cash flow analysis to determine the present value of the future obligations.

Income Taxes

No provision is made in the consolidated financial statements for federal income taxes because ECG’s results of operations are allocated directly to its members. ECG is subject to state and local income taxes in certain state and local jurisdictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the Company to report information regarding its exposure to various tax positions taken by the Company. The Company has determined whether any tax positions have met the recognition threshold and has measured the Company’s exposure to those tax positions. Management believes that the Company has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Any interest or penalties assessed to the Company are recorded in operating expenses. No interest or penalties from any taxing authorities were recorded in the accompanying consolidated financial statements. Federal, state, and local taxing authorities generally have the right to examine and audit the previous three years of tax returns filed.

Cash and Cash Equivalents

The Company considers unrestricted cash in banks and investments with original maturities of 90 days or less to be cash and cash equivalents.

1. Summary of Significant Accounting Policies (continued)

Restricted Cash

As of December 31, 2019 and 2018, the Company maintained cash on deposit for various purposes as described in the table below:

Purpose	December 31, 2019	December 31, 2018
Investments in qualified rural business	$ 16,643,259	$ 46,416,383
Cash held in escrow for third parties	489,010	890,839
Interest reserve for State tax credit notes payable	3,775,750	8,022,654
Interest reserve for State program notes payable	—	728,635
Total Restricted cash	**$ 20,908,019**	**$ 56,058,511**

Accounts Receivable

Accounts receivable are carried at their outstanding principal amounts, less an anticipated amount for discounts and an allowance for doubtful accounts if management believes it is necessary to cover potential credit losses based on historical experience.

Debt Issuance Costs

The Company amortizes debt issuance costs over the life of the associated notes using the effective interest method. This amount is classified as interest expense in the accompanying consolidated statement of operations.

Goodwill

The Company tests Goodwill for impairment at the entity level on an annual basis, and more frequently if circumstances indicate impairment may have occurred, by performing a qualitative assessment to determine if it is more likely than not that the fair value of the Company's operating entities is less than their respective carrying values. The Company identified the consolidated operating entity as the reporting level for testing the impairment of goodwill. If it is determined that it is more likely than not that an operating entity's fair value is less than its carrying value or when the quantitative approach is used, a two-step quantitative assessment is performed to (a) calculate the fair value of the operating entity and compare it to its carrying value, and (b) if the carrying value exceeds its fair value, to measure an impairment loss.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expense during the reporting period. The most significant estimate for the Company is with respect to valuation of investments. Actual results could differ from those estimates.

Recently Adopted Accounting Standards

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers (Topic 606), which requires a company to recognize revenue when the company

1. Summary of Significant Accounting Policies (continued)

transfers control of promised goods and services to the customer. Revenue is recognized in an amount that reflects the consideration a company expects to receive in exchange for those goods and services. The Company adopted Topic 606 using the modified retrospective approach on January 1, 2019, which did not result in a change in the Company's measurement or recognition of revenues.

2. Tax Credit Finance

The Company manages its tax credit finance businesses through ETCF's wholly-owned subsidiaries described in this note. Some of these subsidiaries own nominal interests, typically under 1.0%, in various variable interest entities and record these investments under the cost method of accounting. See Principles of Consolidation in Note 1 for a description of how the method of accounting was determined.

ECD owns a nominal interest ranging from 0.01% to 0.1% in several subsidiary CDEs (sub-CDEs). As of December 31, 2019 and 2018, respectively, ECD held investments in sub-CDEs totaling $75,393 and $71,631, respectively. These amounts were included in investments in unconsolidated subsidiaries on the accompanying consolidated balance sheets. The maximum amount of loss due to the Company's involvement with variable interest entities is the carrying value of its investments.

ECD is the managing member of the sub-CDEs. ECD earns fee income from two primary sources: transaction fees and asset management fees. Transaction fees and asset management fees were $2,191,066 and $1,846,198, respectively, for the year ended December 31, 2019. Transaction fees and asset management fees were $1,713,989 and $2,063,619, respectively, for the year ended December 31, 2018.

Enhanced Capital Consulting, LLC ("ECC") manages the tax credit consulting activities of the Company. As of December 31, 2019 and 2018, respectively, ECC held investments in variable interests in NMTC and STC entities of $158,350. These amounts were included in investments in unconsolidated subsidiaries on the accompanying consolidated balance sheets. The maximum amount of loss due to the Company's involvement with variable interest entities was the carrying value of its investment.

ECC earns fee income primarily from consulting services related to state tax credit transactions. The STC Fund invests in rehabilitation projects that earn state tax credits and then transfers its interest or sells the tax credits to tax credit investors. ECC earns a management fee for sourcing the investments and finding tax credit investors. For the year ended December 31, 2019 and 2018, ECC management and consulting fees were $2,906,882 and $2,329,171, respectively.

Enhanced Capital HTC Manager, LLC ("HTC Manager") sources and manages equity investments for investors in projects eligible to receive federal historic tax credits. HTC Manager earns and receives a base management fee for management services as the investment companies reach certain compliance milestones. For the years ended December 31, 2019 and 2018, base management fees were $1,271,356 and $875,750, respectively. HTC Manager is also eligible to receive an incentive management fee based on cash flows from the Projects. For the years ended December 31, 2019 and 2018, the incentive management fees were $113,597 and $111,312, respectively. Revenue from this fee is recognized ratably over the five-year compliance period as services are delivered.

Enhanced Capital RETC Manager, LLC ("RETC Manager"), sources and manages equity investments for third-party investors in projects eligible to receive federal renewable energy tax credits. RETC Manager receives an incentive management fee payment based on cash flows from the Projects. For the years ended December 31, 2019 and 2018, management fees recognized were $1,601,579 and $1,244,671, respectively.

2. Tax Credit Finance (continued)

Enhanced Tax Credit Lending, LLC ("TC Lending") primary objective is to originate tax credit bridge loans on behalf of third-party private lenders. TC Lending receives an origination fee and incentive fees for each loan and bears no risk associated with the loans. For the years ended December 31, 2019 and 2018, origination and incentive fees were $353,835 and $438,169, respectively.

Enhanced Tax Credit Manager, LLC ("TC Manager") manages various tax credit investments on behalf of tax credit investors. TC Manager receives management fees based on its agreements with each investor. For the years ended December 31, 2019 and 2018, management fees were $205,333 and $179,517, respectively.

3. Asset Management

The Company manages its alternative asset management funds through various unconsolidated subsidiaries and records these investments under the equity method of accounting. See Principles of Consolidation in Note 1 for a description of how the method of accounting was determined.

The Company has a 21.4% ownership interest in ESBIC GP. The Company has recorded its share of loss in the amount of $106,257 and $351,187 for the years ended December 31, 2019 and 2018, respectively. For the years ended December 31, 2019 and 2018, ECG made no capital contributions and received distributions of $0 and $39,983 from ESBIC GP, respectively. ECG's investment in ESBIC GP was $0 and $106,257 as of December 31, 2019 and 2018, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

Enhanced Capital SBIC Management, LLC ("ESBIC Management") is engaged by ESBIC GP to provide fund management services. The Company has a 50% ownership interest in the ESBIC Management. The Company recorded its share of income in the amount of $9,703 and $0 for the years ended December 31, 2019 and 2018, respectively. ECG's investment in ESBIC Management was $31,456 and $21,753 as of December 31, 2019 and 2018, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets. Also, the Company has an Administrative and Support Service Agreement (the Agreement) with ESBIC Management. Under the agreement, the Company provides administrative and back-office support services to the ESBIC Management. The Company recognized $795,605 and $1,644,102 of management fee income under this arrangement during the years ended December 31, 2019 and 2018, respectively.

As of December 31, 2019 and 2018, the Company held a 32.0% and 38.0% ownership interest in Hark Capital I GP, LLC ("Hark I GP"), respectively. For each of years ended December 31, 2019 and 2018, the Company has recorded its share of earnings in the amount of $402,219 and $397,121, respectively. For the years ended December 31, 2019 and 2018, ECG made no capital contributions and received distributions of $223,662 and $136,890, respectively. As of December 31, 2019 and 2018, ECG's investment in Hark I GP was $1,065,798 and $887,241, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

The Company has a 20.0% ownership interest in Hark Capital II GP, LLC ("Hark II GP"). The Company has recorded its share of earnings in the amount of $348,614 and $26,900 for each of the years ended December 31, 2019 and 2018, respectively. For the years ended December 31, 2019 and 2018, ECG made no capital contributions and received distributions of $11,958 and $26,900, respectively. As of December 31, 2019 and 2018, ECG's investment in Hark II GP was $348,614 and $0, respectively.

3. Asset Management (continued)

Hark Capital I Management, LLC ("Hark I Management") is engaged by Hark I GP to provide fund management services. On May 9, 2018, the Company sold its interest in Hark I Management through an Asset Purchase Agreement (APA). Prior to the sale, the Company has an Administrative and Support Service Agreement (the Agreement) with Hark I Management. Under the agreement, the Company provides administrative and back-office support services to Hark I Management. The Company recognized $0 and $665,000 of management fee income under this arrangement during the years ended December 31, 2019 and 2018, respectively.

Enhanced Asset Management, LLC ("EAM"), owns incentive common units (ICUs) in Tree Line Direct Lending, GP ("TL GP"). The Company has recorded its share of earnings in the amount of $267,800 and $209,578 for the years ended December 31, 2019 and 2018, respectively. For the years ended December 31, 2019 and 2018, ECG made no capital contributions and received distributions of $287,775 and $365,411, respectively, from TL GP. EAM's investment in TL GP was $488,123 and $508,098 as of December 31, 2019 and 2018, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

Enhanced Puerto Rico, LLC ("EPR"), primary objective is to co-manage a public welfare fund in Puerto Rico. EPR receives a management fee of 1.00% of the capital committed by the investor of the public welfare fund. For each of the years ended December 31, 2019 and 2018, management fees were $500,000.

4. ECP Note Receivable

On December 23, 2013, in connection with the Transaction, ECP issued a note payable to ECG with a face amount of $77,114,529 (the "Note"). The Note was recorded at fair value of $40,560,971 since the Note carries a below market interest rate. The difference between the estimated fair value and stated value resulted in a discount being recorded in the amount of $36,553,558. The discount is amortized over the remaining life of the Note using the effective-interest amortization method. The Note accrues interest at the rate of 1.65% per annum through December 23, 2019, and Prime plus 2.0% from December 23, 2019 through December 23, 2021. Principal is due at maturity but may be prepaid without penalty.

The Note matures on December 23, 2021. Interest is due and payable on each December 23, commencing on December 23, 2014. The principal balance of the Note as of December 31, 2019 and 2018 was $50,598,855 and $58,555,003, respectively. As of December 31, 2019 and 2018, the unamortized discount of $5,408,893 and $10,024,157, respectively, is included as an offset to ECP note receivable, net of unamortized discount in the accompanying consolidated balance sheets. For the years ended December 31, 2019 and 2018, $4,615,263 and $5,469,043, respectively, of the discount was amortized and recorded to interest income in the accompanying consolidated statements of operations. In 2019, the Company ceased the accrual of interest income on the Note and recorded a valuation allowance in the amount of $9,096,805 against the balance of the receivable due to ECP not having sufficient distributable assets to pay off the note and accrued interest in full.

5. State NMTC Notes Receivable

As part of the Utah NMTC Fund discussed in Note 1, Enhanced Capital Utah NMTC Investment
Fund, LLC ("UTIF") issued subordinated notes to the Company who recorded these notes as State NMTC notes receivable on the accompanying consolidated balance sheets with balances of $6,762,500 as of December 31, 2019 and 2018, respectively. The notes receivable originally earned simple interest at a rate of 11.0%. On August 16, 2017, the terms of the note receivable were amended to increase the interest rate to 13.3%, compounding quarterly, and the maturity date was extended until October 27, 2029 to account for additional Federal NMTC deployed through UTIF.

5. State NMTC Notes Receivable (continued)

UTIF used these proceeds along with federal NMTC equity and a senior loan from the federal NMTC investor to make QLICI loans to QALICBs. The QLICI loans will generate Federal and Utah NMTC. The Utah NMTC are delivered to the UT Investors to satisfy the interest and principal payments on the UT NMTC notes payable described in Note 6. The principal and interest payments from the QLICI loans will repay the senior and subordinated notes. Management periodically reviews the need for a valuation allowance for the UTNI notes receivable based on the collectability of the underlying QLICI loans and in accordance with its accounting policy described in Note 1. Management considers a QLICI loan impaired when, based on current information or factors, it is probable that the Company will not collect the principal and interest payments contractually due. If a QLICI loan is impaired, management will evaluate its effect on the UTNI notes receivable and record a valuation allowance. As of December 31, 2019 and 2018, the Company recorded a valuation allowance of $0 and $474,897, respectively, as an offset to interest receivable and interest income related to the State NMTC notes receivable.

6. State Tax Credit Notes Payable

Some of the Company's subsidiaries have notes payable to various tax credit investors that were issued in connection with the various state tax credit programs discussed in Note 1. These notes are repaid either with tax credits or cash from the sale of tax credits and, in some cases, restricted cash held in an interest reserve account. These notes are included in State tax credit notes payable on the accompanying balance sheets.

As of December 31, 2019, the terms and outstanding balance are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
Utah NMTC	$ 1,946,485	$ —	$ 1,946,485	15%	March 1, 2021
GARF	10,863,595	—	10,863,595	8%	December 20, 2023
OHRF	13,445,552	—	13,445,552	8%	March 1, 2025
Total	**$26,255,632**	**$ —**	**$26,255,632**		

As of December 31, 2018, the terms and outstanding balance are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
Utah NMTC	$ 3,380,805	$ —	$ 3,380,805	15%	March 1, 2021
UTRF	5,600,000	84,102	5,515,898	8%	December 22, 2024
GARF	11,624,811	—	11,624,811	8%	December 20, 2023
OHRF	15,000,000	—	15,000,000	8%	March 1, 2025
Total	**$35,605,616**	**$ 84,102**	**$35,521,514**		

6. State Tax Credit Notes Payable (continued)

Principal maturities on the outstanding on State tax credit notes payable are as follows:

	Total
2020	$ 3,702,409
2021	5,295,045
2022	4,636,188
2023	5,860,632
2024	3,247,707
Thereafter	3,513,651
Total	**$ 26,255,632**

7. State Program Notes Payable

In connection with the various state tax credit programs discussed above, the Company's subsidiaries also issued notes to national financial institutions. These notes are repaid with cash earned on investments in qualified businesses and, in some cases, restricted cash held in an interest reserve account. These notes are included in State program notes payable on the accompanying balance sheets.

As of December 31, 2019, the terms and outstanding balance are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
UTRF	$ 7,000,000	$ 89,348	$ 6,910,652	8.0%	December 22, 2024
GARF	11,499,000	280,546	11,218,454	8.5%	December 22, 2024
OHRF	16,000,000	1,036,295	14,963,705	8.5%	February 14, 2025
Total	**$ 34,499,000**	**$ 1,406,189**	**$ 33,092,811**		

As of December 31, 2018, the terms and outstanding balance are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
UTRF	$ 7,000,000	$ 105,260	$ 6,894,740	8.0%	December 22, 2024
GARF	11,499,000	336,874	11,162,126	8.5%	December 22, 2024
OHRF	16,000,000	1,238,499	14,761,501	8.5%	February 14, 2025
Total	**$ 34,499,000**	**$ 1,680,633**	**$ 32,818,367**		

Principal maturities on the outstanding on State tax credit notes payable are as follows:

	Total
2020	$ —
2021	—
2022	—
2023	—
2024	18,499,000
Thereafter	16,000,000
Total	**$ 34,499,000**

8. Unearned Premium Tax Credits

For the years ended December 31, 2019 and 2018, the Company recognized $7,485,000 and $5,620,000, respectively, in unearned premium tax credits that were used to reduce principal and interest on the notes by delivering tax credits to the holders of the notes as described in Note 6. The tax credits are classified as unearned until all programmatic requirements are met as described in Note 1.

9. Revolving Credit Facilities

The Company has two revolving credit facilities with regional financial institutions in the form of revolving loans that are restricted solely for the purchase of allocable state tax credits from various state tax credit incentive programs. As of December 31, 2019 and 2018, the Company's investment in allocable state tax credits was $2,943,102 and $1,227,022, respectively.

On May 12, 2017, the Enhanced State Tax Credit Fund II, LLC (STC Fund II), a wholly owned subsidiary of ECC, entered into an $8,000,000 bank credit facility with a regional financial institution. The facility bears interest at a rate equal to the greater of 0.25% above the Prime Rate or 3% per annum. The facility was renewed and matures on September 27, 2020. As of December 31, 2019 and 2018, respectively, there was no outstanding balance under the credit facility. As of December 31, 2019 and 2018, the STC Fund II had net unamortized deferred financing costs of $11,520 and $26,880, respectively, classified as Other assets on the accompanying consolidated balance sheets.

On June 16, 2017, the Enhanced State Tax Credit Fund III, LLC (STC Fund III), a wholly owned subsidiary of ECC, entered into a $6,000,000 bank credit facility with a regional financial institution. The facility bears interest at a rate equal to 0.25% above the Prime Rate. On June 12, 2019 the facility was amended to extend the maturity to December 15, 2020 and to increase the maximum amount available under the facility up to $10,000,000. As of December 31, 2019 and 2018, the credit facility had an outstanding balance of $2,943,102 and $1,226,794, respectively. As of December 31, 2019 and 2018, the STC Fund III had net unamortized deferred financing costs of $15,972 and $0, respectively, classified as Other assets on the accompanying consolidated balance sheets.

10. Investment Firm Notes

In connection with the Transaction completed on December 23, 2013, ECG entered into an Equity and Note Purchase Agreement with a private investment firm. The face amount of the Note is $40,000,000 and bears interest at a rate of 8.00% payable annually in arrears. No principal payments are required until maturity on December 23, 2021. Additionally, the Note provides the private investment firm with a 48% ownership interest in the Company, which was not affected by the retirement and repayment of the Note as discussed below.

This debt instrument represents a hybrid financial instrument that requires the proceeds to be allocated amongst the debt and equity components based on the relative fair value of each. A discount rate of 9.72% was used to compute the respective fair values. The value assigned to the equity component, $3,840,000, which was the estimated fair value, was based on a fair value analysis of the Company. The difference between the Note cash proceeds and this estimated fair value of the debt component, $36,160,000, was recorded as a debt discount of $3,840,000 and will be amortized into interest expense over the life of the Note, utilizing the effective interest method.

10. Investment Firm Notes (continued)

On June 28, 2019, the Company retired the notes and repaid the $26,011,861 principal outstanding and $2,152,608 unpaid accrued interest as of that date. The related unamortized debt issuance costs and unamortized discount were written off as a charge to interest expense in the amount of $311,724 and $1,697,926, respectively.

On June 28, 2019, the Company entered into a Loan and Security Agreement with a private investment firm lender. Borrowings under this agreement provide for a $5,000,000 revolving credit facility and a $50,000,000 term loan with a maturity date of June 28, 2024. The term loan was recorded at face value, offset by $1,265,667 of debt issuance costs, which will be amortized into interest expense over the life of the Note, utilizing the effective interest method. The term loan bears interest at an annual rate equal to the lessor of (i) LIBOR Rate plus the Applicable Margin, or (ii) the maximum rate of interest allowed by applicable laws. No principal payments are required until April 1, 2020 in accordance with the principal repayment schedule. The Company had $40,250,000 outstanding under the Note as of December 31, 2019. As of December 31, 2019, the unamortized discount of $1,137,014 is included as an offset to investment firm notes payable in the accompanying consolidated balance sheets. The outstanding balance under the revolver was $0 as of December 31, 2019.

For the period ended December 31, 2019, $128,653 of amortization of debt issuance cost was recorded to interest expense in the accompanying consolidated statements of operations.

The Company utilized the net proceeds from the term loan issuance to repay indebtedness outstanding as of June 28, 2019 under the Company's $40 million Investment Firm Note, the Series 3 Notes, and a portion of the Series 4 Notes. See Note 11.

11. Redemption Notes

In connection with the Transaction completed on December 23, 2013, ECP transferred certain subordinated notes payable (the "Series 3 Notes," "Series 4 Notes," or collectively the "Redemption Notes") with an aggregate face value of $46,114,530 to ECG. In accordance with the provisions of ASC 805, the Notes were recorded at fair value of $18,224,695 as consideration in the business combination. The difference between the estimated fair value and stated value resulted in a discount being recorded in the aggregate amount of $27,889,835. The discount will be amortized over the remaining life of the Redemption Notes using the effective-interest amortization method. Series 3 Notes accrue simple interest at the rate of 1.64% per annum, compounding semiannually. Principal and any accrued but unpaid interest on each Series 3 Note is due on June 30, 2020. A discount rate of 16.0% was used to compute the fair value of the notes. Series 4 Notes accrue interest at the rate of 1.80% per annum, compounding quarterly. Principal and any accrued but unpaid interest on each Series 4 Note is due on December 23, 2021. A discount rate of 20.0% was used to compute the fair value of the notes.

Interest is due and payable on the Redemption Notes annually on December 31 in an amount equal to 50% of all interest that accrued during the calendar year, provided that all accrued and unpaid interest is due and payable in full on the final maturity for each series of Redemption Notes.

The Redemption Notes issued are subordinate and junior in right of payment to the Investment Firm Notes of the Company.

On June 28, 2019, the Company retired and repaid the Series 3 Notes in full, and repaid a portion of the Series 4 Notes outstanding. Repayment of the Series 3 Notes included payment of $4,995,682 principal outstanding and $321,066 unpaid accrued interest as of that date. Partial repayment of the Series 4 Notes included $8,866,553

11. Redemption Notes (continued)

payment of principal outstanding and $1,954,888 payment of accrued interest. The related unamortized discounts for the Series 3 and Series 4 Notes were written off as a charge to interest expense in the amount of $298,712 and $4,025,759, respectively. The Series 4 Notes maturity date was also extended to December 28, 2024.

As of December 31, 2019 and 2018, the unamortized discount of $8,395,365 and $14,297,034 was included as an offset to Redemption notes payable, net of discount in the accompanying consolidated balance sheets. Principal outstanding on the Redemption Notes was as follows:

	December 31, 2019	December 31, 2018	Maturity Date
Series 3	$ —	$ 4,995,682	
Series 4	26,252,295	35,118,848	December 28, 2024
Total	**$ 26,252,295**	**$ 40,114,530**	

12. Contingent Interest

Prior to the Transaction completed on December 23, 2013, ECP had an outstanding note payable with a contingent interest feature, required to be bifurcated and accounted for separately as a derivative, whereby ECP would pay contingent interest to the holder concurrently with payments made on the Redemption Notes. The contingent interest liability was transferred to ECG as part of the Transaction. The rate of contingent interest is 14.9626% on the Redemption notes. The estimated fair value assigned to the contingent interest financial instrument is based on a discounted cash flow analysis to determine the present value of the future obligation.

As of December 31, 2019 and 2018, $1,799,546 and $4,032,105, respectively, was recorded in the accompanying consolidated balance sheets as the fair value of the derivative liability. For the years ended December 31, 2019 and 2018, the Company paid interest according to this agreement of $2,470,499 and $55,310, respectively. The derivative financial instrument is revalued at each reporting date at its fair value, with changes in fair value reported as charges or credits to other income or other expense. For the years ended December 31, 2019 and 2018, $237,940 and $661,634, respectively, were recorded to loss on derivative liability in the accompanying consolidated statements of operations.

13. Members' Equity

To provide long term incentives and attract and retain key members of management, ETCF established the 2015 Restricted Equity Incentive Plan ("Plan") which granted 1,125 incentive common units (ICUs) beginning January 1, 2015 to Management Members as defined in the Amended and Restated LLC Agreement dated January 1, 2015. The awarded units vest 5% (56.25 units) each quarter from the grant date with continued employment. In 2016, the Plan granted an additional 500 ICUs on January 1, 2016. The awarded units vest 5% (25 units) each quarter from the grant date with continued employment. As of December 31, 2019 and 2018, 1,525 and 1,200 of the units had vested, respectively.

The Company estimated the fair value of the ICUs at grant date using a discounted cash flow analysis of future amounts distributable to ICU holders assuming planned growth in fee income and expected cost structure. ETCF must reach a cash flow hurdle as defined in the Plan for the ICU holders to receive distributions and be allocated income. Accordingly, as the cash flow hurdle has not been met as of December 31, 2019 and 2018, respectively, no income is allocable to the non-controlling interest. For the years ended December 31, 2019 and 2018, $32,090

13. Members' Equity (continued)

and $64,457, respectively, was recorded as a non-cash expense related to the ICU issuances and included in general and administrative expense in the accompanying consolidated statements of operations.

14. Fair Value Disclosures

ASC 825, *Financial Instruments*, requires an entity to provide disclosures about the fair value of financial instruments. These financial instruments include cash and cash equivalents, receivables, investments in qualified businesses, payables and accrued expenses, unearned premium tax credits, derivatives, and notes payable.

The Company has segregated all financial assets and liabilities that are measured at fair value on a recurring basis into the most appropriate level within the fair value hierarchy based on the inputs used to estimate the fair value at the measurement date in the tables below. See Fair Value Measurements in Note 1 for a description of how fair value measurements are determined.

All realized and unrealized gains and losses on investments are included in earnings and are reported in net realized loss on investments and in net change in unrealized loss on investments, respectively, in the statement of operations.

The Company's policy is to recognize transfers in and transfers out as of the actual date of the event or change in circumstances that caused the transfer.

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level 3 of the fair value hierarchy as of December 31, 2019 and 2018.

	Fair Value at December 31 2019	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	**$ 39,487,850**	Discounted cash flows	Discount rate	2%–12%	7%
			ROI multiple	1.0x	1.0x
Equity securities	**500,000**	Enterprise value waterfall	Revenue multiple	1.7x	1.7x
	2,954,012	Transaction price	N/A	N/A	N/A

	Fair Value at December 31 2018	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	**$ 12,630,000**	Discounted cash flows	Discount rate		
			ROI multiple	6%–10% 1.0x	7% 1.0x
Equity securities	**500,000**	Enterprise value waterfall	Revenue multiple	1.7x	1.7x
	2,568,801	Transaction price	N/A	N/A	N/A

The significant inputs used in the measurement of debt securities include the discount rate. Increases (decreases) in the discount rate in isolation can result in a lower (higher) fair value measurement. The significant unobservable inputs used in the fair value measurement of equity securities are exit multiples, revenue multiples, and EBITDA multiples. Increases (decreases) in any of the exist multiples, revenue multiples, and EBITDA multiples in isolation can results in a higher (lower) fair value measurement.

14. Fair Value Disclosures (continued)

Changes in Level 3 assets measured at fair value on a recurring basis were as follows:

	Investments
Balance at December 31, 2017	$ 4,936,000
Purchases of investments	12,630,000
Unrealized loss on investments	(1,867,199)
Balance at December 31, 2018	$ 15,698,801
Purchases of investments	**34,837,850**
Proceeds from repayment of investments	**(5,080,000)**
Unrealized loss on investments	**(2,514,789)**
Balance at December 31, 2019	**$ 42,941,862**

Net unrealized losses on investments of $2,514,789 and $1,867,199 during the years ended December 31, 2019 and 2018, respectively, are related to portfolio company investments that were still held by the Company as of December 31, 2019 and 2018, respectively.

Changes in Level 3 liabilities measured at fair value on a recurring basis were as follows:

	Derivative Liability
Balance at December 31, 2017	3,425,781
Payment on derivative liability	(55,310)
Loss on derivative liability	661,634
Balance at December 31, 2018	4,032,105
Payment on derivative liability	**(2,470,499)**
Loss on derivative liability	**237,940**
Balance at December 31, 2019	**$ 1,799,546**

The carrying amount and estimated fair values, as well as the level within the fair value hierarchy, of the Company's financial instruments are included in the tables below. See Note 1, Summary of Significant Accounting Policies, for a description of how fair value measurements are determined.

Assets		December 31, 2019	December 31, 2018
	Level 1	$ —	$ —
Investments in qualified businesses(1)	Level 2	—	—
	Level 3	**42,941,862**	15,698,801
	Total	**$ 42,941,862**	$ 15,698,801

Liabilities		December 31, 2019	December 31, 2018
	Level 1	**$ —**	$ —
Derivative liability(2)	Level 2	—	—
	Level 3	**1,799,546**	4,032,105
	Total	**$ 1,799,546**	$ 4,032,105

(1) Includes debt and equity securities held by state-focused funds in underlying portfolio companies.

14. Fair Value Disclosures (continued)

(2) Derivative not designated as a hedging instrument.

15. Related party transactions

The Company entered into an Administrative Services Agreement with Enhanced Capital Partners, LLC to provide personnel and resources in order for the Company to operate its business units. The Company recognized $6,863,726 and $6,462,952 of general and administrative expenses under this arrangement for the years ended December 31, 2019 and 2018, respectively.

The Company entered into an Administrative Services Agreement with Tree Line Capital Partners, LLC to provide personnel and resources in order for the Company to operate its business units. The Company recognized $5,442 and $1,105,187 of general and administrative expenses under this arrangement for the years ended December 31, 2019 and 2018, respectively.

16. Goodwill

At December 31, 2019 and 2018, the Company performed its annual qualitative assessment for impairment of Goodwill by assessing qualitative indicators of impairment to determine if it is more likely than not that the fair value of the Company's operating entities is less than their respective carrying values. Based on the test performed, the Company did not identify any impairment loss as of December 31, 2019 or 2018. As of December 31, 2019 and 2018, the Company recorded $11,201,489 in Goodwill in the accompanying consolidated balance sheets.

17. SSBCI Program Obligation

In November 2011, J4T was approved by the TDA to be a participant in the Jobs for Texas program. J4T was awarded a $10,000,000 investment fund allocation which will be used to invest in qualifying small businesses headquartered within the state of Texas. The program requires a parallel investment be made with private capital for each dollar of allocation used to fund a qualifying business. On December 12, 2014, the performance agreement with the TDA was amended to reduce the investment fund allocation to $5,000,000. As of December 31, 2019 and 2018, the TDA had made cumulative capital contributions of $11,947,826 for investment in qualified businesses, the Company had outstanding capital called of $5,512,036, and had no remaining committed funding. As of December 31, 2019 and 2018, $3,157,268 and $2,642,634, respectively, were recorded as a SSBCI program obligation in the accompanying consolidated balance sheets.

18. Commitments and Contingencies

In the ordinary course of its business, the Company may enter into contracts or agreements that contain indemnifications. Future events could occur that lead to the execution of these provisions against the Company. Based on its history and experience, management believes that the likelihood of such an event is remote.

19. Revisions to Previously Issued Consolidated Financial Statements

These revised consolidated financial statements are prepared in order to meet the requirements prescribed in Regulation S-X, which specifies the form and content of the consolidated financial statements and related notes. These consolidated financial statements are intended to replace in their entirety, the original audited consolidated

19. Revisions to Previously Issued Consolidated Financial Statements (continued)

financial statements for the years ended December 31, 2019 and 2018 that were available to be issued on May 1, 2020. We have made changes to those previously issued financial statements for the years ended December 31, 2019 and 2018 as detailed below.

The Company originally accounted for its goodwill under the Private Company Council ("PCC") alternative, which allowed for the Company to assess qualitatively if any indicators of impairment exist on an annual basis and amortize the amount ratably over a 10-year period. The Company recorded approximately $11.2 million of goodwill in connection with a 2013 transaction and had previously amortized the amount under the PCC alternative. The Company has performed a qualitative assessment over its goodwill and concluded that no impairments exist at any date. As a result, these consolidated financial statements have been updated to reflect the reversal of $1,120,149 of amortization expense for the years ended December 31. 2019 and 2018, the cumulative impact to members equity of $4,480,596 as of January 1, 2018, and the recording of $11.2 million of goodwill on the consolidated balance sheets. In addition to the change in accounting for goodwill, we have included additional information in our Schedules of Investments, including the applicable interest rates and maturity dates. We have also included required financial highlights in accordance with ASC 946 (see Note 21).

20. Subsequent Events

The Company has evaluated subsequent events through December 23, 2020, the date these consolidated financial statements were available to be issued. During March 2020, the spread of COVID-19 throughout the country resulted in a national and global pandemic, including the temporary shutdown of many small businesses throughout the country. The Company continues to assess the impact COVID-19 is having on its investment portfolio. Based on inquiries with fund managers and management of portfolio companies, the Company has not identified any adjustments to the estimated fair value of the portfolio that would have a material impact on the investment portfolio in the aggregate, however, the overall impact will depend on the duration of the effects of COVID-19, and is not yet known at this time. The Company has not performed formal valuation update procedures since the balance sheet date. Actual results may differ from current estimates.

In November 2020, an unrelated entity entered into a definitive agreement to acquire, directly or indirectly, 100% of the outstanding equity interests of ECG from existing shareholders in exchange for consideration comprised of cash, repayment of certain ECG debts, and equity in the acquiring entity. The transaction was completed in December 2020 causing the ICUs discussed in Note 13 to fully vest and the cash flow hurdle to be met resulting in allocable distributions from the transaction proceeds to the non-controlling interest. In conjunction with the transaction, ECG entered into a reorganization agreement with ECP whereby a new limited liability company, Enhanced Permanent Capital, LLC ("EPC"), was created and ECG and ECP contributed their permanent capital subsidiaries, including Enhanced Jobs for Texas, LLC, to EPC in exchange for membership interests in EPC in proportion to the fair value of the net assets contributed. No effect was given to this transaction in the accompanying consolidated financial statements as of and for the years ended December 31, 2019 and 2018.

21. Financial Highlights

The Company is presenting the following disclosures for nonregistered investment companies as required by ASC 946. Such results may not be indicative of future performance of the Company. The ratios presented are calculated for member's (deficit) equity as a whole.

	Year Ended December 31,	
	2019	2018
Total Return[a]	(2,063%)	40%
Ratios to average member's (deficit) equity:[b]		
Net investment loss	(c)	(73)
Operating expenses	(c)	426

(a) The total return is computed based on the change in value during the period of a theoretical investment made at the beginning of the period. The change in value of a theoretical investment is measured by comparing the Company's aggregate ending value with the aggregate beginning value, adjusted for cash flows related to capital contributions or withdrawals during the period. There were no incentive allocations for the Company for the Years ended December 31, 2019 and 2018.

(b) Ratios are computed on the weighted-average member's (deficit) equity of the Company for the Years ended December 31, 2019 and 2018. Net investment loss, as defined, excludes realized and unrealized losses.

(c) Ratios are not meaningful due to the Member's deficit as of December 31, 2019.

Supplementary Information

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Report of Independent Auditors on Supplementary Information

The Members
Enhanced Capital Group, LLC

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets and consolidating statements of operations of Enhanced Capital Group, LLC and consolidating balance sheets and consolidating statements of operations of Enhanced Tax Credit Finance, LLC are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Ernst + Young LLP

December 23, 2020

Enhanced Capital Group, LLC and subsidiaries
Consolidating Balance Sheet
December 31, 2019

	Enhanced Capital Group, LLC	Enhanced Tax Credit Finance, LLC Consolidated	Enhanced Asset Management, LLC Consolidated	Eliminations	Consolidated Total
Assets					
Cash and cash equivalents	$ 237,853	$ 6,188,473	$ 31,069	$ —	$ 6,457,395
Restricted cash	—	20,908,019	—	—	20,908,019
Accounts receivable	—	295,700	126,028	—	421,728
Accrued interest receivable	99,322	2,745,328	—	—	2,844,650
Due from related party	650,000	130,396	—	(650,000)	130,396
Related party note receivable	88,063	—	—	—	88,063
ECP note receivable, net of discount and valuation allowance	36,093,157	—	—	—	36,093,157
State NMTC notes receivable	—	6,762,500	—	—	6,762,500
Investments, at estimated fair value	—	39,787,850	3,154,012	—	42,941,862
Investment in unconsolidated subsidiaries	—	233,743	1,922,033	—	2,155,776
Investment in consolidated subsidiaries	4,169,625	—	—	(4,169,625)	—
Transferable state tax credits	—	2,943,102	—	—	2,943,102
Other assets	67,657	27,493	—	—	95,150
Debt issuance costs	—	—			—
Goodwill	11,201,489	—	—	—	11,201,489
Total assets	$ 52,607,166	$ 80,022,604	$ 5,233,142	$ (4,819,625)	$ 133,043,287
Liabilities and deficit					
Liabilities					
Accounts payable and accrued expenses	$ 210,325	$ 394,261	$ 17,100	$ —	$ 621,686
Unearned premium tax credits	—	7,485,000	—	—	7,485,000
Accrued interest payable	496,224	2,242,531	—	—	2,738,755
State tax credit deposits	—	491,074	—	—	491,074
Unearned management fees	—	2,340,136	—	—	2,340,136
State program obligation	—	—	3,157,268	—	3,157,268
Due to related parties	2,165,187	650,000	—	(650,000)	2,165,187
State tax credit notes payable	—	26,255,632	—	—	26,255,632
State program notes payable	—	33,092,811	—	—	33,092,811
Revolving credit facility- state tax incentive programs	—	2,943,102	—	—	2,943,102
Investment firm notes payable, net of unamortized debt issuance costs	39,112,986	—	—	—	39,112,986
Derivative liability	1,799,546	—	—	—	1,799,546
Redemption notes payable, net of discount	17,856,930	—	—	—	17,856,930
Total liabilities	61,641,198	75,894,547	3,174,368	(650,000)	140,060,113
Deficit					
Members' deficit	(9,034,032)	(2,459,924)	2,058,774	(4,169,625)	(13,604,807)
Non-controlling interests	—	6,587,981	—	—	6,587,981
Total deficit	(9,034,032)	4,128,057	2,058,774	(4,169,625)	(7,016,826)
Total liabilities and deficit	$ 52,607,166	$ 80,022,604	$ 5,233,142	$ (4,819,625)	$ 133,043,287

Enhanced Capital Group, LLC and subsidiaries
Consolidating Statement of Operations
December 31, 2019

	Enhanced Capital Group, LLC	Enhanced Tax Credit Finance, LLC Consolidated	Enhanced Asset Management, LLC Consolidated	Eliminations	Consolidated Total
Revenue					
Interest income, including fees:					
Cash and cash equivalents	$ —	$ 224,712	$ —	$ —	$ 224,712
Notes receivable	5,610,615	1,507,015	—	—	7,117,630
Asset management fees	(344,110)	—	1,295,605	344,110	1,295,605
Tax credit fees	—	10,489,846	—	—	10,489,846
Investments	—	2,302,107	—	—	2,302,107
Total interest income, including fees	5,266,505	14,523,680	1,295,605	344,110	21,429,900
Dividend income from subsidiaries	11,429,414	—	—	(11,429,414)	—
Total Revenue	16,695,919	14,523,680	1,295,605	(11,085,304)	21,429,900
Expenses					
Management fees	—	—	(346,084)	346,084	—
Professional fees	498,562	1,357,994	16,774	—	1,873,330
General and administrative	8,773,824	1,823,212	3,820	(1,974)	10,598,882
Interest, net of discount amortization	11,628,686	6,422,234	—	—	18,050,920
Depreciation and other amortization	147,030	—	—	—	147,030
Total expenses	21,048,102	9,603,440	(325,490)	344,110	30,670,162
Net investment (loss) income	(4,352,183)	4,920,240	1,621,095	(11,429,414)	(9,240,262)
Income from unconsolidated subsidiaries	—	—	922,079	—	922,079
Change in state profits interest	—	—	(514,634)	—	(514,634)
Loss on derivative liability	(237,940)	—	—	—	(237,940)
Change in valuation on ECP note receivable	(9,096,805)	—	—	—	(9,096,805)
Net realized loss on investments	—	—	—	—	—
Unrealized loss on investments:	—	(2,600,000)	85,211	—	(2,514,789)
Beginning of year	—	—	(1,867,199)	—	(1,867,199)
End of year	—	(2,600,000)	(1,781,988)	—	(4,381,988)
Net change in unrealized loss on investments	—	(2,600,000)	85,211	—	(2,514,789)
Net realized and unrealized loss on investments	—	(2,600,000)	85,211	—	(2,514,789)
State and local income tax expense	(50,852)	—	—	—	(50,852)
Net income (loss)	$ (13,636,076)	$ 2,320,240	$ 2,113,751	$ (11,429,414)	$ (20,631,499)

Enhanced Capital Group, LLC and subsidiaries
Consolidating Balance Sheet
December 31, 2018

	Enhanced Capital Group, LLC	Enhanced Tax Credit Finance, LLC Consolidated	Enhanced Asset Management, LLC Consolidated	Eliminations	Consolidated Total
Assets					
Cash and cash equivalents	$ 287,843	$ 7,350,995	$ 341,527	$ —	$ 7,980,365
Restricted cash	—	56,058,511	—	—	56,058,511
Accounts receivable	—	73,873	126,028	—	199,901
Accrued interest receivable	499,162	1,541,831	—	—	2,040,993
Due from related party	364,324	134,938	—	(347,247)	152,015
Related party note receivable	86,725	—	—	—	86,725
ECP note receivable, net of discount	48,530,846	—	—	—	48,530,846
State NMTC notes receivable	—	6,762,500	—	—	6,762,500
Investments, at estimated fair value	—	12,630,000	3,068,801	—	15,698,801
Investment in unconsolidated subsidiaries	—	229,981	1,523,349	—	1,753,330
Investment in consolidated subsidiaries	6,594,273	—	—	(6,594,273)	—
Transferable state tax credits	—	1,227,022	—	—	1,227,022
Other assets	90,091	26,880	—	—	116,971
Goodwill	11,201,489	—	—	—	11,201,489
Total assets	$ 67,654,753	$ 86,036,531	$ 5,059,705	$ (6,941,520)	$ 151,809,469
Liabilities and equity					
Liabilities					
Accounts payable and accrued expenses	$ 164,602	$ 199,232	$ 17,100	$ —	$ 380,934
Unearned premium tax credits	—	5,620,000	—	—	5,620,000
Accrued interest payable	3,352,140	2,048,630	—	—	5,400,770
State tax credit deposits	—	890,839	—	—	890,839
Unearned management fees	—	2,276,955	—	—	2,276,955
State program obligation	—	—	2,642,634	—	2,642,634
Due to related parties	1,585,482	341,799	345,947	(347,247)	1,925,981
State tax credit notes payable	—	35,521,514	—	—	35,521,514
State program notes payable	—	32,818,367	—	—	32,818,367
Credit facility, net of debt issuance costs	—	1,226,794	—	—	1,226,794
Investment firm notes payable, net of discount	23,836,236	—	—	—	23,836,236
Derivative liability	4,032,105	—	—	—	4,032,105
Redemption notes payable, net of discount	25,817,496	—	—	—	25,817,496
Total liabilities	58,788,061	80,944,130	3,005,681	(347,247)	142,390,625
Equity					
Members' equity	8,866,692	4,540,249	2,054,024	(6,594,273)	8,866,692
Non-controlling interests	—	552,152	—	—	552,152
Total equity	8,866,692	5,092,401	2,054,024	(6,594,273)	9,418,844
Total liabilities and equity	$ 67,654,753	$ 86,036,531	$ 5,059,705	$ (6,941,520)	$ 151,809,469

Enhanced Capital Group, LLC and subsidiaries
Consolidating Statement of Operations
December 31, 2018

	Enhanced Capital Group, LLC	Enhanced Tax Credit Finance, LLC Consolidated	Enhanced Asset Management, LLC Consolidated	Eliminations	Consolidated Total
Revenue					
Interest income, including fees:					
Cash and cash equivalents	$ —	$ 63,959	$ —	$ —	$ 63,959
Notes receivable	6,467,380	478,608	—	—	6,945,988
Asset management fees	—	—	2,809,102	—	2,809,102
Tax credit fees	—	8,956,198	—	—	8,956,198
Investments	—	442,359	—	—	442,359
Total interest income, including fees	6,467,380	9,941,124	2,809,102	—	19,217,606
Dividend income from subsidiaries	15,005,198	—	—	(15,005,198)	—
Total Revenue	21,472,578	9,941,124	2,809,102	(15,005,198)	19,217,606
Expenses					
Professional Fees	183,526	1,155,630	23,006		1,362,162
General and administrative	9,073,023	1,652,372	3,157	—	10,728,552
Interest, net of discount amortization	7,034,279	3,912,878	—	—	10,947,157
Depreciation and other amortization	171,127	—	—		171,127
Total expenses	16,461,955	6,720,880	26,163	—	23,208,998
Net investment income (loss)	5,010,623	3,220,244	2,782,939	(15,005,198)	(3,991,392)
Income from unconsolidated subsidiaries	—	—	282,412	—	282,412
Change in state profits interest	—	—	1,992,255	—	1,992,255
Loss on derivative liability	(661,634)	—	—	—	(661,634)
Gain on sale of subsidiary	—	—	4,691,912	—	4,691,912
Unrealized gain/(loss) on investments	—	—	(1,867,199)	—	(1,867,199)
Net realized and unrealized loss on investments	—	—	(1,867,199)	—	(1,867,199)
Income tax expense	50,853	—	—	—	50,853
Net income (loss)	$ 4,298,136	$ 3,220,244	$ 7,882,319	$(15,005,198)	$ 395,501

Enhanced Tax Credit Finance, LLC and subsidiaries
Consolidating Balance Sheet
December 31, 2019

	Enhanced Tax Credit Finance, LLC	Enhanced Capital Consulting, LLC Consolidated	Enhanced Community Development, LLC	Enhanced Capital HTC Manager, LLC	Enhanced Capital RETC Manager, LLC	Enhanced Capital Tax Credit Manager, LLC	Enhanced Capital Utah Note Issuer, LLC	Enhanced Capital Utah Rural Fund, LLC	Enhanced Tax Credit Lending, LLC	Enhanced Capital Georgia Rural Holdings, LLC Consolidated	Enhanced Capital OH Rural Holdings, LLC Consolidated	Enhanced Capital Rural Manager, LLC	Total	Eliminations	Consolidated Total
Assets															
Cash and cash equivalents	$ 58,220	$ 737,854	$ 2,823,122	$ 650,247	$ 1,057,899	$ 53,029	$ —	$ 27,208	$ 192,419	$ 149,827	$ 377,936	$ 60,712	$ 6,188,473	$ —	$ 6,188,473
Restricted cash	—	$ —	—	—	—	—	—	4,470,000	489,009	4,993,670	10,955,340	—	20,908,019	—	20,908,019
Accounts receivable	—	$ —	286,496	—	9,204	—	—	—	—	—	—	—	295,700	—	295,700
Accrued interest receivable	—	$ —	—	—	—	—	2,475,080	49,686	—	113,498	107,064	—	2,745,328	—	2,745,328
Due from related party	—	$ 90,259	430	40,531	—	—	—	—	16,766	—	—	369,102	517,088	(386,692)	130,396
State NMTC notes receivable	—	$ —	—	—	—	—	6,762,500	—	—	—	—	—	6,762,500	—	6,762,500
Investments, at estimated fair value	—	$ —	—	—	—	—	—	6,930,000	—	15,932,850	16,925,000	—	39,787,850		39,787,850
Investment in unconsolidated subsidiaries	—	$ 158,350	75,393	—	—	—	—	—	—	—	—	—	233,743	—	233,743
Investment in consolidated subsidiaries	9,844,953	$ —	—	—	—	—	—	—	—	—	—	—	9,844,953	(9,844,953)	—
Transferable state tax credits	—	$ 2,943,102	—	—	—	—	—	—	—	—	—	—	2,943,102	—	2,943,102
Other assets	—	$ 27,493	—	—	—	—	—	—	—	—	—	—	27,493	—	27,493
Total assets	$ 9,903,173	$ 3,957,058	$ 3,185,441	$ 690,778	$ 1,067,103	$ 53,029	$ 9,237,580	$ 11,476,894	$ 698,194	$ 21,189,845	$ 28,365,340	$ 429,814	$ 90,254,249	$ (10,231,645)	$ 80,022,604
Liabilities and members' equity															
Liabilities															
Accounts payable and accrued expenses	$ —	$ 23,137	$ 128,499	$ 150,375	$ 2,293	$ —	$ —	$ 28,165	$ —	$ 22,996	$ 22,996	$ 15,800	394,261	$ —	$ 394,261
Unearned premium tax credits	—	—	—	—	—	—	7,485,000	$ —	—	—	—	—	7,485,000	—	$ 7,485,000
Accrued interest payable	—	—	—	—	—	—	47,802	$ 1,207,306	—	263,445	723,978	—	2,242,531	—	$ 2,242,531
State tax credit deposits	—	—	—	—	—	—	—	$ —	491,074	—	—	—	491,074	—	$ 491,074
Unearned management fees	—	—	—	2,340,136	—	—	—	$ —	—	—	—	—	2,340,136	—	$ 2,340,136
Due to related parties	—	—	—	16,700	—	—	—	$ —	—	146,996	222,996	650,000	1,036,692	(386,692)	$ 650,000
State tax credit notes payable	—	—	—	—	—	—	1,946,485	$ —	—	10,863,595	13,445,552	—	26,255,632	—	$ 26,255,632
State program notes payable	—	—	—	—	—	—	—	$ 6,910,652	—	11,218,454	14,963,705	—	33,092,811	—	$ 33,092,811
Revolving credit facility-state tax incentive programs	—	2,943,102	—	—	—	—	—	$ —	—	—	—	—	2,943,102	—	$ 2,943,102
Total liabilities	—	2,966,239	128,499	2,507,211	2,293	—	9,479,287	$ 8,146,123	491,074	$ 22,515,486	29,379,227	665,800	76,281,239	(386,692)	75,894,547
Members' equity (deficit)															
Paid-in capital	40,000	624,003	3,505,622	—	—	10,000	—	$ 1,641,667	—	1,533,661	2,500,000	30,000	9,884,953	(9,844,953)	40,000
Retained earnings	9,252,815	113,191	193,554	(1,922,881)	1,220,541	172,078	(878,322)	$ (895,774)	509,786	(1,722,922)	(2,023,915)	482,099	4,500,250	—	4,500,250
Dividends paid	(9,320,414)	(2,050,000)	(3,520,414)	(1,000,000)	(1,600,000)	(300,000)	(475,000)	$ —	(575,000)	—	—	—	(18,840,828)	9,520,414	(9,320,414)
Current year income (loss)	9,346,530	2,303,625	2,878,180	1,106,448	1,444,269	170,951	1,111,615	$ (3,418,861)	272,334	(1,136,380)	(1,489,972)	(748,085)	11,840,654	(9,520,414)	2,320,240
Total	9,318,931	990,819	3,056,942	(1,816,433)	1,064,810	53,029	(241,707)	$ (2,672,968)	207,120	(1,325,641)	(1,013,887)	(235,986)	7,385,029	(9,844,953)	(2,459,924)
Non-controlling interest	584,242	—	—	—	—	—	—	$ 6,003,739	—	—	—	—	6,587,981		6,587,981
Total members' equity	9,903,173	990,819	3,056,942	(1,816,433)	1,064,810	53,029	(241,707)	3,330,771	207,120	(1,325,641)	(1,013,887)	(235,986)	13,973,010	(9,844,953)	4,128,057
Total liabilities and members' equity	$ 9,903,173	$ 3,957,058	$ 3,185,441	$ 690,778	$ 1,067,103	$ 53,029	$ 9,237,580	$ 11,476,894	$ 698,194	$ 21,189,845	$ 28,365,340	$ 429,814	$ 90,254,249	$ (10,231,645)	$ 80,022,604

Enhanced Tax Credit Finance, LLC and subsidiaries
Consolidating Statement of Operations
December 31, 2019

	Enhanced Tax Credit Finance, LLC	Enhanced Capital Consulting, LLC Consolidated	Enhanced Community Development, LLC	Enhanced Capital HTC Manager, LLC	Enhanced Capital RETC Manager, LLC	Enhanced Capital Tax Credit Manager, LLC	Enhanced Capital Utah Note Issuer, LLC	Enhanced Tax Credit Lending, LLC	Enhanced Capital Utah Rural Fund, LLC	Enhanced Capital Georgia Rural Holdings, LLC Consolidated	Enhanced Capital OH Rural Holdings, LLC Consolidated	Enhanced Capital Rural Manager, LLC	Eliminations	Consolidated Total
Revenue														
Interest income, including fees:														
Cash and cash equivalents	$ —	$ —	$ 98	$ —	$ —	$ —	$ —	$ —	$ —	$ 76,532	$ 148,082	$ —	$ —	$ 224,712
Notes receivable	—	—	—	—	—	—	1,507,015	—	—	—	—	—	—	1,507,015
Tax credit fees	—	2,906,882	4,037,264	1,384,953	1,601,579	205,333	—	353,835	—	—	—	—	—	10,489,846
Investments	—	—	—	—	—	—	—	—	427,723	784,805	1,089,579	—	—	2,302,107
Total interest income, including fees	—	2,906,882	4,037,362	1,384,953	1,601,579	205,333	1,507,015	353,835	427,723	861,337	1,237,661	—	—	14,523,680
Dividend income from subsidiaries	9,520,414	—	—	—	—	—	—	—	—	—	—	—	(9,520,414)	—
Total Revenue	9,520,414	2,906,882	4,037,362	1,384,953	1,601,579	205,333	1,507,015	353,835	427,723	861,337	1,237,661	—	(9,520,414)	14,523,680
Expenses														
Professional fees	64,446	110,508	854,033	73,796	49,019	1,258	—	11,344	25,602	51,675	41,562	74,751	—	1,357,994
General and administrative	109,438	302,343	305,149	204,709	108,291	33,124	—	70,157	16,667	—	—	673,334	—	1,823,212
Interest, net of discount amortization	—	190,406	—	—	—	—	395,400	—	1,204,315	1,946,042	2,686,071	—	—	6,422,234
Total expenses	173,884	603,257	1,159,182	278,505	157,310	34,382	395,400	81,501	1,246,584	1,997,717	2,727,633	748,085	—	9,603,440
Unrealized loss on investments	—	—	—	—	—	—	—	—	(2,600,000)	—	—	—		(2,600,000)
Income tax expense	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Net income (loss)	$ 9,346,530	$ 2,303,625	$ 2,878,180	$ 1,106,448	$ 1,444,269	$ 170,951	$ 1,111,615	$ 272,334	$ (3,418,861)	$ (1,136,380)	$ (1,489,972)	$ (748,085)	$ (9,520,414)	$ 2,320,240

Enhanced Tax Credit Finance, LLC and subsidiaries
Consolidating Balance Sheet
December 31, 2018

	Enhanced Tax Credit Finance, LLC	Enhanced Capital Consulting, LLC Consolidated	Enhanced Community Development, LLC	Enhanced Capital HTC Manager, LLC	Enhanced Capital RETC Manager, LLC	Enhanced Capital Tax Credit Manager, LLC	Enhanced Capital Utah Note Issuer, LLC	Enhanced Capital Utah Rural Investor, LLC Consolidated	Enhanced Tax Credit Lending, LLC	Enhanced Capital Georgia Rural Holdings, LLC Consolidated	Enhanced Capital Ohio Rural Holdings, LLC Consolidated	Enhanced Capital Rural Manager, LLC	Eliminations	Consolidated Total
Assets														
Cash and cash equivalents	$ 15	$ 861,148	$ 3,634,892	$ 376,001	$ 1,219,811	$ 174,008	$ —	$ 9,653	$ 445,308	$ 70,229	$ 28,397	$ 531,533	$ —	$ 7,350,995
Restricted cash	—	—	—	—	—	—	—	8,370,000	890,839	16,984,028	29,813,644	—	—	56,058,511
Accounts receivable	—	—	65,073	—	729	8,071	—	—	—	—	—	—	—	73,873
Accrued interest receivable	—	—	—	—	—	—	1,443,065	59,390	—	38,959	417	—	—	1,541,831
Due from related party	—	107,977	3,047	37,304	—	—	—	—	64,778	—	—	110	(78,278)	134,938
State NMTC notes receivable	—	—	—	—	—	—	6,762,500	—	—	—	—	—	—	6,762,500
Investments, at estimated fair value	—	—	—	—	—	—	—	5,630,000	—	5,800,000	1,200,000	—	—	12,630,000
Investment in unconsolidated subsidiaries	—	158,350	71,631	—	—	—	—	—	—	—	—	—	—	229,981
Investment in consolidated subsidiaries	5,092,386	—	—	—	—	—	—	—	—	—	—	—	(5,092,386)	—
Transferable state tax credits	—	1,227,022	—	—	—	—	—	—	—	—	—	—	—	1,227,022
Other assets	—	26,880	—	—	—	—	—	—	—	—	—	—	—	26,880
Total assets	$ 5,092,401	$ 2,381,377	$ 3,774,643	$ 413,305	$ 1,220,540	$ 182,079	$ 8,205,565	$ 14,069,043	$ 1,400,925	$ 22,893,216	$ 31,042,458	$ 531,643	$ (5,170,664)	$ 86,036,531
Liabilities and equity														
Liabilities														
Accounts payable and accrued expenses	$ —	$ —	$ 72,000	$ 33,531	$ —	$ —	$ —	$ 28,165	$ —	$ 22,996	$ 22,996	$ 19,544	$ —	$ 199,232
Unearned premium tax credits	—	—	—	—	—	—	5,620,000	—	—	—	—	—	—	5,620,000
Accrued interest payable	—	27,779	—	—	—	—	83,083	884,347	—	271,545	781,876	—	—	2,048,630
State tax credit deposits	—	—	—	—	—	—	—	—	890,839	—	—	—	—	890,839
Unearned management fees	—	—	—	2,276,955	—	—	—	—	—	—	—	—	—	2,276,955
Due to related parties	—	389,611	3,466	25,700	—	—	—	—	300	1,000	—	—	(78,278)	341,799
State tax credit notes payable	—	—	—	—	—	—	3,380,805	5,515,898	—	11,624,811	15,000,000	—	—	35,521,514
State program notes payable	—	—	—	—	—	—	—	6,894,740	—	11,162,126	14,761,501	—	—	32,818,367
Credit facility, net of debt issuance costs	—	1,226,794	—	—	—	—	—	—	—	—	—	—	—	1,226,794
Total liabilities	—	1,644,184	75,466	2,336,186	—	—	9,083,888	13,323,150	891,139	23,082,478	30,566,373	19,544	(78,278)	80,944,130
Equity (deficit)														
Members' equity	4,540,249	737,193	3,699,177	(1,922,881)	1,220,540	182,079	(878,323)	745,893	509,786	(189,262)	476,085	512,099	(5,092,386)	4,540,249
Non-controlling interest	552,152	—	—	—	—	—	—	—	—	—	—	—	—	552,152
Total equity	5,092,401	737,193	3,699,177	(1,922,881)	1,220,540	182,079	(878,323)	745,893	509,786	(189,262)	476,085	512,099	(5,092,386)	5,092,401
Total liabilities and equity	$ 5,092,401	$ 2,381,377	$ 3,774,643	$ 413,305	$ 1,220,540	$ 182,079	$ 8,205,565	$ 14,069,043	$ 1,400,925	$ 22,893,216	$ 31,042,458	$ 531,643	$ (5,170,664)	$ 86,036,531

Enhanced Tax Credit Finance, LLC and subsidiaries
Consolidating Statement of Operations
December 31, 2018

	Enhanced Tax Credit Finance, LLC	Enhanced Capital Consulting, LLC Consolidated	Enhanced Community Development, LLC	Enhanced Capital HTC Manager, LLC	Enhanced Capital RETC Manager, LLC	Enhanced Capital Tax Credit Manager, LLC	Enhanced Tax Credit Lending, LLC	Enhanced Capital Utah Note Issuer, LLC	Enhanced Capital Utah Rural Investor, LLC Consolidated	Enhanced Capital Georgia Rural Holdings, LLC Consolidated	Enhanced Capital Ohio Rural Holdings, LLC Consolidated	Enhanced Capital Rural Manager, LLC	Eliminations	Consolidated Total
Revenue														
Interest income, including fees:														
Cash and cash equivalents	$ —	$ —	$ 11,370	$ —	$ —	$ —	$ —	$ —	$ —	$ 29,735	$ 22,854	$ —	$ —	$ 63,959
Notes receivable	—	—	—	—	—	—	—	478,608	—	—	—	—	—	478,608
Tax credit fees	—	2,329,171	3,777,608	987,062	1,244,671	179,517	438,169	—	—	—	—	1,800,000	(1,800,000)	8,956,198
Investments	—	—	—	—	—	—	—	—	265,469	131,516	45,374	—	—	442,359
Total interest income, including fees	—	2,329,171	3,788,978	987,062	1,244,671	179,517	438,169	478,608	265,469	161,251	68,228	1,800,000	(1,800,000)	9,941,124
Dividend income from subsidiaries	11,325,343	—	—	—	—	—	—	—	—	—	—	—	(11,325,343)	—
Total Revenue	11,325,343	2,329,171	3,788,978	987,062	1,244,671	179,517	438,169	478,608	265,469	161,251	68,228	1,800,000	(13,125,343)	9,941,124
Expenses														
Professional Fees	—	75,765	907,209	20,774	1,718	3,210	11,741	—	16,994	840,660	1,040,650	36,909	(1,800,000)	1,155,630
General and administrative	64,457	662,807	396,740	180,271	79,571	4,228	—	—	16,967	—	—	247,331	—	1,652,372
Interest, net of discount amortization	—	130,284	—	—	—	—	—	605,748	1,081,838	1,043,515	1,051,493	—	—	3,912,878
Total expenses	64,457	868,856	1,303,949	201,045	81,289	7,438	11,741	605,748	1,115,799	1,884,175	2,092,143	284,240	(1,800,000)	6,720,880
Net income (loss)	$ 11,260,886	$ 1,460,315	$ 2,485,029	$ 786,017	$ 1,163,382	$ 172,079	$ 426,428	$(127,140)	$ (850,330)	$ (1,722,924)	$ (2,023,915)	$ 1,515,760	$ (11,325,343)	$ 3,220,244

Enhanced Capital Group, LLC
Unaudited Consolidated Financial Statements
September 30, 2020 and 2019

Enhanced Capital Group, LLC

Consolidated Balance Sheets

(UNAUDITED)

	(unaudited) September 30, 2020	(audited) December 31, 2019
Assets		
Cash and cash equivalents	**$ 5,900,715**	$ 6,457,395
Restricted cash	**2,262,608**	20,908,019
Accounts receivable	**1,818,406**	421,728
Accrued interest receivable, net	**3,491,835**	2,844,650
Due from related party	**76,497**	130,396
Related party note receivable	**89,068**	88,063
ECP note receivable, net of discount and valuation allowance	**30,212,141**	36,093,157
State NMTC notes receivable	**13,187,738**	6,762,500
Investments, at estimated fair value (cost of $62,026,000 and $47,323,850 as of September 30, 2020 and December 31, 2019 respectively)	**57,644,012**	42,941,862
Investments in unconsolidated subsidiaries	**2,021,929**	2,155,776
Investment in allocable state tax credits	**1,692,768**	2,943,102
Other assets	**848,221**	95,150
Goodwill	**11,201,489**	11,201,489
Total assets	**$ 130,447,427**	$ 133,043,287
Liabilities and deficit		
Accounts payable and accrued expenses	**$ 493,706**	$ 621,686
Unearned premium tax credits	**8,823,333**	7,485,000
Accrued interest payable	**2,978,667**	2,738,755
State tax credit deposits	**330,107**	491,074
Unearned management fees	**2,041,786**	2,340,136
State program obligation	**3,136,912**	3,157,268
Due to related parties	**2,679,454**	2,165,187
State tax credit notes payable	**26,659,698**	26,255,632
State program notes payable	**33,300,230**	33,092,811
Revolving credit facility- state tax incentive programs	**1,692,768**	2,943,102
Investment firm notes payable, net of unamortized debt issuance costs	**40,052,836**	39,112,986
Derivative liability	**2,036,592**	1,799,546
Redemption notes payable, net of discount	**18,868,881**	17,856,930
Total liabilities	**$ 143,094,970**	$ 140,060,113
Deficit		
Members' deficit	**(19,240,943)**	(13,604,807)
Noncontrolling interest	**6,593,400**	6,587,981
Total deficit	**(12,647,543)**	(7,016,826)
Total liabilities and members' deficit	**$ 130,447,427**	$ 133,043,287

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Consolidated Statements of Operations

(UNAUDITED)

	(unaudited) Nine months ended September 30, 2020	2019
Interest income, including fees:		
Cash and cash equivalents	**$ 25,216**	$ 198,201
Notes receivable	**860,238**	5,833,022
Asset management fees	**1,000,000**	920,605
Tax credit fees	**9,908,168**	5,255,234
Investments	**2,552,069**	1,618,147
Total interest income, including fees	**14,345,691**	13,825,209
Expenses:		
Professional fees	**2,030,675**	1,627,253
General and administrative	**7,113,483**	7,147,713
Interest, net of discount amortization	**7,667,732**	15,114,808
Depreciation and other amortization	**91,265**	109,689
Total expenses	**16,903,155**	23,999,463
Net investment loss	**(2,557,464)**	(10,174,254)
Income from unconsolidated subsidiaries	**368,356**	468,532
Change in state profits interest	**20,356**	91,298
Loss on derivative liability	**(237,046)**	(157,113)
Change in valuation on ECP note receivable	**(3,230,338)**	—
Unrealized loss on investments:		
Beginning of period	**(4,381,988)**	(1,867,199)
End of period	**(4,381,988)**	(3,167,199)
Net change in unrealized loss on investments	**—**	(1,300,000)
Net realized and unrealized loss on investments	**—**	(1,300,000)
Net loss	**$ (5,636,136)**	$ (11,071,537)

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Consolidated Statements of Members' (Deficit) Equity

(UNAUDITED)

	Total Members' Deficit	Noncontrolling Interest	Total Deficit
Balances at December 31, 2018	$ 8,866,692	$ 552,152	$ 9,418,844
Contributions	—	6,003,739	6,003,739
Distributions	(1,840,000)	—	(1,840,000)
Net loss	(20,631,499)	—	(20,631,499)
Issuance of incentive common units	—	32,090	32,090
Balances at December 31, 2019	(13,604,807)	6,587,981	(7,016,826)
Contributions		**350**	**350**
Distributions	**—**	**—**	**—**
Net loss	**(5,636,136)**	**—**	**(5,636,136)**
Issuance of incentive common units	**—**	**5,069**	**5,069**
Balances at September 30, 2020	**$ (19,240,943)**	**$ 6,593,400**	**$ (12,647,543)**

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Consolidated Statements of Cash Flows

(UNAUDITED)

	(unaudited) Nine months ended September 30, 2020	2019
Operating Activities		
Net loss	**$ (5,636,136)**	$ (11,071,537)
Adjustment to reconcile net loss to net cash used in operating activities:		
Accretion of notes payable	**1,011,951**	7,416,073
Accretion of notes receivable	**(1,005)**	(4,616,264)
Amortization	**516,131**	707,244
Payment of interest expense with tax credits	**185,826**	345,952
Noncash incentive common unit award expense	**5,069**	24,068
Loss on derivative liability	**237,046**	157,113
Income from unconsolidated subsidiaries	**(368,356)**	(468,532)
Unrealized loss on notes receivable	**3,230,338**	—
Unrealized loss on investments	**—**	1,300,000
Purchases of investments in qualified businesses	**(16,017,150)**	(26,065,500)
Proceeds from repayment of investments in qualified businesses	**1,315,000**	1,494,597
Change in state profits interest	**(20,356)**	(91,298)
Credit enhancement fee payment	**(712,353)**	—
Changes in assets and liabilities:		
Accrued interest receivable	**(647,185)**	89,551
Accounts receivable	**(1,396,678)**	(722,974)
Investment in allocable state tax credits	**1,250,334**	(4,023,676)
Other assets	**(159,475)**	(84,302)
Due from related parties	**53,899**	35,396
Accounts payable and accrued expenses	**(127,980)**	176,480
Accrued interest payable	**239,912**	(2,503,359)
State tax credit deposits	**(160,967)**	(256,518)
Due to related parties	**514,267**	(1,018,135)
Unearned management fees	**(298,350)**	272,531
Net cash used in operating activities	**(16,986,218)**	(38,903,090)
Investing Activities		
Investments in unconsolidated subsidiaries	**(1,891)**	(892)
Proceeds from investments in unconsolidated subsidiaries	**504,094**	238,836
Proceeds from ECP note receivable	**2,650,678**	7,086,389
Issuance of note receivable	**(6,425,343)**	—
Net cash (used in) provided by investing activities	**(3,272,462)**	7,324,333

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Consolidated Statements of Cash Flows (continued)

(UNAUDITED)

	(unaudited) Nine months ended September 30, 2020	2019
Financing activities		
Payment of debt issuance costs	**(145,541)**	(1,290,667)
Payment on derivative liability	**—**	(2,470,499)
Payment on subordinated notes payable	**—**	(13,862,234)
Payment on state tax credit notes payable	**(2,084,300)**	(1,928,821)
Proceeds from state tax credit notes payable	**3,786,414**	—
Proceeds from state tax credit line of credit	**—**	9,964,141
Payment on state tax credit line of credit	**(1,250,334)**	(5,940,237)
Proceeds from Investment firm note payable	**3,500,000**	50,000,000
Payments on investment firm note payable	**(2,750,000)**	(34,261,861)
Proceeds from capital contributions - noncontrolling interest	**350**	—
Dividend distributions	**—**	(1,840,000)
Net cash provided by (used in) financing activities	**1,056,589**	(1,630,178)
Net decrease in cash, cash equivalents, and restricted cash	**(19,202,091)**	(33,208,935)
Cash, cash equivalents, and restricted cash at beginning of period	**27,365,414**	64,038,876
Cash, cash equivalents, and restricted cash at end of period	**$ 8,163,323**	$ 30,829,941
Cash and cash equivalents	**5,900,715**	5,274,300
Restricted cash	**2,262,608**	25,555,641
Total cash, cash equivalents, and restricted cash	**$ 8,163,323**	$ 30,829,941
Noncash operating and financing activities		
Settlement of state NMTC notes payable and accrued interest payable with premium tax credits	**$ 1,338,333**	$ 1,370,000
Supplemental cash flow disclosure		
Cash paid for interest	**$ 3,825,607**	$ 7,443,883

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Consolidated Schedules of Investments (UNAUDITED)

	(unaudited) September 30, 2020				(audited) December 31, 2019			
	Percentage of Equity	Number of Shares	Cost	Fair Value	Percentage of Equity	Number of Shares	Cost	Fair Value
Manufacturing:								
Tella Firma, LLC								
Preferred Stock	N/A	166,667	$ 500,000	$ 500,000	N/A	166,667	$ 500,000	$ 500,000
A.W. Carter, LLC								
Debt Securities	N/A		1,000,000	1,000,000	N/A		1,000,000	1,000,000
AVF Composites, LLC								
Debt Securities	N/A		1,600,000	1,600,000	N/A		1,600,000	1,600,000
Diamonds Direct, LLC								
Debt Securities	N/A		1,500,000	1,500,000	N/A		1,500,000	1,500,000
Palmer Equipment, LLC								
Debt Securities	N/A		2,920,000	320,000	N/A		2,600,000	—
MCS Manufacturing, LLC								
Debt Securities	N/A		600,000	600,000	N/A		600,000	600,000
Delta H Technologies, LLC								
Debt Securities	N/A		650,000	650,000	N/A		650,000	650,000
PureCycle, LLC								
Debt Securities	N/A		1,000,000	1,000,000	N/A		1,000,000	1,000,000
Cabinet Concepts, LLC								
Debt Securities	N/A		1,825,000	1,825,000	N/A		1,825,000	1,825,000
Horton Cargo Haulers, LLC								
Debt Securities	N/A		1,830,000	1,830,000	N/A		1,920,000	1,920,000
Toledo Solar, Inc.								
Debt Securities	N/A		5,000,000	5,000,000	N/A		5,000,000	5,000,000
Global Cooling, Inc.								
Debt Securities	N/A		1,750,000	1,750,000	N/A		1,750,000	1,750,000
Commercial Cutting & Graphics, LLC								
Debt Securities	N/A		525,000	525,000	N/A		525,000	525,000
AMG Industries Real Estate, LLC								
Debt Securities	N/A		2,934,500	2,934,500	N/A		2,934,500	2,934,500
AMG Industries, LLC								
Debt Securities	N/A		2,065,500	2,065,500	N/A		2,065,500	2,065,500
Turn-Key Industrial Services, LLC								
Debt Securities	N/A		1,800,000	1,800,000	N/A		1,800,000	1,800,000
Future Comp. LLC								
Debt Securities	N/A		1,500,000	1,500,000	N/A		—	—
Tool Tech, LLC								
Debt Securities	N/A		3,800,000	3,800,000	N/A		—	—
Life Cottages, LLC								
Debt Securities	N/A		1,500,000	1,500,000	N/A		—	—
Total Manufacturing Investments	N/A		34,300,000	31,700,000	N/A		28,300,000	25,700,000
Services:								
Delcan Distillers								
Series A Preferred Stock	N/A	936,000	936,000	754,806	N/A	936,000	936,000	754,806
Student Service Center, LLC								
Debt Securities	N/A		375,000	375,000	N/A		600,000	600,000
Student Resource Center, LLC								
Debt Securities	N/A		4,500,000	4,500,000	N/A		—	—
RN Industries Trucking								
Debt Securities	N/A		1,500,000	1,500,000	N/A		1,500,000	1,500,000
Total Services Investments	N/A		7,311,000	7,129,806	N/A		3,036,000	2,854,806
Cattle Ranching and Farming:								
Luther Griffin Farm								
Debt Securities	N/A		3,872,150	3,872,150	N/A		3,800,000	3,800,000
Keith Griffin Farms								
Debt Securities	N/A		1,800,000	1,800,000	N/A		1,800,000	1,800,000
White Oak Pastures, LLC								
Debt Securities	N/A		600,000	600,000	N/A		—	—
Total Cattle Ranching & Farming Investments	N/A		6,272,150	6,272,150	N/A		5,600,000	5,600,000

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Consolidated Schedules of Investments (continued) (UNAUDITED)

	(unaudited) September 30, 2020				(audited) December 31, 2019			
	Percentage of Equity	Number of Shares	Cost	Fair Value	Percentage of Equity	Number of Shares	Cost	Fair Value
Farm Management Services:								
Blackdirt Farm Management, LLC								
Debt Securities	N/A		$ 2,887,850	$ 2,887,850	N/A		$ 2,387,850	$ 2,387,850
Series A Preferred Stock	N/A	200,000	200,000	200,000	N/A	200,000	200,000	200,000
Cornacopia Farms Avera, LLC								
Debt Securities	N/A		345,000	345,000	N/A		—	—
Second Century Ag, LLC								
Debt Securities	N/A		3,000,000	3,000,000	N/A		3,000,000	3,000,000
Total Farm Management Services Investments	N/A		6,432,850	6,432,850	N/A		5,587,850	5,587,850
Food and Beverage Services:								
Lake Country Brewing, LLC								
Debt Securities	N/A		250,000	250,000	N/A		—	—
Habersham Vintners, Inc.								
Debt Securities	N/A		800,000	800,000	N/A		—	—
C&J Specialties, Inc.								
Debt Securities	N/A		1,030,000	1,030,000	N/A		1,030,000	1,030,000
FC Foods, LLC								
Debt Securities	N/A		780,000	780,000	N/A		—	—
Total Food and Beverage Services Investments	N/A		2,860,000	2,860,000	N/A		1,030,000	1,030,000
Hospitality:								
Soap Creek Marina & Resort, LLC								
Debt Securities	N/A		1,000,000	1,000,000	N/A		1,000,000	1,000,000
Total Hospitality Investments	N/A		1,000,000	1,000,000	N/A		1,000,000	1,000,000
Technology:								
Nimbix, Inc.								
Series B-2 Preferred Stock	N/A	77,987	750,000	945,969	N/A	77,987	750,000	945,969
Wenzel Spine, Inc.								
Series B Preferred Stock	N/A	1,137,138	1,000,000	511,073	N/A	1,137,138	1,000,000	511,073
MacroFab, Inc.								
Series A Preferred Stock	N/A	461,810	750,000	442,164	N/A	461,810	750,000	442,164
Ortho Kinematics, Inc.								
Series D Preferred Stock	N/A	891,876	1,000,000	—	N/A	891,876	1,000,000	—
Blyncsy, Inc.								
Convertible Debt Securities	N/A		250,000	250,000	N/A		200,000	200,000
Xomi, Inc.								
Series A Preferred Stock	N/A	240,384	100,000	100,000	N/A	240,384	100,000	100,000
Total Technology Investments	N/A		3,850,000	2,249,206	N/A		3,800,000	2,199,206
Total Investments	N/A		$ 62,026,000	$ 57,644,012	N/A		$ 47,323,850	$ 42,941,862
Summary of Securities								
Debt Securities	N/A		$ 56,790,000	$ 54,190,000	N/A		$ 42,087,850	$ 39,487,850
Equity Securities	N/A		5,236,000	3,454,012	N/A		5,236,000	3,454,012
Total Investments	N/A		$ 62,026,000	$ 57,644,012	N/A		$ 47,323,850	$ 42,941,862

See accompanying notes.

EnhancedCapital

Enhanced Capital Group, LLC

Notes to Consolidated Financial Statements (UNAUDITED)

September 30, 2020

1. Summary of Significant Accounting Policies

The following is a summary of the significant accounting policies used by Enhanced Capital Group, LLC (ECG or the Company) in the preparation of its consolidated financial statements in accordance with accounting principles generally accepted in the United States.

Basis of Presentation and Description of Business

ECG Acquisition, LLC was formed on November 25, 2013, for the purpose of acquiring businesses that provide finance and asset management services. The name was subsequently changed to ECG and on December 23, 2013, the Company entered into an Equity and Note Purchase Agreement by and among the Company and Enhanced Capital Partners, LLC (f/k/a Enhanced Capital Partners, Inc. and "ECP"), to acquire ECP's federal and state tax credit finance business and asset management businesses (the "Transaction"). ECG is an alternative asset manager and provider of tax credit transaction and consulting services. The alternative asset management business includes the management of debt-focused private equity funds through various entities which are wholly-owned by Enhanced Asset Management, LLC ("EAM"), which is a wholly-owned subsidiary of ECG. The Company also provides a wide range of transaction and consulting services for New Market Tax Credit ("NMTC"), Historic Tax Credit ("HTC"), Renewable Tax Credit ("RETC"), and various state tax credit ("STC") opportunities through various entities which are wholly- owned subsidiaries of Enhanced Tax Credit Finance, LLC ("ETCF"), which is a wholly-owned subsidiary of ECG.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All wholly-owned subsidiaries are consolidated. Intercompany accounts and transactions are eliminated in consolidation.

The Company and its subsidiaries have interests in variable interest entities and do not consolidate any of the entities since they do not have the majority of variability in the expected losses or the expected residual returns of such entities and are not the primary beneficiary, nor are they the entities that make economic decisions about the underlying economic activity. The Company employs the equity method of accounting for investments in business entities when it has the ability to exercise significant influence over the operating and financial policies of the entities. These include its minority interests in various investment funds described in Note 3. The cost method is used when the Company does not have the ability to exert significant influence. These include its variable interests in various NMTC and STC entities described in Note 2.

The table below summarizes ECG and its subsidiaries' investments in unconsolidated subsidiaries as of September 30, 2020 and December 31, 2019, respectively:

	September 30, 2020	December 31, 2019
ESBIC entities (Note 3)	**$ 31,456**	$ 31,456
Hark entities (Note 3)	**1,350,960**	1,402,454
TL entities (Note 3)	**412,579**	488,123
Various tax credit entities (Note 2)	**226,934**	233,743
Total	**$ 2,021,929**	$ 2,155,776

1. Summary of Significant Accounting Policies (continued)

Regulatory Matters

Enhanced Community Development, LLC ("ECD"), manages the NMTC activities of the Company. ECD has received an aggregate of $305 million in NMTC allocation authority from the Community Development Financial Institutions Fund of the U.S. Department of Treasury (CDFI Fund).

The NMTC program provides investors such as financial institutions, insurance companies, investment funds, corporations, and other entities with credits against federal income taxes they incur. NMTCs are passed through from ECD to an investor for each Qualified Equity Investment (QEI) made in a Community Development Entity (CDE) certified as such by the CDFI Fund. The investor receives the tax credits over a seven-year period for each QEI, equal to a percentage of the QEI amount that varies by state for investment in the NMTC program. The CDE uses the QEI proceeds to make Qualified Low-Income Community Investments (QLICIs) to Qualified Active Low-Income Community Businesses (QALICBs). QLICIs include loans to or equity investments to QALICBs or other CDEs. To receive NMTCs, the CDE must comply with various federal requirements. These requirements include, but are not limited to, making QLICIs within one year of receiving the QEI. If QEI funds are not kept continuously invested in QLICIs through a seven-year compliance period, the investors risk recapture of previously taken tax credits plus penalties and interest thereon.

J4T participates in the Texas Small Business Venture Capital Program (Jobs for Texas) pursuant to an Allocation Agreement between the United States Department of the Treasury and the Texas Department of Agriculture (TDA) under the State Small Business Credit Initiative Act (SSBCI Act). The SSBCI Act was enacted to provide investment capital to qualified small businesses that were underserved by conventional capital markets.

The Company has a 21.4% ownership in Enhanced Small Business Investment Company, GP, LLC (ESBIC, GP) which is the general partner of Enhanced Small Business Investment Company, LP (ESBIC), a Delaware limited partnership formed on July 18, 2011. The Company accounts for its 21.4% interest in ESBIC, GP using the equity method of accounting. ESBIC's principal investment objective is to maximize portfolio return from business entities located in the United States by generating current income from debt investments and capital appreciation from equity and equity-related investments, including warrants, convertible securities and other rights to acquire equity securities in a portfolio company.

On March 28, 2012, ESBIC was licensed by the Small Business Administration (SBA) to operate as a Small Business Investment Company (SBIC) under Section 301(c) of the Small Business Investment Act of 1958. As an SBIC, ESBIC is subject to a variety of regulations concerning, among other things, the size and nature of the companies in which it may invest and the structure of those investments. Under SBA regulations, SBICs may make loans to eligible small businesses, invest in the equity securities of such businesses and provide them with consulting and advisory services.

Under current SBA regulations, eligible small businesses generally include businesses that (together with their affiliates) have a tangible net worth not exceeding $18.0 million and have average annual net income after federal income taxes not exceeding $6.0 million (average net income to be computed without benefit of any carryover loss) for the two most recent fiscal years. In addition, an SBIC must devote 25% of its investment activity to "smaller" concerns as defined by the SBA. A smaller concern generally includes businesses that have a tangible net worth not exceeding $6.0 million and have average annual net income after federal income taxes

1. Summary of Significant Accounting Policies (continued)

not exceeding $2.0 million (average net income to be computed without benefit of any net carryover loss) for the two most recent fiscal years. SBA regulations also provide alternative size standard criteria to determine eligibility for designation as an eligible small business or smaller concern, which criteria depend on the industry in which the business is engaged and are based on such factors as the number of employees and gross revenue.

The SBA prohibits an SBIC from providing funds to small businesses for certain purposes, such as relending and investment outside the United States, to businesses engaged in certain prohibited industries, and to certain "passive" (nonoperating) companies. In addition, without prior SBA approval, an SBIC may not invest an amount equal to more than 30% of the SBIC's regulatory capital in any one portfolio company.

On November 30, 2017 Enhanced Capital Utah Rural Fund ("UTRF"), a wholly-owned subsidiary of ETCF, was authorized by the Utah Governor's Office of Economic Development ("GOED") to become a Rural Investment Company under Utah Code 63N-4-301 under the Rural Jobs Act and was allotted a $14,000,000 of investment authority with $8,120,000 in Utah tax credits. UTRF must make investments in statutory-defined eligible Utah small businesses to earn the credits.

On April 26, 2018 Enhanced Capital Georgia Rural Fund, LLC ("GARF"), a wholly-owned subsidiary of ETCF, was authorized by the Georgia Department of Community Affairs ("DCA") under Georgia Code 560-7-8-.63 Agribusiness and Rural Jobs Tax Credit to become a Rural Fund under the Georgia Agribusiness and Rural Jobs Act and was allotted $20,000,000 of investment authority with $12,000,000 in Georgia tax credits. GARF must make investments in statutory-defined eligible Georgia small businesses to earn the credits.

On June 18, 2018 Enhanced Capital Ohio Rural Fund, LLC ("OHRF"), a wholly-owned subsidiary of ETCF, was authorized by the Ohio Development Services Agency ("ODSA") under Ohio Code 122.154 to become a rural business growth fund under the Ohio Rural Jobs and Investment Act and was allotted $25,000,000 of investment authority with $15,000,000 in Ohio tax credits. OHRF must make investments in statutory-defined eligible Ohio small businesses to earn the credits.

The Company believes its subsidiaries are in compliance with the various regulatory statutes as of September 30, 2020 and December 31, 2019, respectively.

Permanent Capital Funds

One of the Company's business objectives is to participate in state-focused tax credit programs adopted by various states throughout the United States as described above. The Company has formed a Utah NMTC fund, a Nevada NMTC Fund, UTRF, GARF, and OHRF as state-focused funds ("Funds") whose principal investment objective is to maximize portfolio return by generating current income from debt investments and capital appreciation from equity and equity-related investments, including warrants, convertible securities, and other rights to acquire equity securities in a portfolio company. The Company's portfolio investments are debt and equity investments in small and emerging private companies through these funds.

These funds issue qualified debt or equity instruments to tax credit investors in exchange for cash. The gross proceeds of these instruments are used to make targeted investments in qualified businesses and are recorded as

1. Summary of Significant Accounting Policies (continued)

Investments at estimated fair value on the accompanying consolidated balance sheets. Such investments are accounted for using the fair value method of accounting, as described in Accounting Standards Codification (ASC) 946, Financial Services — Investment Companies. Participation in each state program legally entitles the participant to receive (or earn) tax credits from the state upon satisfying quantified, defined investment percentage thresholds and time requirements. In order to maintain its state-issued certifications, each fund must make Investments in Qualified Businesses in accordance with these requirements. These state requirements are mirrored in the limitations agreed to by each fund in its written contractual agreements with its tax credit investors and limit the activities of the fund in accordance with state regulations.

Revenue Recognition

Asset management fee income, from the Company's asset management operations, is recognized on the accrual basis of accounting over the service period, provided collection is probable. Tax credit fee income, consisting primarily of compliance and transaction fees from the Company's tax credit transaction and consulting operations, is recognized on the accrual basis of accounting. Transaction fees are recognized when the transaction is consummated and the earnings process is complete.

Interest income earned by the Company is recognized on the accrual basis of accounting. Dividend income earned by the Company from equity investments is recognized when declared by portfolio companies.

Interest income on loans is generally accrued on the principal balance outstanding. The accrual of interest income on loans is discontinued when the receipt of principal and interest on a timely basis becomes doubtful. In such cases, interest is recognized at the time of receipt. A reserve for possible losses on interest receivable is maintained when appropriate.

Income from state tax credits on the Permanent Capital Funds will be recognized when the Company fulfills the statutory requirements including, among other requirements, investing and maintaining its investment authority throughout the compliance period (the "Investment Benchmarks"). The Company must achieve the Investment Benchmark Date and also must maintain this amount through the end of the compliance period as defined in the various state statutes. Once the Company reaches the Investment Benchmarks, the state generally cannot recapture the tax credits and the Company will recognize revenue from the tax credits. The following table depicts the investment benchmarks for revenue recognition:

Program	Initial Investment Benchmark Date	End of Compliance Period	Outstanding Balance	Investment Benchmark (% of Investment Amount)
Utah NMTC	December 4, 2015	December 4,2021	$16,666,666	85%
UTRF	December 27, 2020	December 27,2024	14,000,000	100%
GARF	June 22, 2020	June 22,2024	20,000,000	100%
OHRF	August 14, 2020	August 14,2025	25,000,000	100%
NV NMTC	December 27, 2020	December 27,2026	8,823,529	100%

The cost of each specific security is used to determine gains or losses on sales of securities. Such gains or losses are reported as a component of realized gains (losses). Purchases and sales of investments are recorded on a trade-date basis.

1. Summary of Significant Accounting Policies (continued)

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* (ASC 820), establishes a hierarchy that prioritizes inputs to valuation techniques used to measure fair value and requires companies to disclose the fair value of their financial instruments according to a fair value hierarchy (i.e., Level 1, 2, and 3 inputs, as defined). The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. Additionally, companies are required to provide enhanced disclosure regarding instruments in the Level 3 category (which use inputs to the valuation techniques that are unobservable and require significant management judgment), including a reconciliation of the beginning and ending balances separately for each major category of assets and liabilities.

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

Level 1 Inputs — Quoted prices (unadjusted) in active markets for identical assets or liabilities at the reporting date. Level 1 assets include listed mutual funds, equities, and certain debt securities.

Level 2 Inputs — Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities that are not active; and inputs other than quoted market prices that are observable, such as models or other valuation methodologies.

Level 3 Inputs — Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgment or estimation. Assets included in this category generally include direct private equity investments, general and limited partnership interests in private equity funds, and funds of funds.

The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and the consideration of factors specific to the financial instrument.

Investments

The Company records its investments at fair value, as determined by management. Such values are generally considered to be the amount that the Company might reasonably expect to receive for its investments if negotiations for sale were entered into on the valuation date. Valuation as of any particular date, however, is not necessarily indicative of an amount that the Company may ultimately realize as a result of a future sale or other disposition of the investment. The estimated fair value is determined by taking into consideration the cost of the investments; internal or third-party valuation models; the price at which unaffiliated investors have purchased the same or similar securities; developments concerning the company to which such investments relate subsequent to the acquisition of such investments; the financial condition and cash flow projections of the underlying company; price/earnings ratios; cash flow multiples, equity/sales ratios, or other appropriate financial measures of publicly traded companies within the same industry; and other such relevant factors. Changes to the fair values of investments are recognized in income.

Equity investments, other than common stock, have various liquidity features with the underlying financial instrument. These features typically include cumulative and noncumulative dividends, detachable warrants, and redeemable and convertible options. In most instances, the Company has voting representation on the investee's Board of Directors.

1. Summary of Significant Accounting Policies (continued)

Debt investments can include senior and mezzanine loans, which are loans that are usually subordinate to senior debt, may have some equity features, and generally reflect a level of risk moderately higher than traditional bank financing or senior debt with entities that have a higher risk profile.

Income, consisting of interest, dividends, fees, other investment income, and realization of gains or losses on equity interests, can fluctuate dramatically upon repayment of an investment or sale of an equity interest and in any given year can be highly concentrated among several investees.

The Company's investments carry a number of risks including, but not limited to: (1) investing in companies which have a limited operating history and financial resources; (2) investing in senior subordinated debt which ranks equal to or lower than debt held by other investors; and (3) holding investments that are not publicly traded. The Company evaluates the credit risk of its investees at the time of the investment and on a consistent basis going forward. The Company generally requires collateral for its investments. The maximum amount of loss due to credit risk of the Company is the fair value of its investments, which has been recognized in the accompanying consolidated financial statements. There may also be risk associated with the concentration of investments in certain geographic regions or in certain industries.

Share-based Compensation

ECG accounts for all share-based payments in the consolidated statements of operations based on their estimated fair value in accordance with Financial Accounting Standards Board (FASB) ASC Topic 718, Compensation — Stock Compensation for awards to employees (Note 13).

Derivative Financial Instruments

The Company does not use derivatives to hedge exposures to cash flow, market, or foreign currency risks. The Company reviews the terms of debt instruments issued to determine whether there are embedded derivative instruments that are required to be bifurcated and accounted for separately as a derivative financial instrument. When the risks and rewards of an embedded derivative instrument are not "clearly and closely" related to the risks and rewards of the host instrument, the embedded derivative instrument is generally required to be bifurcated and accounted for separately as a derivative financial instrument.

Derivative financial instruments are required to be initially measured at their fair value and is then re-valued at each reporting date, with changes in fair value being reported as charges or credits to income. Fair value is based on a discounted cash flow analysis to determine the present value of the future obligations.

Income Taxes

No provision is made in the consolidated financial statements for federal income taxes because ECG's results of operations are allocated directly to its members. ECG is subject to state and local income taxes in certain state and local jurisdictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the Company to report information regarding its exposure to various tax positions taken by

1. Summary of Significant Accounting Policies (continued)

the Company. The Company has determined whether any tax positions have met the recognition threshold and has measured the Company's exposure to those tax positions. Management believes that the Company has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Any interest or penalties assessed to the Company are recorded in operating expenses. No interest or penalties from any taxing authorities were recorded in the accompanying consolidated financial statements. Federal, state, and local taxing authorities generally have the right to examine and audit the previous three years of tax returns filed.

Cash and Cash Equivalents

The Company considers unrestricted cash in banks and investments with original maturities of 90 days or less to be cash and cash equivalents.

Restricted Cash

As of September 30, 2020 and December 31, 2019, the Company maintained cash on deposit for various purposes as described in the table below:

Purpose	September 30, 2020	December 31, 2019
Investments in qualified rural business	$ 1,910,000	$ 16,643,259
Cash held in escrow for third parties	352,608	489,010
Interest reserve for State tax credit notes payable	—	3,775,750
Total Restricted cash	**$ 2,262,608**	**$ 20,908,019**

Accounts Receivable

Accounts receivable are carried at their outstanding principal amounts, less an anticipated amount for discounts and an allowance for doubtful accounts if management believes it is necessary to cover potential credit losses based on historical experience.

Debt Issuance Costs

The Company amortizes debt issuance costs over the life of the associated notes using the effective interest method. This amount is classified as interest expense in the accompanying consolidated statement of operations.

Goodwill

The Company tests Goodwill for impairment at the entity level on an annual basis, and more frequently if circumstances indicate impairment may have occurred, by performing a qualitative assessment to determine if it is more likely than not that the fair value of the Company's operating entities is less than their respective carrying values. The operating entity is the reporting level for testing the impairment of goodwill. If it is determined that it is more likely than not that an operating entity's fair value is less than its carrying value or when the quantitative approach is used, a two-step quantitative assessment is performed to (a) calculate the fair value of the operating entity and compare it to its carrying value, and (b) if the carrying value exceeds its fair value, to measure an impairment loss.

1. Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expense during the reporting period. The most significant estimate for the Company is with respect to valuation of investments. Actual results could differ from those estimates.

Recently Adopted Accounting Standards

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers (Topic 606), which requires a company to recognize revenue when the company transfers control of promised goods and services to the customer. Revenue is recognized in an amount that reflects the consideration a company expects to receive in exchange for those goods and services. The Company adopted Topic 606 using the modified retrospective approach on January 1, 2019, which did not result in a change in the Company's measurement or recognition of revenues.

2. Tax Credit Finance

The Company manages its tax credit finance businesses through ETCF's wholly-owned subsidiaries described in this note. Some of these subsidiaries own nominal interests, typically under 1.0%, in various variable interest entities and record these investments under the cost method of accounting. See Principles of Consolidation in Note 1 for a description of how the method of accounting was determined.

ECD owns a nominal interest ranging from 0.01% to 0.1% in several subsidiary CDEs (sub-CDEs). As of September 30, 2020 and December 31, 2019, respectively, ECD held investments in sub-CDEs totaling $68,344 and $75,393, respectively. These amounts were included in investments in unconsolidated subsidiaries on the accompanying consolidated balance sheets. The maximum amount of loss due to the Company's involvement with variable interest entities is the carrying value of its investments.

ECD is the managing member of the sub-CDEs. ECD earns fee income from two primary sources: transaction fees and asset management fees. Transaction fees and asset management fees were $3,318,683 and $952,317, respectively, for the period ended September 30, 2020. Transaction fees and asset management fees were $583,066 and $876,871, respectively, for the period ended September 30, 2019.

Enhanced Capital Consulting, LLC ("ECC") manages the tax credit consulting activities of the Company. As of September 30, 2020 and December 31, 2019, respectively, ECC held investments in variable interests in NMTC and STC entities of $158,350. These amounts were included in investments in unconsolidated subsidiaries on the accompanying consolidated balance sheets. The maximum amount of loss due to the Company's involvement with variable interest entities was the carrying value of its investment.

ECC earns fee income primarily from consulting services related to state tax credit transactions. The STC Fund invests in rehabilitation projects that earn state tax credits and then transfers its interest or sells the tax credits to

2. Tax Credit Finance (continued)

tax credit investors. ECC earns a management fee for sourcing the investments and finding tax credit investors. For the periods ended September 30, 2020 and 2019, ECC management and consulting fees were $2,783,863 and $1,298,144, respectively.

Enhanced Capital HTC Manager, LLC ("HTC Manager") sources and manages equity investments for investors in projects eligible to receive federal historic tax credits. HTC Manager earns and receives a base management fee for management services as the investment companies reach certain compliance milestones. For the periods ended September 30, 2020 and 2019, base management fees were $1,171,949 and $877,828, respectively. HTC Manager is also eligible to receive an incentive management fee based on cash flows from the Projects. For the periods ended September 30, 2020 and 2019, the incentive management fees were $119,200 and $73,707, respectively. Revenue from this fee is recognized ratably over the five-year compliance period as services are delivered.

Enhanced Capital RETC Manager, LLC ("RETC Manager"), sources and manages equity investments for third-party investors in projects eligible to receive federal renewable energy tax credits. RETC Manager receives an incentive management fee payment based on cash flows from the Projects. For the periods ended September 30, 2020 and 2019, management fees recognized were $1,056,400 and $1,059,984, respectively.

Enhanced Tax Credit Lending, LLC ("TC Lending") originates tax credit bridge loans on behalf of third-party private lenders. TC Lending receives an origination fee and incentive fees for each loan and bears no risk associated with the loans. For the periods ended September 30, 2020 and 2019, origination and incentive fees were $319,504 and $329,763, respectively.

Enhanced Tax Credit Manager, LLC ("TC Manager") manages various tax credit investments on behalf of tax credit investors. TC Manager receives management fees based on its agreements with each investor. For the periods ended September 30, 2020 and 2019, management fees were $186,252 and $155,871, respectively.

3. Asset Management

The Company manages its alternative asset management funds through various unconsolidated subsidiaries and records these investments under the equity method of accounting. See Principles of Consolidation in Note 1 for a description of how the method of accounting was determined.

The Company has a 21.4% ownership interest in ESBIC GP. The Company has recorded its share of loss in the amount of $0 and $73,885 for the periods ended September 30, 2020 and 2019, respectively. For the periods ended September 30, 2020 and 2019, ECG made no capital contributions and received no distributions from ESBIC GP. ECG's investment in ESBIC GP was $0 as of September 30, 2020 and December 31, 2019, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

Enhanced Capital SBIC Management, LLC ("ESBIC Management") is engaged by ESBIC GP to provide fund management services. The Company has a 50% ownership interest in ESBIC Management. ECG's investment in ESBIC Management was $31,456 as of September 30, 2020 and December 31, 2019, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets. Also, the Company

3. Asset Management (continued)

has an Administrative and Support Service Agreement (the Agreement) with ESBIC Management. Under the agreement, the Company provides administrative and back-office support services to the ESBIC Management. The Company recognized $625,000 and $545,605 of management fee income under this arrangement during the periods ended September 30, 2020 and 2019, respectively.

The Company has a 38.0% ownership interest in the GP carried interest of Hark Capital I ("Hark I GP"). For the periods ended September 30, 2020 and 2019, the Company has recorded its share of earnings in the amount of $106,545 and $177,440, respectively. For the periods ended September 30, 2020 and 2019, ECG made no capital contributions and received $220,699 and $0 of distributions, respectively. As of September 30, 2020 and December 31, 2019, ECG's investment in Hark I GP was $951,645 and $1,065,798, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

The Company has a 20.0% ownership interest in the GP carried interest of Hark Capital II ("Hark II GP"). The Company has recorded its share of earnings in the amount of $232,716 and $152,261 for the periods ended September 30, 2020 and 2019, respectively. For the periods ended September 30, 2020 and 2019, ECG made no capital contributions and received $170,056 and $0 of distributions, respectively. As of September 30, 2020 and December 31, 2019, ECG's investment in Hark II GP was $399,315 and $336,656, respectively.

EAM, owns incentive common units (ICUs) in Tree Line Direct Lending GP, LLC ("TL GP") representing a fully diluted ownership interest of 9.7%. The Company has recorded its share of (loss) earnings in the amount of $(25,405) and $212,716 for the periods ended September 30, 2020 and 2019, respectively. For the periods ended September 30, 2020 and 2019, ECG made no capital contributions and received distributions of $86,732 and $272,652, respectively, from TL GP. EAM's investment in TL GP was $357,985 and $470,123 as of September 30, 2020 and December 31, 2019, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

EAM, owns incentive common units (ICUs) in Tree Line Direct Lending II GP, LLC ("TL II GP") representing a fully diluted ownership interest of 6%. The Company has recorded its share of earnings in the amount of $19,644 and $0 for the periods ended September 30, 2020 and 2019, respectively. For the periods ended September 30, 2020 and 2019, ECG made no capital contributions and received distributions of $17,906 and $0, respectively, from TL II GP. EAM's investment in TL II GP was $19,738 and $18,000 as of September 30, 2020 and December 31, 2019, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

EAM, owns incentive common units (ICUs) in Tree Line Capital Partners, LLC ("TLCP") representing a fully diluted ownership interest of 10%. The Company has recorded its share of earnings in the amount of $34,856 and $0 for the periods ended September 30, 2020 and 2019, respectively. For the periods ended September 30, 2020 and 2019, ECG made no capital contributions and received no distributions from TLCP. EAM's investment in TLCP was $34,856 and $0 as of September 30, 2020 and December 31, 2019, respectively, and is included in Investment in unconsolidated subsidiaries in the accompanying consolidated balance sheets.

Enhanced Puerto Rico, LLC ("EPR"), co-manages a public welfare fund in Puerto Rico. EPR receives a management fee of 1.00% of the capital committed by the investor of the public welfare fund. For each of the periods ended September 30, 2020 and 2019, management fees were $375,000.

4. ECP Note Receivable

On December 23, 2013, in connection with the Transaction, ECP issued a note payable to ECG with a face amount of $77,114,529 (the "Note"). The Note was recorded at fair value of $40,560,971 since the Note carries a below market interest rate. The difference between the estimated fair value and stated value resulted in a discount being recorded in the amount of $36,553,558. The discount is amortized over the remaining life of the Note using the effective-interest amortization method. The Note accrues interest at the rate of 1.65% per annum through December 23, 2019, and Prime plus 2.0% from December 23, 2019 through December 23, 2021. Principal is due at maturity (December 23, 2021) but may be prepaid without penalty.

Interest is due and payable on each December 23, commencing on December 23, 2014. The principal balance of the Note as of September 30, 2020 and December 31, 2019 was $49,129,746 and $50,598,855, respectively. As of September 30, 2020 and December 31, 2019, the unamortized discount of $5,408,893, is included as an offset to ECP note receivable, net of unamortized discount in the accompanying consolidated balance sheets. For the periods ended September 30, 2020 and 2019, ECP made payments of $1,181,569 and $7,086,389, respectively, which have been recorded to reduce the carrying value of the Note. In 2019, the Company ceased the accrual of interest income on the Note and recorded a valuation allowance against the balance of the receivable due to ECP not having sufficient distributable assets to pay off the note and accrued interest in full. For the periods ended September 30, 2020 and 2019, $3,230,338 and $0, respectively, of unrealized losses on the note were recorded in Change in valuation on ECP note receivable in the accompanying consolidated statements of operations. For the periods ended September 30, 2020 and 2019, $0 and $4,615,263, respectively, of the discount was amortized and recorded to interest income in the accompanying consolidated statements of operations. As of September 30, 2020 and December 31, 2019, the valuation allowance of $12,327,143 and $9,096,805, respectively, is included as an offset to ECP note receivable in the accompanying consolidated balance sheets.

5. State NMTC Notes Receivable

As part of the Utah NMTC Fund discussed in Note 1, Enhanced Capital Utah NMTC Investment
Fund, LLC ("UTIF") issued subordinated notes to the Company who recorded these notes as State NMTC notes receivable on the accompanying consolidated balance sheets with balances of $6,762,500 as of September 30, 2020 and December 31, 2019. The notes receivable originally earned simple interest at a rate of 11.0%. On August 16, 2017, the terms of the note receivable were amended to increase the interest rate to 13.3%, compounding quarterly, and the maturity date was extended until October 27, 2029 to account for additional Federal NMTCs deployed through UTIF. UTIF used these proceeds along with federal NMTC equity and a senior loan from the federal NMTC investor to make QLICI loans to QALICBs. The QLICI loans will generate Federal and Utah NMTCs. The Utah NMTCs are delivered to the UT Investors to satisfy the interest and principal payments on the UT NMTC notes payable described in Note 6. The principal and interest payments from the QLICI loans will repay the senior and subordinated notes. Management periodically reviews the need for a valuation allowance for the UTNI notes receivable based on the collectability of the underlying QLICI loans and in accordance with its accounting policy described in Note 1. Management considers a QLICI loan impaired when, based on current information or factors, it is probable that the Company will not collect the principal and interest payments contractually due. If a QLICI loan is impaired, management will evaluate its effect on the UTNI notes receivable and record a valuation allowance. As of September 30, 2020 and December 31, 2019, there was no valuation allowance against the State NMTC notes receivable.

5. State NMTC Notes Receivable (continued)

As part of the Nevada NMTC Fund discussed in Note 1, a financial institution owned SPV issued notes to the Company who recorded these notes as State NMTC notes receivable on the accompanying consolidated balance sheets with balances of $6,425,238 as of September 30, 2020. The notes receivable earn interest at a rate of 13.4% and mature on December 26, 2026. These proceeds along with federal NMTC equity are used to make QLICI loans to QALICBs. The QLICI loans will generate Nevada NMTCs. The Nevada NMTCs are delivered to the NV Investors to satisfy the interest and principal payments on the NV NMTC notes payable described in Note 6. The principal and interest payments from the QLICI loans will repay the notes. Management periodically reviews the need for a valuation allowance for the NV notes receivable based on the collectability of the underlying QLICI loans and in accordance with its accounting policy described in Note 1. Management considers a QLICI loan impaired when, based on current information or factors, it is probable that the Company will not collect the principal and interest payments contractually due. If a QLICI loan is impaired, management will evaluate its effect on the NV notes receivable and record a valuation allowance. As of September 30, 2020 there was no valuation allowance against the NV NMTC notes receivable.

6. State Tax Credit Notes Payable

Some of the Company's subsidiaries have notes payable to various tax credit investors that were issued in connection with the various state tax credit programs discussed in Note 1. These notes are repaid either with tax credits or cash from the sale of tax credits and, in some cases, restricted cash held in an interest reserve account. These notes are included in State tax credit notes payable on the accompanying balance sheets.

As of September 30, 2020, the terms and outstanding balances are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
Utah NMTC	$ 793,979	$ —	$ 793,979	15%	March 1, 2021
GARF	10,461,236	—	10,461,236	8%	December 20, 2023
OHRF	11,763,610	—	11,763,610	8%	March 1, 2025
NV	3,786,309	145,436	3,640,873	11%	December 27, 2026
Total	**$26,805,134**	**$ 145,436**	**$26,659,698**		

As of December 31, 2019, the terms and outstanding balances are as follows:

Program	Outstanding Balance	Interest Rate	Maturity
Utah NMTC	$ 1,946,485	15%	March 1, 2021
GARF	10,863,595	8%	December 20, 2023
OHRF	13,445,552	12%	December 27, 2026
Total	**$ 26,255,632**		

6. State Tax Credit Notes Payable (continued)

Principal maturities on the outstanding State tax credit notes payable are as follows:

	Total
2020	$ 465,603
2021	5,847,033
2022	5,354,127
2023	6,664,578
2024	4,055,260
Thereafter	4,418,533
Total	**$ 26,805,134**

7. State Program Notes Payable

In connection with the various state tax credit programs discussed above, the Company's subsidiaries also issued notes to national financial institutions. These notes are repaid with cash earned on investments in qualified businesses and, in some cases, restricted cash held in an interest reserve account. These notes are included in State program notes payable on the accompanying balance sheets.

As of September 30, 2020, the terms and outstanding balances are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
UTRF	$ 7,000,000	$ 75,828	$ 6,924,172	8.0%	December 22, 2024
GARF	11,499,000	238,300	11,260,700	8.5%	December 22, 2024
OHRF	16,000,000	884,642	15,115,358	8.5%	February 14, 2025
Total	**$ 34,499,000**	**$ 1,198,770**	**$ 33,300,230**		

As of December 31, 2019, the terms and outstanding balances are as follows:

Program	Outstanding Balance	Unamortized Debt Issuance Cost	Net Balance	Interest Rate	Maturity
UTRF	$ 7,000,000	$ 89,348	$ 6,910,652	8.0%	December 22, 2024
GARF	11,499,000	280,546	11,218,454	8.5%	December 22, 2024
OHRF	16,000,000	1,036,295	14,963,705	8.5%	February 14, 2025
Total	**$ 34,499,000**	**$ 1,406,189**	**$ 33,092,811**		

7. State Program Notes Payable (continued)

Principal maturities on the outstanding State tax credit notes payable are as follows:

	Total
2020	$ —
2021	—
2022	—
2023	—
2024	18,499,000
Thereafter	16,000,000
Total	**$ 34,499,000**

8. Unearned Premium Tax Credits

As of September 30, 2020 and December 31, 2019, the Company recognized $8,823,333 and $7,485,000, respectively, in unearned premium tax credits that were used to reduce principal and interest on the notes by delivering tax credits to the holders of the notes as described in Note 6. The tax credits are classified as unearned until all programmatic requirements are met as described in Note 1.

9. Revolving Credit Facilities

The Company has two revolving credit facilities that are restricted solely for the purchase of allocable state tax credits from various state tax credit incentive programs. As of September 30, 2020 and December 31, 2019, the Company's investment in allocable state tax credits was $1,692,768 and $2,943,102, respectively.

On May 12, 2017, Enhanced State Tax Credit Fund II, LLC (STC Fund II), a wholly owned subsidiary of ECC, entered into an $8,000,000 credit facility with a regional financial institution. The facility bears interest at the greater of 0.25% above the Prime Rate or 3%. The facility matured on September 27, 2020. As of December 31, 2019, there was no outstanding balance under the credit facility. As of December 31, 2019, STC Fund II had net unamortized deferred financing costs of $11,520 classified as Other assets on the accompanying consolidated balance sheets.

On June 16, 2017, Enhanced State Tax Credit Fund III, LLC (STC Fund III), a wholly owned subsidiary of ECC, entered into a credit facility with a regional financial institution. The facility bears interest at 0.25% above the Prime Rate. In 2019 the facility was amended to extend the maturity to December 15, 2020 and increase the facility amount to $10,000,000. As of September 30, 2020 and December 31, 2019, the credit facility had an outstanding balance of $1,692,768 and $2,943,102, respectively. As of September 30, 2020 and December 31, 2019, STC Fund III had net unamortized deferred financing costs of $0 and $15,972, respectively, classified as Other assets on the accompanying consolidated balance sheets.

10. Investment Firm Notes

In connection with the Transaction completed on December 23, 2013, ECG entered into an Equity and Note Purchase Agreement with a private investment firm. The face amount of the Note was $40,000,000 and provides

10. Investment Firm Notes (continued)

the private investment firm with a 48% ownership interest in the Company. This debt instrument represents a hybrid financial instrument that requires the proceeds to be allocated amongst the debt and equity components based on the relative fair value of each. A discount rate of 9.72% was used to compute the respective fair values. The estimated fair value assigned to the equity component, $3,840,000, was based on a fair value analysis of the Company. The difference between the Note cash proceeds and the estimated fair value of the debt component, $36,160,000, was recorded as a debt discount of $3,840,000 and was amortized into interest expense over the life of the Note, utilizing the effective interest method. The Note bore interest at 8.00%, payable annually in arrears, with principal due at maturity, December 23, 2021. In 2019, the Company retired the Note and the related unamortized debt issuance costs and discount of $311,724 and $1,697,926, respectively, were charged to interest expense.

On June 28, 2019, the Company entered into a $5,000,000 revolving credit facility and a $50,000,000 term loan under a Loan and Security Agreement with a private investment firm lender. The Company utilized the net proceeds from the term loan issuance to repay indebtedness outstanding under the Company's $40 million Investment Firm Note, the Series 3 Notes, and a portion of the Series 4 Notes (See Note 11). The term loan was recorded at face value, offset by $1,265,667 of debt issuance costs, which will be amortized into interest expense over the life of the Note, utilizing the effective interest method. The facility matures on June 28, 2024. The term loan bears interest at an annual rate of LIBOR plus an Applicable Margin. No principal payments are required until April 1, 2020 in accordance with the principal repayment schedule. The Company had $37,500,000 and $40,250,000, respectively, outstanding under the Note as of September 30, 2020 and December 31, 2019. As of September 30, 2020 and December 31, 2019, the unamortized debt issuance costs of $947,164 and $1,137,014, respectively, are included as an offset to Investment firm notes payable in the accompanying consolidated balance sheets. The outstanding balance under the revolver was $3,500,000 as of September 30, 2020 and December 31, 2019. For the periods ended September 30, 2020 and 2019, $189,850 and $65,370, respectively, of debt issuance costs were amortized to interest expense in the accompanying consolidated statements of operations.

Principal maturities on the outstanding Investment firm notes payable are as follows:

	Total
2020	$ —
2021	—
2022	—
2023	—
2024	41,000,000
Total	**$ 41,000,000**

11. Redemption Notes

In connection with the Transaction completed on December 23, 2013, ECP transferred certain subordinated notes payable (the "Series 3 Notes," Series 4 Notes," or collectively the "Redemption Notes") with an aggregate face value of $46,114,530 to ECG. In accordance with the provisions of ASC 805, the Notes were recorded at fair value of $18,224,695 as consideration in the business combination. A discount rate of 16.0% was used to

11. Redemption Notes (continued)

compute the fair value of the Series 3 Notes. A discount rate of 20.0% was used to compute the fair value of the Series 4 Notes. The difference between the estimated fair value and stated value resulted in a discount being recorded in the aggregate amount of $27,889,835. The discount will be amortized over the remaining life of the Redemption Notes using the effective-interest amortization method. Series 3 Notes accrue simple interest at the rate of 1.64% per annum, compounding semiannually. Series 4 Notes accrue interest at the rate of 1.80% per annum, compounding quarterly. Interest is due and payable on the Redemption Notes annually on December 31 in an amount equal to 50% of all interest that accrued during the calendar year, provided that all accrued and unpaid interest is due and payable in full on the final maturity for each series of Redemption Notes. In 2019, the Company retired and repaid the Series 3 Notes in full. The related unamortized discount for the Series 3 Notes was charged to interest expense in the amount of $298,712. On June 28, 2019, the Company repaid $8,866,553 of the Series 4 Notes outstanding. The related unamortized discount for the Series 4 Notes was charged to interest expense in the amount of $4,025,759. Principal and any accrued but unpaid interest on each Series 4 Note is due on December 28, 2024. The Redemption Notes issued are subordinate and junior in right of payment to the Investment Firm Notes of the Company.

As of September 30, 2020 and December 31, 2019, the unamortized discount of $7,383,414 and $8,395,365 was included as an offset to Redemption notes payable, net of discount in the accompanying consolidated balance sheets. Principal outstanding on the Redemption Notes was as follows:

	September 30, 2020	December 31, 2019	Maturity Date
Series 4	$ 26,252,295	$ 26,252,295	December 28, 2024

12. Contingent Interest

Prior to the Transaction completed on December 23, 2013, ECP had an outstanding note payable with a contingent interest feature, required to be bifurcated and accounted for separately as a derivative, whereby ECP would pay contingent interest to the holder concurrently with payments made on the Redemption Notes. The contingent interest liability was transferred to ECG as part of the Transaction. The rate of contingent interest is 14.9626% on the Redemption notes. The estimated fair value assigned to the contingent interest financial instrument is based on a discounted cash flow analysis to determine the present value of the future obligation.

As of September 30, 2020 and December 31, 2019, $2,036,592 and $1,799,546, respectively, was recorded in the accompanying consolidated balance sheets as the fair value of the derivative liability. For the periods ended September 30, 2020 and 2019, the Company paid interest according to this agreement of $0 and $2,470,499, respectively. The derivative financial instrument is revalued at each reporting date at its fair value, with changes in fair value reported as charges or credits to other income or other expense. For the periods ended September 30, 2020 and 2019, $237,046 and $157,113, respectively, were recorded to loss on derivative liability in the accompanying consolidated statements of operations.

13. Members' Equity

To provide long term incentives and attract and retain key members of management, ETCF established the 2015 Restricted Equity Incentive Plan ("Plan") which granted 1,125 incentive common units (ICUs) beginning

13. Members' Equity (continued)

January 1, 2015 to Management Members as defined in the Amended and Restated LLC Agreement dated January 1, 2015. The awarded units vest 5% (56.25 units) each quarter from the grant date with continued employment. In 2016, the Plan granted an additional 500 ICUs on January 1, 2016. The awarded units vest 5% (25 units) each quarter from the grant date with continued employment. As of September 30, 2020 and December 31, 2019, 1,768.75 and 1,525 of the units had vested, respectively.

The Company estimated the fair value of the ICUs at grant date using a discounted cash flow analysis of future amounts distributable to ICU holders assuming planned growth in fee income and expected cost structure. ETCF must reach a cash flow hurdle as defined in the Plan for the ICU holders to receive distributions and be allocated income. Accordingly, as the cash flow hurdle has not been met as of September 30, 2020 and December 31, 2019, respectively, no income is allocable to the non-controlling interest. For the periods ended September 30, 2020 and 2019, $5,069 and $24,068, respectively, was recorded as a non-cash expense related to the ICU issuances and included in general and administrative expense in the accompanying consolidated statements of operations.

14. Fair Value Disclosures

ASC 825, *Financial Instruments*, requires an entity to provide disclosures about the fair value of financial instruments. These financial instruments include cash and cash equivalents, receivables, investments in qualified businesses, payables and accrued expenses, unearned premium tax credits, derivatives, and notes payable.

The Company has segregated all financial assets and liabilities that are measured at fair value on a recurring basis into the most appropriate level within the fair value hierarchy based on the inputs used to estimate the fair value at the measurement date in the tables below. See Fair Value Measurements in Note 1 for a description of how fair value measurements are determined.

All realized and unrealized gains and losses on investments are included in earnings and are reported in net realized loss on investments and in net change in unrealized loss on investments, respectively, in the statement of operations.

The Company's policy is to recognize transfers in and transfers out as of the actual date of the event or change in circumstances that caused the transfer.

14. Fair Value Disclosures (continued)

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level 3 of the fair value hierarchy as of September 30, 2020 and December 31, 2019.

	Fair Value at September 30 2020	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	**$ 54,190,000**	Discounted cash flows	Discount rate	2%–12%	7%
			ROI multiple	1.0x	1.0x
Equity securities	**500,000**	Enterprise value waterfall	Revenue multiple	1.7x	1.7x
	2,954,012	Transaction price	N/A	N/A	N/A

	Fair Value at December 31 2019	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	**$ 39,487,850**	Discounted cash flows	Discount rate	2%–12%	7%
			ROI multiple	1.0x	1.0x
Equity securities	**500,000**	Enterprise value waterfall	Revenue multiple	1.7x	1.7x
	2,954,012	Transaction price	N/A	N/A	N/A

The significant inputs used in the measurement of debt securities include the discount rate. Increases (decreases) in the discount rate in isolation can result in a lower (higher) fair value measurement. The significant unobservable inputs used in the fair value measurement of equity securities are exit multiples, revenue multiples, and EBITDA multiples. Increases (decreases) in any of the exist multiples, revenue multiples, and EBITDA multiples in isolation can results in a higher (lower) fair value measurement.

Changes in Level 3 assets measured at fair value on a recurring basis were as follows:

	Investments
Balance at December 31, 2018	$ 15,698,801
Purchases of investments	34,837,850
Proceeds from repayment of investments	(5,080,000)
Unrealized loss on investments	(2,514,789)
Balance at December 31, 2019	$ 42,941,862
Purchases of investments	**16,017,150**
Proceeds from repayment of investments	**(1,315,000)**
Unrealized loss on investments	—
Balance at September 30, 2020	**$ 57,644,012**

14. Fair Value Disclosures (continued)

Changes in Level 3 liabilities measured at fair value on a recurring basis were as follows:

	Derivative Liability
Balance at December 31, 2018	$ 4,032,105
Payment on derivative liability	(2,470,499)
Loss on derivative liability	237,940
Balance at December 31, 2019	$ 1,799,546
Payment on derivative liability	—
Loss on derivative liability	**237,046**
Balance at September 30, 2020	**$ 2,036,592**

The carrying amount and estimated fair values, as well as the level within the fair value hierarchy, of the Company's financial instruments are included in the tables that follow.

Assets		**September 30, 2020**	**December 31, 2019**
	Level 1	**$ —**	$ —
Investments in qualified businesses(1)	Level 2	**—**	—
	Level 3	**57,644,012**	42,941,862
	Total	**$ 57,644,012**	$ 42,941,862

Liabilities		**September 30, 2020**	**December 31, 2019**
	Level 1	**$ —**	$ —
Derivative liability(2)	Level 2	**—**	—
	Level 3	**2,036,592**	1,799,546
	Total	**$ 2,036,592**	$ 1,799,546

(1) Includes debt and equity securities held by state-focused funds in underlying portfolio companies.
(2) Derivative not designated as a hedging instrument.

15. Related party transactions

The Company entered into an Administrative Services Agreement with Enhanced Capital Partners, LLC to provide personnel and resources in order for the Company to operate its business units. The Company recognized $5,114,267 and $4,646,777 of general and administrative expenses under this arrangement for the periods ended September 30, 2020 and 2019, respectively.

The Company entered into an Administrative Services Agreement with Tree Line Capital Partners, LLC to provide personnel and resources in order for the Company to operate its business units. The Company recognized $0 and $5,442 of general and administrative expenses under this arrangement for the periods ended September 30, 2020 and 2019, respectively.

16. Goodwill

At September 30, 2020 and December 31, 2019, the Company performed its qualitative assessment for impairment of Goodwill by assessing qualitative indicators of impairment to determine if it is more likely than not that the fair value of the Company's operating entities is less than their respective carrying values. Based on the test performed, the Company did not identify any impairment loss as of September 30, 2020 or December 31, 2019. As of September 30, 2020 and December 31, 2019, the Company recorded $11,201,489 in Goodwill in the accompanying consolidated balance sheets.

17. SSBCI Program Obligation

In November 2011, J4T was approved by the TDA to be a participant in the Jobs for Texas program. J4T was awarded a $10,000,000 investment fund allocation which will be used to invest in qualifying small businesses headquartered within the state of Texas. The program requires a parallel investment be made with private capital for each dollar of allocation used to fund a qualifying business. On December 12, 2014, the performance agreement with the TDA was amended to reduce the investment fund allocation to $5,000,000. As of September 30, 2020 and December 31, 2019, the TDA had made cumulative capital contributions of $11,947,826 for investment in qualified businesses, the Company had outstanding capital called of $5,512,036, and had no remaining committed funding. As of September 30, 2020 and December 31, 2019, $3,136,912 and $3,157,268, respectively, were recorded as a SSBCI program obligation in the accompanying consolidated balance sheets.

18. Commitments and Contingencies

In the ordinary course of its business, the Company may enter into contracts or agreements that contain indemnifications. Future events could occur that lead to the execution of these provisions against the Company. Based on its history and experience, management believes that the likelihood of such an event is remote.

19. Subsequent Events

The Company has evaluated subsequent events through October 31, 2020, the date these consolidated financial statements were available to be issued. During March 2020, the spread of COVID-19 throughout the country resulted in a national and global pandemic, including the temporary shutdown of many small businesses throughout the country. The Company is currently assessing the impact COVID-19 may have on its existing investment portfolio, however, the overall impact is not yet known at this time.

20. Financial Highlights

The Company is presenting the following disclosures for nonregistered investment companies as required by ASC 946. Such results may not be indicative of future performance of the Company. The ratios presented are calculated for member's (deficit) equity as a whole.

	Period Ended September 30, 2020	Year Ended December 31, 2019
Total Return[a]	(564%)	(2,063%)
Ratios to average member's deficit:[b]		
Net investment loss	(c)	(c)
Operating expenses	(c)	(c)

(a) The total return is computed based on the change in value during the period of a theoretical investment made at the beginning of the period. The change in value of a theoretical investment is measured by comparing the Company's aggregate ending value with the aggregate beginning value, adjusted for cash flows related to capital contributions or withdrawals during the period. There were no incentive allocations for the Company for the Period ended September 30, 2020 and Year ended December 31, 2019.

(b) Ratios are computed on the weighted-average member's deficit of the Company for the Period ended September 30, 2020 and Year ended December 31, 2019. Net investment loss, as defined, excludes realized and unrealized losses.

(c) Ratios are not meaningful due to the Member's deficit as of September 30, 2020 and December 31, 2019.

Enhanced Capital Group, LLC and subsidiaries
Consolidating Balance Sheet
September 30, 2020

	Enhanced Capital Group, LLC	Enhanced Tax Credit Finance, LLC Consolidated	Enhanced Asset Management, LLC Consolidated	Eliminations	Consolidated Total
Assets					
Cash and cash equivalents	$ 67,909	$ 5,803,933	$ 28,873	$ —	$ 5,900,715
Restricted cash	—	2,262,608	—	—	2,262,608
Accounts receivable	—	1,568,063	250,343	—	1,818,406
Accrued interest receivable	—	3,491,835	—	—	3,491,835
Due from related party	94	76,403	—	—	76,497
Related party note receivable	89,068	—	—	—	89,068
ECP note receivable, net of discount	30,212,141	—	—	—	30,212,141
State NMTC notes receivable	—	13,187,738	—	—	13,187,738
Investments, at estimated fair value	—	54,490,000	3,154,012	—	57,644,012
Investment in unconsolidated subsidiaries	—	226,934	1,794,995	—	2,021,929
Investment in consolidated subsidiaries	8,569,625	—	—	(8,569,625)	—
Transferable state tax credits	—	1,692,768	—	—	1,692,768
Other assets	135,868	712,353	—	—	848,221
Debt issuance costs	—	—			—
Goodwill	11,201,489	—	—	—	11,201,489
Total assets	$ 50,276,194	$ 83,512,635	$ 5,228,223	$ (8,569,625)	$ 130,447,427
Liabilities and members' equity					
Liabilities					
Accounts payable and accrued expenses	$ 110,580	$ 366,026	$ 17,100	$ —	$ 493,706
Unearned premium tax credits	—	8,823,333	—	—	8,823,333
Accrued interest payable	808,950	2,169,717	—	—	2,978,667
State tax credit deposits	—	330,107	—	—	330,107
Unearned management fees	—	2,041,786	—	—	2,041,786
State program obligation	—	—	3,136,912	—	3,136,912
Due to related parties	2,679,454	—	—	—	2,679,454
State tax credit notes payable	—	26,659,698	—	—	26,659,698
State program notes payable	—	33,300,230	—	—	33,300,230
Credit facility	—	1,692,768	—	—	1,692,768
Investment firm notes payable, net of unamortized issuance costs	40,052,836	—	—	—	40,052,836
Derivative liability	2,036,592	—	—	—	2,036,592
Redemption notes payable, net of unamortized discount	18,868,881	—	—	—	18,868,881
Total liabilities	64,557,293	75,383,665	3,154,012	—	143,094,970
Members' equity					
Paid in Capital	7,822,926	4,440,000	—	(8,569,625)	3,693,301
Retained Earnings	(16,856,957)	(2,499,925)	2,058,774	—	(17,298,108)
Dividends Paid	—	(6,955,000)	(1,345,394)	8,300,394	—
CY Income/(Loss)	(5,247,068)	6,550,495	1,360,831	(8,300,394)	(5,636,136)
Controlling interests	(14,281,099)	1,535,570	2,074,211	(8,569,625)	(19,240,943)
Non-controlling interests	—	6,593,400	—	—	6,593,400
Total members' equity	(14,281,099)	8,128,970	2,074,211	(8,569,625)	(12,647,543)
Total liabilities and members' equity	$ 50,276,194	$ 83,512,635	$ 5,228,223	$ (8,569,625)	$ 130,447,427

Enhanced Capital Group, LLC and subsidiaries
Consolidating Statement of Operations
September 30, 2020

	Enhanced Capital Group, LLC	Enhanced Tax Credit Finance, LLC Consolidated	Enhanced Asset Management, LLC Consolidated	Eliminations	Consolidated Total
Revenue					
Interest income, including fees:					
Cash and cash equivalents	$ —	$ 25,216	$ —	$ —	$ 25,216
Notes receivable	1,005	859,233	—	—	860,238
Asset management fees	—	—	1,000,000	—	1,000,000
Tax credit fees	—	9,908,168	—	—	9,908,168
Investments	—	2,552,069	—	—	2,552,069
Total interest income, including fees	1,005	13,344,686	1,000,000	—	14,345,691
Dividend income from subsidiaries	8,300,394	—	—	(8,300,394)	—
Total Revenue	8,301,399	13,344,686	1,000,000	(8,300,394)	14,345,691
Expenses					
Professional Fees	551,367	1,455,094	24,214	—	2,030,675
General and administrative	5,903,156	1,206,660	3,667	—	7,113,483
Interest expense — Sub Notes	1,371,105	—	—		1,371,105
Interest expense — Solar note	1,974,340	—	—		1,974,340
Interest expense — NMTC	—	742,293	—		742,293
Interest expense — State TC	—	3,155,128	—		3,155,128
Debt Issuance Costs	189,850	235,016	—		424,866
Interest, net of discount amortization	3,535,295	4,132,437	—	—	7,667,732
Depreciation and other amortization	91,265	—	—	—	91,265
Total expenses	10,081,083	6,794,191	27,881	—	16,903,155
Net investment (loss) income	(1,779,684)	6,550,495	972,119	(8,300,394)	(2,557,464)
Income from unconsolidated subsidiaries	—	—	368,356	—	368,356
Change in state profits interest	—	—	20,356	—	20,356
Loss on derivative liability	(237,046)	—	—	—	(237,046)
Unrealized loss on note receivable	(3,230,338)	—	—	—	(3,230,338)
Net realized loss on investments	—	—		—	—
Unrealized loss on investments	—	—	—	—	—
Beginning of year	—	(2,600,000)	(1,781,988)	—	(4,381,988)
End of year	—	(2,600,000)	(1,781,988)	—	(4,381,988)
Net Change in unrealized Loss on Investments	—	—	—	—	—
Net realized and unrealized loss on investments	—	—	—	—	—
Net income (loss)	$ (5,247,068)	$ 6,550,495	$ 1,360,831	$ (8,300,394)	$ (5,636,136)

Enhanced Tax Credit Finance, LLC and subsidiaries
Consolidating Balance Sheet
September 30, 2020

	Enhanced Tax Credit Finance, LLC	Enhanced Capital Consulting, LLC Consolidated	Enhanced Community Development, LLC	Enhanced Capital HTC Manager, LLC	Enhanced Capital RETC Manager, LLC	Enhanced Capital Tax Credit Manager, LLC	Enhanced Capital Utah Note Issuer, LLC	Enhanced Capital Utah Rural Fund, LLC	Enhanced Capital Nevada NMTC Investor II, LLC	Enhanced Tax Credit Lending, LLC	Enhanced Capital Georgia Rural Holdings, LLC Consolidated	Enhanced Capital OH Rural Holdings, LLC Consolidated	Enhanced Capital Rural Manager, LLC	Total	Eliminations	Consolidated Total
Assets																
Cash and cash equivalents	$ 23,122	$ 2,140,909	$ 2,547,746	$ 408,821	$ 37,608	$ 45,636	$ —	$ 12,528	$ 4,922	$ 73,064	$ 208,729	$ 295,039	$ 5,809	$ 5,803,933	$ —	$ 5,803,933
Restricted cash	—	22,501	—	—	—	—	—	1,820,000	—	330,107	90,000	—	—	2,262,608	—	2,262,608
Accounts receivable	—	—	1,016,943	—	551,120	—	—	—	—	—	—	—	—	1,568,063	—	1,568,063
Accrued interest receivable	—	—	—	—	—	—	3,054,718	101,794	4,595	—	178,432	152,296	—	3,491,835	—	3,491,835
Due from related party	—	40,259	430	34,727	1,986	—	—	—	—	16,700	—	10,000	161,499	265,601	(189,198)	76,403
State NMTC notes receivable	—	—	—	—	—	—	6,762,500	—	6,425,238	—	—	—	—	13,187,738	—	13,187,738
Investments, at estimated fair value	—	—	—	—	—	—	—	9,580,000	—	—	19,910,000	25,000,000	—	54,490,000		54,490,000
Investment in unconsolidated subsidiaries	—	158,350	68,344	—	—	—	—	—	240	—	—	—	—	226,934	—	226,934
Investment in consolidated subsidiaries	14,244,953	—	—	—	—	—	—	—	—	—	—	—	—	14,244,953	(14,244,953)	—
Transferable state tax credits	—	1,692,768	—	—	—	—	—	—	—	—	—	—	—	1,692,768	—	1,692,768
Other assets	—	—	—	—	—	—	—	—	712,353	—	—	—	—	712,353	—	712,353
Total assets	$ 14,268,075	$ 4,054,787	$ 3,633,463	$ 443,548	$ 590,714	$ 45,636	$ 9,817,218	$ 11,514,322	$ 7,147,348	$ 419,871	$ 20,387,161	$ 25,457,335	$ 167,308	$ 97,946,786	$ (14,434,151)	$ 83,512,635
Liabilities and members' equity																
Liabilities																
Accounts payable and accrued expenses	$ —	$ 22,500	$ 75,455	$ 201,059	$ 2,294	$ —	$ —	$ 28,165	$ —	$ —	$ 11,498	$ 22,755	$ 2,300	$ 366,026	$ —	$ 366,026
Unearned premium tax credits	—	—	—	—	—	—	8,823,333	—	—	—	—	—	—	8,823,333	—	8,823,333
Accrued interest payable	—	29,751	—	—	—	—	19,508	1,206,025	1,355	—	473,401	439,677	—	2,169,717	—	2,169,717
State tax credit deposits	—	—	—	—	—	—	—	—	—	330,107	—	—	—	330,107	—	330,107
Unearned management fees	—	—	—	2,041,786	—	—	—	—	—	—	—	—	—	2,041,786	—	2,041,786
Due to related parties	—	—	—	16,700	—	—	—	25,000	—	—	137,498	—	10,000	189,198	(189,198)	—
State tax credit notes payable	—	—	—	—	—	—	793,979	—	3,640,873	—	10,461,236	11,763,610	—	26,659,698	—	26,659,698
State program notes payable	—	—	—	—	—	—	—	6,924,172	—	—	11,260,700	15,115,358	—	33,300,230	—	33,300,230
Credit facility	—	1,692,768	—	—	—	—	—	—	—	—	—	—	—	1,692,768	—	1,692,768
Total liabilities	—	1,745,019	75,455	2,259,545	2,294	—	9,636,820	8,183,362	3,642,228	330,107	$ 22,344,333	27,341,400	12,300	75,572,863	(189,198)	75,383,665
Members' equity (deficit)																
Paid-in capital	4,440,000	624,003	3,505,622	—	—	10,000	—	1,641,667	3,500,000	—	1,533,661	2,500,000	930,000	18,684,953	(14,244,953)	4,440,000
Retained earnings	9,278,931	366,816	(448,680)	(1,816,432)	1,064,810	43,029	(241,707)	(4,314,635)	—	207,120	(2,859,303)	(3,513,887)	(265,987)	(2,499,925)	—	(2,499,925)
Contributions	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Dividends paid	(6,955,000)	(1,150,000)	(2,700,000)	(730,000)	(1,500,000)	(150,000)	(275,000)	—	—	(400,000)	—	—	(100,000)	(13,960,000)	7,005,000	(6,955,000)
Current year income (loss)	6,914,832	2,468,949	3,201,066	730,435	1,023,610	142,607	697,105	190	4,770	282,644	(631,530)	(870,178)	(409,005)	13,555,495	(7,005,000)	6,550,495
Total	13,678,763	2,309,768	3,558,008	(1,815,997)	588,420	45,636	180,398	(2,672,778)	3,504,770	89,764	(1,957,172)	(1,884,065)	155,008	15,780,523	(14,244,953)	1,535,570
Non-controlling interest	589,312	—	—	—	—	—	—	6,003,738	350	—	—	—	—	6,593,400		6,593,400
Total members' equity	14,268,075	2,309,768	3,558,008	(1,815,997)	588,420	45,636	180,398	3,330,960	3,505,120	89,764	(1,957,172)	(1,884,065)	155,008	22,373,923	(14,244,953)	8,128,970
Total liabilities and members' equity	$ 14,268,075	$ 4,054,787	$ 3,633,463	$ 443,548	$ 590,714	$ 45,636	$ 9,817,218	$ 11,514,322	$ 7,147,348	$ 419,871	$ 20,387,161	$ 25,457,335	$ 167,308	$ 97,946,786	$ (14,434,151)	$ 83,512,635

Enhanced Tax Credit Finance, LLC and subsidiaries
Consolidating Statement of Operations
September 30, 2020

	Enhanced Tax Credit Finance, LLC	Enhanced Capital Consulting, LLC Consolidated	Enhanced Community Development, LLC	Enhanced Capital HTC Manager, LLC	Enhanced Capital RETC Manager, LLC	Enhanced Capital Tax Credit Manager, LLC	Enhanced Capital Utah Note Issuer, LLC	Enhanced Tax Credit Lending, LLC	Enhanced Capital Utah Rural Fund, LLC	Enhanced Capital Nevada NMTC Investor II, LLC	Enhanced Capital Georgia Rural Holdings, LLC Consolidated	Enhanced Capital OH Rural Holdings, LLC Consolidated	Enhanced Capital Rural Manager, LLC	Eliminations	Consolidated Total
Revenue															
Interest income, including fees:															
Cash and cash equivalents	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ 6,998	$ 18,218	$ —	$ —	$ 25,216
Notes receivable	—	—	—	—	—	—	854,638	—	—	4,595	—	—	—	—	859,233
Tax credit fees	—	2,783,863	4,271,000	1,291,149	1,056,400	186,252	—	319,504	—	—	—	—	—	—	9,908,168
Investments	—	—	—	—	—	—	—	—	556,814	1,635	848,490	1,145,130	—	—	2,552,069
Total interest income, including fees	—	2,783,863	4,271,000	1,291,149	1,056,400	186,252	854,638	319,504	556,814	6,230	855,488	1,163,348	—	—	13,344,686
Dividend income from subsidiaries	7,005,000	—	—	—	—	—	—	—	—	—	—	—	—	(7,005,000)	—
Total Revenue	7,005,000	2,F783,863	4,271,000	1,291,149	1,056,400	186,252	854,638	319,504	556,814	6,230	855,488	1,163,348	—	(7,005,000)	13,344,686
Expenses															
Professional Fees	17,956	68,597	928,957	140,511	16,269	5,470	—	27,674	46,367	—	68,736	104,136	30,421	—	1,455,094
General and administrative	72,212	130,802	140,977	420,203	16,521	38,175	—	9,186	—	—	—	—	378,584	—	1,206,660
Interest, net of discount amortization	—	115,515	—	—	—	—	157,533	—	510,257	1,460	1,418,282	1,929,390	—	—	4,132,437
Total expenses	90,168	314,914	1,069,934	560,714	32,790	43,645	157,533	36,860	556,624	1,460	1,487,018	2,033,526	409,005	—	6,794,191
Net income (loss)	$ 6,914,832	$ 2,468,949	$ 3,201,066	$ 730,435	$ 1,023,610	$ 142,607	$ 697,105	$ 282,644	$ 190	$ 4,770	$ (631,530)	$ (870,178)	$ (409,005)	$ (7,005,000)	$ 6,550,495

Enhanced Capital Partners, LLC
Consolidated Financial Statements
December 31, 2019 and 2018
(With Independent Auditors' Report Thereon)

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Report of Independent Auditors

The Members
Enhanced Capital Partners, LLC

We have audited the accompanying consolidated financial statements of Enhanced Capital Partners, LLC , which comprise the consolidated balance sheets, including the consolidated schedules of investments, as of December 31, 2019 and 2018, and the related consolidated statements of operations, members' (deficit) equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

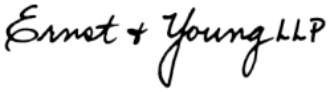
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Enhanced Capital Partners, LLC at December 31, 2019 and 2018, and the consolidated results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.



December 23, 2020

A member firm of Ernst & Young Global Limited

Enhanced Capital Partners, LLC

Consolidated Balance Sheets

December 31, 2019 and 2018

	2019	2018
Assets		
Cash and cash equivalents	**$ 5,298,246**	$ 9,415,047
Restricted cash	**4,792,735**	1,340,549
Accrued interest receivable	**255,629**	385,884
Due from related party	**2,209,264**	1,251,918
Investments in qualified businesses, at fair value (cost of $32,921,868 and $43,106,512 as of December 31, 2019 and December 31, 2018, respectively)	**31,180,060**	41,269,838
Investments in unconsolidated subsidiaries	**2,120,490**	2,393,950
Prepaid expenses and other assets, net	**180,063**	269,316
Earned premium tax credits	**49,645,794**	61,268,032
Payment undertaking contracts	**17,767,639**	19,768,828
Total assets	**$ 113,449,920**	$ 137,363,362
Liabilities and members' deficit		
Accounts payable and accrued expenses	**$ 4,095,221**	$ 4,351,238
Accrued interest payable	**5,494,451**	7,842,381
Accrued supplemental insurance and profits interest	**5,554,042**	5,703,557
Credit facility	**—**	200,000
CAPCO notes payable, net of discount	**82,884,730**	92,661,058
ECG note payable, net of discount	**42,167,694**	44,743,292
Total liabilities	**140,196,138**	155,501,526
Deficit:		
Members' deficit	**(27,792,558)**	(19,605,776)
Noncontrolling interest	**1,046,340**	1,467,612
Total deficit	**(26,746,218)**	(18,138,164)
Total liabilities and members' deficit	**$ 113,449,920**	$ 137,363,362

See accompanying notes.

Enhanced Capital Partners, LLC

Consolidated Statements of Operations

Years Ended December 31, 2019 and 2018

	2019	2018
Income from premium tax credits	**$ 6,898,218**	$ 35,200,065
Interest income, including fees:		
Cash equivalents and restricted cash	**14,515**	6,039
Investments	**1,975,792**	2,238,526
Payment undertaking contracts	**459,572**	411,823
Other fee income	**52,595**	66,032
Total interest income, including fees	**2,502,474**	2,722,420
Administrative and support services income	**6,863,726**	6,462,952
Total income	**16,264,418**	44,385,437
Expenses:		
Professional fees	**692,388**	728,802
General and administrative	**1,236,008**	3,203,846
Interest, net of premium and discount amortization	**14,009,436**	14,423,715
Depreciation and amortization	**197,100**	395,491
Administrative and support services expense	**7,930,183**	7,461,965
Total expenses	**24,065,115**	26,213,819
Net investment (loss) income	**(7,800,697)**	18,171,618
Gain (loss) from unconsolidated subsidiaries	**95,781**	(436,195)
Change in accrued supplemental insurance	**(715,140)**	(1,120,747)
Net realized gain (loss) on investments	**9,413**	(5,015,080)
Unrealized loss on investments:		
Beginning of period	**(1,836,674)**	(6,173,192)
End of period	**(1,741,808)**	(1,836,674)
Net unrealized gain on investments	**94,866**	4,336,518
Net realized and unrealized gain (loss) on investments	**104,279**	(678,562)
Net (loss) income	**(8,315,777)**	15,936,114
Net loss (income) attributable to non-controlling interests	**128,995**	(486,287)
Net (loss) income attributable to members	**$ (8,186,782)**	$ 15,449,827

See accompanying notes.

Enhanced Capital Partners, LLC

Consolidated Statements of Members' Deficit

Years Ended December 31, 2019 and 2018

	Members' Deficit	Noncontrolling Interest	Total Deficit
Balances at December 31, 2017	$ (35,055,603)	$ 1,444,932	$ (33,610,671)
Return of capital	—	(150,000)	(150,000)
Distributions	—	(313,607)	(313,607)
Net income	15,449,827	486,287	15,936,114
Balances at December 31, 2018	(19,605,776)	1,467,612	(18,138,164)
Distributions	**—**	**(292,277)**	**(292,277)**
Net loss	**(8,186,782)**	**(128,995)**	**(8,315,777)**
Balances at December 31, 2019	**$ (27,792,558)**	**$ 1,046,340**	**$ (26,746,218)**

See accompanying notes.

Enhanced Capital Partners, LLC

Consolidated Statements of Cash Flows

Years Ended December 31, 2019 and 2018

	2019	2018
Operating activities		
Net income	**$ (8,315,777)**	$ 15,936,114
Adjustment to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**197,100**	395,491
Accretion of payment undertaking contracts	**(459,572)**	(411,823)
Income from premium tax credits	**(6,898,218)**	(35,200,065)
Amortization of debt issuance costs	**441,858**	459,014
Non-cash interest expense	**11,890,016**	12,157,714
(Gain) loss from unconsolidated subsidiaries	**(95,781)**	436,195
Unrealized gain on qualified investments, net	**(94,866)**	(4,336,518)
Realized loss on investments, net	**(9,413)**	5,015,080
Proceeds from repayment and sales of qualified investments	**20,074,377**	14,358,907
Purchase of investments in qualified businesses	**(9,880,320)**	(11,185,888)
Supplemental insurance and profits interest payments	**(864,655)**	(1,284,505)
Change in accrued supplemental insurance and profits interest	**715,140**	1,120,747
Changes in assets and liabilities:		
Accrued interest receivable	**130,255**	120,787
Prepaid expenses and other assets, net	**(166,867)**	(117,675)
Due from related party	**(957,346)**	612,751
Accounts payable and accrued expenses	**(256,017)**	1,537,549
Accrued interest payable	**(1,636,340)**	1,211,142
Net cash provided by operating activities	**3,813,574**	825,017
See accompanying notes.		
Investing activities		
Proceeds from investments in unconsolidated subsidiaries	**369,241**	250,677
Payment for payment undertaking agreement	**(3,487,508)**	—
Net cash (used in) provided by investing activities	**(3,118,267)**	250,677

See accompanying notes.

Enhanced Capital Partners, LLC

Consolidated Statements of Cash Flows (continued)

Years Ended December 31, 2019 and 2018

	2019	2018
Financing activities		
Payment for debt issuance costs	**$ (330,944)**	$ —
Proceeds from issuance of CAPCO notes payable	**9,528,336**	—
Payments on CAPCO notes payable	**(2,108,897)**	—
Proceeds from credit facility and term loans	**—**	2,500,000
Payments on credit facility and term loans	**(200,000)**	(2,300,000)
Payments on subordinated note payable	**(7,956,140)**	(3,940,694)
Return of capital to non-controlling interest	**—**	(150,000)
Distributions to non-controlling interest	**(292,277)**	(313,607)
Net cash used in financing activities	**(1,359,922)**	(4,204,301)
Net decrease in cash, cash equivalents, and restricted cash	**$ (664,615)**	$ (3,128,607)
Cash, cash equivalents, and restricted cash at beginning of period	**10,755,596**	13,884,203
Cash, cash equivalents, and restricted cash at end of period	**$ 10,090,981**	$ 10,755,596
Cash and cash equivalents	**$ 5,298,246**	$ 9,415,047
Restricted cash	**4,792,735**	1,340,549
Total cash, cash equivalents, and restricted cash	**$ 10,090,981**	$ 10,755,596
Noncash operating and financing activities		
Settlement of CAPCO notes payable and accrued interest payable with:		
Payment undertaking contracts	**$ 5,948,269**	$ 5,487,072
Premium tax credits	**18,520,454**	20,571,994
Supplemental cash flow disclosure		
Cash paid for interest	**$ 1,413,040**	$ 595,846

See accompanying notes.

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Technology and Software:								
Louisiana Technology Fund, LLC								
Common Units	N/A	326	$ 347,280	$ 2,764	N/A	326	$ 425,617	$ 81,100
Louisiana Technology Fund 2006, LLC								
Common Units	N/A	291	244,398	1,646	N/A	291	256,053	13,300
RepEquity, Inc.								
Series A Convertible Preferred Stock	N/A	383,825	350,000	1,050,000	N/A	383,825	350,000	1,050,000
Common stock	N/A	738,589	2,299,545	1,652,740	N/A	738,589	2,299,545	1,458,324
Warrants - Common	N/A	109,385	—	142,592	N/A	109,385	—	113,799
Convertible Debt, 10%, Due date 7/31/2022	N/A		200,000	200,000	N/A		—	—
	N/A		2,849,545	3,045,332	N/A		2,649,545	2,622,123
Post-N-Track Corporation								
Debt Securities,5%, Due date 09/30/2018	N/A		—	—	N/A		1,114,285	1,114,285
Camgian Microsystems Corporation								
Debt securities, Term A&B 16%, Due date 7/10/2020	N/A		—	—	N/A		223,268	223,268
Spot-On Networks, LLC								
Debt Securities, 3%, Term A&B Due date 12/31/2019, Term C Due date 3/1/2021	N/A		1,225,000	1,225,000	N/A		1,225,000	1,225,000
Inbox Health Corp								
Series Seed Preferred Stock	N/A	439,946	109,987	109,987	N/A	439,946	109,987	109,987
Pennsylvania Globe Gaslight Co.								
Debt Securities, 8%, Due date 7/7/2020	N/A		207,500	207,500	N/A		237,500	237,500
Budderfly, Inc.								

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Debt Securities, Term A 3%, Due date 9/29/20, Term B 8%, Due date 9/29/20, Term C 3%, Due date 6/11/21	N/A		—	—	N/A		2,985,000	2,985,000
Grey Wall Software, LLC								
Debt Securities, Term A 6%, Due date 3/19/2021, Term B 6%, Due date 5/3/2021, Term C 8%, Due date	N/A		1,418,760	1,418,760	N/A		1,000,000	1,000,000
TRS Fuel Cell, LLC								
Debt Securities, 6%, Due date 1/14/2022	N/A		1,500,000	1,500,000	N/A		—	—
Energea Global, LLC								
Debt Securities, 8%, Due date 1/10/2022	N/A		1,000,000	1,000,000	N/A		—	—
Total Technology and Software Investments	N/A		8,902,470	8,510,989	N/A		10,359,445	9,744,753
Healthcare:								
ContinuumRX Services, Inc.								
Series A Preferred Stock	N/A	1,357,704	$ 227,898	$ 501,013	N/A	1,357,704	$ 227,898	$ 454,199
Series B Preferred Stock	N/A	582,931	511,135	448,688	N/A	582,931	511,135	429,349
Common Shares	N/A	2,781,956	1,993,910	864,651	N/A	2,781,956	1,993,910	569,282
Common Warrants	N/A	—	32,832	32,832	N/A	—	—	—
	N/A		2,765,775	1,847,184	N/A		2,732,943	1,452,830
CircleLink Health Inc. (f/k/a MedAdherence, LLC)								
Series Seed 6 Preferred Stock	N/A	327,045	75,000	73,354	N/A	327,045	75,000	73,354
Precipio, Inc.								
Series B Preferred Stock	N/A	1,282	75,000	2,957	N/A	19,241	75,000	2,957

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
iMedEquip, LLC								
Debt Securities,16%,Due date 09/23/2019	N/A		—	—	N/A		350,000	350,000
Happy Mountains, LLC								
Debt Securities, 6.50%, Term A Due date 11/22/2019, Term B Due date 12/07/2020	N/A		—	—	N/A		5,168,000	5,168,000
Windham Nursing, LLC								
Debt Securities, 3%, Due date 11/16/2021	N/A		1,485,000	1,485,000	N/A		1,500,000	1,500,000
RightPro Staffing, LLC								
Debt Securities, 6.5%, Term A Due date 12/6/2021,	N/A		544,487	544,487	N/A		400,000	400,000
Term B Due date 11/17/2022								
Total Healthcare Investments	N/A		4,945,262	3,952,982	N/A		10,300,943	8,947,141
Food and Beverage Services:								
City Winery New York, LLC								
Common Stock	N/A	469	54,000	1,504,278	N/A	469	54,000	1,288,735
Wyoming Authentic Products, LLC								
Series B&C Preferred Stock	N/A	310,204	310,204	—	N/A	310,204	310,204	—
Debt securities, 4.50%, Term A Due date 7/1/20, Term B 4/1/2023	N/A		1,300,000	1,300,000	N/A		1,000,000	1,000,000
	N/A		1,610,204	1,300,000	N/A		1,310,204	1,000,000
Vertical Harvest, LLC								
Debt securities, Term A, B, & C 3%, Term A Due date 10/1/20, Term B Due date 5/22/2020, Term C Due date 5/1/2023	N/A		635,000	635,000	N/A		345,000	345,000

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Salad Days, LLC								
Debt Securities, 6%, Due Date 11/26/2023	N/A		162,000	162,000	N/A		—	—
Total Food and Beverage Services Investments	N/A		2,461,204	3,601,278	N/A		1,709,204	2,633,735
Manufacturing:								
Rheonix, Inc.								
Series A Convertible Preferred Stock	N/A	212,585	$ 250,000	$ —	N/A	212,585	$ 250,000	$ 150,000
Oxford Performance Materials, LLC								
Series A Preferred Stock	N/A		150,000	150,000	N/A		150,000	150,000
Kat Burki, Inc.								
Debt Securities, 15%, Due date 1/31/2018	N/A		2,076,821	2,076,821	N/A		2,100,742	1,724,127
SciApps, Inc.								
Series B Preferred Stock	N/A	117,371	250,000	326,764	N/A	117,371	250,000	280,631
Serice C Preferred Stock	N/A	66,744	102,787	134,348	N/A	66,744	102,787	115,381
Series C-1 Preferred Stock	N/A	86,108	92,997	121,552	N/A	86,108	92,997	104,391
	N/A		445,784	582,664	N/A		445,784	500,403
Empire Geonomics, LLC								
Convertible debt securities, 12%, Due date 12/31/2020	N/A		87,054	87,054	N/A		91,979	91,979
Pro South, Inc.								
Debt securities, 12%, Due date 2/1/2020	N/A		326,777	—	N/A		416,667	416,667
Greenleaf Energy Solutions, LLC								

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Debt Securities, 6%, Term A Due date 8/14/2020, Term B Due date 5/3/2022	N/A		1,482,000	1,482,000	N/A		810,000	810,000
Florian Tools								
Debt Securities, 8%, Due date 06/16/2019	N/A		—	—	N/A		434,750	434,750
Air-Up Vending, LLC								
Debt securities, Term A 8%, Term B 3% Due date 10/1/2020, Term C 8%, Term D 3% Due date 2/22/21	N/A		480,952	480,952	N/A		984,523	984,523
Magnolia Energy Solution, LLC								
Debt securities, 3.85%, Due date 1/1/2021	N/A		300,000	300,000	N/A		1,008,333	1,008,333
River & Roads, LLC								
Debt securities, 3.85%, Due date 1/1/2021	N/A		155,417	155,417	N/A		710,417	710,417
DMOS, LLC								
Preferred Stock	N/A	695,507	50,000	50,000	N/A	695,507	50,000	50,000
Total Manufacturing Investments	N/A		5,804,805	5,364,908	N/A		7,453,195	7,031,199
Services:								
Saff, Inc.								
Debt Securities,12%, Due date 1/1/2021	N/A		$ 22,486	$ 22,486	N/A		$ 34,841	$ 34,841
Cotton Mill Hotel Group, LLC								
Debt securities,4% in 2018, 2.125% in 2019, Due date 11/01/20	N/A		1,137,253	895,244	N/A		1,268,861	1,268,861

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Discover Video, LLC								
Debt Securities, 8%, Due date 07/28/2020	N/A		162,500	162,500	N/A		557,500	557,500
Brighter Health Network, LLC								
Debt securities, 8%, Due date 2/29/20	N/A		455,555	455,555	N/A		655,556	655,556
Landshark Transport, LLC								
Debt securities, 6.50%, Due date 9/1/2019	N/A		—	—	N/A		53,205	53,205
CK Mechanical Plumbing and Heating, Inc.								
Debt securities,10%, Due date 7/1/2020	N/A		637,000	175,785	N/A		647,000	185,785
Brushbuck Guide Services, Inc.								
Debt securities, 7% in 2018, 8% in 2019, due date 01/01/2021	N/A		—	—	N/A		765,000	765,000
Y2 Consultants, LLC								
Debt securities, 8%, Due date 6/01/2021	N/A		—	—	N/A		1,082,500	1,082,500
Educational Playcare, LLC								
Debt Securities, 8%, Term A Due date 06/27/20, Term B Due date 2/23/21	N/A		—	—	N/A		2,305,000	2,305,000
Pinnacle Medical Solution, LLC								
Debt securities, 4.5%, Due date 10/2/2020	N/A		708,333	708,333	N/A		829,762	829,762
Frost, LLC								
Debt securities,5%, Due date 01/01/2021	N/A		89,000	89,000	N/A		125,000	125,000
Delcon Partners, LLC								
Debt securities, 3.5%, Due date 5/01/2022	N/A		—	—	N/A		1,400,000	1,400,000

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Fireside Glamping, LLC								
Debt securities,10%, Due date 4/30/2017	N/A		—	—	N/A		59,500	150,000
TriLipid, LLC								
Debt securities, 10%, Due date 3/16/2022	N/A		2,001,000	2,001,000	N/A		1,500,000	1,500,000
Powderhorn Partners, LLC								
Debt securities,3.5%, Due date 9/1/2022	N/A		$ 440,000	$ 440,000	N/A		$ 1,250,000	$ 1,250,000
Echo Transportation, LLC								
Debt securities,8%, Due date 9/1/2023	N/A		705,000	350,000	N/A		750,000	750,000
Vesper, LLC								
Debt Securities, 8%, Due date 2/5/2022	N/A		500,000	500,000	N/A		—	—
Voice Glance, LLC								
Debt Securities, 6%, Term A Due date 2/14/2022, Term B Due date 4/10/2022	N/A		700,000	700,000	N/A		—	—
Posigen CT, LLC								
Debt Securities, 8%, Due date 5/3/2022	N/A		2,500,000	2,500,000	N/A		—	—
Lillian August Design, LLC								
Debt Securities, 8%, Due date 11/04/2021	N/A		750,000	750,000	N/A		—	—
Total Services Investments	N/A		10,808,127	9,749,903	N/A		13,283,725	12,913,010
Total Investments	N/A		$32,921,868	$31,180,060	N/A		$43,106,512	$41,269,838

See accompanying notes

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued)

	December 31, 2019				December 31, 2018			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Summary of Securities								
Preferred Stock	N/A		$ 2,555,008	$ 2,968,663	N/A		$ 2,405,008	$ 2,820,249
Common Stock	N/A		4,939,133	4,026,079	N/A		5,029,125	3,410,741
Warrants - Common	N/A		32,832	175,424	N/A		—	113,799
Debt Securities	N/A		25,307,841	23,922,840	N/A		35,430,400	34,683,070
Convertible Debt Securities	N/A		87,054	87,054	N/A		241,979	241,979
Total Investments	N/A		$32,921,868	$31,180,060	N/A		$43,106,512	$41,269,838

See accompanying notes

Enhanced Capital Partners, LLC

Notes to Consolidated Financial Statements

December 31, 2019

1. Summary of Significant Accounting Policies

The following is a summary of the significant accounting policies used by Enhanced Capital Partners, LLC (ECP or the Company), in the preparation of its consolidated financial statements in accordance with accounting principles generally accepted in the United States.

Basis of Presentation and Description of Business

The Company's primary business objective is to participate in certified capital company premium tax credit programs adopted by various states throughout the United States. The Company's principal investment objective is to maximize portfolio return by generating current income from debt investments and capital appreciation from equity and equity-related investments, including warrants, convertible securities, and other rights to acquire equity securities in a portfolio company. ECP's portfolio investments are debt and equity investments in small and emerging private companies through its Certified Capital Companies (CAPCOs).

A CAPCO issues qualified debt instruments to insurance company investors (Certified Investors) in exchange for cash. The gross proceeds of these debt instruments are Certified Capital, which is used to make targeted investments in qualified businesses (Investments in Qualified Businesses, as defined under the respective state statutes, or Qualified Businesses). Such investments are accounted for using the fair value method of accounting, as described in Accounting Standards Codification (ASC) 946, Financial Services – Investment Companies. Participation in each CAPCO program legally entitles the CAPCO to receive (or earn) tax credits from the state upon satisfying quantified, defined investment percentage thresholds and time requirements. In order for a CAPCO to maintain its state-issued certifications, the CAPCO must make Investments in Qualified Businesses in accordance with these requirements. These state requirements are mirrored in the limitations agreed to by each CAPCO in its written contractual agreements with its Certified Investors and limit the activities of the CAPCO to conducting the business of a CAPCO.

The CAPCOs can satisfy the interest and principal payments on the notes by delivering premium tax credits and cash payments from Payment Undertaking Contracts. The CAPCOs have the legal right to deliver the premium tax credits to the Certified Investors. The Certified Investors legally have the right to receive and use the premium tax credits and would, in turn, use these premium tax credits to reduce their respective state tax liabilities in an amount normally equal to 100% of their certified investment. The premium tax credits can be utilized over a fixed time period, at a fixed rate and, in some instances, the premium tax credits are transferable and can be carried forward. The premium tax credits, plus the Payment Undertaking Contracts and accumulated interest thereon, are designed to satisfy in full both the principal amount and accumulated interest on the notes payable.

The following is a summary of each CAPCO, its state of certification, and date of certification:

CAPCO	State of Certification	Date of Certification
Enhanced Louisiana Issuer, LLC	Louisiana	December 15, 1997
Enhanced Louisiana Capital II, LLC	Louisiana	September 27, 2002
Enhanced Louisiana Capital III, LLC	Louisiana	June 17, 2003
Enhanced New York Issuer, LLC	New York	November 27, 2000
Enhanced Capital New York Fund II, LLC	New York	November 26, 2004

1. Summary of Significant Accounting Policies

CAPCO	State of Certification	Date of Certification
Enhanced Capital New York Fund III, LLC	New York	September 26, 2005
Enhanced Colorado Issuer, LLC	Colorado	February 20, 2002
Enhanced Alabama Issuer, LLC	Alabama	November 6, 2003
Enhanced Capital Alabama Fund II, LLC	Alabama	February 27, 2008
Enhanced Capital District Fund, LLC	District of Columbia	September 13, 2004
Enhanced Capital Texas Fund, LP	Texas	April 8, 2005
Enhanced Capital Texas Fund II, LLC	Texas	November 18, 2007
Enhanced Capital Connecticut Fund I, LLC	Connecticut	January 25, 2011
Enhanced Capital Connecticut Fund II, LLC	Connecticut	January 27, 2011
Enhanced Capital Connecticut Fund III, LLC	Connecticut	November 22, 2011
Enhanced Capital Connecticut Fund IV, LLC	Connecticut	December 9, 2013
Enhanced Capital Connecticut Fund V, LLC	Connecticut	November 6, 2015
Enhanced Capital Wyoming Fund, LLC	Wyoming	August 13, 2012
Enhanced Capital Mississippi Fund, LLC	Mississippi	January 16, 2013
Enhanced Capital Mississippi Fund II, LLC	Mississippi	January 9, 2019

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. Intercompany accounts and transactions are eliminated in consolidation.

The Company employs the equity method of accounting for investments in business entities when it can exercise significant influence over the operating and financial policies of the entities. The cost method is used when the Company does not have the ability to exert significant influence.

Regulatory Matters

The CAPCOs are licensed under the various applicable state statutes and are subject to regulation by a state governmental agency. The applicable state agency implements various regulations and determines the CAPCO’s compliance with the regulations. These regulations require, among other things, that the Company invest a percentage of each Certified Capital pool at required minimum levels by a certain date after such capital is certified. See Revenue Recognition below for further discussion.

1. Summary of Significant Accounting Policies (continued)

The CAPCO will recognize earnings from premium tax credits as it meets the qualified investment benchmarks, as discussed below, which are determined by the applicable state rules and regulations that govern the CAPCO program. Upon investing 100% of the Certified Capital, as determined by the applicable state rules and regulations governing the CAPCO program, the CAPCO can apply for voluntary decertification, which will then allow the CAPCO to make distributions to its parent and other affiliated entities. Until either the end of the program, or voluntary decertification, the CAPCO is not permitted to make distributions, other than qualified distributions, to its parent and other affiliated entities under the provisions of the applicable state regulations.

The Company has completed 20 CAPCO transactions in 8 states and the District of Columbia, and as a result, purchasers have invested Certified Capital in the CAPCOs, purchased notes payable issued by the CAPCOs, and the CAPCOs have earned premium tax credits pursuant to applicable state CAPCO programs. An insurance company that invests in a CAPCO during the certification year may be entitled to premium tax credits of generally 100% of its investment, which may be available to offset premium tax liabilities, subject to specific state requirements, over a defined period of years.

As previously discussed, a CAPCO is required to make Investments in Qualified Businesses under a qualified investment schedule, as defined, in order to remain certified as a CAPCO. If the Company does not make such qualified investments within the statutorily provided time frame, the CAPCO is subject to involuntary decertification and revocation, as defined in the respective CAPCO agreements, of its certificate and, accordingly, the Certified Investor could be subject to forfeiture or recapture of its previously granted state tax credits. This risk has been insured under premium tax credit insurance policies described in the Prepaid Expenses section of Note 1. Generally, a CAPCO must invest at least 50% of its Certified Capital in Qualified Businesses within five years after the certification date.

The CAPCOs believe they are in compliance with the various applicable state statutes as of December 31, 2019, including the investment time limits provided for in the applicable statute. See the table in Revenue Recognition below.

Revenue Recognition

Interest income earned by the Company is recognized on the accrual basis of accounting. Dividend income earned by the Company from equity investments is recognized when declared by portfolio companies.

Interest income on loans is generally accrued on the principal balance outstanding. The accrual of interest income on loans is discontinued when the receipt of principal and interest on a timely basis becomes doubtful. In such cases, interest is recognized at the time of receipt. A reserve for possible losses on interest receivable is maintained when appropriate.

The cost of each specific security is used to determine gains or losses on sales of securities. Such gains or losses are reported as a component of realized gains (losses). Purchases and sales of investments are recorded on a trade-date basis.

Other fee income consists primarily of management fee income with a related party which is recognized over the service period, provided collection is probable (see Note 7).

Income from premium tax credits is recognized as the Company fulfills its statutory minimum investment thresholds, causing the premium tax credits to become non-recapturable, as discussed below. Following an

1. Summary of Significant Accounting Policies (continued)

application process, the state will notify a company that it has been certified as a CAPCO. The state then allocates an aggregate dollar amount of premium tax credits to the CAPCO. However, such amount is neither recognized as income nor otherwise recorded in the financial statements because it has yet to be earned by the CAPCO. The CAPCO is legally entitled to earn premium tax credits upon satisfying defined investment percentage thresholds within specified time requirements and corresponding non-recapture percentages as defined by the state statutes. As the CAPCO meets these requirements, it avoids grounds under the state statutes for its disqualification from continued participation in the CAPCO program. Disqualification, or "involuntary decertification," of a CAPCO results in a recapture of all or a portion of the allocated premium tax credits; however, the proportion of the recapture is reduced over time as the CAPCO remains in general compliance with the program rules and meets the progressively increasing investment benchmarks. As the CAPCO progresses its investments in Qualified Businesses and, accordingly, places an increasing proportion of the premium tax credits beyond recapture, it earns an amount equal to the non-recapturable premium tax credits and records such amount as income, with a corresponding asset called "earned premium tax credits" in the balance sheet. The amount of premium tax credits earned is recognized at its present value of the percentage of the total amount of premium tax credits allocated to the CAPCO multiplied by the percentage of the premium tax credits immune from recapture (the earned income percentage) under the state statute.

Once the Company reaches the investment benchmarks or receives notice from the state that the benchmark has been met, the state generally cannot recapture a percentage of the premium tax credits, as discussed earlier. The following table depicts the recapture percentages for the premium tax credits and the point at which revenue from premium tax credits will be recognized (Earned Income Percentage).

CAPCO	Investment Benchmark Date	Qualified Investments Benchmarks	Recapture Percentage	Earned Income Percentage	Benchmark Achieved
Enhanced Louisiana Issuer, LLC	10/18/2005	After 50%	0.00%	100.00%	X
Enhanced Louisiana Capital II, LLC	10/17/2007	After 50%	0.00%	100.00%	X
Enhanced Louisiana Capital III, LLC	10/16/2008	After 50%	0.00%	100.00%	X
Enhanced New York Issuer, LLC	12/27/2004	After 50%	0.00%	100.00%	X
Enhanced Colorado Issuer, LLC	4/22/2007	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Alabama Issuer, LLC	2/4/2009	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital District Fund, LLC	11/18/2009	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital New York Fund II, LLC	12/10/2008	After 50%	0.00%	100.00%	X
Enhanced Capital New York Fund III, LLC	11/18/2009	After 50%	0.00%	100.00%	X
Enhanced Capital Texas Fund, LP	6/20/2010	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital Texas Fund II, LLC	1/25/2013	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital Alabama Fund II, LLC	4/15/2013	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund I, LLC	1/25/2015	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund II, LLC	1/27/2015	After 60% and after 4 years	0.00%	100.00%	X

1. Summary of Significant Accounting Policies (continued)

CAPCO	Investment Benchmark Date	Qualified Investments Benchmarks	Recapture Percentage	Earned Income Percentage	Benchmark Achieved
Enhanced Capital Connecticut Fund III, LLC	11/22/2015	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Wyoming Fund, LLC	8/13/2016	After 50%	0.00%	100.00%	X
Enhanced Capital Mississippi Fund, LLC	1/24/2017	After 50%	0.00%	100.00%	X
Enhanced Capital Connecticut Fund IV, LLC	12/12/2017	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund V, LLC	11/6/2021	After 60% and after 6 years	0.00%	100.00%	X
Enhanced Capital Mississippi Fund II, LLC	1/22/2023	After 50%	0.00%	100.00%	

Once a CAPCO has achieved the 100% investment milestone it can become voluntarily decertified by the state regulatory agency. Once voluntarily decertified, the CAPCO has the authority to make profit distributions at its own discretion. The following table depicts the CAPCOs that have become voluntarily decertified as of December 31, 2019.

CAPCO	Date
Enhanced Louisiana Issuer, LLC	February 11, 2004
Enhanced Capital New York Fund II, LLC	February 28, 2011
Enhanced Capital Texas Fund, LP	December 4, 2012
Enhanced Capital Texas Fund II, LLC	December 4, 2012
Enhanced Louisiana Capital II, LLC	November 7, 2012
Enhanced Capital New York Fund III, LLC	July 8, 2013
Enhanced Louisiana Capital III, LLC	October 14, 2013
Enhanced Alabama Issuer, LLC	June 19, 2014
Enhanced New York Issuer, LLC	November 23, 2015
Enhanced Capital Connecticut Fund II, LLC	December 23, 2015
Enhanced Capital Connecticut Fund III, LLC	December 23, 2015
Enhanced Capital Connecticut Fund I, LLC	January 29, 2016
Enhanced Capital Connecticut Fund IV, LLC	March 25, 2016
Enhanced Capital Alabama Fund II, LLC	March 9, 2017
Enhanced Capital Connecticut Fund V, LLC	July 10, 2019
Enhanced Capital Wyoming Fund, LLC	December 13, 2019

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* (ASC 820), establishes a hierarchy that prioritizes inputs to valuation techniques used to measure fair value and requires companies to disclose the fair value of their financial instruments according to a fair value hierarchy (i.e., Level 1, 2, and 3 inputs, as defined). The fair value

1. Summary of Significant Accounting Policies (continued)

hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. Additionally, companies are required to provide enhanced disclosure regarding instruments in the Level 3 category (which use inputs to the valuation techniques that are unobservable and require significant management judgment), including a reconciliation of the beginning and ending balances separately for each major category of assets and liabilities.

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

Level 1 Inputs – Quoted prices (unadjusted) in active markets for identical assets or liabilities at the reporting date. Level 1 assets include listed mutual funds, equities, and certain debt securities.

Level 2 Inputs – Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities that are not active; and inputs other than quoted market prices that are observable, such as models or other valuation methodologies.

Level 3 Inputs – Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgment or estimation. Assets included in this category generally include direct private equity investments, general and limited partnership interests in private equity funds, and funds of funds.

The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and the consideration of factors specific to the financial instrument.

Investments

The Company records its investments at fair value, as determined by management. Such values are generally considered to be the amount that the Company might reasonably expect to receive for its investments if negotiations for sale were entered into on the valuation date. Valuation as of any particular date, however, is not necessarily indicative of an amount that the Company may ultimately realize as a result of a future sale or other disposition of the investment. The estimated fair value is determined by taking into consideration the cost of the investments; internal or third-party valuation models; the price at which unaffiliated investors have purchased the same or similar securities; developments concerning the company to which such investments relate subsequent to the acquisition of such investments; the financial condition and cash flow projections of the underlying company; price/earnings ratios; cash flow multiples, equity/sales ratios, or other appropriate financial measures of publicly traded companies within the same industry; and other such relevant factors. Changes to the fair values of investments are recognized in income.

Equity investments, other than common stock, have various liquidity features with the underlying financial instrument. These features typically include cumulative and noncumulative dividends, detachable warrants, and redeemable and convertible options. In most instances, the Company has voting representation on the investee's board of directors.

Debt investments can include senior and mezzanine loans, which are loans that are usually subordinate to senior debt, may have some equity features, and generally reflect a level of risk moderately higher than traditional bank financing or senior debt with entities that have a higher risk profile.

There were no individual investments greater than 10% of the fair value of the Company's portfolio. Income, consisting of interest, dividends, fees, other investment income, and realization of gains or losses on equity

1. Summary of Significant Accounting Policies (continued)

interests, can fluctuate dramatically upon repayment of an investment or sale of an equity interest and in any given year can be highly concentrated among several investees. The Company's investments carry a number of risks including, but not limited to: (1) investing in companies which have a limited operating history and financial resources; (2) investing in senior subordinated debt which ranks equal to or lower than debt held by other investors; and (3) holding investments that are not publicly traded. The Company evaluates the credit risk of its investees at the time of the investment and on a consistent basis going forward. The Company generally requires collateral for its investments. The maximum amount of loss due to credit risk of the Company is the fair value of its investments, which has been recognized in the accompanying consolidated financial statements. There may also be risk associated with the concentration of investments in certain geographic regions or in certain industries.

Income Taxes

No provision is made in the consolidated financial statements for federal income taxes because ECP's results of operations are allocated directly to its members. ECP is subject to state and local income taxes in certain state and local jurisdictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the Company to report information regarding its exposure to various tax positions taken by the Company. The Company has determined whether any tax positions have met the recognition threshold and has measured the Company's exposure to those tax positions. Management believes that the Company has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Any interest or penalties assessed to the Company are recorded in operating expenses. No interest or penalties from any taxing authorities were recorded in the accompanying consolidated financial statements. Federal, state, and local taxing authorities generally have the right to examine and audit the previous three years of tax returns filed.

Cash and Cash Equivalents

The Company considers unrestricted cash in banks and investments with original maturities of 90 days or less to be cash and cash equivalents.

Restricted Cash

The Company has cash on deposit with BH Finance, LLC and Vulcan Enhancement, LLC, for the future investment in qualified investments as required by the CAPCO transaction agreements. The cash may be drawn for investment in qualified investments only. At December 31, 2019 and 2018, the Company had $4,602,168 and $0, respectively, on deposit with BH Finance, LLC for the future investment in qualified investments as required by the CAPCO transaction agreements. At December 31, 2019 and 2018, the Company had $0 and $1,259,461, respectively, on deposit with Vulcan Enhancement, LLC, for the future investment in qualified investments.

At December 31, 2019 and 2018, the Company had $0 and $81,088, respectively, on deposit with third-party escrow agents from the sale of its qualified investments. The terms of the escrow agreements state that the money will be held on deposit through the end of the escrow periods, which vary for each sale. The money held in escrow will be used to fund future claims that may occur. The amount ultimately realized may be less due to shareholder claims filed against the escrow deposit.

1. Summary of Significant Accounting Policies (continued)

The Company also holds cash on deposit for the purpose of fulfilling minimum cash requirement with BH Finance, LLC. At December 31, 2019 and December 31, 2018, the company had $190,567 and $0, respectively, on deposit for minimum cash requirement

Prepaid Expenses

As of December 31, 2019, the Company had purchased 20 premium tax credit insurance policies related to the note purchase agreements, one of which was still in place. The insurance policies insure the availability of premium tax credits to the noteholders. Premiums under the policy cease once the premium tax credits are immune from recapture. The Company amortizes the initial insurance premiums using the greater of the percentage of the qualified investments made to the total amount required or the straight-line method over the life of the notes. Subsequent premiums are amortized using the straight-line method until the time of the next premium, which is typically every six months. Amortization expense was $194,354 and $390,784 for the years ended December 31, 2019 and 2018, respectively.

Debt Issuance Costs

The Company amortizes debt issuance costs over the life of the associated notes using the effective interest method. During the years ended December 31, 2019 and 2018, the Company recorded $441,858 and $459,013, respectively, in amortization expense. This amount is classified as interest expense in the accompanying statements of operations.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expense during the reporting period. The most significant estimate for the Company is with respect to valuation of investments. Actual results could differ from those estimates.

Recently Adopted Accounting Standards

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers (Topic 606), which requires a company to recognize revenue when the company transfers control of promised goods and services to the customer. Revenue is recognized in an amount that reflects the consideration a company expects to receive in exchange for those goods or services. The Company adopted Topic 606 using the modified retrospective approach on January 1, 2019, which did not result in a change in the Company’s measurement or recognition of revenues.

2. Fair Value Disclosures

Level 3 assets primarily consist of direct private company investments in debt and equity securities of portfolio companies. Changes in Level 3 assets measured at fair value on a recurring basis were as follows:

	Investments
Balance at December 31, 2017	$ 45,121,419
Purchases of investments	11,185,888
Proceeds from sales and repayments of investments	(14,358,907)
Realized loss on investments	(5,015,080)
Unrealized gain on investments	4,336,518
Balance at December 31, 2018	41,269,838
Purchases of investments	**9,880,320**
Proceeds from sales and repayments of investments	**(20,074,377)**
Realized gain on investments	**9,413**
Unrealized gain on investments	**94,866**
Balance at December 31, 2019	**$ 31,180,060**

All realized and unrealized gains and losses on investments are included in earnings and are reported in net realized loss on investments and in net change in unrealized loss on investments, respectively, in the statement of operations. Net unrealized gain (loss) on investments of $185,368 and $(712,454) during the years ended December 31, 2019 and 2018, respectively, are related to portfolio company investments that were still held by the Company as of December 31, 2019 and 2018.

The Company's policy is to recognize transfers in and transfers out as of the actual date of the event or change in circumstances that caused the transfer.

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level 3 of the fair value hierarchy as of December 31, 2019.

	Fair Value at December 31 2019	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	**$9,229,592**	Discounted cash flows	Discount rate	0.0%–15.2%	3.4%
			ROI multiple	1.0x	1.0x
	14,780,301	Transaction price	N/A	N/A	N/A
Equity securities	**6,779,459**		Revenue multiple	1.3x–2.9x	1.6x
		Enterprise value waterfall	EBITDA multiple	9.4x–11.9x	10.3x
	390,708	Transaction price	N/A	N/A	N/A

Enhanced Capital Partners, LLC

Notes to Consolidated Financial Statements (continued)

2. Fair Value Disclosures (continued)

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level 3 of the fair value hierarchy as of December 31, 2018.

	Fair Value at December 31 2018	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	$ 16,059,193	Discounted cash flows	Discount rate	3.1%–32.6%	6.7%
	1,724,127	Enterprise value waterfall	Revenue multiple	1.4x	1.4x
	16,991,729	Transaction price	N/A	N/A	N/A
Equity securities	5,864,091		Revenue multiple	1.1x–2.9x	1.4x
		Enterprise value waterfall	EBITDA multiple	8.0x	8.0x
	630,698	Transaction price	N/A	N/A	N/A

The significant unobservable inputs used in the measurement of debt and equity securities include discount rates, exit multiples, revenue multiples, EBITDA multiples, and compound annual growth rates (CAGR). Increases (decreases) in discount rates in isolation can result in a lower (higher) fair value measurement. Increases (decreases) in any of the exit multiples, revenue multiples, EBITDA multiples, and compound annual growth rates in isolation can result in a higher (lower) fair value measurement. Due to their short term nature, the fair value of debt securities is assumed to approximate cost (less repayment of principal) unless there is a significant change in the risk free rate, or deterioration of the credit worthiness of the underlying investee is observed, at which time a discounted cash flow analysis is performed.

3. Payment Undertaking Contracts

In connection with the CAPCO transactions described in Note 1, the Company entered into interest-earning Payment Undertaking Contracts with BH Finance, LLC, in which BH Finance, LLC has agreed to make payments to the trustee on behalf of the holders of the notes described in Note 5, which will be sufficient to permit the trustee to pay the cash payment obligations on behalf of the Company on the dates on which the obligations are due. These agreements and deposits do not release the Company as obligor under the note agreements. At December 31, 2019 and 2018, the Company had $3,104,537 and $5,461,342, respectively, deposited with BH Finance, LLC to meet these obligations.

In connection with the Wyoming CAPCO transaction described in Note 1, the Company entered into an interest-earning Long Term Investment Contract with Vulcan Enhancement, LLC, in which Vulcan Enhancement, LLC has received a cash management deposit that upon the final maturity, will offset against the Wyoming CAPCO notes payable when the obligation is due. The Long-Term Investment Contract bears interest at 0.20% until February 13, 2013 and 2.50% after February 13, 2013, through maturity. These agreements and deposits do not release the Company as obligor under the note agreements. At December 31, 2019 and 2018, the Company had $14,663,102 and $14,307,486, respectively, deposited with Vulcan Enhancement, LLC to meet this obligation. These amounts are classified as payment undertaking contracts in the accompanying consolidated balance sheets.

4. Credit Facility

The Company had a $4,000,000 revolving line of credit with a national financial institution. The credit line bears interest at a floating rate of either LIBOR plus 4% or prime plus 1.5% at the option of the Company The credit line includes an unused commitment fee of 0.375%. The revolver facility was terminated on June 28, 2019. The outstanding balances under the credit line were $0 and $200,000 as of December 31, 2019 and 2018,

4. Credit Facility (continued)

respectively. As of December 31, 2019 and 2018, respectively, the unamortized balance of debt issuance costs of $0 and $58,060 was recorded as Prepaid expenses and other assets, net in the accompanying balance sheets.

5. CAPCO Notes Payable

The Company's CAPCOs have unsecured notes payable to various insurance company lenders that were issued in connection with the CAPCOs obtaining certified premium tax credits in the applicable states. Principal and interest on the non-Wyoming notes are to be repaid through a combination of cash repayments funded from the Payment Undertaking Contracts and through expected premium tax credit usage by the holders of the notes. Principal and interest on the Company's Wyoming CAPCO unsecured notes payable is to be repaid through a combination of the sales proceeds from the monetization of Wyoming tax credits and through the offset of the Long-Term Investment Contract as discussed in Note 3.

	2019	2018
Enhanced Capital Alabama Fund II, LLC	**$ —**	$ 109,137
Enhanced Capital Connecticut Fund I, LLC	**4,242,071**	8,190,256
Enhanced Capital Connecticut Fund II, LLC	**1,725,739**	3,328,980
Enhanced Capital Connecticut Fund III, LLC	**5,950,417**	11,488,594
Enhanced Capital Wyoming Fund, LLC	**22,891,210**	25,000,000
Enhanced Capital Mississippi Fund, LLC	**693,680**	3,370,511
Enhanced Capital Connecticut Fund IV, LLC	**5,300,260**	5,873,190
Enhanced Capital Connecticut Fund V, LLC	**33,105,915**	35,717,301
Enhanced Capital Mississippi Fund II, LLC	**9,465,562**	—
Total CAPCO notes payable, gross	**$ 83,374,854**	$ 93,077,969
Net discounts	**—**	(331)
Debt issuance costs	**(490,124)**	(416,580)
Total CAPCO notes payable, net of discount	**$ 82,884,730**	$ 92,661,058

Principal maturities on the outstanding CAPCO notes are as follows:

	Total
2020	$ 15,697,250
2021	9,092,662
2022	10,432,000
2023	8,774,335
2024	9,016,983
Thereafter	30,361,624
	$ 83,374,854

6. ECG Note Payable

On December 23, 2013, ECP issued a note payable to Enhanced Capital Group (ECG), an affiliate of the Company, with a face amount of $77,114,529 in order to refinance existing indebtedness (the Note). The Note was recorded at its fair value of $40,560,971 since the Note carries a below market interest rate. The difference

6. ECG Note Payable (continued)

between the estimated fair value and stated value resulted in a discount being recorded in the aggregate amount of $36,553,558. The discount will be amortized over the remaining life of the Notes using the effective-interest amortization method. For the years ended December 31, 2019 and 2018, $5,254,144 and $4,791,346, respectively, of discount amortization was recorded to interest expense in the accompanying consolidated statements of operations. As of December 31, 2019 and 2018, the unamortized discount of $8,178,851 and $13,432,995, respectively were included as an offset to ECG note payable in the accompanying consolidated balance sheets. As of December 31, 2019 and 2018, the unamortized portion of debt issuance costs of $252,797 and $379,195, respectively, is included as an offset to the ECG Note Payable in the accompanying consolidated balance sheets.

The Note accrues interest at the rate of 1.65% per annum through December 23, 2019, and Prime plus 2.0% from December 23, 2019 through December 23, 2021. The Note matures on December 23, 2021. Interest is due and payable annually, commencing on December 23, 2014. If interest is not paid when due, it accrues until it is paid. Principal is due at maturity but can be prepaid without penalty. Principal outstanding on the Note at December 31, 2019 and 2018 was $50,599,342 and $58,555,482, respectively. Accrued interest on the Note at December 31, 2019 and 2018 was $4,843,745 and $4,579,222, respectively. The Note issued is subordinate in right of payment to the senior indebtedness of the Company.

7. Related Party and Investments in Unconsolidated Subsidiaries

In August 2009, the Company formed a partnership, Council & Enhanced Tennessee Fund, LLC (C&E), with another investment firm for the purpose of applying and participating in the Tennessee Small Business Investment Company Credit Act (The Act). The Act was enacted to provide investment capital in the form of equity and debt financing to qualified businesses headquartered in the state of Tennessee. The Company has a 50% ownership interest in C&E. For the years ended December 31, 2019 and 2018, the Company recognized $52,595 and $66,032 of management fee income, respectively.

In December 2009, C&E was approved by the Tennessee Department of Economic and Community Development (TDECD) to be a qualified Tennessee small business investment company (TN Investco). C&E was awarded a $20 million investment allocation in premium insurance tax credits, the proceeds of which will be used to invest in qualifying small businesses headquartered within the state of Tennessee.

As of December 31, 2019 and 2018, the Company had made cumulative contributions of $257,500 to C&E and received cumulative distributions of $2,636,833 and $2,267,592, respectively from C&E. The Company accounts for its investment in C&E using the equity method of accounting and, thus, has recorded its share of income (loss) in the amount of $136,510 and $(311,129) for the years ended December 31, 2019 and 2018, respectively. ECP's investment in C&E was $1,244,385 and $1,477,116 as of December 31, 2019 and 2018, respectively.

The Company has a 2% ownership interest in Enhanced Small Business Investment Company, LP ("ESBIC"). As of December 31, 2019 and 2018, the Company has made cumulative capital contributions of $943,300 to ESBIC and received cumulative distributions of $452,747, respectively from ESBIC. The Company accounts for its investment in ESBIC using the equity method of accounting and, thus, has recorded its share of loss in the amount of $40,729 and $125,066 for the years ended December 31, 2019 and 2018, respectively. ECP's investment in ESBIC was $876,105 and $916,834 as of December 31, 2019 and 2018, respectively.

On December 23, 2013, the Company entered into an Administrative Services Agreement with Enhanced Capital Holdings, Inc., its parent company, to provide personnel and resources for the Company to operate its business

7. Related Party and Investments in Unconsolidated Subsidiaries (continued)

units. The Company recognized $7,930,183 and $7,461,965 of administrative support expense under this arrangement for the periods ended December 31, 2019 and 2018, respectively. The Company also entered into an Administrative Services Agreement with ECG to provide personnel and resources in order for ECG to operate its business units. The Company recognized $6,863,726 and $6,462,952 of administrative support fee income under this arrangement for the years ended December 31, 2019 and 2018, respectively.

8. Leases

The Company leases office space under various noncancelable leases. Future minimum lease payments at December 31, 2019, are as follows:

2020	$ 428,649
2021	47,350
2022	—
2023	—
2024	—
Thereafter	—
Total	$ 475,999

Rent expense for leases with escalation clauses is recognized straight-line over the lease term. For the years ended December 31, 2019 and 2018, the Company incurred rent expense of $66,198 and $67,035 of which $13,802 and $14,055 was paid by ECG through the Administrative Services agreement and $52,396 and $52,980 was expensed by the Company.

9. Commitments and Contingencies

The Company has pledged its Alabama II, Connecticut, and Mississippi I CAPCOs' assets to National Fire & Marine Insurance Company (NFM) and The Bank of New York, as trustee, and its Mississippi II CAPCO's assets to National Fire & Marine Insurance Company (NFM) and The US Bank, as trustee, in the event the Company defaults under the various CAPCO Transaction Agreements for the applicable state.

The Company has pledged its New York III CAPCO's assets to National Indemnity Company (NIC) and The Bank of New York, as trustee, in the event the Company defaults under the various CAPCO Transaction Agreements for the applicable state.

The Company has pledged assets of the Wyoming CAPCO to Vulcan Enhancement, LLC, in the event the Company defaults under the Wyoming Small Business Investment Credit (SBIC) Transaction Agreement.

NFM and NIC (collectively "Insurers"), in addition to receiving periodic insurance premiums from the CAPCOs related to the premium tax credit insurance policies as defined in Note 1, are entitled to receive, as additional consideration for providing the tax credit insurance policy, a payment equal to 22.5% of equity distributions made by the CAPCOs to the Company. Equity distributions can only be made under the terms of the rules and regulations governing the CAPCO after the CAPCO is "voluntarily decertified" by the applicable state. Equity distributions do not include distributions made, or to be made, to pay a tax liability related to ownership of the CAPCO, or the return of the original capital contributed to the CAPCO relating to its formation.

9. Commitments and Contingencies (continued)

The Company determines the fair value of the 22.5% equity distributions using current fair values for certain assets and liabilities, and also using projected discounted cash flows. As of December 31, 2019 and 2018, the amounts, recorded for the accrued supplemental insurance were $4,537,819 and $4,596,316, respectively.

Vulcan Enhancement, LLC, may be entitled to receive, as additional consideration for providing the guarantee of availability of Wyoming premium tax credits, a portion of equity distributions made from the Wyoming SBIC, as defined by the SBIC Transaction Agreement. No equity distributions have been made to date since the SBIC has not been voluntarily decertified. No amount was accrued for as of December 31, 2019 and 2018, respectively.

Pursuant to Louisiana R.S. 51:1927.1(C) of the Statute, if Enhanced Louisiana Capital II, LLC and Enhanced Louisiana Capital III, LLC do not fund 40% in qualified investments within three years, 60% by five years, and 100% by seven years to LEDF, then the Company shall remit 25% of all distributions, other than tax distributions and management fees, until the LEDF shall have received an amount equal to the amount of tax credit quoted for the pool. Thereafter, these CAPCOs shall remit 10% of such excess distributions. During 2009, the Statute was amended whereby if the Company did not invest 100% by seven years it could invest 110% of Certified Capital by the eighth anniversary date. Enhanced Louisiana Capital II, LLC and Enhanced Louisiana Capital III, LLC did not achieve the 100% state profits milestone and, as such, are subject to remitting 25% of all distributions other than tax distributions to the LEDF. As of December 31, 2019 and 2018, the amount recorded for accrued state profits interest related to this provision of the Statute was $12,633 and $15,428, respectively.

Pursuant to Alabama Section 281-2-1.10, following the voluntary decertification of Enhanced Alabama Issuer, LLC and Enhanced Capital Alabama Fund II, LLC, the state shall receive a 10% share of any distributions other than qualified distributions, payments with respect to indebtedness to the noteholders, and the return of initial equity contributions and any other equity contributions to the Company. As of December 31, 2019 and 2018, the amount recorded for the accrued state profits was $120,205 and $119,852, respectively.

Pursuant to a Memorandum of Understanding in reference to the Mississippi Small Business Company Investment Act, Section 57-115-5, following the voluntary decertification of the CAPCO fund, the state of Mississippi shall receive a 20% share of any distributions other than qualified distributions, payments with respect to indebtedness from the Company to its noteholders, and the return of its initial equity contribution and any other equity contributions from the Company to its member. As of December 31, 2019 and 2018, the amount recorded for the accrued state profits interest was $618,757 and $775,816, respectively.

Pursuant to Wyoming state statute Title 9, Chapter 12, Article 13, following the voluntary decertification of the SBIC, 10% of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, tax distributions, and the return of any equity capital invested in the SBIC that is not Designated Capital, shall be paid to the state of Wyoming. If, more than 10 years after the allocation date, the SBIC has failed to invest 100% of its Designated Capital in qualified investments, then 25% of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, and the return of any equity capital invested in the SBIC that is not Designated Capital, shall be paid to the state of Wyoming. As of December 31, 2019 and 2018, the amount recorded for the accrued state profits interest was $264,628 and $196,145, respectively.

Pursuant to the Connecticut Public Act 10-75, Section 14(8), following the voluntary decertification of the Insurance Reinvestment Fund (IRF), if less than 80% but more than 60% of the jobs set forth in the Connecticut IRFs' business plan are created or retained, then 10% of the Connecticut IRFs' distributions, excluding qualified distributions, payments with respect to indebtedness from the Connecticut IRFs to their noteholders, and the

9. Commitments and Contingencies (continued)

return of any equity capital invested in the IRF that is not Eligible Capital, shall be paid to the state of Connecticut. If 60% or fewer of the jobs set forth in the business plan are created or retained, then 20% of the Connecticut IRFs' distributions, excluding qualified distributions, payments with respect to indebtedness from the Connecticut IRFs to their noteholders, and the return of any equity capital invested in the IRF that is not Eligible Capital, shall be paid to the State of Connecticut. No amount was accrued for as of December 31, 2019 and 2018.

Pursuant to the Section 57 of the Mississippi Code of 1972, following the voluntary decertification of the SBIC, if the jobs creation and retention goals agreed to by the Mississippi Development Authority (MDA) and the SBIC are not met, the percentage of the cumulative management fees paid by the SBIC shall be due to the MDA in an amount equal to the percent by which the jobs goal is not met. This penalty will be paid out of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, and the return of any equity capital invested in the SBIC that is not Designated Capital. No amount was accrued for as of December 31, 2019 and 2018.

Pursuant to the various CAPCO regulations for New York, Colorado, and the District of Columbia, following the voluntary decertification of a CAPCO, the Company's CAPCO subsidiaries shall remit to the applicable state regulatory agency all distributions (ranging from 10%–15%), excluding qualified distributions, in excess of the amount required to produce an annual internal rate of return ranging from 10%–15% or higher on the Certified Capital, together with the initial equity capital of the CAPCOs. These distributions exclude tax liability distributions to the equity holders and management fees paid to the Company during the time Certified Capital is outstanding. No amount was accrued for as of December 31, 2019 and 2018.

In addition, the Company entered into certain agreements with fund managers whereby the fund managers will receive a profits interest in each qualified investment based on the total realized gain. As of December 31, 2019 and 2018, the amount accrued for fund manager profits interest was $2,581,769 and $2,983,346, respectively.

10. Revisions to Previously Issued Consolidated Financial Statements

These revised consolidated financial statements are prepared in order to meet the requirements prescribed in Regulation S-X, which specifies the form and content of the consolidated financial statements and related notes. These consolidated financial statements are intended to replace in their entirety, the original audited consolidated financial statements for the years ended December 31, 2019 and 2018, which were available to be issued on April 30,2020. We have made changes to those previously issued financial statements for the years ended December 31, 2019 and 2018 as detailed below.

We have included consolidating schedules beginning on page 35 for all significant subsidiaries. We have included additional information in our Schedules of Investments, including the applicable interest rates and maturity dates. We have included required financial highlights in accordance with ASC 946 (see Note 12).

11. Subsequent Events

The Company has evaluated subsequent events through December 23, 2020, the date these consolidated financial statements were available to be issued. During March 2020, the spread of COVID-19 throughout the country resulted in a national and global pandemic, including the temporary shutdown of many small businesses throughout the country. The Company continues to assess the impact COVID-19 is having on its existing

11. Subsequent Events (continued)

investment portfolio. Based on inquiries with fund managers and management of portfolio companies, the Company has not identified any adjustments to the estimated fair value of the portfolio that would have a material impact on the investment portfolio in the aggregate, however, the overall impact will depend on the duration of the effects of COVID-19, and is not yet known at this time. The Company has not performed formal valuation update procedures since the balance sheet date. Actual results may differ from current estimates.

In November 2020, an unrelated entity entered into a definitive agreement to acquire, indirectly, approximately 49% of the voting equity interests and 50% of the economic equity interests of ECP from existing shareholders in exchange for cash consideration. The transaction was completed in December 2020. In conjunction with the transaction, ECP entered into a reorganization agreement with ECG whereby a new limited liability company, Enhanced Permanent Capital, LLC ("EPC"), was created and ECP contributed its permanent capital subsidiaries to EPC in exchange for membership interests in EPC in proportion to the fair value of the net assets contributed. No effect was given to this transaction in the accompanying consolidated financial statements as of and for the years ended December 31, 2019 and 2018.

12. Financial Highlights

The Company is presenting the following disclosures for nonregistered investment companies as required by ASC 946. Such results may not be indicative of future performance of the Company.
The ratios presented are calculated for member's deficit as a whole.

	Year Ended December 31,	
	2019	2018
Total Return[a]	(832%)	1,594%
Ratios to average member's deficit:[b]		
Net investment (loss) income	(c)	(c)
Operating expenses	(c)	(c)

(a) The total return is computed based on the change in value during the period of a theoretical investment made at the beginning of the period. The change in value of a theoretical investment is measured by comparing the Company's aggregate ending value with the aggregate beginning value, adjusted for cash flows related to capital contributions or withdrawals during the period. There were no incentive allocations for the Company for the Years ended December 31, 2019 and 2018.

(b) Ratios are computed on the weighted-average member's deficit of the Company for the Years ended December 31, 2019 and 2018. Net investment (loss) income, as defined, excludes realized and unrealized losses.

(c) Ratios are not meaningful due to the Member's deficit as of December 31, 2019 and 2018.

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Report of Independent Auditors on Supplementary Information

The Members
Enhanced Capital Partners, LLC

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets and consolidating statements of operations of Enhanced Capital Partners, LLC are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Ernst & Young LLP

December 23, 2020

A member firm of Ernst & Young Global Limited

Enhanced Capital Partners, LLC
Consolidating Balance Sheet
December 31, 2019

	ECP	AL I	AL II	ECI	CT I	CT II
Assets						
Cash	32,858	—	4,620	162,116	26,966	16,408
Restricted cash	—	—	—	—	—	—
Due from Related Party	9,999,872	—	—	—	—	—
Interest Receivable	—	—	—	—	30,333	—
Prepaid Expenses	—	—	—	—	—	—
Credit Enhancement Fee	—	—	—	—	—	—
Total Prepaids	—	—	—	—	—	—
Investments (at fair value)	—	—	1,847,184	—	676,250	—
Investment is Sub	3,560,724	—	—	—	—	—
Investment in Unconsolidated Sub	2,120,490	—	—	—	—	—
Inv in Sub-ESOP Push-down	38,681,460	—	—	—	—	—
Other Assets	11,563	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—	—
Payment Undertaking Agreement	—	—	—	—	—	—
Deferred tax credits	—	—	—	—	4,118,908	1,674,419
Debt Issuance Costs	252,796	—	—	—	7,889	2,748
Total Assets	**54,659,763**	**—**	**1,851,804**	**162,116**	**4,860,346**	**1,693,575**
Liabilities & Equity						
Accrued Interest Payable	4,843,745	—	—	—	12,709	5,302
Accrued Expenses	4,027,020	—	2,500	2,500	2,500	2,500
Unearned Management Fees	1,424,428	—	—	—	—	—
Due to Related Party	99	—	—	2,254,758	—	—
CAPCO Note Payable - net of premium	—	—	—	—	4,242,071	1,725,739
ECG Note Payable	42,420,490	—	—	—	—	—
Accrued Profits Interests	—	—	446,109	—	134,082	—
Total Liabilities	**52,715,782**	**—**	**448,609**	**2,257,258**	**4,391,362**	**1,733,541**
Paid-in Capital	—	—	42,183	533,500	—	—
Paid-in Capital - Grits	—	—	—	—	—	—
Capital Contributions - ESOP Push-down	—	2,843,468	5,546,887	2,445,790	—	—
Retained Earnings	4,440,986	(946,508)	(840,873)	(5,069,814)	8,390,822	3,302,322
Distributions	—	(1,882,419)	(3,369,251)	—	(7,770,287)	(3,367,801)
Dividends Paid	—	—	(303,508)	—	(284,031)	—
CY Income/ (Loss)	(3,543,345)	(14,541)	327,757	(4,618)	132,480	25,513
Total	**53,613,423**	**—**	**1,851,804**	**162,116**	**4,860,346**	**1,693,575**
Minority Interest	1,046,340	—	—	—	—	—
Total Liabilities & Equity	**54,659,763**	**—**	**1,851,804**	**162,116**	**4,860,346**	**1,693,575**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2019

	CT III	CT IV	CT V	DCFL	LAF1	LAF2
Assets						
Cash	17,356	16,845	2,010,221	45,279	—	54,163
Restricted cash	—	—	—	—	—	—
Due from Related Party	—	—	—	—	—	—
Interest Receivable	—	24,257	73,555	8,667	—	—
Prepaid Expenses	—	—	930,956	—	—	—
Credit Enhancement Fee	—	—	—	—	—	—
Total Prepaids	—	—	930,956	—	—	—
Investments (at fair value)	493,334	1,133,548	13,585,234	3,045,332	—	2,437
Investment is Sub	—	—	—	—	—	—
Investment in Unconsolidated Sub	—	—	—	—	—	—
Inv in Sub-ESOP Push-down	—	—	—	—	—	—
Other Assets	—	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—	—
Payment Undertaking Agreement	—	—	—	—	—	—
Deferred tax credits	5,777,653	5,149,041	32,261,038	—	—	—
Debt Issuance Costs	9,296	39,580	162,732	—	—	—
Total Assets	**6,297,639**	**6,363,271**	**49,023,736**	**3,099,278**	**—**	**56,600**
Liabilities & Equity						
Accrued Interest Payable	17,827	16,285	222,402	—	—	—
Accrued Expenses	2,500	10,000	21,900	2,500	—	—
Unearned Management Fees	—	—	—	—	—	—
Due to Related Party	—	—	807,237	660,121	—	—
CAPCO Note Payable - net of premium	5,950,417	5,300,260	33,105,915	—	—	—
ECG Note Payable	—	—	—	—	—	—
Accrued Profits Interests	88,308	208,577	2,698,807	—	—	15,296
Total Liabilities	**6,059,052**	**5,535,122**	**36,856,261**	**662,621**	**—**	**15,296**
Paid-in Capital	—	—	—	515,600	30,000	—
Paid-in Capital - Grits	—	—	—	—	—	—
Capital Contributions - ESOP Push-down	—	—	—	3,493,808	1,587,331	1,531,366
Retained Earnings	11,420,422	4,086,364	14,904,293	(1,805,710)	1,204,540	431,943
Distributions	(11,178,664)	(3,022,906)	—	—	(2,822,310)	(1,917,111)
Dividends Paid	(101,440)	(324,607)	(1,623,037)	—	—	—
CY Income/ (Loss)	98,269	89,298	(1,113,781)	232,959	439	(4,894)
Total	**6,297,639**	**6,363,271**	**49,023,736**	**3,099,278**	**—**	**56,600**
Minority Interest	—	—	—	—	—	—
Total Liabilities & Equity	**6,297,639**	**6,363,271**	**49,023,736**	**3,099,278**	**—**	**56,600**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2019

	LAF3	MSFL	MSF2	NYF1	NYF2
Assets					
Cash	39,373	1,904,877	886,033	11,749	76
Restricted cash	—	—	4,792,735	—	—
Due from Related Party	—	—	—	—	—
Interest Receivable	—	12,889	837	1,418	—
Prepaid Expenses	—	19,682	—	—	—
Credit Enhancement Fee	—	—	168,500	—	—
Total Prepaids	—	19,682	168,500	—	—
Investments (at fair value)	1,973	2,995,501	162,000	109,540	810,722
Investment is Sub	—	—	—	—	—
Investment in Unconsolidated Sub	—	—	—	—	—
Inv in Sub-ESOP Push-down	—	—	—	—	—
Other Assets	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—
Payment Undertaking Agreement	—	—	3,104,537	—	—
Deferred tax credits	—	664,735	—	—	—
Debt Issuance Costs	—	880	266,999	—	—
Total Assets	**41,346**	**5,598,564**	**9,381,641**	**122,707**	**810,798**
Liabilities & Equity					
Accrued Interest Payable	—	9,343	314,483	—	—
Accrued Expenses	2,500	8,500	—	2,702	2,500
Unearned Management Fees	—	—	—	—	—
Due to Related Party	—	—	36,525	1,150	11,570
CAPCO Note Payable - net of premium	—	693,680	9,465,562	—	—
ECG Note Payable	—	—	—	—	—
Accrued Profits Interests	9,609	1,399,244	—	20,951	143,239
Total Liabilities	**12,109**	**2,110,767**	**9,816,570**	**24,803**	**157,309**
Paid-in Capital	—	10,500	515,000	—	479,148
Paid-in Capital - Grits	—	4,500	—	—	—
Capital Contributions - ESOP Push-down	1,088,520	—	—	2,200,801	2,740,743
Retained Earnings	(15,142)	5,922,392	(19,711)	1,163,621	(1,680,328)
Distributions	(1,036,967)	(1,045,355)	—	(3,293,751)	(849,194)
Dividends Paid	—	(974,255)	—	—	—
CY Income/ (Loss)	(7,174)	(429,985)	(930,218)	27,233	(36,880)
Total	**41,346**	**5,598,564**	**9,381,641**	**122,707**	**810,798**
Minority Interest	—	—	—	—	—
Total Liabilities & Equity	**41,346**	**5,598,564**	**9,381,641**	**122,707**	**810,798**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2019

	NYF3	TXF1	TXF2	WYFL	ECTH
Assets					
Cash	—	—	1,917	67,389	—
Restricted cash	—	—	—	—	—
Due from Related Party	—	—	—	—	—
Interest Receivable	—	—	—	103,673	—
Prepaid Expenses	—	—	—	473,790	—
Credit Enhancement Fee	—	—	—	—	—
Total Prepaids	—	—	—	473,790	—
Investments (at fair value)	693,556	—	—	5,623,449	—
Investment is Sub	—	—	—	—	—
Investment in Unconsolidated Sub	—	—	—	—	—
Inv in Sub-ESOP Push-down	—	—	—	—	—
Other Assets	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	14,476,719	—
Payment Undertaking Agreement	—	—	—	186,383	—
Deferred tax credits	—	—	—	—	—
Debt Issuance Costs	—	—	—	—	—
Total Assets	**693,556**	**—**	**1,917**	**20,931,403**	**—**
Liabilities & Equity					
Accrued Interest Payable	—	—	—	52,355	—
Accrued Expenses	2,500	—	—	2,500	—
Unearned Management Fees	—	—	—	—	—
Due to Related Party	19,247	—	—	4,000,000	—
CAPCO Note Payable - net of premium	—	—	—	22,891,210	—
ECG Note Payable	—	—	—	—	—
Accrued Profits Interests	125,192	—	—	264,628	—
Total Liabilities	**146,939**	**—**	**—**	**27,210,693**	**—**
Paid-in Capital	382,421	8,000	27,246	—	—
Paid-in Capital - Grits	—	—	—	—	—
Capital Contributions - ESOP Push-down	2,288,793	5,468,537	7,445,416	—	—
Retained Earnings	(1,937,643)	(784,943)	2,712,693	(6,822,536)	1,088,333
Distributions	(258,671)	(4,701,944)	(10,133,840)	—	(1,088,333)
Dividends Paid	—	—	—	—	—
CY Income/ (Loss)	71,717	10,350	(49,598)	543,246	—
Total	**693,556**	**—**	**1,917**	**20,931,403**	**—**
Minority Interest	—	—	—	—	—
Total Liabilities & Equity	**693,556**	**—**	**1,917**	**20,931,403**	**—**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2019

	ECTH II	ECTM LP	TOTAL	ELIM & ADJ	CONSOL
Assets					
Cash	—	—	5,298,246		5,298,246
Restricted cash	—	—	4,792,735	—	4,792,735
Due from Related Party	—	—	9,999,872	(7,790,608)	2,209,264
Interest Receivable	—	—	255,629		255,629
Prepaid Expenses	—	—	1,424,428	(1,424,428)	—
Credit Enhancement Fee	—	—	168,500		168,500
Total Prepaids	—	—	1,592,928		168,500
Investments (at fair value)	—	—	31,180,060		31,180,060
Investment is Sub	—	—	3,560,724	(3,560,724)	—
Investment in Unconsolidated Sub	—	—	2,120,490		2,120,490
Inv in Sub-ESOP Push-down	—	—	38,681,460	(38,681,460)	—
Other Assets	—	—	11,563		11,563
Long-Term Investment Agreement	—	—	14,476,719		14,476,719
Payment Undertaking Agreement	—	—	3,290,920		3,290,920
Deferred tax credits	—	—	49,645,794		49,645,794
Debt Issuance Costs	—	—	742,920	(742,920)	—
Total Assets	**—**	**—**	**165,650,060**	**(52,200,140)**	**113,449,920**
Liabilities & Equity					
Accrued Interest Payable	—	—	5,494,451		5,494,451
Accrued Expenses	—	—	4,095,122	—	4,095,122
Unearned Management Fees	—	—	1,424,428	(1,424,428)	—
Due to Related Party	—	—	7,790,707	(7,790,608)	99
CAPCO Note Payable - net of premium	—	—	83,374,854	(490,124)	82,884,730
ECG Note Payable	—	—	42,420,490	(252,796)	42,167,694
Accrued Profits Interests	—	—	5,554,042		5,554,042
Total Liabilities	**—**	**—**	**150,154,094**		**140,196,138**
Paid-in Capital	—	1,012,626	3,556,224	(3,556,224)	—
Paid-in Capital - Grits	—	—	4,500	(4,500)	—
Capital Contributions - ESOP Push-down	—	—	38,681,460	(38,681,460)	—
Retained Earnings	426,817	(1,012,495)	38,559,845		38,559,845
Distributions	(426,817)	—	(58,165,621)		(58,165,621)
Dividends Paid	—	—	(3,610,878)	3,610,878	—
CY Income/ (Loss)	—	(131)	(4,575,904)	(3,610,878)	(8,186,782)
Total	**—**	**—**	**164,603,720**		**112,403,580**
Minority Interest	—	—	1,046,340		1,046,340
Total Liabilities & Equity	**—**	**—**	**165,650,060**	**(52,200,140)**	**113,449,920**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations
December 31, 2019

	ECP	AL I	AL II	ECI	CT I
Revenue					
Premium Tax Credit Income	—	—	1,909	—	581,674
Cash Equivalents and Restricted Cash	—	33	269	—	178
Investments	—	—	36,415	—	40,752
Payment undertaking contracts	—	—	—	—	—
Other fee income	2,351,104	—	—	—	—
Total Interest Income, including fees	2,351,104	33	36,684	—	40,930
Admin and support services income	6,863,726				
Dividend Income from Subs	3,610,878	—	—	—	—
Total Revenue	**12,825,708**	**33**	**38,593**	**—**	**622,604**
Expenses					
Management Fee	—	—	—	—	18,565
Professional Fees					
Legal Fees	17,588	—	—	—	—
Professional Fees	212,020	16,313	4,348	4,298	28,298
Other	24,461	5	105	—	275
Taxes & Licenses	18,066	100	100	320	270
Total Professional Fees	272,135	16,418	4,553	4,618	28,843
General & Administrative	1,247,100	—	—	—	—
Interest Expense - net	6,931,706	—	1,632	—	459,987
Debt Issuance Costs	184,459	—	—	—	21,962
Total Interest Expense	7,116,165	—	1,632	—	481,949
Depreciation	2,746	—	—	—	—
Credit Enhancement Fee	—	—	—	—	—
Total Amortization	2,746	—	—	—	—
Admin and support services expense	7,930,183				
Total Expenses	**16,568,329**	**16,418**	**6,185**	**4,618**	**529,357**
Net investment (loss) income	(3,742,621)	(16,385)	32,408	(4,618)	93,247
Gain (Loss) from Unconsolidated Sub	95,781	—	—	—	—
Change in accrued supplemental insurance	—	1,844	(66,173)	—	(75,868)
Realized Gain/(Loss) on Investments	—	—	—	—	—
Unrealized Gain/(Loss) on Investments	—	—	361,522	—	115,101
Net realized and unrealized gain (loss)	—	—	361,522	—	115,101
Net (loss) income before tax	(3,646,840)	(14,541)	327,757	(4,618)	132,480
State Tax Benefit	25,500	—	—	—	—
Net Income/(Loss)	(3,672,340)	(14,541)	327,757	(4,618)	132,480
Net Loss/(Income) Attributable to NCI	128,995	—	—	—	—
Net Income/(Loss) Attributable to Members	**(3,543,345)**	**(14,541)**	**327,757**	**(4,618)**	**132,480**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2019

	CT II	CT III	CT IV	CT V	DCFL
Revenue					
Premium Tax Credit Income	242,401	815,923	428,305	2,444,393	—
Cash Equivalents and Restricted Cash	89	286	272	—	8,667
Investments	20,119	5,430	17,110	1,107,163	28,000
Payment undertaking contracts	—	—	—	25,731	—
Other fee income	—	—	—	—	—
Total Interest Income, including fees	20,208	5,716	17,382	1,132,894	36,667
Admin and support services income					
Dividend Income from Subs	—	—	—	—	—
Total Revenue	**262,609**	**821,639**	**445,687**	**3,577,287**	**36,667**
Expenses					
Management Fee	8,750	—	—	1,057,237	—
Professional Fees					
Legal Fees	—	—	—	—	—
Professional Fees	28,298	28,298	36,498	50,596	16,618
Other	300	395	305	—	—
Taxes & Licenses	270	270	270	250	10,300
Total Professional Fees	28,868	28,963	37,073	50,846	26,918
General & Administrative	—	—	—	—	—
Interest Expense - net	191,833	645,230	415,310	2,858,144	—
Debt Issuance Costs	7,645	25,882	26,366	51,900	—
Total Interest Expense	199,478	671,112	441,676	2,910,044	—
Depreciation	—	—	—	—	—
Credit Enhancement Fee	—	—	—	172,287	—
Total Amortization	—	—	—	172,287	—
Admin and support services expense					
Total Expenses	**237,096**	**700,075**	**478,749**	**4,190,414**	**26,918**
Net investment (loss) income	25,513	121,564	(33,062)	(613,127)	9,749
Gain (Loss) from Unconsolidated Sub	—	—	—	—	—
Change in accrued supplemental insurance	—	(81,076)	(81,377)	(500,654)	—
Realized Gain/(Loss) on Investments	—	—	—	—	—
Unrealized Gain/(Loss) on Investments	—	57,781	203,737	—	223,210
Net realized and unrealized gain (loss)	—	57,781	203,737	—	223,210
Net (loss) income before tax	25,513	98,269	89,298	(1,113,781)	232,959
State Tax Benefit	—	—	—	—	—
Net Income/(Loss)	25,513	98,269	89,298	(1,113,781)	232,959
Net Loss/(Income) Attributable to NCI	—	—	—	—	—
Net Income/(Loss) Attributable to Members	**25,513**	**98,269**	**89,298**	**(1,113,781)**	**232,959**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2019

	LAF1	LAF2	LAF3	MSFL	MSF2
Revenue					
Premium Tax Credit Income	—	—	—	229,613	—
Cash Equivalents and Restricted Cash	—	—	—	3,441	—
Investments	—	—	—	279,709	972
Payment undertaking contracts	—	—	—	—	78,225
Other fee income	—	—	—	—	—
Total Interest Income, including fees	—	—	—	283,150	79,197
Admin and support services income					
Dividend Income from Subs	—	—	—	—	—
Total Revenue	**—**	**—**	**—**	**512,763**	**79,197**
Expenses					
Management Fee	—	—	—	284,507	179,450
Professional Fees					
Legal Fees	—	—	—	21,801	—
Professional Fees	(439)	6,970	10,607	45,525	17,704
Other	—	—	—	170	—
Taxes & Licenses	—	—	—	4,558	13,342
Total Professional Fees	(439)	6,970	10,607	72,054	31,046
General & Administrative	—	—	—	—	—
Interest Expense - net	—	—	—	132,183	712,906
Debt Issuance Costs	—	—	—	14,109	63,946
Total Interest Expense	—	—	—	146,292	776,852
Depreciation	—	—	—	—	—
Credit Enhancement Fee	—	—	—	—	22,067
Total Amortization	—	—	—	—	22,067
Admin and support services expense					
Total Expenses	**(439)**	**6,970**	**10,607**	**502,853**	**1,009,415**
Net investment (loss) income	439	(6,970)	(10,607)	9,910	(930,218)
Gain (Loss) from Unconsolidated Sub	—	—	—	—	—
Change in accrued supplemental insurance	—	2,076	3,433	128,891	—
Realized Gain/(Loss) on Investments	—	—	—	—	—
Unrealized Gain/(Loss) on Investments	—	—	—	(568,786)	—
Net realized and unrealized gain (loss)	—	—	—	(568,786)	—
Net (loss) income before tax	439	(4,894)	(7,174)	(429,985)	(930,218)
State Tax Benefit	—	—	—	—	—
Net Income/(Loss)	439	(4,894)	(7,174)	(429,985)	(930,218)
Net Loss/(Income) Attributable to NCI	—	—	—	—	—
Net Income/(Loss) Attributable to Members	**439**	**(4,894)**	**(7,174)**	**(429,985)**	**(930,218)**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2019

	NYF1	NYF2	NYF3	TXF1	TXF2
Revenue					
Premium Tax Credit Income	—	—	—	—	—
Cash Equivalents and Restricted Cash	21	—	—	—	—
Investments	4,703	—	—	—	—
Payment undertaking contracts	—	—	—	—	—
Other fee income	—	—	—	—	—
Total Interest Income, including fees	4,724	—	—	—	—
Admin and support services income					
Dividend Income from Subs	—	—	—	—	—
Total Revenue	**4,724**	**—**	**—**	**—**	**—**
Expenses					
Management Fee	—	—	—	—	—
Professional Fees					
Legal Fees	—	—	—	—	(1,414)
Professional Fees	11,798	9,020	6,354	(4,465)	2,870
Other	50	—	—	—	—
Taxes & Licenses	325	334	325	—	—
Total Professional Fees	12,173	9,354	6,679	(4,465)	1,456
General & Administrative	—	—	—	—	—
Interest Expense - net	—	—	—	—	—
Debt Issuance Costs	—	—	—	—	—
Total Interest Expense	—	—	—	—	—
Depreciation	—	—	—	—	—
Credit Enhancement Fee	—	—	—	—	—
Total Amortization	—	—	—	—	—
Admin and support services expense					
Total Expenses	**12,173**	**9,354**	**6,679**	**(4,465)**	**1,456**
Net investment (loss) income	(7,449)	(9,354)	(6,679)	4,465	(1,456)
Gain (Loss) from Unconsolidated Sub	—	—	—	—	—
Change in accrued supplemental insurance	34,682	6,430	(21,103)	—	2,238
Realized Gain/(Loss) on Investments	—	—	—	(7,785)	(73,302)
Unrealized Gain/(Loss) on Investments	—	(33,956)	99,499	—	—
Net realized and unrealized gain (loss)	—	(33,956)	99,499	(7,785)	(73,302)
Net (loss) income before tax	27,233	(36,880)	71,717	(3,320)	(72,520)
State Tax Benefit	—	—	—	(13,670)	(22,922)
Net Income/(Loss)	27,233	(36,880)	71,717	10,350	(49,598)
Net Loss/(Income) Attributable to NCI	—	—	—	—	—
Net Income/(Loss) Attributable to Members	**27,233**	**(36,880)**	**71,717**	**10,350**	**(49,598)**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2019

	WYFL	ECTM LP	TOTAL	ELIM & ADJ	CONSOL
Revenue					
Premium Tax Credit Income	2,154,000	—	6,898,218		6,898,218
Cash Equivalents and Restricted Cash	1,259	—	14,515		14,515
Investments	435,419	—	1,975,792		1,975,792
Payment undertaking contracts	355,616	—	459,572		459,572
Other fee income	—	—	2,351,104	(2,298,509)	52,595
Total Interest Income, including fees	792,294	—	4,800,983	(2,298,509)	2,502,474
Admin and support services income			6,863,726		6,863,726
Dividend Income from Subs	—	—	3,610,878	(3,610,878)	—
Total Revenue	**2,946,294**	**—**	**22,173,805**	**(5,909,387)**	**16,264,418**
Expenses					
Management Fee	750,000	—	2,298,509	(2,298,509)	—
Professional Fees					
Legal Fees	4,110	—	42,085		42,085
Professional Fees	18,425	131	550,085		550,085
Other	—	—	26,066		26,066
Taxes & Licenses	25,052	—	74,152		74,152
Total Professional Fees	47,587	131	692,388		692,388
General & Administrative	—	—	1,247,100	(11,092)	1,236,008
Interest Expense - net	1,218,646	—	13,567,577		13,567,577
Debt Issuance Costs	45,590	—	441,859		441,859
Total Interest Expense	1,264,236	—	14,009,436		14,009,436
Depreciation	—	—	2,746		2,746
Credit Enhancement Fee	—	—	194,354		194,354
Total Amortization	—	—	197,100		197,100
Admin and support services expense			7,930,183		7,930,183
Total Expenses	**2,061,823**	**131**	**26,374,716**	**(2,309,601)**	**24,065,115**
Net investment (loss) income	884,471	(131)	(4,200,911)	(3,599,786)	(7,800,697)
Gain (Loss) from Unconsolidated Sub	—		95,781		95,781
Change in accrued supplemental insurance	(68,483)	—	(715,140)		(715,140)
Realized Gain/(Loss) on Investments	90,500	—	9,413		9,413
Unrealized Gain/(Loss) on Investments	(363,242)	—	94,866		94,866
Net realized and unrealized gain (loss)	(272,742)	—	104,279		104,279
Net (loss) income before tax	543,246	(131)	(4,715,991)	(3,599,786)	(8,315,777)
State Tax Benefit	—	—	(11,092)	11,092	—
Net Income/(Loss)	543,246	(131)	(4,704,899)	(3,610,878)	(8,315,777)
Net Loss/(Income) Attributable to NCI	—	—	128,995		128,995
Net Income/(Loss) Attributable to Members	**543,246**	**(131)**	**(4,575,904)**	**(3,610,878)**	**(8,186,782)**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet
December 31, 2018

	ECP	AL I	AL II	ECI	CT I
Assets					
Cash	30,117	18,885	24,256	166,734	364,879
Restricted cash	—	—	—	—	—
Due from Related Party	8,696,849	—	—	—	—
Interest Receivable	—	—	31,064	—	30,333
Prepaid Expenses	—	—	—	—	18,565
Credit Enhancement Fee	—	—	—	—	—
Total Prepaids	—	—	—	—	18,565
Investments (at fair value)	—	—	1,802,830	—	561,149
Investment is Sub	11,277,726	—	—	—	—
Investment in Unconsolidated Sub	2,393,950	—	—	—	—
Inv in Sub-ESOP Push-down	38,681,461	—	—	—	—
Other Assets	12,523	—	—	—	—
Leasehold Improvements	2,746	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—
Payment Undertaking Agreement	—	—	—	—	—
Deferred tax credits	—	—	109,481	—	7,957,234
Debt Issuance Costs	437,255	—	—	—	29,852
Total Assets	**61,532,627**	**18,885**	**1,967,631**	**166,734**	**8,962,012**
Liabilities & Equity					
Accrued Interest Payable	4,579,222	—	951	—	24,537
Accrued Expenses	4,256,156	2,500	2,500	2,500	2,500
Unearned Management Fees	1,451,777	—	—	—	—
Income Tax Payable	—	—	—	—	—
Due to Related Party	14,388	—	—	2,254,758	—
CAPCO Note Payable - net of premium	—	—	108,806	—	8,190,256
ECG Note Payable	45,122,487	—	—	—	—
Term & Revolver Notes Payable	200,000	—	—	—	—
Accrued Profits Interests	—	1,844	476,428	—	124,184
Total Liabilities	**55,624,030**	**4,344**	**588,685**	**2,257,258**	**8,341,477**
Paid-in Capital	—	—	42,183	533,500	—
Paid-in Capital - Grits	—	—	—	—	—
Capital Contributions - ESOP Push-down	—	2,843,468	5,546,887	2,445,790	—
Retained Earnings	8,819,952	(938,285)	(1,157,659)	(5,059,795)	8,656,053
Distributions	—	(1,882,419)	(2,394,232)	—	(6,816,753)
Dividends Paid	—	—	(975,019)	—	(953,534)
CY Income/ (Loss)	(4,378,967)	(8,223)	316,786	(10,019)	(265,231)
Total	**60,065,015**	**18,885**	**1,967,631**	**166,734**	**8,962,012**
Minority Interest	1,467,612				
Total Liabilities & Equity	**61,532,627**	**18,885**	**1,967,631**	**166,734**	**8,962,012**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2018

	CT II	CT III	CT IV	CT V	DCFL
Assets					
Cash	25,069	9,224	3,922	7,218,561	244,197
Restricted cash	—	—	—	—	—
Due from Related Party	—	—	—	—	—
Interest Receivable	—	18,167	81,171	83,632	—
Prepaid Expenses	8,750	—	10,700	930,956	—
Credit Enhancement Fee	—	—	—	172,287	—
Total Prepaids	8,750	—	10,700	1,103,243	—
Investments (at fair value)	—	573,764	1,294,811	17,367,737	2,622,122
Investment is Sub	—	—	—	—	—
Investment in Unconsolidated Sub	—	—	—	—	—
Inv in Sub-ESOP Push-down	—	—	—	—	—
Other Assets	—	—	—	—	—
Leasehold Improvements	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—
Payment Undertaking Agreement	—	—	—	5,461,342	—
Deferred tax credits	3,232,017	11,161,731	5,710,736	29,816,645	—
Debt Issuance Costs	10,393	35,178	65,946	214,632	—
Total Assets	**3,276,229**	**11,798,064**	**7,167,286**	**61,265,792**	**2,866,319**
Liabilities & Equity					
Accrued Interest Payable	10,228	34,419	18,045	239,945	—
Accrued Expenses	2,500	2,500	10,000	21,900	2,500
Unearned Management Fees	—	—	—	—	—
Income Tax Payable	—	—	—	—	—
Due to Related Party	—	—	—	807,237	660,122
CAPCO Note Payable - net of premium	3,328,980	11,488,594	5,873,190	35,717,301	—
ECG Note Payable	—	—	—	—	—
Term & Revolver Notes Payable	—	—	—	—	—
Accrued Profits Interests	—	30,792	202,593	2,575,116	—
Total Liabilities	**3,341,708**	**11,556,305**	**6,103,828**	**39,361,499**	**662,622**
Paid-in Capital	—	—	—	7,000,000	515,600
Paid-in Capital - Grits	—	—	—	—	—
Capital Contributions - ESOP Push-down	—	—	—	—	3,493,808
Retained Earnings	3,412,400	11,741,989	4,376,204	(8,956,814)	(1,266,534)
Distributions	(3,124,345)	(10,975,784)	(2,941,754)	—	—
Dividends Paid	(243,456)	(202,880)	(81,152)	—	—
CY Income/ (Loss)	(110,078)	(321,566)	(289,840)	23,861,107	(539,177)
Total	**3,276,229**	**11,798,064**	**7,167,286**	**61,265,792**	**2,866,319**
Minority Interest					
Total Liabilities & Equity	**3,276,229**	**11,798,064**	**7,167,286**	**61,265,792**	**2,866,319**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2018

	LAF1	LAF2	LAF3	MSFL	MSF2
Assets					
Cash	190	6,970	14,153	572,467	500,354
Restricted cash	—	—	—	—	—
Due from Related Party	—	—	—	—	—
Interest Receivable	—	—	—	26,937	—
Prepaid Expenses	—	—	—	19,682	—
Credit Enhancement Fee	—	—	—	—	—
Total Prepaids	—	—	—	19,682	—
Investments (at fair value)	—	56,600	37,800	6,150,592	—
Investment is Sub	—	—	—	—	—
Investment in Unconsolidated Sub	—	—	—	—	—
Inv in Sub-ESOP Push-down	—	—	—	—	—
Other Assets	—	—	—	—	13,000
Leasehold Improvements	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—
Payment Undertaking Agreement	—	—	—	—	—
Deferred tax credits	—	—	—	3,280,188	—
Debt Issuance Costs	—	—	—	14,989	—
Total Assets	**190**	**63,570**	**51,953**	**10,064,855**	**513,354**
Liabilities & Equity					
Accrued Interest Payable	—	—	—	45,395	—
Accrued Expenses	—	—	2,500	2,500	—
Unearned Management Fees	—	—	—	—	—
Income Tax Payable	—	—	—	—	—
Due to Related Party	629	—	—	—	18,066
CAPCO Note Payable - net of premium	—	—	—	3,370,511	—
ECG Note Payable	—	—	—	—	—
Term & Revolver Notes Payable	—	—	—	—	—
Accrued Profits Interests	—	17,372	13,042	1,754,413	—
Total Liabilities	**629**	**17,372**	**15,542**	**5,172,819**	**18,066**
Paid-in Capital	30,000	—	—	10,500	515,000
Paid-in Capital - Grits	—	—	—	4,500	—
Capital Contributions - ESOP Push-down	1,587,331	1,531,366	1,088,520	—	—
Retained Earnings	1,207,120	654,289	75,188	4,301,443	—
Distributions	(2,822,310)	(1,713,217)	(748,118)	—	—
Dividends Paid	—	(203,894)	(288,849)	(1,045,355)	—
CY Income/ (Loss)	(2,580)	(222,346)	(90,330)	1,620,948	(19,712)
Total	**190**	**63,570**	**51,953**	**10,064,855**	**513,354**
Minority Interest					
Total Liabilities & Equity	**190**	**63,570**	**51,953**	**10,064,855**	**513,354**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2018

	NYF1	NYF2	NYF3	TXF1	TXF2
Assets					
Cash	1,827	110	174	407	17,097
Restricted cash	—	—	—	7,785	73,303
Due from Related Party	—	—	—	15,609	—
Interest Receivable	360	—	—	—	—
Prepaid Expenses	—	—	—	—	—
Credit Enhancement Fee	—	—	—	—	—
Total Prepaids	—	—	—	—	—
Investments (at fair value)	126,819	844,678	594,057	—	—
Investment is Sub	—	—	—	—	—
Investment in Unconsolidated Sub	—	—	—	—	—
Inv in Sub-ESOP Push-down	—	—	—	—	—
Other Assets	—	—	—	—	—
Leasehold Improvements	—	—	—	—	—
Long-Term Investment Agreement	—	—	—	—	—
Payment Undertaking Agreement	—	—	—	—	—
Deferred tax credits	—	—	—	—	—
Debt Issuance Costs	—	—	—	—	—
Total Assets	**129,006**	**844,788**	**594,231**	**23,801**	**90,400**
Liabilities & Equity					
Accrued Interest Payable	—	—	—	—	—
Accrued Expenses	2,702	2,500	2,500	2,500	2,500
Unearned Management Fees	—	—	—	—	—
Income Tax Payable	—	—	—	3,669	7,423
Due to Related Party	—	2,250	12,742	27,982	26,723
CAPCO Note Payable - net of premium	—	—	—	—	—
ECG Note Payable	—	—	—	—	—
Term & Revolver Notes Payable	—	—	—	—	—
Accrued Profits Interests	55,633	149,669	104,088	—	2,238
Total Liabilities	**58,335**	**154,419**	**119,330**	**34,151**	**38,884**
Paid-in Capital	—	479,148	382,421	8,000	27,246
Paid-in Capital - Grits	—	—	—	—	—
Capital Contributions - ESOP Push-down	2,200,801	2,740,743	2,288,793	5,468,537	7,445,416
Retained Earnings	1,180,513	(1,818,755)	(2,134,098)	(777,478)	2,712,394
Distributions	(2,624,248)	(849,194)	(258,671)	(4,701,944)	(10,133,840)
Dividends Paid	(669,503)	—	—	—	—
CY Income/ (Loss)	(16,892)	138,427	196,456	(7,465)	300
Total	**129,006**	**844,788**	**594,231**	**23,801**	**90,400**
Minority Interest					
Total Liabilities & Equity	**129,006**	**844,788**	**594,231**	**23,801**	**90,400**

Enhanced Capital Partners, LLC
Consolidating Balance Sheet (continued)
December 31, 2018

	WYFL	ECTM LP	TOTAL	ELIM & ADJ	CONSOL
Assets					
Cash	195,323	131	9,415,047		9,415,047
Restricted cash	1,259,461	—	1,340,549		1,340,549
Due from Related Party	—	—	8,712,458	(7,460,540)	1,251,918
Interest Receivable	114,220	—	385,884		385,884
Prepaid Expenses	473,790	—	1,462,443	(1,451,743)	10,700
Credit Enhancement Fee	—	—	172,287		172,287
Total Prepaids	473,790	—	1,634,730		182,987
Investments (at fair value)	9,236,879	—	41,269,838		41,269,838
Investment is Sub	—	—	11,277,726	(11,277,726)	—
Investment in Unconsolidated Sub	—	—	2,393,950		2,393,950
Inv in Sub-ESOP Push-down	—	—	38,681,461	(38,681,461)	—
Other Assets	—	—	25,523		25,523
Leasehold Improvements	—	—	2,746		2,746
Long-Term Investment Agreement	14,121,475	—	14,121,475		14,121,475
Payment Undertaking Agreement	186,011	—	5,647,353		5,647,353
Deferred tax credits	—	—	61,268,032		61,268,032
Debt Issuance Costs	45,590	—	853,835	(795,775)	58,060
Total Assets	**25,632,749**	**131**	**197,030,607**	**(59,667,245)**	**137,363,362**
Liabilities & Equity					
Accrued Interest Payable	2,889,639	—	7,842,381		7,842,381
Accrued Expenses	2,500	—	4,325,758		4,325,758
Unearned Management Fees	—	—	1,451,777	(1,451,777)	—
Income Tax Payable	—	—	11,092		11,092
Due to Related Party	3,650,000	—	7,474,897	(7,460,509)	14,388
CAPCO Note Payable - net of premium	25,000,000	—	93,077,638	(416,580)	92,661,058
ECG Note Payable	—	—	45,122,487	(379,195)	44,743,292
Term & Revolver Notes Payable	—	—	200,000	—	200,000
Accrued Profits Interests	196,145	—	5,703,557		5,703,557
Total Liabilities	**31,738,284**	**—**	**165,209,587**		**155,501,526**
Paid-in Capital	717,000	1,012,626	11,273,224	(11,273,224)	—
Paid-in Capital - Grits	—	—	4,500	(4,500)	—
Capital Contributions - ESOP Push-down	—	—	38,681,460	(38,681,460)	—
Retained Earnings	(7,084,406)	(1,012,495)	18,446,376		18,446,376
Distributions	—	—	(53,501,979)		(53,501,979)
Dividends Paid	—	—	(4,663,642)	4,663,642	—
CY Income/ (Loss)	261,871	—	20,113,469	(4,663,642)	15,449,827
Total	**25,632,749**	**131**	**195,562,995**		**135,895,750**
Minority Interest			1,467,612		1,467,612
Total Liabilities & Equity	**25,632,749**	**131**	**197,030,607**	**(59,667,245)**	**137,363,362**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations
December 31, 2018

	ECP	AL I	AL II	ECI	CT I
Revenue					
Premium Tax Credit Income	—	—	132,708	—	843,142
Cash Equivalents and Restricted Cash	—	67	443	—	404
Investments	—	—	141,077	—	91,104
Payment undertaking contracts	—	—	—	—	—
Other fee income	3,090,550	—	—	—	—
Total Interest Income, including fees	3,090,550	67	141,520	—	91,508
Admin and support services income	6,462,952	—	—	—	—
Dividend Income from Subs	4,663,642	—	—	—	—
Total Revenue	**14,217,144**	**67**	**274,228**	**—**	**934,650**
Expenses					
Management Fee	—	—	80,329	—	276,250
Professional Fees					
Legal Fees	1,359	—	—	—	—
Professional Fees	202,938	8,750	26,558	9,700	34,357
Other	13,287	—	205	—	195
Taxes & Licenses	27,643	200	201	319	4,019
Total Professional Fees	245,227	8,950	26,964	10,019	38,571
General & Administrative	3,203,846	—	—	—	—
Interest Expense - net	6,598,334	—	124,527	—	734,332
Debt Issuance Costs	159,550	—	—	—	35,061
Total Interest Expense	6,757,884	—	124,527	—	769,393
Depreciation	4,707	—	—	—	—
Credit Enhancement Fee	—	—	—	—	—
Total Amortization	4,707	—	—	—	—
Admin and support services expense	7,461,965	—	—	—	—
Total Expenses	**17,673,629**	**8,950**	**231,820**	**10,019**	**1,084,214**
Net investment (loss) income	(3,456,485)	(8,883)	42,408	(10,019)	(149,564)
Gain (Loss) from Unconsolidated Sub	(436,195)	—	—	—	—
Change in accrued supplemental insurance		660	(247,040)	—	(566)
Realized Gain/(Loss) on Investments	—	(1,807,740)	—	—	(75,000)
Unrealized Gain/(Loss) on Investments	—	1,807,740	521,418	—	(40,101)
Net realized and unrealized gain (loss)	—	—	521,418	—	(115,101)
Net Income/(Loss)	(3,892,680)	(8,223)	316,786	(10,019)	(265,231)
Net Loss/(Income) Attributable to NCI	(486,287)	—	—	—	—
Net Income/(Loss) Attributable to Members	**(4,378,967)**	**(8,223)**	**316,786**	**(10,019)**	**(265,231)**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2018

	CT II	CT III	CT IV	CT V	DCFL
Revenue					
Premium Tax Credit Income	351,071	1,182,688	467,493	29,816,645	—
Cash Equivalents and Restricted Cash	151	200	154	—	—
Investments	31,841	15,800	31,826	1,145,579	28,000
Payment undertaking contracts	—	—	—	64,927	—
Other fee income	—	—	—	—	—
Total Interest Income, including fees	31,992	16,000	31,980	1,210,506	28,000
Admin and support services income	—	—	—	—	—
Dividend Income from Subs	—	—	—	—	—
Total Revenue	**383,063**	**1,198,688**	**499,473**	**31,027,151**	**28,000**
Expenses					
Management Fee	112,500	346,598	117,097	1,057,237	—
Professional Fees					
Legal Fees	—	—	—	—	—
Professional Fees	31,477	32,917	30,418	55,738	18,807
Other	245	215	70	—	—
Taxes & Licenses	19	4,018	10,020	13,156	10,600
Total Professional Fees	31,741	37,150	40,508	68,894	29,407
General & Administrative	—	—	—	—	—
Interest Expense - net	305,985	1,030,059	456,103	3,061,103	—
Debt Issuance Costs	12,195	41,319	28,955	55,586	—
Total Interest Expense	318,180	1,071,378	485,058	3,116,689	—
Depreciation	—	—	—	—	—
Credit Enhancement Fee	—	—	—	348,108	—
Total Amortization	—	—	—	348,108	—
Admin and support services expense	—	—	—	—	—
Total Expenses	**462,421**	**1,455,126**	**642,663**	**4,590,928**	**29,407**
Net investment (loss) income	(79,358)	(256,438)	(143,190)	26,436,223	(1,407)
Gain (Loss) from Unconsolidated Sub	—	—	—	—	—
Change in accrued supplemental insurance	(30,720)	14,431	57,087	(2,575,116)	—
Realized Gain/(Loss) on Investments	—	—	—	—	(419,681)
Unrealized Gain/(Loss) on Investments	—	(79,559)	(203,737)	—	(118,089)
Net realized and unrealized gain (loss)	—	(79,559)	(203,737)	—	(537,770)
Net Income/(Loss)	(110,078)	(321,566)	(289,840)	23,861,107	(539,177)
Net Loss/(Income) Attributable to NCI	—	—	—	—	—
Net Income/(Loss) Attributable to Members	**(110,078)**	**(321,566)**	**(289,840)**	**23,861,107**	**(539,177)**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2018

	LAF1	LAF2	LAF3	MSFL	MSF2	NYF1
Revenue						
Premium Tax Credit Income	—	—	—	400,718	—	—
Cash Equivalents and Restricted Cash	—	—	—	1,708	—	185
Investments	—	—	7,954	360,566	—	15,893
Payment undertaking contracts	—	—	—	—	—	—
Other fee income	—	—	—	—	—	—
Total Interest Income, including fees	—	—	7,954	362,274	—	16,078
Admin and support services income	—	—	—	—	—	—
Dividend Income from Subs	—	—	—	—	—	—
Total Revenue	**—**	**—**	**7,954**	**762,992**	**—**	**16,078**
Expenses						
Management Fee	—	—	—	284,507	—	—
Professional Fees						
Legal Fees	—	—	—	—	—	—
Professional Fees	2,580	8,395	8,396	52,620	12,212	12,550
Other	—	—	—	315	7,500	65
Taxes & Licenses	—	35	35	2,500	—	484
Total Professional Fees	2,580	8,430	8,431	55,435	19,712	13,099
General & Administrative	—	—	—	—	—	—
Interest Expense - net	—	—	—	312,560	—	—
Debt Issuance Costs	—	—	—	33,361	—	—
Total Interest Expense	—	—	—	345,921	—	—
Depreciation	—	—	—	—	—	—
Credit Enhancement Fee	—	—	—	42,676	—	—
Total Amortization	—	—	—	42,676	—	—
Admin and support services expense	—	—	—	—	—	—
Total Expenses	**2,580**	**8,430**	**8,431**	**728,539**	**19,712**	**13,099**
Net investment (loss) income	(2,580)	(8,430)	(477)	34,453	(19,712)	2,979
Gain (Loss) from Unconsolidated Sub	—	—	—	—	—	—
Change in accrued supplemental insurance	—	56,103	6,947	1,586,495	—	(19,871)
Realized Gain/(Loss) on Investments	—	(501,164)	(471,472)	(196,970)	—	—
Unrealized Gain/(Loss) on Investments	—	231,145	374,672	196,970	—	—
Net realized and unrealized gain (loss)	—	(270,019)	(96,800)	—	—	—
Net Income/(Loss)	(2,580)	(222,346)	(90,330)	1,620,948	(19,712)	(16,892)
Net Loss/(Income) Attributable to NCI	—	—	—	—	—	—
Net Income/(Loss) Attributable to Members	**(2,580)**	**(222,346)**	**(90,330)**	**1,620,948**	**(19,712)**	**(16,892)**

Enhanced Capital Partners, LLC
Consolidating Statement of Operations (continued)
December 31, 2018

	NYF2	NYF3	TXF1	TXF2	WYFL	ELIM & ADJ	CONSOL
Revenue							
Premium Tax Credit Income	—	—	—	—	2,005,600		35,200,065
Cash Equivalents and Restricted Cash	—	—	—	—	2,727		6,039
Investments	—	—	—	—	368,886		2,238,526
Payment undertaking contracts	—	—	—	—	346,896		411,823
Other fee income	—	—	—	—	—	(3,024,518)	66,032
Total Interest Income, including fees	—	—	—	—	718,509	(3,024,518)	2,722,420
Admin and support services income	—	—	—	—	—		6,462,952
Dividend Income from Subs	—	—	—	—	—	(4,663,642)	—
Total Revenue	**—**	**—**	**—**	**—**	**2,724,109**	**(7,688,160)**	**44,385,437**
Expenses							
Management Fee	—	—	—	—	750,000	(3,024,518)	—
Professional Fees							
Legal Fees	—	—	—	(1)	—		1,358
Professional Fees	8,840	6,030	7,465	10,238	21,150		602,136
Other	—	—	—	300	4,260		26,657
Taxes & Licenses	350	—	—	—	25,052		98,651
Total Professional Fees	9,190	6,030	7,465	10,537	50,462		728,802
General & Administrative	—	—	—	—	—		3,203,846
Interest Expense - net	—	—	—	—	1,341,699		13,964,702
Debt Issuance Costs	—	—	—	—	92,986		459,013
Total Interest Expense	—	—	—	—	1,434,685		14,423,715
Depreciation	—	—	—	—	—		4,707
Credit Enhancement Fee	—	—	—	—	—		390,784
Total Amortization	—	—	—	—	—		395,491
Admin and support services expense	—	—	—	—	—		7,461,965
Total Expenses	**9,190**	**6,030**	**7,465**	**10,537**	**2,235,147**	**(3,024,518)**	**26,213,819**
Net investment (loss) income	(9,190)	(6,030)	(7,465)	(10,537)	488,962	(4,663,642)	18,171,618
Gain (Loss) from Unconsolidated Sub	—	—	—	—	—		(436,195)
Change in accrued supplemental insurance	(30,164)	(47,057)	—	10,837	97,227		(1,120,747)
Realized Gain/(Loss) on Investments	—	—	—	(548,866)	(994,187)		(5,015,080)
Unrealized Gain/(Loss) on Investments	177,781	249,543	—	548,866	669,869		4,336,518
Net realized and unrealized gain (loss)	177,781	249,543	—	—	(324,318)		(678,562)
Net Income/(Loss)	138,427	196,456	(7,465)	300	261,871	(4,663,642)	15,936,114
Net Loss/(Income) Attributable to NCI	—	—	—	—	—		(486,287)
Net Income/(Loss) Attributable to Members	**138,427**	**196,456**	**(7,465)**	**300**	**261,871**	**(4,663,642)**	**15,449,827**

EnhancedCapital

CONSOLIDATED FINANCIAL STATEMENTS

Enhanced Capital Partners, LLC
Periods Ended September 30, 2020 and 2019
(UNAUDITED)

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Balance Sheets

(UNAUDITED)

	(unaudited) September 30, 2020	(audited) December 31, 2019
Assets		
Cash and cash equivalents	**$ 5,388,706**	$ 5,298,246
Restricted cash	**—**	4,792,735
Accrued interest receivable	**364,556**	255,629
Due from related party	**2,699,019**	2,209,264
Investments in qualified businesses, at fair value (cost of $31,127,865 and $32,921,868 as of September 30, 2020 and December 31, 2019, respectively)	**29,011,057**	31,180,060
Investments in unconsolidated subsidiaries	**2,030,625**	2,120,490
Prepaid expenses and other assets, net	**149,210**	180,063
Earned premium tax credits	**42,552,680**	49,645,794
Payment undertaking contracts	**17,166,813**	17,767,639
Total assets	**$ 99,362,666**	$ 113,449,920
Liabilities and members' deficit		
Accounts payable and accrued expenses	**$ 2,976,766**	$ 4,095,221
Accrued interest payable	**3,617,576**	5,494,451
Accrued supplemental insurance and profits interest	**5,300,549**	5,554,042
CAPCO notes payable, net of unamortized debt issuance cost	**68,218,583**	82,884,730
ECG note payable, net of discount	**43,858,861**	42,167,694
Total liabilities	**123,972,335**	140,196,138
Deficit:		
Members' deficit	**(25,614,176)**	(27,792,558)
Noncontrolling interest	**1,004,507**	1,046,340
Total deficit	**(24,609,669)**	(26,746,218)
Total liabilities and members' deficit	**$ 99,362,666**	$ 113,449,920

See accompanying notes.

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Statements of Operations

(UNAUDITED)

	(unaudited) Nine months ended September 30, 2020	2019
Income from premium tax credits	**$ 10,513,808**	$ 5,712,641
Interest income, including fees:		
Cash equivalents and restricted cash	**5,300**	4,166
Investments	**922,631**	1,733,500
Payment undertaking contracts	**321,567**	347,384
Other fee income	**35,506**	39,451
Total interest income, including fees	**1,285,004**	2,124,501
Total income	**11,798,812**	7,837,142
Expenses:		
Professional fees	**569,821**	568,704
General and administrative	**363,430**	751,798
Interest, net of premium and discount amortization	**6,442,461**	10,959,105
Depreciation and amortization	**126,137**	191,224
Administrative and support services expense	**5,319,850**	6,625,348
Administrative and support services income	**(4,533,051)**	(4,646,777)
Total expenses	**8,288,648**	14,449,402
Net investment income (loss)	**3,510,164**	(6,612,260)
Loss from unconsolidated subsidiaries	**(89,865)**	(55,199)
Change in accrued supplemental insurance	**(847,997)**	(140,910)
Net realized loss on investments	**—**	(81,088)
Unrealized loss on investments:		
Beginning of period	**(1,741,808)**	(1,836,674)
End of period	**(2,116,808)**	(2,135,502)
Net unrealized loss on investments	**(375,000)**	(298,828)
Net realized and unrealized loss on investments	**(375,000)**	(379,916)
Net income (loss)	**2,197,302**	(7,188,285)
Net (income) loss attributable to non-controlling interests	**(18,920)**	(3,126)
Net income (loss) attributable to members	**$ 2,178,382**	$ (7,191,411)

See accompanying notes.

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Statements of Members' Deficit

(UNAUDITED)

	Members' Deficit	Noncontrolling Interest	Total Deficit
Balances at December 31, 2018	$ (19,605,776)	$ 1,467,612	$ (18,138,164)
Distributions	—	(292,277)	(292,277)
Net loss	(8,186,782)	(128,995)	(8,315,777)
Balances at December 31, 2019	(27,792,558)	1,046,340	(26,746,218)
Distributions	**—**	**(60,753)**	**(60,753)**
Net income	**2,178,382**	**18,920**	**2,197,302**
Balances at September 30, 2020	**$ (25,614,176)**	**$ 1,004,507**	**$ (24,609,669)**

See accompanying notes.

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Statements of Cash Flows

(UNAUDITED)

	(unaudited) Nine months ended September 30, 2020	2019
Operating activities		
Net income (loss)	**$ 2,197,302**	$ (7,188,285)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:		
Depreciation and amortization	**126,137**	191,224
Accretion of payment undertaking contracts	**(321,567)**	(347,384)
Income from premium tax credits	**(10,513,808)**	(5,712,642)
Amortization of debt issuance costs	**217,208**	380,122
Non-cash interest expense	**7,087,569**	9,272,455
Loss from unconsolidated subsidiaries	**89,865**	55,199
Unrealized loss on qualified investments, net	**375,000**	298,828
Realized loss on investments, net	**—**	81,088
Proceeds from repayment and sales of qualified investments	**6,744,003**	15,354,905
Purchase of investments in qualified businesses	**(4,950,000)**	(8,968,319)
Supplemental insurance and profits interest payments	**(1,101,490)**	(744,603)
Change in accrued supplemental insurance and profits interest	**847,997**	140,910
Changes in assets and liabilities:		
Accrued interest receivable	**(108,927)**	(19,603)
Prepaid expenses and other assets, net	**(95,284)**	(166,867)
Due from related party	**(489,755)**	475,639
Accounts payable and accrued expenses	**(1,118,455)**	(917,210)
Accrued interest payable	**(2,145,301)**	(1,282,469)
Net cash (used in) provided by operating activities	**(3,159,506)**	902,988
Investing activities		
Proceeds from investments in unconsolidated subsidiaries	**—**	369,242
Payment for payment undertaking agreement	**—**	(3,487,508)
Net cash used in investing activities	**—**	(3,118,266)

See accompanying notes.

Enhanced Capital Partners, LLC

Consolidated Statements of Cash Flows (continued)

(UNAUDITED)

	(unaudited) Nine months ended September 30, 2020	2019
Financing activities		
Payment for debt issuance costs	**$ —**	$ (330,944)
Proceeds from issuance of CAPCO notes payable	**—**	9,528,336
Payments on CAPCO notes payable	**(15,000)**	—
Payments on credit facility and term loans	**—**	(200,000)
Payments on subordinated note payable	**(1,467,016)**	(7,086,384)
Distributions to non-controlling interest	**(60,753)**	(292,277)
Net cash (used in) provided by financing activities	**(1,542,769)**	1,618,731
Net decrease in cash, cash equivalents, and restricted cash	**$ (4,702,275)**	$ (596,547)
Cash, cash equivalents, and restricted cash at beginning of period	**10,090,981**	10,755,596
Cash, cash equivalents, and restricted cash at end of period	**$ 5,388,706**	$ 10,159,049
Cash and cash equivalents	**$ 5,388,706**	$ 5,204,315
Restricted cash	**—**	4,954,734
Total cash, cash equivalents, and restricted cash	**$ 5,388,706**	$ 10,159,049
Noncash operating and financing activities		
Settlement of CAPCO notes payable and accrued interest payable with:		
Payment undertaking contracts	**$ 922,393**	$ 3,204,733
Premium tax credits	**$ 17,606,922**	$ 15,127,188
Supplemental cash flow disclosure		
Cash paid for interest	**$ 1,282,985**	$ 1,178,284

See accompanying notes.

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (UNAUDITED)

	(unaudited) September 30, 2020				(audited) December 31, 2019			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Technology and Software:								
Louisiana Technology Fund, LLC								
Common Units	N/A	326	$ 347,280	$ 2,764	N/A	326	$ 347,280	$ 2,764
Louisiana Technology Fund 2006, LLC								
Common Units	N/A	291	244,398	1,646	N/A	291	244,398	1,646
RepEquity, Inc.								
Series A Convertible Preferred Stock	N/A	383,825	350,000	1,050,000	N/A	383,825	350,000	1,050,000
Common stock	N/A	738,589	2,299,545	1,652,740	N/A	738,589	2,299,545	1,652,740
Warrants—Common	N/A	109,385	—	142,592	N/A	109,385	—	142,592
Convertible Debt Securities	N/A		200,000	200,000	N/A		200,000	200,000
	N/A		2,849,545	3,045,332	N/A		2,849,545	3,045,332
Spot-On Networks, LLC								
Debt Securities	N/A		—	—	N/A		1,225,000	1,225,000
Inbox Health Corp								
Series Seed Preferred Stock	N/A	439,946	109,987	109,987	N/A	439,946	109,987	109,987
Pennsylvania Globe Gaslight Co.								
Debt Securities	N/A		—	—	N/A		207,500	207,500
Grey Wall Software, LLC								
Debt Securities	N/A		1,288,760	1,288,760	N/A		1,418,760	1,418,760
TRS Fuel Cell, LLC								
Debt Securities	N/A		—	—	N/A		1,500,000	1,500,000
Energea Global, LLC								
Debt Securities	N/A		920,000	920,000	N/A		1,000,000	1,000,000
Total Technology and Software Investments	N/A		5,759,970	5,368,489	N/A		8,902,470	8,510,989
Healthcare:								
ContinuumRX Services, Inc.								
Series A Preferred Stock	N/A	1,357,704	$ 227,898	$ 501,013	N/A	1,357,704	$ 227,898	$ 501,013
Series B Preferred Stock	N/A	582,931	511,135	448,688	N/A	582,931	511,135	448,688
Common Shares	N/A	2,781,956	1,993,910	864,651	N/A	2,781,956	1,993,910	864,651
Common Warrants	N/A	—	32,832	32,832	N/A	—	32,832	32,832
	N/A		2,765,775	1,847,184	N/A		2,765,775	1,847,184
CircleLink Health Inc. (f/k/a MedAdherence, LLC)								
Series Seed 6 Preferred Stock	N/A	327,045	75,000	73,354	N/A	327,045	75,000	73,354
Precipio, Inc.								
Series B Preferred Stock	N/A	1,282	75,000	2,957	N/A	1,282	75,000	2,957
Windham Nursing, LLC								
Debt Securities	N/A		1,320,000	1,320,000	N/A		1,485,000	1,485,000
RightPro Staffing, LLC								
Debt Securities	N/A		531,042	531,042	N/A		544,487	544,487
Total Healthcare Investments	N/A		4,766,817	3,774,537	N/A		4,945,262	3,952,982

See accompanying notes.

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued) (UNAUDITED)

	(unaudited) September 30, 2020				(audited) December 31, 2019			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Food and Beverage Services:								
City Winery New York, LLC								
Common Stock	N/A	469	54,000	1,504,278	N/A	469	54,000	1,504,278
Wyoming Authentic Products, LLC								
Series B&C Preferred Stock	N/A	310,204	310,204	—	N/A	310,204	310,204	—
Debt Securities	N/A		1,295,000	1,295,000	N/A		1,300,000	1,300,000
	N/A		1,605,204	1,295,000	N/A		1,610,204	1,300,000
Vertical Harvest, LLC								
Debt Securities	N/A		635,000	635,000	N/A		635,000	635,000
Salad Days, LLC								
Debt Securities	N/A		148,500	148,500	N/A		162,000	162,000
Total Food and Beverage Services Investments	N/A		2,442,704	3,582,778	N/A		2,461,204	3,601,278
Manufacturing:								
Rheonix, Inc.								
Series A Convertible Preferred Stock	N/A	212,585	$ 250,000	$ —	N/A	212,585	$ 250,000	$ —
Oxford Performance Materials, LLC								
Convertible Debt Securities	N/A		150,000	150,000	N/A		150,000	150,000
Kat Burki, Inc.								
Debt Securities	N/A		2,046,143	2,046,143	N/A		2,076,821	2,076,821
SciApps, Inc.								
Series B Preferred Stock	N/A	117,371	250,000	326,764	N/A	117,371	250,000	326,764
Serice C Preferred Stock	N/A	66,744	102,787	134,348	N/A	66,744	102,787	134,348
Series C-1 Preferred Stock	N/A	86,108	92,997	121,552	N/A	86,108	92,997	121,552
	N/A		445,784	582,664	N/A		445,784	582,664
Empire Geonomics, LLC								
Convertible debt securities	N/A		78,374	78,374	N/A		87,054	87,054
Pro South, Inc.								
Debt Securities	N/A		326,777	—	N/A		326,777	—
Greenleaf Energy Solutions, LLC								
Debt Securities	N/A		—	—	N/A		1,482,000	1,482,000
Air-Up Vending, LLC								
Debt Securities	N/A		442,405	442,405	N/A		480,952	480,952
Magnolia Energy Solution, LLC								
Debt securities	N/A		75,000	75,000	N/A		300,000	300,000
River & Roads, LLC								
Debt Securities	N/A		38,750	38,750	N/A		155,417	155,417
DMOS, LLC								
Preferred Stock	N/A	695,507	50,000	50,000	N/A	695,507	50,000	50,000
Madera Fuels, LLC								
Debt securities	N/A		2,100,000	2,100,000	N/A		—	—
Lilyana Naturals, LLC								
Debt securities	N/A		1,100,000	1,100,000	N/A		—	—
Total Manufacturing Investments	N/A		7,103,233	6,663,336	N/A		5,804,805	5,364,908

See accompanying notes.

EnhancedCapital

Enhanced Capital Partners, LLC

Consolidated Schedules of Investments (continued) (UNAUDITED)

	(unaudited) September 30, 2020				(audited) December 31, 2019			
	Percentage of Equity	Shares	Cost	Fair Value	Percentage of Equity	Shares	Cost	Fair Value
Services:								
Saff, Inc.								
Debt Securities	N/A		$ 17,142	$ 17,142	N/A		$ 22,486	$ 22,486
Cotton Mill Hotel Group, LLC								
Debt Securities	N/A		462,009	220,000	N/A		1,137,253	895,244
Discover Video, LLC								
Debt Securities	N/A		—	—	N/A		162,500	162,500
Brighter Health Network, LLC								
Debt securities	N/A		—	—	N/A		455,555	455,555
CK Mechanical Plumbing and Heating, Inc.								
Debt securities	N/A		623,000	161,785	N/A		637,000	175,785
Pinnacle Medical Solution, LLC								
Debt securities	N/A		617,262	617,262	N/A		708,333	708,333
Frost, LLC								
Debt securities	N/A		84,728	84,728	N/A		89,000	89,000
TriLipid, LLC								
Debt securities	N/A		2,001,000	2,001,000	N/A		2,001,000	2,001,000
Powderhorn Partners, LLC								
Debt securities	N/A		395,000	395,000	N/A		440,000	440,000
Echo Transportation, LLC								
Debt securities	N/A		705,000	350,000	N/A		705,000	350,000
Vesper, LLC								
Debt securities	N/A		495,000	495,000	N/A		500,000	500,000
Voice Glance, LLC								
Debt securities	N/A		655,000	655,000	N/A		700,000	700,000
Posigen CT, LLC								
Debt Securities	N/A		2,500,000	2,500,000	N/A		2,500,000	2,500,000
Lillian August Design, LLC								
Debt Securities	N/A		750,000	375,000	N/A		750,000	750,000
AMS Construction, LLC								
Debt Securities	N/A		1,750,000	1,750,000	N/A		—	—
Total Services Investments	N/A		11,055,141	9,621,917	N/A		10,808,127	9,749,903
Total Investments	N/A		$31,127,865	$29,011,057	N/A		$32,921,868	$31,180,060
Summary of Securities								
Preferred Stock	N/A		$ 2,405,008	$ 2,818,663	N/A		$ 2,405,008	$ 2,818,663
Common Stock	N/A		4,939,133	4,026,079	N/A		4,939,133	4,026,079
Warrants—Common	N/A		32,832	175,424	N/A		32,832	175,424
Debt Securities	N/A		23,322,518	21,562,517	N/A		25,107,841	23,722,840
Convertible Debt Securities	N/A		428,374	428,374	N/A		437,054	437,054
Total Investments	N/A		$31,127,865	$29,011,057	N/A		$32,921,868	$31,180,060

See accompanying notes

Enhanced Capital Partners, LLC

Notes to Consolidated Financial Statements (UNAUDITED)

September 30, 2020

1. Summary of Significant Accounting Policies

The following is a summary of the significant accounting policies used by Enhanced Capital Partners, LLC (ECP or the Company), in the preparation of its consolidated financial statements in accordance with accounting principles generally accepted in the United States.

Basis of Presentation and Description of Business

The Company's primary business objective is to participate in certified capital company premium tax credit programs adopted by various states throughout the United States. The Company's principal investment objective is to maximize portfolio return by generating current income from debt investments and capital appreciation from equity and equity-related investments, including warrants, convertible securities, and other rights to acquire equity securities in a portfolio company. ECP's portfolio investments are debt and equity investments in small and emerging private companies through its Certified Capital Companies (CAPCOs).

A CAPCO issues qualified debt instruments to insurance company investors (Certified Investors) in exchange for cash. The gross proceeds of these debt instruments are Certified Capital, which is used to make targeted investments in qualified businesses (Investments in Qualified Businesses, as defined under the respective state statutes, or Qualified Businesses). Such investments are accounted for using the fair value method of accounting, as described in Accounting Standards Codification (ASC) 946, Financial Services – Investment Companies. Participation in each CAPCO program legally entitles the CAPCO to receive (or earn) tax credits from the state upon satisfying quantified, defined investment percentage thresholds and time requirements. In order for a CAPCO to maintain its state-issued certifications, the CAPCO must make Investments in Qualified Businesses in accordance with these requirements. These state requirements are mirrored in the limitations agreed to by each CAPCO in its written contractual agreements with its Certified Investors and limit the activities of the CAPCO to conducting the business of a CAPCO.

The CAPCOs can satisfy the interest and principal payments on the notes by delivering premium tax credits and cash payments from Payment Undertaking Contracts. The CAPCOs have the legal right to deliver the premium tax credits to the Certified Investors. The Certified Investors legally have the right to receive and use the premium tax credits and would, in turn, use these premium tax credits to reduce their respective state tax liabilities in an amount normally equal to 100% of their certified investment. The premium tax credits can be utilized over a fixed time period, at a fixed rate and, in some instances, the premium tax credits are transferable and can be carried forward. The premium tax credits, plus the Payment Undertaking Contracts and accumulated interest thereon, are designed to satisfy in full both the principal amount and accumulated interest on the notes payable.

1. Summary of Significant Accounting Policies (continued)

The following is a summary of each CAPCO, its state of certification, and date of certification:

CAPCO	State of Certification	Date of Certification
Enhanced Louisiana Issuer, LLC	Louisiana	December 15, 1997
Enhanced Louisiana Capital II, LLC	Louisiana	September 27, 2002
Enhanced Louisiana Capital III, LLC	Louisiana	June 17, 2003
Enhanced New York Issuer, LLC	New York	November 27, 2000
Enhanced Capital New York Fund II, LLC	New York	November 26, 2004
Enhanced Capital New York Fund III, LLC	New York	September 26, 2005
Enhanced Colorado Issuer, LLC	Colorado	February 20, 2002
Enhanced Alabama Issuer, LLC	Alabama	November 6, 2003
Enhanced Capital Alabama Fund II, LLC	Alabama	February 27, 2008
Enhanced Capital District Fund, LLC	District of Columbia	September 13, 2004
Enhanced Capital Texas Fund, LP	Texas	April 8, 2005
Enhanced Capital Texas Fund II, LLC	Texas	November 18, 2007
Enhanced Capital Connecticut Fund I, LLC	Connecticut	January 25, 2011
Enhanced Capital Connecticut Fund II, LLC	Connecticut	January 27, 2011
Enhanced Capital Connecticut Fund III, LLC	Connecticut	November 22, 2011
Enhanced Capital Connecticut Fund IV, LLC	Connecticut	December 9, 2013
Enhanced Capital Connecticut Fund V, LLC	Connecticut	November 6, 2015
Enhanced Capital Wyoming Fund, LLC	Wyoming	August 13, 2012
Enhanced Capital Mississippi Fund, LLC	Mississippi	January 16, 2013
Enhanced Capital Mississippi Fund II, LLC	Mississippi	January 9, 2019

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. Intercompany accounts and transactions are eliminated in consolidation.

The Company employs the equity method of accounting for investments in business entities when it can exercise significant influence over the operating and financial policies of the entities. The cost method is used when the Company does not have the ability to exert significant influence.

Regulatory Matters

The CAPCOs are licensed under the various applicable state statutes and are subject to regulation by a state governmental agency. The applicable state agency implements various regulations and determines the CAPCO's compliance with the regulations. These regulations require, among other things, that the Company invest a percentage of each Certified Capital pool at required minimum levels by a certain date after such capital is certified. See Revenue Recognition below for further discussion.

The CAPCO will recognize earnings from premium tax credits as it meets the qualified investment benchmarks, as discussed below, which are determined by the applicable state rules and regulations that govern the CAPCO

1. Summary of Significant Accounting Policies (continued)

program. Upon investing 100% of the Certified Capital, as determined by the applicable state rules and regulations governing the CAPCO program, the CAPCO can apply for voluntary decertification, which will then allow the CAPCO to make distributions to its parent and other affiliated entities. Until either the end of the program, or voluntary decertification, the CAPCO is not permitted to make distributions, other than qualified distributions, to its parent and other affiliated entities under the provisions of the applicable state regulations.

The Company has completed 20 CAPCO transactions in 8 states and the District of Columbia, and as a result, purchasers have invested Certified Capital in the CAPCOs, purchased notes payable issued by the CAPCOs, and the CAPCOs have earned premium tax credits pursuant to applicable state CAPCO programs. An insurance company that invests in a CAPCO during the certification year may be entitled to premium tax credits of generally 100% of its investment, which may be available to offset premium tax liabilities, subject to specific state requirements, over a defined period of years.

As previously discussed, a CAPCO is required to make Investments in Qualified Businesses under a qualified investment schedule, as defined, in order to remain certified as a CAPCO. If the Company does not make such qualified investments within the statutorily provided time frame, the CAPCO is subject to involuntary decertification and revocation, as defined in the respective CAPCO agreements, of its certificate and, accordingly, the Certified Investor could be subject to forfeiture or recapture of its previously granted state tax credits. This risk has been insured under premium tax credit insurance policies described in the Prepaid Expenses section of Note 1. Generally, a CAPCO must invest at least 50% of its Certified Capital in Qualified Businesses within five years after the certification date.

The CAPCOs believe they are in compliance with the various applicable state statutes as of September 30, 2020, including the investment time limits provided for in the applicable statute. See the table in Revenue Recognition below.

Revenue Recognition

Interest income earned by the Company is recognized on the accrual basis of accounting. Dividend income earned by the Company from equity investments is recognized when declared by portfolio companies.

Interest income on loans is generally accrued on the principal balance outstanding. The accrual of interest income on loans is discontinued when the receipt of principal and interest on a timely basis becomes doubtful. In such cases, interest is recognized at the time of receipt. A reserve for possible losses on interest receivable is maintained when appropriate.

The cost of each specific security is used to determine gains or losses on sales of securities. Such gains or losses are reported as a component of realized gains (losses). Purchases and sales of investments are recorded on a trade-date basis.

Other fee income consists primarily of management fee income with a related party which is recognized over the service period, provided collection is probable (see Note 7).

Income from premium tax credits is recognized as the Company fulfills its statutory minimum investment thresholds, causing the premium tax credits to become non-recapturable, as discussed below. Following an

1. Summary of Significant Accounting Policies (continued)

application process, the state will notify a company that it has been certified as a CAPCO. The state then allocates an aggregate dollar amount of premium tax credits to the CAPCO. However, such amount is neither recognized as income nor otherwise recorded in the financial statements because it has yet to be earned by the CAPCO. The CAPCO is legally entitled to earn premium tax credits upon satisfying defined investment percentage thresholds within specified time requirements and corresponding non-recapture percentages as defined by the state statutes. As the CAPCO meets these requirements, it avoids grounds under the state statutes for its disqualification from continued participation in the CAPCO program. Disqualification, or "involuntary decertification," of a CAPCO results in a recapture of all or a portion of the allocated premium tax credits; however, the proportion of the recapture is reduced over time as the CAPCO remains in general compliance with the program rules and meets the progressively increasing investment benchmarks. As the CAPCO progresses its investments in Qualified Businesses and, accordingly, places an increasing proportion of the premium tax credits beyond recapture, it earns an amount equal to the non-recapturable premium tax credits and records such amount as income, with a corresponding asset called "earned premium tax credits" in the balance sheet. The amount of premium tax credits earned is recognized at its present value of the percentage of the total amount of premium tax credits allocated to the CAPCO multiplied by the percentage of the premium tax credits immune from recapture (the earned income percentage) under the state statute.

Once the Company reaches the investment benchmarks or receives notice from the state that the benchmark has been met, the state generally cannot recapture a percentage of the premium tax credits, as discussed earlier. The following table depicts the recapture percentages for the premium tax credits and the point at which revenue from premium tax credits will be recognized (Earned Income Percentage).

CAPCO	Investment Benchmark Date	Qualified Investments Benchmarks	Recapture Percentage	Earned Income Percentage	Benchmark Achieved
Enhanced Louisiana Issuer, LLC	10/18/2005	After 50%	0.00%	100.00%	X
Enhanced Louisiana Capital II, LLC	10/17/2007	After 50%	0.00%	100.00%	X
Enhanced Louisiana Capital III, LLC	10/16/2008	After 50%	0.00%	100.00%	X
Enhanced New York Issuer, LLC	12/27/2004	After 50%	0.00%	100.00%	X
Enhanced Colorado Issuer, LLC	4/22/2007	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Alabama Issuer, LLC	2/4/2009	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital District Fund, LLC	11/18/2009	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital New York Fund II, LLC	12/10/2008	After 50%	0.00%	100.00%	X
Enhanced Capital New York Fund III, LLC	11/18/2009	After 50%	0.00%	100.00%	X

1. Summary of Significant Accounting Policies (continued)

CAPCO	Investment Benchmark Date	Qualified Investments Benchmarks	Recapture Percentage	Earned Income Percentage	Benchmark Achieved
Enhanced Capital Texas Fund, LP	6/20/2010	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital Texas Fund II, LLC	1/25/2013	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital Alabama Fund II, LLC	4/15/2013	After 50% and after 5 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund I, LLC	1/25/2015	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund II, LLC	1/27/2015	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund III, LLC	11/22/2015	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Wyoming Fund, LLC	8/13/2016	After 50%	0.00%	100.00%	X
Enhanced Capital Mississippi Fund, LLC	1/24/2017	After 50%	0.00%	100.00%	X
Enhanced Capital Connecticut Fund IV, LLC	12/12/2017	After 60% and after 4 years	0.00%	100.00%	X
Enhanced Capital Connecticut Fund V, LLC	11/6/2021	After 60% and after 6 years	0.00%	100.00%	X
Enhanced Capital Mississippi Fund II, LLC	1/22/2023	After 50%	0.00%	100.00%	X

1. Summary of Significant Accounting Policies (continued)

Once a CAPCO has achieved the 100% investment milestone it can become voluntarily decertified by the state regulatory agency. Once voluntarily decertified, the CAPCO has the authority to make profit distributions at its own discretion. The following table depicts the CAPCOs that have become voluntarily decertified as of September 30, 2020.

CAPCO	Date
Enhanced Louisiana Issuer, LLC	February 11, 2004
Enhanced Capital New York Fund II, LLC	February 28, 2011
Enhanced Capital Texas Fund, LP	December 4, 2012
Enhanced Capital Texas Fund II, LLC	December 4, 2012
Enhanced Louisiana Capital II, LLC	November 7, 2012
Enhanced Capital New York Fund III, LLC	July 8, 2013
Enhanced Louisiana Capital III, LLC	October 14, 2013
Enhanced Alabama Issuer, LLC	June 19, 2014
Enhanced New York Issuer, LLC	November 23, 2015
Enhanced Capital Connecticut Fund II, LLC	December 23, 2015
Enhanced Capital Connecticut Fund III, LLC	December 23, 2015
Enhanced Capital Connecticut Fund I, LLC	January 29, 2016
Enhanced Capital Connecticut Fund IV, LLC	March 25, 2016
Enhanced Capital Alabama Fund II, LLC	March 9, 2017
Enhanced Capital Connecticut Fund V, LLC	July 10, 2019
Enhanced Capital Wyoming Fund, LLC	December 13, 2019
Enhanced Capital Mississippi Fund, LLC	October 13, 2020

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* (ASC 820), establishes a hierarchy that prioritizes inputs to valuation techniques used to measure fair value and requires companies to disclose the fair value of their financial instruments according to a fair value hierarchy (i.e., Level 1, 2, and 3 inputs, as defined). The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. Additionally, companies are required to provide enhanced disclosure regarding instruments in the Level 3 category (which use inputs to the valuation techniques that are unobservable and require significant management judgment), including a reconciliation of the beginning and ending balances separately for each major category of assets and liabilities.

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

Level 1 Inputs – Quoted prices (unadjusted) in active markets for identical assets or liabilities at the reporting date. Level 1 assets include listed mutual funds, equities, and certain debt securities.

Level 2 Inputs – Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities that are not active; and inputs other than quoted market prices that are observable, such as models or other valuation methodologies.

1. Summary of Significant Accounting Policies (continued)

Level 3 Inputs – Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgment or estimation. Assets included in this category generally include direct private equity investments, general and limited partnership interests in private equity funds, and funds of funds.

The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and the consideration of factors specific to the financial instrument.

Investments

The Company records its investments at fair value, as determined by management. Such values are generally considered to be the amount that the Company might reasonably expect to receive for its investments if negotiations for sale were entered into on the valuation date. Valuation as of any particular date, however, is not necessarily indicative of an amount that the Company may ultimately realize as a result of a future sale or other disposition of the investment. The estimated fair value is determined by taking into consideration the cost of the investments; internal or third-party valuation models; the price at which unaffiliated investors have purchased the same or similar securities; developments concerning the company to which such investments relate subsequent to the acquisition of such investments; the financial condition and cash flow projections of the underlying company; price/earnings ratios; cash flow multiples, equity/sales ratios, or other appropriate financial measures of publicly traded companies within the same industry; and other such relevant factors. Changes to the fair values of investments are recognized in income.

Equity investments, other than common stock, have various liquidity features with the underlying financial instrument. These features typically include cumulative and noncumulative dividends, detachable warrants, and redeemable and convertible options. In most instances, the Company has voting representation on the investee's board of directors.

Debt investments can include senior and mezzanine loans, which are loans that are usually subordinate to senior debt, may have some equity features, and generally reflect a level of risk moderately higher than traditional bank financing or senior debt with entities that have a higher risk profile.

There were no individual investments greater than 10% of the fair value of the Company's portfolio. Income, consisting of interest, dividends, fees, other investment income, and realization of gains or losses on equity interests, can fluctuate dramatically upon repayment of an investment or sale of an equity interest and in any given year can be highly concentrated among several investees. The Company's investments carry a number of risks including, but not limited to: (1) investing in companies which have a limited operating history and financial resources; (2) investing in senior subordinated debt which ranks equal to or lower than debt held by other investors; and (3) holding investments that are not publicly traded. The Company evaluates the credit risk of its investees at the time of the investment and on a consistent basis going forward. The Company generally requires collateral for its investments. The maximum amount of loss due to credit risk of the Company is the fair value of its investments, which has been recognized in the accompanying consolidated financial statements. There may also be risk associated with the concentration of investments in certain geographic regions or in certain industries.

1. Summary of Significant Accounting Policies (continued)

Income Taxes

No provision is made in the consolidated financial statements for federal income taxes because ECP's results of operations are allocated directly to its members. ECP is subject to state and local income taxes in certain state and local jurisdictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the Company to report information regarding its exposure to various tax positions taken by the Company. The Company has determined whether any tax positions have met the recognition threshold and has measured the Company's exposure to those tax positions. Management believes that the Company has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Any interest or penalties assessed to the Company are recorded in operating expenses. No interest or penalties from any taxing authorities were recorded in the accompanying consolidated financial statements. Federal, state, and local taxing authorities generally have the right to examine and audit the previous three years of tax returns filed.

Cash and Cash Equivalents

The Company considers unrestricted cash in banks and investments with original maturities of 90 days or less to be cash and cash equivalents.

Restricted Cash

The Company has cash on deposit with BH Finance, LLC for the future investment in qualified investments as required by the CAPCO transaction agreements. The cash may be drawn for investment in qualified investments only. At September 30, 2020 and December 31, 2019, the Company had $0 and $4,602,168, respectively, on deposit with BH Finance, LLC for the future investment in qualified investments as required by the CAPCO transaction agreements.

The Company also holds cash on deposit for the purpose of fulfilling minimum cash requirements with BH Finance, LLC. At September 30, 2020 and December 31, 2019, the company had $0 and $190,567, respectively, on deposit for minimum cash requirements.

Prepaid Expenses

As of September 30, 2020, the Company had purchased 20 premium tax credit insurance policies related to the note purchase agreements, one of which was still in place. The insurance policies insure the availability of premium tax credits to the noteholders. Premiums under the policy cease once the premium tax credits are immune from recapture. The Company amortizes the initial insurance premiums using the greater of the percentage of the qualified investments made to the total amount required or the straight-line method over the life of the notes. Subsequent premiums are amortized using the straight-line method until the time of the next premium, which is typically every six months. Amortization expense was $126,137 and $191,224 for the periods ended September 30, 2020 and 2019, respectively.

1. Summary of Significant Accounting Policies (continued)

Debt Issuance Costs

The Company amortizes debt issuance costs over the life of the associated notes using the effective interest method. During the periods ended September 30, 2020 and 2019, the Company recorded $217,208 and $380,122, respectively, in amortization expense. This amount is classified as interest expense in the accompanying statements of operations.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expense during the reporting period. The most significant estimate for the Company is with respect to valuation of investments. Actual results could differ from those estimates.

Recently Adopted Accounting Standards

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers (Topic 606), which requires a company to recognize revenue when the company transfers control of promised goods and services to the customer. Revenue is recognized in an amount that reflects the consideration a company expects to receive in exchange for those goods or services. The Company adopted Topic 606 using the modified retrospective approach on January 1, 2019, which did not result in a change in the Company's measurement or recognition of revenues.

2. Fair Value Disclosures

Level 3 assets primarily consist of direct private company investments in debt and equity securities of portfolio companies. Changes in Level 3 assets measured at fair value on a recurring basis were as follows:

	Investments
Balance at December 31, 2018	$ 41,269,838
Purchases of investments	9,880,320
Proceeds from sales and repayments of investments	(20,074,377)
Realized gain on investments	9,413
Unrealized gain on investments	94,866
Balance at December 31, 2019	31,180,060
Purchases of investments	**4,950,000**
Proceeds from sales and repayments of investments	**(6,744,003)**
Realized gain on investments	**—**
Unrealized loss on investments	**(375,000)**
Balance at September 30, 2020	**$ 29,011,057**

2. Fair Value Disclosures (continued)

All realized and unrealized gains and losses on investments are included in earnings and are reported in net realized loss on investments and in net change in unrealized loss on investments, respectively, in the statement of operations.

The Company's policy is to recognize transfers in and transfers out as of the actual date of the event or change in circumstances that caused the transfer.

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level 3 of the fair value hierarchy as of September 30, 2020.

	Fair Value at September 30 2020	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	$ **9,604,592**	Discounted cash flows	Discount rate	0.0%–15.2%	3.4%
			ROI multiple	1.0x	1.0x
	12,386,299	Transaction price	N/A	N/A	N/A
Equity securities	**6,629,458**	Enterprise value	Revenue multiple	1.3x–2.9x	1.6x
		waterfall	EBITDA multiple	9.4x–11.9x	10.3x
	390,708	Transaction price	N/A	N/A	N/A

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level 3 of the fair value hierarchy as of December 31, 2019.

	Fair Value at December 31 2019	Valuation Technique	Unobservable Inputs	Ranges	Weighted Average
Debt securities	$ **9,229,592**	Discounted cash flows	Discount rate	0.0%–15.2%	3.4%
			ROI multiple	1.0x	1.0x
	14,780,301	Transaction price	N/A	N/A	N/A
Equity securities	**6,779,459**	Enterprise value	Revenue multiple	1.3x–2.9x	1.6x
		waterfall	EBITDA multiple	9.4x–11.9x	10.3x
	390,708	Transaction price	N/A	N/A	N/A

The significant unobservable inputs used in the measurement of debt and equity securities include discount rates, exit multiples, revenue multiples, EBITDA multiples, and compound annual growth rates (CAGR). Increases (decreases) in discount rates in isolation can result in a lower (higher) fair value measurement. Increases (decreases) in any of the exit multiples, revenue multiples, EBITDA multiples, and compound annual growth rates in isolation can result in a higher (lower) fair value measurement. Due to their short term nature, the fair value of debt securities is assumed to approximate cost (less repayment of principal) unless there is a significant change in the risk free rate, or deterioration of the credit worthiness of the underlying investee is observed, at which time a discounted cash flow analysis is performed.

3. Payment Undertaking Contracts

In connection with the CAPCO transactions described in Note 1, the Company entered into interest-earning Payment Undertaking Contracts with BH Finance, LLC, in which BH Finance, LLC has agreed to make payments to the trustee on behalf of the holders of the notes described in Note 5, which will be sufficient to permit the trustee to pay the cash payment obligations on behalf of the Company on the dates on which the obligations are due. These agreements and deposits do not release the Company as obligor under the note agreements. At September 30, 2020 and December 31, 2019, the Company had $2,231,146 and $3,104,537, respectively, deposited with BH Finance, LLC to meet these obligations.

In connection with the Wyoming CAPCO transaction described in Note 1, the Company entered into an interest-earning Long Term Investment Contract with Vulcan Enhancement, LLC, in which Vulcan Enhancement, LLC has received a cash management deposit that upon the final maturity, will offset against the Wyoming CAPCO notes payable when the obligation is due. The Long-Term Investment Contract bears interest at 0.20% until February 13, 2013 and 2.50% after February 13, 2013, through maturity. These agreements and deposits do not release the Company as obligor under the note agreements. At September 30, 2020 and December 31, 2019, the Company had $14,935,667 and $14,663,102, respectively, deposited with Vulcan Enhancement, LLC to meet this obligation. These amounts are classified as payment undertaking contracts in the accompanying consolidated balance sheets.

4. Credit Facility

The Company had a $4,000,000 revolving line of credit with a national financial institution. The credit line bears interest at a floating rate of either LIBOR plus 4% or prime plus 1.5% at the option of the Company The credit line includes an unused commitment fee of 0.375%. The revolver facility was terminated on June 28, 2019.

5. CAPCO Notes Payable

The Company's CAPCOs have unsecured notes payable to various insurance company lenders that were issued in connection with the CAPCOs obtaining certified premium tax credits in the applicable states. Principal and interest on the non-Wyoming notes are to be repaid through a combination of cash repayments funded from the Payment Undertaking Contracts and through expected premium tax credit usage by the holders of the notes. Principal and interest on the Company's Wyoming CAPCO unsecured notes payable is to be repaid through a combination of the sales proceeds from the monetization of Wyoming tax credits and through the offset of the Long-Term Investment Contract as discussed in Note 3.

	2020	2019
Enhanced Capital Connecticut Fund I, LLC	**$ 868,275**	$ 4,242,071
Enhanced Capital Connecticut Fund II, LLC	**353,434**	1,725,739
Enhanced Capital Connecticut Fund III, LLC	**1,217,942**	5,950,417
Enhanced Capital Wyoming Fund, LLC	**20,881,683**	22,891,210
Enhanced Capital Mississippi Fund, LLC	**—**	693,680
Enhanced Capital Connecticut Fund IV, LLC	**3,983,868**	5,300,260
Enhanced Capital Connecticut Fund V, LLC	**31,983,984**	33,105,915
Enhanced Capital Mississippi Fund II, LLC	**9,297,111**	9,465,562
Total CAPCO notes payable, gross	**$ 68,586,297**	$ 83,374,854
Debt issuance costs	**(367,714)**	(490,124)
Total CAPCO notes payable, net of debt issuance costs	**$ 68,218,583**	$ 82,884,730

Principal maturities on the outstanding CAPCO notes are as follows:

	Total
2020	$ 2,918,219
2021	9,092,662
2022	10,432,000
2023	8,774,335
2024	9,016,983
2025	5,600,258
Thereafter	22,751,840
	$ 68,586,297

6. ECG Note Payable

On December 23, 2013, ECP issued a note payable to Enhanced Capital Group (ECG), an affiliate of the Company, with a face amount of $77,114,529 in order to refinance existing indebtedness (the Note). The Note was recorded at its fair value of $40,560,971 since the Note carries a below market interest rate. The difference between the estimated fair value and stated value resulted in a discount being recorded in the aggregate amount of $36,553,558. The discount will be amortized over the remaining life of the Notes using the effective-interest amortization method. For the periods ended September 30, 2020 and 2019, $3,063,384 and $4,183,504,

6. ECG Note Payable (continued)

respectively, of discount amortization was recorded to interest expense in the accompanying consolidated statements of operations. As of September 30, 2020 and December 31, 2019, the unamortized discount of $5,115,467 and $8,178,851, respectively were included as an offset to ECG note payable in the accompanying consolidated balance sheets. As of September 30, 2020 and December 31, 2019, the unamortized portion of debt issuance costs of $157,998 and $252,797, respectively, is included as an offset to the ECG Note Payable in the accompanying consolidated balance sheets.

The Note accrues interest at the rate of 1.65% per annum through December 23, 2019, and Prime plus 2.0% from December 23, 2019 through December 23, 2021. The Note matures on December 23, 2021. Interest is due and payable annually, commencing on December 23, 2014. If interest is not paid when due, it accrues until it is paid. Principal is due at maturity but can be prepaid without penalty. Principal outstanding on the Note at September 30, 2020 and December 31, 2019 was $49,132,326 and $50,599,342, respectively. Accrued interest on the Note at September 30, 2020 and December 31, 2019 was $2,698,444 and $4,843,745, respectively.

7. Related Party and Investments in Unconsolidated Subsidiaries

In August 2009, the Company formed a partnership, Council & Enhanced Tennessee Fund, LLC (C&E), with another investment firm for the purpose of applying and participating in the Tennessee Small Business Investment Company Credit Act (The Act). The Act was enacted to provide investment capital in the form of equity and debt financing to qualified businesses headquartered in the state of Tennessee. The Company has a 50% ownership interest in C&E. For the periods ended September 30, 2020 and 2019, the Company recognized $35,506 and $39,431 of management fee income, respectively.

In December 2009, C&E was approved by the Tennessee Department of Economic and Community Development (TDECD) to be a qualified Tennessee small business investment company (TN Investco). C&E was awarded a $20 million investment allocation in premium insurance tax credits, the proceeds of which will be used to invest in qualifying small businesses headquartered within the state of Tennessee.

As of September 30, 2020 and December 31, 2019, the Company had made cumulative contributions of $257,500 to C&E and received cumulative distributions of $2,636,833, respectively from C&E. The Company accounts for its investment in C&E using the equity method of accounting and, thus, has recorded its share of loss in the amount of $0 and $28,640 for the periods ended September 30, 2020 and 2019, respectively. ECP's investment in C&E was $1,244,385 and $1,244,385 as of September 30, 2020 and December 31, 2019, respectively**.**

The Company has a 2% ownership interest in Enhanced Small Business Investment Company, LP ("ESBIC"). As of September 30, 2020 and December 31, 2019, the Company has made cumulative capital contributions of $943,300 to ESBIC and received cumulative distributions of $452,747, respectively from ESBIC. The Company accounts for its investment in ESBIC using the equity method of accounting and, thus, has recorded its share of loss in the amount of $89,865 and $26,559 for the periods ended September 30, 2020 and 2019, respectively. ECP's investment in ESBIC was $786,240 and $876,105 as of September 30, 2020 and December 31, 2019, respectively.

On December 23, 2013, the Company entered into an Administrative Services Agreement with Enhanced Capital Holdings, Inc., its parent company, to provide personnel and resources for the Company to operate its business units. The Company recognized $5,319,850 and $6,625,348 of administrative support expense under this

7. Related Party and Investments in Unconsolidated Subsidiaries (continued)

arrangement for the periods ended September 30, 2020 and 2019, respectively. The Company also entered into an Administrative Services Agreement with ECG to provide personnel and resources in order for ECG to operate its business units. The Company recognized $4,533,051 and $4,646,777 of administrative support fee income under this arrangement for the periods ended September 30, 2020 and 2019, respectively.

8. Leases

The Company leases office space under various noncancelable leases. Future minimum lease payments at September 30, 2020, are as follows:

2021	$ 47,350
2022	—
2023	—
2024	—
2025	—
Thereafter	—
Total	$ 47,350

Rent expense for leases with escalation clauses is recognized straight-line over the lease term. For the period ended September 30, 2020, the Company incurred rent expense of $50,334 of which $10,886 was paid by ECG through the Administrative Services agreement and $39,448 was expensed by the Company.

9. Commitments and Contingencies

The Company has pledged its Alabama II, Connecticut, and Mississippi I CAPCOs' assets to National Fire & Marine Insurance Company (NFM) and The Bank of New York, as trustee, and its Mississippi II CAPCO's assets to National Fire & Marine Insurance Company (NFM) and The US Bank, as trustee, in the event the Company defaults under the various CAPCO Transaction Agreements for the applicable state.

The Company has pledged its New York III CAPCO's assets to National Indemnity Company (NIC) and The Bank of New York, as trustee, in the event the Company defaults under the various CAPCO Transaction Agreements for the applicable state.

The Company has pledged assets of the Wyoming CAPCO to Vulcan Enhancement, LLC, in the event the Company defaults under the Wyoming Small Business Investment Credit (SBIC) Transaction Agreement.

NFM and NIC (collectively "Insurers"), in addition to receiving periodic insurance premiums from the CAPCOs related to the premium tax credit insurance policies as defined in Note 1, are entitled to receive, as additional consideration for providing the tax credit insurance policy, a payment equal to 22.5% of equity distributions made by the CAPCOs to the Company. Equity distributions can only be made under the terms of the rules and regulations governing the CAPCO after the CAPCO is "voluntarily decertified" by the applicable state. Equity distributions do not include distributions made, or to be made, to pay a tax liability related to ownership of the CAPCO, or the return of the original capital contributed to the CAPCO relating to its formation.

9. Commitments and Contingencies (continued)

The Company determines the fair value of the 22.5% equity distributions using current fair values for certain assets and liabilities, and also using projected discounted cash flows. As of September 30, 2020 and December 31, 2019, the amounts, recorded for the accrued supplemental insurance were $4,043,481 and $4,537,819, respectively.

Vulcan Enhancement, LLC, may be entitled to receive, as additional consideration for providing the guarantee of availability of Wyoming premium tax credits, a portion of equity distributions made from the Wyoming SBIC, as defined by the SBIC Transaction Agreement. No amount was accrued for as of September 30, 2020 and December 31, 2019.

Pursuant to Louisiana R.S. 51:1927.1(C) of the Statute, if Enhanced Louisiana Capital II, LLC and Enhanced Louisiana Capital III, LLC do not fund 40% in qualified investments within three years, 60% by five years, and 100% by seven years to LEDF, then the Company shall remit 25% of all distributions, other than tax distributions and management fees, until the LEDF shall have received an amount equal to the amount of tax credit quoted for the pool. Thereafter, these CAPCOs shall remit 10% of such excess distributions. During 2009, the Statute was amended whereby if the Company did not invest 100% by seven years it could invest 110% of Certified Capital by the eighth anniversary date. Enhanced Louisiana Capital II, LLC and Enhanced Louisiana Capital III, LLC did not achieve the 100% state profits milestone and, as such, are subject to remitting 25% of all distributions other than tax distributions to the LEDF. As of September 30, 2020 and December 31, 2019, the amount recorded for accrued state profits interest related to this provision of the Statute was $0 and $12,633, respectively.

Pursuant to Alabama Section 281-2-1.10, following the voluntary decertification of Enhanced Alabama Issuer, LLC and Enhanced Capital Alabama Fund II, LLC, the state shall receive a 10% share of any distributions other than qualified distributions, payments with respect to indebtedness to the noteholders, and the return of initial equity contributions and any other equity contributions to the Company. As of September 30, 2020 and December 31, 2019, the amount recorded for the accrued state profits was $119,125 and $120,205, respectively.

Pursuant to a Memorandum of Understanding in reference to the Mississippi Small Business Company Investment Act, Section 57-115-5, following the voluntary decertification of the CAPCO fund, the state of Mississippi shall receive a 20% share of any distributions other than qualified distributions, payments with respect to indebtedness from the Company to its noteholders, and the return of its initial equity contribution and any other equity contributions from the Company to its member. As of September 30, 2020 and December 31, 2019, the amount recorded for the accrued state profits interest was $589,014 and $618,757, respectively.

Pursuant to Wyoming state statute Title 9, Chapter 12, Article 13, following the voluntary decertification of the SBIC, 10% of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, tax distributions, and the return of any equity capital invested in the SBIC that is not Designated Capital, shall be paid to the state of Wyoming. If, more than 10 years after the allocation date, the SBIC has failed to invest 100% of its Designated Capital in qualified investments, then 25% of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, and the return of any equity capital invested in the SBIC that is not Designated Capital, shall be paid to the state of Wyoming. As of September 30, 2020 and December 31, 2019, the amount recorded for the accrued state profits interest was $274,979 and $264,628, respectively.

9. Commitments and Contingencies (continued)

Pursuant to the Connecticut Public Act 10-75, Section 14(8), following the voluntary decertification of the Insurance Reinvestment Fund (IRF), if less than 80% but more than 60% of the jobs set forth in the Connecticut IRFs' business plan are created or retained, then 10% of the Connecticut IRFs' distributions, excluding qualified distributions, payments with respect to indebtedness from the Connecticut IRFs to their noteholders, and the return of any equity capital invested in the IRF that is not Eligible Capital, shall be paid to the state of Connecticut. If 60% or fewer of the jobs set forth in the business plan are created or retained, then 20% of the Connecticut IRFs' distributions, excluding qualified distributions, payments with respect to indebtedness from the Connecticut IRFs to their noteholders, and the return of any equity capital invested in the IRF that is not Eligible Capital, shall be paid to the State of Connecticut. No amount was accrued for as of September 30, 2020 and December 31, 2019.

Pursuant to the Section 57 of the Mississippi Code of 1972, following the voluntary decertification of the SBIC, if the jobs creation and retention goals agreed to by the Mississippi Development Authority (MDA) and the SBIC are not met, the percentage of the cumulative management fees paid by the SBIC shall be due to the MDA in an amount equal to the percent by which the jobs goal is not met. This penalty will be paid out of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, and the return of any equity capital invested in the SBIC that is not Designated Capital. No amount was accrued for as of September 30, 2020 and December 31, 2019.

Pursuant to the various CAPCO regulations for New York, Colorado, and the District of Columbia, following the voluntary decertification of a CAPCO, the Company's CAPCO subsidiaries shall remit to the applicable state regulatory agency all distributions (ranging from 10%–15%), excluding qualified distributions, in excess of the amount required to produce an annual internal rate of return ranging from 10%–15% or higher on the Certified Capital, together with the initial equity capital of the CAPCOs. These distributions exclude tax liability distributions to the equity holders and management fees paid to the Company during the time Certified Capital is outstanding. No amount was accrued for as of September 30, 2020 and December 31, 2019.

Pursuant to a Memorandum of Understanding in reference to the Mississippi Small Business Company Investment Act, following the voluntary decertification of the Mississippi II SBIC fund, the state of Mississippi shall receive a 10% share of distributions, excluding qualified distributions, payments with respect to indebtedness from the SBIC to its noteholders, the return of its initial equity contribution relating to the formation of the SBIC, and the return of any other equity contributions invested in the SBIC that is not Designated Capital. As of September 30, 2020 and December 31, 2019, the amount recorded for the accrued state profits interest was $273,950 and $0, respectively.

In addition, the Company entered into certain agreements with fund managers whereby the fund managers will receive a profits interest in each qualified investment based on the total realized gain. As of September 30, 2020 and December 31, 2019, the amount accrued for fund manager profits interest was $1,840,918 and $2,581,769, respectively.

10. Subsequent Events

The Company has evaluated subsequent events through October 20, 2020, the date these consolidated financial statements were available to be issued.

10. Subsequent Events (continued)

During March 2020, the spread of COVID-19 throughout the country resulted in a national and global pandemic, including the temporary shutdown of many small businesses throughout the country. The Company is currently assessing the impact COVID-19 may have on its existing investment portfolio, however, the overall impact is not yet known at this time.

11. Financial Highlights

The Company is presenting the following disclosures for nonregistered investment companies as required by ASC 946. Such results may not be indicative of future performance of the Company. The ratios presented are calculated for member's deficit as a whole.

	Period Ended September 30, 2020	Year Ended December 31, 2019
Total Return[a]	220%	(832%)
Ratios to average member's deficit:[b]		
Net investment (loss) income	(c)	(c)
Operating expenses	(c)	(c)

(a) The total return is computed based on the change in value during the period of a theoretical investment made at the beginning of the period. The change in value of a theoretical investment is measured by comparing the Company's aggregate ending value with the aggregate beginning value, adjusted for cash flows related to capital contributions or withdrawals during the period. There were no incentive allocations for the Company for the Period ended September 30, 2020 and Year ended December 31, 2019.

(b) Ratios are computed on the weighted-average member's deficit of the Company for the Period ended September 30, 2020 and Year ended December 31, 2019. Net investment (loss) income, as defined, excludes realized and unrealized losses.

(c) Ratios are not meaningful due to the Member's deficit as of September 30, 2020 and December 31, 2019.

shares

CLASS A COMMON STOCK

Prospectus

Morgan Stanley

, 2021

Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligations to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuances and Distribution.

The following table sets forth the expenses payable by the Registrant in connection with the issuance and distribution of the Class A common stock being registered hereby. All of such expenses are estimates, other than the filing and listing fees payable to the Securities and Exchange Commission, the New York Stock Exchange and the Financial Industry Regulatory Authority, Inc.

Filing Fee—Securities and Exchange Commission	$
Listing Fee—NYSE	
Fee—Financial Industry Regulatory Authority, Inc.	
Fees and Expenses of Counsel	
Printing Expenses	
Fees and Expenses of Accountants	
Transfer Agent Fees and Expenses	
Miscellaneous Expenses	
Total	$

Item 14. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of a corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of being or having been in any such capacity, if he acted in good faith in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action, or proceeding, had no reasonable cause to believe his conduct was unlawful, except that with respect to an action brought by or in the right of the corporation such indemnification is limited to expenses (including attorneys' fees). Our amended and restated certificate of incorporation provides that we must indemnify our directors and officers to the fullest extent permitted by Delaware law. Prior to the completion of this offering, we intend to enter into indemnification agreements with each of our directors and officers that may, in some cases, be broader than the specific indemnification provisions contained under Delaware law.

Section 102(b)(7) of the DGCL enables a corporation, in its certificate of incorporation or an amendment thereto, to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for violations of the director's fiduciary duty, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit. Our amended and restated certificate of incorporation will provide for such limitations on liability for our directors.

We currently maintain liability insurance for our directors and officers. In connection with this offering, we will obtain additional liability insurance for our directors and officers. Such insurance would be available to our directors and officers in accordance with its terms.

Reference is made to the form of underwriting agreement to be filed as Exhibit 1.1 hereto for provisions providing that the underwriters are obligated under certain circumstances to indemnify our directors, officers and controlling persons against certain liabilities under the Securities Act of 1933, as amended.

Item 15. Recent Sales of Unregistered Securities.

Except as set forth below, in the three years preceding the filing of this registration statement, the registrant has not issued any securities that were not registered under the Securities Act.

Item 16. Exhibits and Financial Schedules.

(a) *Exhibits*. A list of exhibits filed herewith is contained in the exhibit index that immediately precedes such exhibits and is incorporated herein by reference.

(b) *Financial Statement Schedules*. All financial statement schedules are omitted because they are not applicable or the information is included in the Registrant's consolidated financial statements or related notes.

Item 17. Undertakings.

(a) The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

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

(c) The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Exhibit Index

Exhibit No.	Description of Exhibit
1.1*	Form of Underwriting Agreement
3.1*	Form of Amended and Restated Certificate of Incorporation of P10, Inc.
3.2*	Form of Amended and Restated Bylaws of P10, Inc.
5.1*	Opinion of Olshan Frome Wolosky LLP
10.1†*	P10, Inc. 2021 Equity Incentive Plan
10.2†*	Form of Restricted Stock Award Agreement under the 2021 Equity Incentive Plan
10.3†*	Form of Indemnification Agreement to be entered into between P10, Inc. and certain of its directors and officers
10.4	Sale and Purchase Agreement, dated as of January 16, 2020, by and among Five Points Capital, Inc., a North Carolina S corporation, David G. Townsend, Trustee of the David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004, Martin P. Gilmore, Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, Thomas H. Westbrook and Christopher N. Jones, David G. Townsend, P10 Intermediate Holdings LLC, a Delaware limited liability company, and P10 Holdings, Inc., a Delaware corporation, solely for purposes of Section 11.12. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
10.5	Sale and Purchase Agreement, dated as of August 24, 2020, by and among TrueBridge Capital Partners LLC, a Delaware limited liability company, TrueBridge Colonial Fund, u/a dated 11/15/2015, MAW Management Co., a Delaware corporation, Edwin Poston, solely for purposes of Sections 8.7 and 11.9, Mel A. Williams, solely for purposes of Sections 8.7 and 11.10, Poston and Williams, P10 Intermediate Holdings LLC, a Delaware limited liability company, and P10 Holdings, Inc., a Delaware corporation. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
10.6	Securities Purchase Agreement, dated as of November 19, 2020, by and among (i) P10 Intermediate Holdings LLC, a Delaware limited liability company, (ii) Enhanced Capital Group, LLC, a Delaware limited liability company and Enhanced Capital Partners, LLC, a Delaware limited liability company, (iii) the parties set forth on Schedule A (the “Sellers” and each, a “Seller”), (iv) solely for purposes of Section 6.18, the parties set forth on Schedule B, (v) solely in its capacity as the representative of the Sellers, Stone Point Capital LLC, a Delaware limited liability company, and (vi) solely for purposes of Section 5.1, Section 5.2, Section 5.3, Section 5.7, Section 5.8, Section 5.9, Section 6.20, Section 6.24 and Section 11.22, P10 Holdings, Inc., a Delaware corporation. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
10.7	Joinder and Amendment No. 1 to the Securities Purchase Agreement is made and entered into as of December 14, 2020, by and among (i) P10 Intermediate Holdings LLC, a Delaware limited liability company, (ii) Enhanced Capital Group, LLC, a Delaware limited liability company, (iii) Enhanced Capital Partners, LLC, a Delaware limited liability company, and (iv) solely for purposes of Section 1, Korengold Family Associates, LLC, a Delaware limited liability company.
10.8	Employment Agreement, dated effective as of January 1, 2021, by and between P10 Holdings, Inc. and Robert Alpert. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
10.9	Employment Agreement, dated effective as of January 1, 2021, by and between P10 Holdings, Inc. and C.Clark Webb. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.

Exhibit No.	Description of Exhibit
10.10	Employment Agreement, dated effective as of October 6, 2017, by and between RCP Advisors 3, LLC and William F. Souder.
10.11	Amendment to Employment Agreement, dated effective as of January 1, 2021, by and among P10 Holdings, Inc., RCP Advisors 3, LLC and William F. Souder.
10.12	Employment Agreement, dated effective as of October 6, 2017, by and between RCP Advisors 3, LLC and Jeff Gehl.
10.13	Amendment to Employment Agreement, dated effective as of January 1, 2021, by and among P10 Holdings, Inc., RCP Advisors 3, LLC and Jeff Gehl.
10.14	Letter Agreement re: Sale and Purchase of Five Points Capital, Inc. (Management Fees - Seller), dated January 16, 2020, by and among P10 Intermediate Holdings LLC, Five Points Capital, Inc., David G. Townsend, in his individual capacity and as Trustee of the David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004, Martin P. Gilmore in his individual capacity and as Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, Thomas H. Westbrook and Christopher N. Jones and each signatory identified as a "GP Entity" on the signature pages thereto. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
10.15	Letter Agreement re: Sale and Purchase of Five Points Capital, Inc. (Management Fees - Partners), dated January 16, 2020, by and among P10 Intermediate Holdings LLC, Five Points Capital, Inc.,Jonathan B. Blanco, S.Whitfield Edwards, Scott L. Snow and Marshall C. White. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
10.16	Letter Agreement re: Sale and Purchase of TrueBridge Capital Partners LLC, dated August 24, 2020, by and among P10 Intermediate Holdings LLC, TrueBridge Capital Partners LLC, Edwin Poston and Mel A. Williams. Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementary copies of any of the omitted schedules or exhibits upon request by the SEC.
21.1*	List of Subsidiaries
23.1*	Consent of Independent Registered Public Accounting Firm as to P10 Holdings, Inc.
23.2*	Consent of Independent Auditors as to Five Points Capital, Inc.
23.3*	Consent of Independent Auditors as to TrueBridge Capital Partners, LLC.
23.4*	Consent of Independent Auditors as to Enhanced Capital Partners, LLC.
23.5*	Consent of Independent Auditors as to Enhanced Capital Group, LLC.
23.6*	Consent of Olshan Frome Wolosky LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included in signature pages)

* To be filed by amendment.

† Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dallas, Texas, on the day of , 2021.

P10, INC.

By: _____
Name:
Title:

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-1 with the Securities and Exchange Commission, Washington, D.C. 20549, under the provisions of the Securities Act of 1933 hereby constitute and appoint Robert Alpert and Amanda Coussens, and each of them, the individual's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such Registration Statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on the day of , 2021.

Signature	Title
Robert Alpert	Co-Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)
C. Clark Webb	Co-Chief Executive Officer and Director
Amanda Coussens	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
William F. Souder	Director
Jeff P. Gehl	Director
Robert B. Stewart Jr.	Director

Exhibit 10.4

CONFIDENTIAL

SALE AND PURCHASE AGREEMENT

by and among

FIVE POINTS CAPITAL, INC.,

THE SELLERS PARTY HERETO,

DAVID G. TOWNSEND
(SOLELY IN HIS CAPACITY AS A SELLER REPRESENTATIVE),

P10 INTERMEDIATE HOLDINGS LLC,

and

P10 HOLDINGS, INC.
(SOLELY FOR PURPOSES OF SECTION 11.12)

Dated as of January 16, 2020

TABLE OF CONTENTS

INDEX TO EXHIBITS

SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT, dated as of January 16, 2020 (this "Agreement"), by and among Five Points Capital, Inc., a North Carolina S corporation (the "Company"), David G. Townsend, Trustee of the David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004, Martin P. Gilmore, Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, Thomas H. Westbrook and Christopher N. Jones (collectively, the "Sellers"), David G. Townsend (in his capacity as the Seller Representative), P10 Intermediate Holdings LLC, a Delaware limited liability company (the "Buyer"), and P10 Holdings, Inc., a Delaware corporation (the "Guarantor"), solely for purposes of Section 11.12. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Section 1.

W I T N E S S E T H:

WHEREAS, the Company is engaged in the business of providing Investment Management Services (as defined below);

WHEREAS, the Sellers collectively own all of the issued and outstanding stock of the Company (the "Company Shares");

WHEREAS, the Buyer desires to purchase the Company Shares from the Sellers, and the Sellers desire to sell the Company Shares to the Buyer, in each case upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, simultaneously herewith, each of the individuals set forth on Exhibit A is executing and delivering an employment agreement (each, an "Employment Agreement") to be effective at (and subject to the occurrence of) the Closing;

WHEREAS, simultaneously herewith, the Buyer, the Guarantor, each signatory identified as a "Partner" therein and each signatory identified as a "Managing Partner" therein are executing and delivering the Supplemental Transaction Agreement in the form attached hereto as Exhibit B (the "Supplemental Transaction Agreement");

WHEREAS, simultaneously herewith, the Buyer, the Company, the Sellers and each signatory identified as a "GP Entity" therein are executing and delivering the side letter in the form attached hereto as Exhibit C (the "Side Letter (Sellers)") to be effective at (and subject to the occurrence of) the Closing; and

WHEREAS, simultaneously herewith, the Buyer, the Company, Jonathan B. Blanco, S. Whitfield Edwards, Scott L. Snow and Marshall C. White are executing and delivering the side letter in the form attached hereto as Exhibit D (the "Side Letter (Partners)") to be effective at (and subject to the occurrence of) the Closing; and

WHEREAS, simultaneously herewith, the Buyer Principals, 210/P10 Acquisition Partners, LLC, a Texas limited liability company, Keystone Capital XXX, LLC, a Delaware limited liability company, the Sellers, the Guarantor and the Buyer are executing and delivering the Equityholders Agreement in the form attached hereto as Exhibit E (the "Equityholders Agreement") to be effective at (and subject to the occurrence of) the Closing.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereby agree as follows:

SECTION 1
DEFINITIONS.

(a) As used in this Agreement, the following terms shall have the following meanings:

"Accounting Firm" has the meaning set forth in Section 3.2(c).

"Accounting Firm Report" has the meaning set forth in Section 3.2(c).

"Action" has the meaning set forth in Section 5.16.

"Adjustment Escrow Account" has the meaning set forth in Section 3.1(f).

"Adjustment Escrow Amount" shall mean $250,000.

"Advisers Act" shall mean the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Advisory Client" has the meaning set forth in Section 5.24(a).

"Affiliate Contract" shall mean any contract between or among (i) any Seller or any Affiliate or immediate family member of any Seller, on the one hand, and (ii) the Company, a GP Entity or an FP Fund or otherwise in respect of the Business, on the other hand, other than this Agreement, the Organizational Documents or any limited partnership agreement or limited liability company agreement (or equivalent) of any GP Entity, FP Fund or the Company.

"Affiliates" shall mean, with respect to a Person, any Person, directly or indirectly, controlling, controlled by or under common control with the Person specified, provided, that, the FP Funds shall not be deemed to be "Affiliates" of the Company or any Seller.

"Agreement" has the meaning set forth in the Preamble hereto.

"AIFM Law" shall mean the EU Alternative Investment Fund Managers Directive (2011/61/EU) together with any laws, decrees or regulations implementing such directive in any applicable European Union member state.

"Amended and Restated LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Buyer in substantially the form attached hereto as Exhibit F, together with any additional changes as may be required to reflect a Qualified Issuance.

"Ancillary Agreements" means the Escrow Agreement, the Employment Agreements, the Supplemental Transaction Agreement, the Side Letter (Sellers), the Side Letter (Partners), the Equityholders Agreement and any other agreement, document, instrument or certificate contemplated by this Agreement to be executed by any of the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

"Applicable Law" shall mean all provisions that apply to a Person or its property of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, approvals or orders of a Governmental Entity (including the SEC and the SBA) having jurisdiction over the Person, (ii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with a Governmental Entity (including the SEC and the SBA) having jurisdiction over the Person, and (iii) Applicable Securities Laws.

"Applicable Securities Laws" shall mean the AIFM Law, the Advisers Act, the Investment Company Act, the Exchange Act, the Securities Act, applicable state blue sky laws and securities regulations and other Applicable Laws relating to securities or investment advisers, whether foreign or domestic.

"Base Consideration" has the meaning set forth in Section 3.1(a).

"Business" shall mean the business conducted by the Company as of the date hereof.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which banks in New York, New York are required or authorized to close.

"Buyer" has the meaning set forth in the Preamble hereto.

"Buyer 401(k) Plan" has the meaning set forth in Section 8.10.

"Buyer Fundamental Representations" shall mean the representations and warranties set forth in Section 7.1, Section 7.2 and Section 7.5 and Section 7.11.

"Buyer Group" shall mean the Buyer, any direct or indirect parent of the Buyer and any Subsidiary of the Buyer or of any direct or indirect parent of the Buyer.

"Buyer Indemnified Parties" has the meaning set forth in Section 11.2.

"Buyer Investor" has the meaning set forth in Section 8.8(d)(iv).

"Buyer Organizational Documents" has the meaning set forth in Section 7.1(a).

"Buyer Principals" means Thomas P. Danis, Jr. as Trustee of the Thomas P. Danis, Jr. Revocable Living Trust dated March 10, 2003, as amended, Jeff P. Gehl as Trustee of the Jeff P. Gehl Living Trust dated January 25, 2011, Charles K. Huebner as Trustee of the Charles K. Huebner Trust dated January 16, 2001, Souder Family LLC, a Delaware limited liability company, Jon I. Madorsky as Trustee of the Jon I. Madorsky Revocable Trust dated December 1, 2008, David McCoy, Alexander Abell, Michael Feinglass, Andrew Nelson and Nell Blatherwick.

"Carried Interest" shall mean any performance fee, performance allocation, carried interest, promote, special profits interest or other performance-based compensation (or priority allocation), but excluding any management fees and any such amounts that are paid in lieu of management fees in connection with any "cashless contribution" or "fee conversion" strategy or otherwise.

"Cash" shall mean, as of the Reference Time, all cash and cash equivalents held by the Company or any of its Subsidiaries at such time and marketable securities, in each case determined in accordance with GAAP. For the avoidance of doubt, and in a manner consistent with GAAP, Cash shall (i) be calculated net of issued but uncleared checks and drafts, to the extent such checks have not cleared as of the Reference Time, (ii) include checks and drafts deposited for the account of the Company, and (iii) be calculated net of Restricted Cash.

"CEA" shall mean the Commodity Exchange Act of 1936, as amended, and the rules and regulations promulgated thereunder.

"Claim" has the meaning set forth in Section 15.14(a)(vi).

"Closing" has the meaning set forth in Section 4.

"Closing Date" has the meaning set forth in Section 4.

"Closing Statement" has the meaning set forth in Section 3.2(b).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in Preamble hereto.

"Company Equity Rights" has the meaning set forth in Section 5.6(b).

"Company Financial Statements" has the meaning set forth in Section 5.7.

"Company Fundamental Representations" shall mean the representations and warranties set forth in Section 5.1, Section 5.5, Section 5.6 and Section 5.28.

"Company IP" has the meaning set forth in Section 5.13(c).

"Company Material Adverse Effect" shall mean any effect, change, circumstance, event, development, occurrence or condition that, individually or taken together with any other effect, change, circumstance, event, development, occurrence or condition, has had or would be reasonably likely to have a material adverse effect on the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Company, taken as a whole; provided, however, that in determining whether there has been a Company Material Adverse Effect, any effect, change, circumstance, event, development, occurrence or condition to the extent resulting from, relating to or arising out of any of the following shall be disregarded: (i) general United States or international economic conditions or conditions generally affecting the industry in which the Company operates; (ii) any change in the credit, debt, financial, banking, securities, currency or capital markets in general (whether in the United States or any other country or in any

international market) or in interest or exchange rates (including any disruption thereof and any decline in the price of any security or any market index); (iii) national disaster, national or international political or social conditions, including but not limited to the engagement in hostilities by the United States, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or natural or man-made disaster or acts of God; (iv) changes in Applicable Laws and/or Investment Laws and Regulations, GAAP or accounting rules; (v) any failure by the Company to meet any projections, forecasts or estimates of revenue or earnings or (vi) the identity of the Buyer or its Affiliates or the announcement of the execution of this Agreement, the Ancillary Agreements, the transactions contemplated hereby or thereby or the Buyer's disclosure of its plans or intentions with respect to the conduct of the business of the Company after the Closing (including, in each case, the impact thereof on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, customers, suppliers, vendors, partners, employees or Governmental Entities) (as distinguished from any event that caused such failure); provided, further, that, with respect to clauses (i) to (vi), the impact of such effect, change, circumstance, event, development, occurrence or condition is not disproportionately adverse to the Company, taken as a whole, as compared to other similarly situated companies engaged in the same business as the Company.

"Company Pension Plan" means the Five Points Capital, Inc. Pension Plan.

"Company Profit Sharing Plans" means the Five Points Capital, Inc. 401(k) Profit Sharing Plan and the Five Points Capital, Inc. 401(k) Profit Sharing Plan #2.

"Company Shares" shall have the meaning set forth in the Recitals hereto.

"Competitive Activity" has the meaning set forth in Section 8.8(b)(ii).

"Competitive Enterprise" has the meaning set forth in Section 8.8(b)(iii).

"Confidential Information" has the meaning set forth in Section 15.8(a).

"Confidentiality Agreement" has the meaning set forth in Section 14.2.

"Consent" has the meaning set forth in Section 5.4.

"Continuing Employee" has the meaning set forth in Section 9.3(a).

"Disputed Item" has the meaning set forth in Section 3.2(c).

"Employment Agreement" has the meaning set forth in the Recitals hereto.

"Environmental Laws" has the meaning set forth in Section 5.22.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations of the Department of Labor promulgated thereunder.

"ERISA Affiliate" has the meaning set forth in Section 5.18(c).

"Escrow Agent" shall mean Citibank, N.A.

"Escrow Agreement" shall mean the Escrow Agreement among the Escrow Agent, Seller Representative and the Buyer substantially in the form of Exhibit G hereto.

"Escrow Expiration Date" has the meaning set forth in Section 11.5(d).

"Estimated Cash" has the meaning set forth in Section 3.1(b).

"Estimated Closing Amount" has the meaning set forth in Section 3.1(a).

"Estimated Closing Statement" has the meaning set forth in Section 3.1(b).

"Estimated Indebtedness" has the meaning set forth in Section 3.1(b).

"Estimated Net Working Capital" has the meaning set forth in Section 3.1(b).

"Estimated Transaction Expenses" has the meaning set forth in Section 3.1(b).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Final Cash" has the meaning set forth in Section 3.2(b).

"Final Closing Amount" has the meaning set forth in Section 3.2(a).

"Final Indebtedness" has the meaning set forth in Section 3.2(b).

"Final Net Working Capital" has the meaning set forth in Section 3.2(b).

"Final Transaction Expenses" has the meaning set forth in Section 3.2(b).

"FP Fund" shall mean any pooled investment vehicle for which the Company, directly or indirectly, provides Investment Management Services or serves as the sponsor, general partner, managing member, or in any similar capacity (including any master or feeder fund, parallel fund or other alternative investment vehicle or third party co-investment vehicle, but excluding any "separate account clients").

"FP Fund Consent" has the meaning set forth in Section 8.4(a).

"FP Fund Financial Statement" has the meaning set forth in Section 5.27(f).

"FP Organization" has the meaning set forth in Section 5.31.

"Fraud" means actual or intentional fraud with respect to the making of a representation or warranty by a party in this Agreement. For the avoidance of doubt, "Fraud" shall not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including a claim for fraud) based on negligence or recklessness.

"Fundamental Representations" shall mean the Company Fundamental Representations, the Seller Fundamental Representations and the Buyer Fundamental Representations.

"GAAP" shall mean U.S. generally accepted accounting principles applied on a consistent basis.

"Governmental Entity" shall mean any federal, state or local governmental, regulatory or other public body, agency, commission, department, branch, division, subdivision, bureau, audit group, procuring office or authority (including self-regulatory organizations), court, tribunal, domestic or foreign, including the employees or agents thereof.

"GP Entities" shall mean each Person that is the general partner or managing member (or equivalent) of any FP Fund, including but not limited to Reynolda Capital Management Company, LLC, Winston Mezzanine Partners, LLC, Pinewood Advisors, LLC, Five Points Mezzanine Advisors III, LLC, Five Points Management III, LLC, Forsyth Equity Advisors, LLC, Five Points Advisors III, LP, Five Points Equity Advisors IV, LLC, Five Points Management IV, LLC and Five Points Advisors IV, LP.

"Guarantor" has the meaning set forth in the Preamble.

"Guarantor Equity Rights" has the meaning set forth in Section 7.5(b).

"Guarantor Financial Statements" has the meaning set forth in Section 7.6.

"Guarantor Interim Balance Sheet" has the meaning set forth in Section 7.6.

"Guarantor Material Adverse Effect" shall mean any effect, change, circumstance, event, development, occurrence or condition that, individually or taken together with any other effect, change, circumstance, event, development, occurrence or condition, has had or would be reasonably likely to have a material adverse effect on (a) the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Guarantor or any of its Subsidiaries, taken as a whole; provided, however, that in determining whether there has been a Guarantor Material Adverse Effect, any effect, change, circumstance, event, development, occurrence or condition to the extent resulting from, relating to or arising out of any of the following shall be disregarded: (i) general United States or international economic conditions or conditions generally affecting the industry in which the Guarantor operates; (ii) any change in the credit, debt, financial, banking, securities, currency or capital markets in general (whether in the United States or any other country or in any international market) or in interest or exchange rates (including any disruption thereof and any decline in the price of any security or any market index); (iii) national disaster, national or international political or social conditions, including but not limited to the engagement in hostilities by the United States, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or natural or man-made disaster or acts of God; (iv) changes in Applicable Laws and/or Investment Laws and Regulations,

GAAP or accounting rules; or (v) any failure by the Guarantor or any of its Subsidiaries to meet any projections, forecasts or estimates of revenue or earnings (as distinguished from any event that caused such failure); provided, further, that, with respect to clauses (i) to (v), the impact of such effect, change, circumstance, event, development, occurrence or condition is not disproportionately adverse to the Guarantor or any of its Subsidiaries, taken as a whole, as compared to other similarly situated companies engaged in the same business as the Guarantor or (b) the ability of the Guarantor or the Buyer to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which it is a party.

"Guarantor Organizational Documents" has the meaning set forth in Section 7.1(b).

"Indebtedness" shall mean, as of any time, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations (including any prepayment premiums, make whole premiums, breakage costs or premiums, prepayment penalties of similar fees, costs and charges payable as a result of the full repayment thereof or the consummation of the transactions contemplated by this Agreement) arising under, any obligations of the Company consisting of (i) indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money or for the deferred purchase price of property or services, (ii) indebtedness evidenced by any note, bond, debenture or other debt security, (iii) the redemption value of or value of payments required to terminate, as applicable, all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by any such Person, whether periodically or upon the happening of a contingency, (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by any such Person, (v) all obligations under any leases required to be capitalized in accordance with GAAP, (vi) all indebtedness secured by any Lien on any property or asset owned or held by any such Person, (vii) all earn-out payments, installment payments or other payments of deferred or contingent purchase price relating to any acquisition of the assets or securities of any Person, (viii) all accrued and unpaid expenses with respect to the Company Pension Plan or the Company Profit Sharing Plans, in each case, for the fiscal year ended December 31, 2019, (ix) any underfunded liabilities under the Company Pension Plan, and (x) all obligations of others referred to in the foregoing clauses (i) through (ix) guaranteed directly or indirectly in any manner by such Person. Notwithstanding the foregoing, "Indebtedness" shall not include any (x) undrawn letters of credit, or (y) amounts included as Transaction Expenses or any Taxes or any amounts included in the calculation of Net Working Capital.

"Indemnified Party" has the meaning set forth in Section 11.6(a).

"Indemnified Taxes" shall mean (i) any Taxes of the Company (or any other entity in which the Company directly or indirectly holds any interest that is classified as equity for U.S. federal income tax purposes) with respect to any Pre-Closing Tax Period or the portion of any Straddle Period ending on the Closing Date, determined in accordance with Section 10.2(c), (ii) Transfer Taxes for which the Seller is responsible under this Agreement, (iii) any costs and expenses of Buyer related to the determination of the liability for or of the amount of any Indemnified Taxes (including in any proceeding with a Taxing Authority or with Sellers) or to the collection from any Seller of any Indemnified Taxes, and (iv) the unpaid Taxes of any Person imposed on the Company (or any other entity in which the Company directly or indirectly holds

any interest that is classified as equity for U.S. federal income tax purposes) under applicable Law as a transferee or successor, or by contract the principal subject of which is Taxes, which Taxes relate to an event or transaction occurring before the Closing; *provided*, that any Taxes that were specifically taken into account as Indebtedness or a liability in the calculation of the Net Working Capital or as Transaction Expenses, in each case in a manner and solely to the extent that such Taxes actually reduced the Final Closing Amount, shall not be Indemnified Taxes.

"Indemnifying Party" has the meaning set forth in Section 11.6(a).

"Indemnity Escrow Account" has the meaning set forth in Section 3.1(e).

"Indemnity Escrow Amount" shall mean an amount equal to $302,500.

"Intellectual Property" shall mean all administrative and legal rights relating to the following owned, used or held for use in the Business anywhere in the world: (a) all United States, international and foreign patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (b) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know how (including with respect to investment processes), software, proprietary models, technology, business methods, technical data and customer lists, tangible or intangible proprietary information, and all documentation relating to any of the foregoing, (c) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world, (d) all industrial designs and any registrations and applications therefor throughout the world, (e) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world and all goodwill associated therewith, (f) all databases and data collections and all rights therein throughout the world, (g) all moral and economic rights of authors and inventors, however denominated, throughout the world, (h) all Internet addresses, sites and domain names and numbers and (i) the Listed Intellectual Property.

"Interim Balance Sheet" has the meaning set forth in Section 5.7.

"Investment Company Act" shall mean the Investment Company Act of 1940, as amended from time to time, and the rules and regulations of the SEC promulgated thereunder.

"Investment Contract" shall mean any contract, agreement, instrument or understanding, whether oral or written, relating to the rendering of Investment Management Services to any Person by the Company including, for the avoidance of doubt, (i) the limited partnership agreement or limited liability company agreement (or equivalent) of any FP Fund and (ii) any side letter with any investor in any FP Fund, but excluding any Portfolio Contract and any subscription agreement entered into between an FP Fund and any investor in an FP Fund.

"Investment Laws and Regulations" has the meaning set forth in Section 5.15(a).

"Investment Management Services" shall mean investment management or investment advisory services, including sub-advisory services, administrative services, underwriting, distribution or marketing services or any other services related to the provision of investment management or investment advisory services including any similar services deemed to be "investment advice" pursuant to the Advisers Act.

"IRS" shall mean the Internal Revenue Service.

"Knowledge" shall mean, (i) in the case of the Company, the actual knowledge, after reasonable inquiry, of any Seller, and (ii) in the case of the Buyer or the Guarantor, the actual knowledge, after reasonable inquiry, of Robert H. Alpert, C. Clark Webb, William F. Souder, Jr. and Jeff Gehl.

"Lease" has the meaning set forth in Section 5.11(a).

"Leased Real Property" has the meaning set forth in Section 5.11(a).

"Licenses and Permits" has the meaning set forth in Section 5.14.

"Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien (statutory or other), option, easement, right of first refusal, adverse claim, conditional sale agreement, claim, charge, limitation or restriction, including any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Listed Intellectual Property" has the meaning set forth in Section 5.13(a).

"Losses" shall mean any liability, damage, Tax, diminution of value, claim, interest, loss, fine, penalty, cost, expense, judgment, settlement, award, interest or expenses, including reasonable fees and expenses of counsel and reasonable expenses of investigation, preparing or defending the foregoing.

"Material Contract" has the meaning set forth in Section 5.17(b).

"Net Working Capital" shall mean an amount equal to (i) the current assets of the Company (excluding assets included in the determination of Cash) minus (ii) the current liabilities of the Company (excluding liabilities included in the determination of Cash, Indebtedness and Transaction Expenses), in each case as of the Reference Time, as determined in accordance with GAAP. For the avoidance of doubt, the determination of Net Working Capital and the preparation of the Closing Statement will take into account only those components (i.e., only those line items) and adjustments reflected on Exhibit H.

"Organizational Documents" has the meaning set forth in Section 5.1.

"Outside Date" has the meaning set forth in Section 14.1(e).

"P10 Entity" has the meaning set forth in Section 8.8(b).

"Payoff Letters" has the meaning set forth in Section 13.6.

"Performance Records" has the meaning set forth in Section 5.12(b).

"Permitted Liens" shall mean (a) Liens for utilities, current Taxes or assessments or other governmental charges not yet due and payable or that are being diligently contested in good faith by appropriate proceedings and, for which adequate reserves (in accordance with GAAP) have been established, (b) mechanics', carriers', workers', repairers', materialmen's, warehousemen's, lessor's, landlord's and other similar Liens arising or incurred in the ordinary course of business not yet due and payable, (c) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions or other social security or retirement benefits or similar legislation, (d) deposits securing liability to insurance carriers under insurance or self-insurance arrangements, (e) Liens arising under protective filings, (f) Liens in favor of a banking institution arising as a matter of Applicable Law encumbering deposits (including the right of set-off) held by such banking institution incurred in the ordinary course of business and which are within the general parameters customary in the banking industry, (g) zoning, entitlement, building and other land use regulations imposed by any Governmental Entity having jurisdiction over the Leased Real Property which are not violated by the current use and operation of the Leased Real Property, (h) covenants, conditions, restrictions, easements, and other similar matters of record affecting title to the Leased Real Property which do not materially impair the occupancy or use of the Leased Real Property for the purposes for which it is currently used or proposed to be used in connection with the Business, (i) public roads and highways, (j) purchase money Liens and Liens securing rental payments under capital lease arrangements, (k) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money, and (l) Liens on the ownership or transfer of securities arising under applicable Law.

"Person" shall mean any individual, corporation, company, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

"Plans" has the meaning set forth in Section 5.18(a).

"Portfolio Contract" shall mean any contract, agreement or instrument relating to any investment by any Advisory Client, to which the Company is not a party.

"Post-Closing Adjustment Amount" means an amount equal to (a) the Final Closing Amount minus (b) the Estimated Closing Amount.

"Pre-Closing Tax Period" means any taxable period ending at or before the close of the Closing Date.

"Principles" shall mean GAAP applied on a consistent basis consistent with the preparation of the Company Financial Statements as set forth on Exhibit H; provided, that in the event of a conflict between GAAP and Exhibit H, Exhibit H shall prevail. Without limiting the foregoing, all determinations made hereunder in accordance with the Principles as of the Reference Time shall be made without taking into account the transactions contemplated by this Agreement. Attached as Exhibit H is a spreadsheet illustrating the calculation of Net Working Capital based on the Principles.

"Qualified Issuance" means any issuance of equity interests by the Buyer in a public or private offering that is either (a) issued as consideration in respect to an acquisition or (b) the proceeds of which will be used, in whole or in part, to fund an acquisition; provided that such equity interests shall either be (x) common units issued for not less than $3.00 per common unit or (y) equity interests initially convertible into common units on a one-to-one basis and issued for not less than $3.00 per equity interest.

"Reference Time" shall mean 11:59 p.m. New York City time on the day before the Closing Date.

"Regulatory Agency" has the meaning set forth in Section 5.29.

"Related Client" shall mean any Advisory Client or investor in any FP Fund that is (a) the Company or a Seller, (b) a director, officer, shareholder, owner or employee of the Company or a member of the immediate family of any such director, officer, shareholder, owner or employee, or (c) a trust or collective investment vehicle in which the Company is a holder of a beneficial interest.

"Related Party" shall mean, with respect to any specified Person, (a) any Affiliate of such specified Person, (b) any Person who is a director, officer, general partner, managing member, employee, equityholder or in a similar capacity of such specified Person or any of its Affiliates and (c) any other Person who holds, individually or together with such other Person's Affiliates and any members of such other Person's immediate family, directly or indirectly, more than 10% of the outstanding equity or ownership interests of such specified Person.

"Restricted Cash" means all Cash that is not freely useable and available to the Company because it is subject to restrictions, limitations or Taxes on use or distribution either by contract or for regulatory or legal purposes.

"Restricted Period" has the meaning set forth in Section 8.8(b).

"Restrictive Covenants" has the meaning set forth in Section 8.8(a).

"Retained Employee" has the meaning set forth in Section 8.7.

"Retained Indemnity Escrow Amount" has the meaning set forth in Section 11.9(b).

"R&W Insurer" shall mean AIG Specialty Insurance Company.

"R&W Policy" shall mean that certain buyer-side representations and warranties insurance policy issued by the R&W Insurer to the Buyer with respect to the representations and warranties of the Company and the representations and warranties of the Sellers (other than the Seller Fundamental Representations) made in this Agreement and the other Ancillary Agreements.

"SBA" shall mean the Small Business Administration.

"SBIC" has the meaning set forth in Section 5.27(l).

"SBIC Act" shall mean the Small Business Investment Act of 1958, as amended, and the rules and regulations promulgated thereunder.

"SEC" shall mean the Securities and Exchange Commission.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Seller Consent" has the meaning set forth in Section 6.3.

"Seller Fundamental Representations" shall mean the representations and warranties set forth in Section 6.1, Section 6.4 and Section 6.6.

"Seller Percentage" shall mean, with respect to each Seller, the percentage set forth on Exhibit I hereto.

"Seller Released Claim" has the meaning set forth in Section 9.6(a).

"Seller Released Person" has the meaning set forth in Section 9.6(a).

"Seller Releasing Person" has the meaning set forth in Section 9.6(a).

"Seller Representative" shall mean (i) as of the date hereof, David G. Townsend and (ii) if, at any time following the date hereof, any Person replaces David G. Townsend as the representative of the Sellers hereunder in accordance with the terms of this Agreement, such Person.

"Sellers" has the meaning set forth in the Preamble hereto.

"Series A Preferred Units" means the Series A Preferred Units representing limited liability company interests in the Buyer and having the rights and privileges as set forth in the Amended and Restated LLC Agreement.

"Side Letter (Partners)" has the meaning set forth in the Recitals hereto.

"Side Letter (Sellers)" has the meaning set forth in the Recitals hereto.

"SRO" has the meaning set forth in Section 5.29.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subsidiaries" shall mean, with respect to any Person, any corporation, association or other business entity of which (i) more than fifty percent (50%) of the total voting power of shares of stock or other equity interest entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereto is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof and (ii) such first Person or its Subsidiary is a general partner or managing member; provided, that the FP Funds shall not be deemed to be Subsidiaries of the Company.

"Supplemental Transaction Agreement" has the meaning set forth in the Recitals hereto.

"Target Working Capital" means $0.

"Tax" or "Taxes" shall mean (a) any taxes, fees, and similar assessments imposed by any Taxing Authority, including income, profits, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, sales, use, real property, personal property (tangible and intangible), stamp, user, excise, duty, franchise, capital stock, transfer, registration, withholding, social security (or similar), unemployment, disability, payroll, employment, fuel, excess profits, occupational, premium, windfall profit, severance, or other similar charge, including any interest, penalty, or addition thereto, whether disputed or not, (b) all liabilities for the payment of any amounts of the type described in clause (a) as the result of being (or ceasing to be) a member of an affiliated, consolidated, combined or unitary group (or being included (or required to be included) in any Tax Return related thereto); and (c) all liabilities for the payment of any amounts described in clause (a) or clause (b) as a result of being a transferee or successor to any Person, by contract or by Applicable Law.

"Tax Return" shall mean any report, return, information return, filing, claim for refund or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

"Taxing Authority" shall mean the IRS or any Governmental Entity responsible for the imposition or collection of any Tax.

"Third-Party Claim" has the meaning set forth in Section 11.6(b).

"Transaction Expenses" shall mean (i) all fees and expenses payable to the legal, financial and other advisors and accountants of the Company, in each case to the extent unpaid as of the Closing, (ii) to the extent payable by the Company or any Person that the Company is legally obligated to pay or reimburse, any transaction bonus, discretionary bonus, retention, "stay put" or other similar compensatory payments, or severance, change in control, termination or similar amounts, payable to any current or former employee, manager, consultant or other service provider of the Company as a result of the transactions contemplated by this Agreement, including the employer portion of any employment or payroll Taxes payable with respect thereto (any of the payments described in this clause (ii) that are triggered by a termination of employment by the Company after the Closing shall not be a Transaction Expense), (iii) to the extent payable by the Company or any Person that the Company is legally obligated to pay or reimburse, any severance, termination or similar amounts payable to the individuals set forth on Schedule 8.9, including the employer portion of any employment or payroll Taxes payable with respect thereto, (iv) the cost of the insurance policy contemplated by Section 9.3(c) and (v) all costs, fees and expenses incurred by the Company or any of its Subsidiaries in connection with each consent sought pursuant to Section 8.2 and Section 8.4. Notwithstanding the foregoing, Transaction Expenses shall not include any amount paid by the Company on the Closing Date in respect of Estimated Transaction Expenses under Section 3.1(h).

"Transaction Expenses Wire Instructions" has the meaning set forth in Section 13.6.

"Transfer Taxes" has the meaning set forth in Section 10.1.

"Undisputed Item" has the meaning set forth in Section 3.2(c).

"Willful Breach" means an action or failure to act by one of the parties hereto that constitutes a material breach of this Agreement, and such action was taken or such failure occurred with such party's knowledge or intention that such action or failure to act could reasonably be expected to constitute a breach of this Agreement, and such breach (i) resulted in, or contributed to, the failure of any of the conditions set forth in Section 12 or Section 13, as applicable, to be satisfied or (ii) resulted in, or contributed to, the Closing not being consummated at the time the Closing would have occurred pursuant to Section 4.

(b) Interpretation.

(i) The words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof. All instances of the words "include," "includes" or "including" in this Agreement shall be deemed to be followed by the words "without limitation."

(ii) References to $ will be references to United States Dollars.

(iii) A reference to any Person in this Agreement or any other agreement or document shall include such Person's predecessors-in-interest, successors and permitted assigns.

(iv) Except as otherwise specifically indicated herein, each accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP.

(v) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(vi) The parties hereto are each represented by legal counsel and have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(vii) Any document or item will be deemed "delivered", "provided" or "made available" within the meaning of this Agreement if such document or item (a) is included in the electronic data room, or (b) actually delivered or provided to Buyer or any of its Representatives, in each case, at least two (2) days prior to the date hereof or the Closing, as applicable.

SECTION 2
PURCHASE AND SALE OF COMPANY SHARES.

2.1. Purchase and Sale. Subject to the terms and conditions herein set forth, each Seller shall sell, convey, transfer, assign and deliver the Company Shares held by such Seller to the Buyer, and the Buyer shall purchase and accept such Company Shares from such Seller, at the Closing, in each case, free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law).

2.2. Withholding Rights. The Buyer shall be entitled to deduct and withhold from any amount otherwise payable to any Person pursuant to this Agreement such amounts of Tax as it is required to deduct and withhold with respect to the making of such payment to such Person. All amounts that are deducted or withheld by the Buyer and paid over to or deposited with the relevant Taxing Authority by the Buyer shall be treated for all purposes of this Agreement as having been paid to the Sellers. If Buyer determines any withholding is required with respect to any payment under this Agreement, Buyer shall use reasonable best efforts to notify the Seller Representative of any such withholding requirement at least ten (10) Business Days prior to the date such withholding is required to be made and to cooperate in good faith with the Sellers to seek to reduce the amount of, or eliminate the necessity for, such withholding (including by each Seller providing the Buyer with a validly executed IRS Form W-9).

SECTION 3
PURCHASE PRICE.

3.1. Closing Purchase Price.

(a) "Estimated Closing Amount" shall mean:

(i) Forty-Seven Million Dollars ($47,000,000) (the "Base Consideration");

(ii) reduced by the amount, if any, by which Estimated Net Working Capital is less than the Target Working Capital,

(iii) increased by the amount, if any, by which Estimated Net Working Capital is greater than the Target Working Capital,

(iv) reduced by the Estimated Cash, if Estimated Cash is a negative number,

(v) increased by the Estimated Cash, if Estimated Cash is a positive number,

(vi) reduced by the amount of the Estimated Indebtedness, and

(vii) reduced by the Estimated Transaction Expenses.

(b) On or before the date which is two (2) days prior to the date on which the Closing is scheduled to occur, the Seller Representative shall prepare and deliver to the Buyer (i) a good faith estimate of the (A) Net Working Capital ("Estimated Net Working Capital"), (B) Cash ("Estimated Cash"), (C) Indebtedness ("Estimated Indebtedness") and (D) Transaction Expenses ("Estimated Transaction Expenses"), in each case as of the Reference Time and determined in accordance with the Principles, and (ii) a balance sheet of the Company as of the Reference Time and prepared in accordance with the Principles, together with such additional schedules and data as may be appropriate to support the calculations of the items described in (A) through (D) of this Section 3.1(b)(i) and Section 3.1(b)(ii) (items (i)-(ii), collectively, the "Estimated Closing Statement"). Attached as Exhibit H is a spreadsheet illustrating the calculation of Net Working Capital as of October 31, 2019. For purposes of the Estimated Closing Statement and the determination of the Estimated Closing Amount, Estimated Net Working Capital shall be calculated in a manner consistent with the calculation of Net Working Capital set forth in Exhibit H. The calculation of Estimated Net Working Capital, Estimated Cash, Estimated Indebtedness and Estimated Transaction Expenses shall not include or take into account any action taken or committed to by the Buyer or any of its Subsidiaries or any action taken or committed to by the Company following the Closing.

(c) Following the delivery of the Estimated Closing Statement to the Buyer, the Company shall provide the Buyer reasonable access at reasonable times to copies of the work papers and other books and records of the Company and its employees to the extent related to the preparation of the Estimated Closing Statement for purposes of assisting the Buyer in its review of the Estimated Closing Statement.

(d) On the Closing Date, the Buyer shall pay, or cause to be paid, to each Seller, an amount of cash, by wire transfer of immediately available funds, equal to such Seller's Seller Percentage of: (A) the Estimated Closing Amount minus (B) the Indemnity Escrow Amount minus (C) the Adjustment Escrow Amount.

(e) On the Closing Date, the Buyer shall deliver, or cause to be delivered, to the Escrow Agent into an escrow account (the "Indemnity Escrow Account") (i) cash in an amount equal to the Indemnity Escrow Amount. For U.S. federal, and all applicable state, income tax purposes, the parties agree to treat the Buyer as the owner of the cash held in the Indemnity Escrow Account.

(f) On the Closing Date, the Buyer shall deliver, or cause to be delivered, to the Escrow Agent into an escrow account (the "Adjustment Escrow Account") cash in an amount equal to the Adjustment Escrow Amount.

(g) On the Closing Date, the Buyer shall pay, or cause to be paid, to each Person entitled thereto, an amount of cash, by wire transfer of immediately available funds, equal to the Estimated Indebtedness, in each case, as set forth in the Payoff Letters delivered pursuant to this Agreement.

(h) On the Closing Date, the Buyer shall pay, or cause to be paid, to each Person entitled thereto, an amount of cash, by wire transfer of immediately available funds, equal to Estimated Transaction Expenses, in each case, in accordance with the Transaction Expenses Wire Instructions delivered pursuant to this Agreement.

(i) On the Closing Date, the Buyer shall deliver to each Seller such Seller's Seller Percentage of Six Million Seven Hundred Thousand (6,700,000) Series A Preferred Units.

3.2. Post-Closing Closing Payment Adjustments.

(a) "Final Closing Amount" shall mean:

(i) the Base Consideration,

(ii) reduced by the amount, if any, by which Final Net Working Capital is less than the Target Working Capital,

(iii) increased by the amount, if any, by which Final Net Working Capital is greater than the Target Working Capital,

(iv) reduced by the amount of Final Cash, if Final Cash is a negative number,

(v) increased by the amount of Final Cash, if Final Cash is a positive number,

(vi) reduced by the amount of the Final Indebtedness, and

(vii) reduced by the amount of Final Transaction Expenses.

(b) As promptly as practicable following the Closing, but in any event no later than forty-five (45) days after the date of the Closing, the Buyer shall prepare and deliver to the Seller Representative (i) a written report setting forth (A) Net Working Capital ("Final Net Working Capital"), (B) Cash ("Final Cash"), (C) Indebtedness ("Final Indebtedness") and (D) Transaction Expenses ("Final Transaction Expenses"), in each case, as of the Reference Time and in accordance with the Principles, and (ii) a balance sheet of the Company as of the Reference Time and in accordance with the Principles, together with such additional schedules and data as may be appropriate to support the calculations of the items described in clauses (A) through (D) of Section 3.2(b)(i) and Section 3.2(b)(ii) (items (i)-(ii), collectively, the "Closing Statement"). As provided for in Section 3.2(c), the Closing Statement shall be subject to review by the Seller Representative. For purposes of the Closing Statement, the Final Net Working Capital shall be calculated in a manner consistent with the calculation of Net Working Capital set forth in Exhibit H. The parties agree that the determination of Estimated Closing Amount and Final Closing Amount will be without any change in or introduction of any new reserves, and without duplication to any items counted in such determination. The parties agree that the purpose of preparing and calculating the Net Working Capital hereunder is to measure changes in Net Working Capital without the introduction of new or different accounting methods, policies, practices, procedures, classifications, judgments or estimation methodologies other than those used in the sample calculation set forth on Exhibit H. The calculation of Final Net Working Capital, Final Cash, Final Indebtedness and Final Transaction Expenses shall not include or take into account any action taken or committed to by the Buyer, the Company or any of their respective Subsidiaries following the Closing.

(c) From and after the delivery of the Closing Statement, the Seller Representative will be entitled to reasonable access at reasonable times during normal business hours to the relevant employees, records and working papers of the Buyer and the Company and/or the accountants, if any, assisting the Buyer in the preparation of the Closing Statement to aid in their review thereof. The Seller Representative may dispute the Closing Statement or the calculations of the amounts set forth therein by notifying the Buyer in writing (a "Dispute Notice") of any such disputed amounts or calculations and setting forth, in reasonable detail, the basis for such dispute and alternative calculations with respect to the items or amounts with which it disagrees (each, a "Disputed Item") within forty-five (45) days of the Seller Representative's receipt of the Closing Statement from the Buyer. Any item or amount not objected to in the Dispute Notice (an "Undisputed Item") shall become final and binding on the parties for purposes of this Agreement, except to the extent that an adjustment to a Disputed Item made in accordance with this Section 3.2 requires an offsetting adjustment to be made to an Undisputed Item. If the Buyer disputes a Disputed Item, then the Seller Representative and the Buyer shall negotiate in good faith to resolve such dispute. If, after a period of thirty (30) days following the date on which the Seller Representative delivers the Dispute Notice to Buyer, any such Disputed Item still remains disputed, then the Seller Representative and the Buyer shall submit such dispute to Ernst & Young or such other nationally recognized accounting firm as determined by the Buyer and the Seller Representative (the "Accounting Firm"), which shall, within thirty (30) days after such submission, determine and report to the Buyer and the Seller Representative upon such remaining Disputed Items or calculations, and such report shall be final, binding and conclusive on the Sellers and the Buyer; provided that (x) the Accounting Firm shall only be entitled to resolve those Disputed Items submitted to it for resolution (and any Undisputed Items or Disputed Items previously resolved between the Buyer and the Seller Representative that require an offsetting adjustment to be made in connection with the resolution of such Disputed Items), (y) the Accounting Firm shall make its determination based solely on the presentations and supporting material provided by the Buyer and the Seller Representative and not pursuant to any independent review and (z) in no event shall the Accounting Firm's determination of such remaining Disputed Items or calculations be for an amount that is greater than the greatest value for such item claimed by the Buyer or the Seller Representative or less than the smallest value for such item claimed by the Buyer or the Seller Representative. The Accounting Firm shall deliver to the Buyer and the Seller Representative, as promptly as practicable and in any event shall endeavor to do so within thirty (30) days after its appointment, a written report (i) setting forth (x) the resolution of each Disputed Item submitted to it and (y) any adjustments that are required to be made to any Undisputed Items or Disputed Items previously resolved between the Buyer and the Seller Representative to reflect such resolution and (ii) containing a revised Closing Statement reflecting the foregoing (the "Accounting Firm Report"). The Closing Statement shall be deemed final upon the earliest of (i) the failure of the Seller Representative to notify the Buyer of a dispute within forty-five (45) days of the Seller Representative's receipt of the Closing Statement from the Buyer, (ii) receipt by the Buyer of a notice from the Seller Representative stating that the Sellers accept the amounts and calculations set forth in the Closing Statement, (iii) the resolution of all Disputed Items pursuant to this Section 3.2(c) by the Seller Representative and the Buyer or (iv) the resolution of all Disputed Items pursuant to the Accounting Firm Report. The Buyer and the Seller Representative shall make reasonably available to the Accounting Firm all relevant books and

records, as well as any documents or work papers used in the calculation of the Closing Statement (including those of the parties' respective Representatives, to the extent applicable) and supporting documentation relating to such Closing Statement. The decision of the Accounting Firm shall be final and binding and the exclusive remedy of the parties with respect to any disputes arising with respect to the items set forth in the Closing Statement. The fees and expenses of the Accounting Firm shall be allocated to be paid by Buyer, on the one hand, and/or the Seller Representative (on behalf of the Sellers), on the other hand, based upon the percentage which the portion of the contested amount not awarded to each party bears to the aggregate contested amount, as determined by the Accounting Firm.

(d) Following the resolution of any dispute concerning the Closing Statement in accordance with Section 3.2(c):

(i) if the Post-Closing Adjustment Amount is a positive number, then, within two (2) Business Days, (i) the Buyer and the Seller Representative shall execute and deliver a joint written instruction directing the Escrow Agent to release from the Adjustment Escrow Account to the Seller Representative (for further distribution to the Sellers in accordance with the Seller Percentages) an aggregate amount equal to the Adjustment Escrow Amount, and (ii) the Buyer shall pay to each Seller such Seller's Seller Percentage of the Post-Closing Adjustment Amount, by wire transfer of immediately available funds to the account or accounts designated in writing by the Seller Representative.

(ii) if the Post-Closing Adjustment Amount is a negative number, then within two (2) Business Days, the Buyer and the Seller Representative shall execute and deliver a joint written instruction directing the Escrow Agent to release from the Adjustment Escrow Account (i) to the Buyer, the lesser of (A) the absolute value of the Post-Closing Adjustment Amount and (B) the Adjustment Escrow Amount, by wire transfer of immediately available funds to the account or accounts designated in writing by the Buyer; and (ii) if the Adjustment Escrow Amount exceeds the absolute value of the Post-Closing Adjustment Amount, to each Seller, such Seller's Seller Percentage of any remaining amount of the Adjustment Escrow Amount following the payment to Buyer made pursuant to the foregoing clause (i), by wire transfer of immediately available funds to the account or accounts designated in writing by the Seller Representative. In the event that the Adjustment Escrow Amount is less than the absolute value of the Post-Closing Adjustment Amount, then, within two (2) Business Days following the resolution of any dispute concerning the Closing Statement in accordance with Section 3.2(c), each Seller shall pay to the Buyer such Seller's Seller Percentage of the amount of such shortfall, by wire transfer of immediately available funds to the account or accounts designated in writing by the Buyer.

(e) All payments made pursuant to Section 3.2 shall be treated as an adjustment to the Base Consideration for all purposes under this Agreement and by the parties for Tax purposes, unless otherwise required by Applicable Law.

SECTION 4
CLOSING

The closing (the "Closing") for the consummation of the transactions contemplated by this Agreement shall take place (a) at the offices of Proskauer Rose LLP at One International Place, Boston, Massachusetts 02110 at 10:00 a.m. New York time on the third (3rd) Business Day following the day on which the last of the conditions to the obligations of the parties hereunder set forth in Section 12 and Section 13 hereof have been satisfied or waived (other than those conditions that are not capable of being satisfied until the Closing, but subject to the waiver in writing or satisfaction of such conditions) or (b) at such other place and time as may be mutually agreed to by the parties hereto (the "Closing Date"); provided, however, that the Closing shall not take place earlier than January 1, 2020.

SECTION 5
REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

Except as set forth in the Schedules (provided, that any information disclosed in one section of such Schedules shall be deemed to apply to each other section thereof to which its relevance is reasonably apparent on its face), the Company hereby represents and warrants to the Buyer as follows:

5.1. Organization.

(a) The Company is duly incorporated, validly existing and in good standing under the laws of the State of North Carolina and has all requisite power to own its properties and assets and to conduct its business as now conducted. Copies of the certificate of incorporation and bylaws of the Company, together with all amendments thereto existing as of the date hereof (collectively, the "Organizational Documents"), have been furnished to the Buyer, and such copies are accurate and complete as of the date hereof. The Company is not in violation of any of the provisions of its Organizational Documents.

5.2. Qualification to Do Business. The Company is duly qualified to do business as a foreign corporation or other foreign entity and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business as currently conducted by it makes such qualification necessary, except where failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to be materially adverse to the Company, taken as a whole. Each Subsidiary of the Company is duly qualified to do business as a foreign corporation or other foreign entity and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business as currently conducted by it makes such qualification necessary, except where failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to be materially adverse to the Company, taken as a whole.

5.3. No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement does not and will not (a) violate or conflict with any provision of the Organizational Documents, (b) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (c) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of the

Company under, or result in the creation of any Lien on any property, asset or right of the Company pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which the Company is a party or by which the Company or any of its properties, assets or rights are bound or affected, except, in the case of each of clauses (b) and (c) above, as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company, taken as a whole.

5.4. Consents and Approvals. Schedule 5.4 sets forth a true and complete list of (a) each consent, notice, waiver, authorization or approval (a "Consent") of any Governmental Entity, (b) each Consent of any other Person required under any Material Contract and (c) each declaration to or filing or registration with any such Governmental Entity, in each case, that is required in connection with the execution and delivery of this Agreement by the Company or the Ancillary Agreements to which the Company will be a party, the performance by the Company of its obligations hereunder or thereunder or the transactions contemplated by this Agreement and the Ancillary Agreements to which the Company will be a party. No "fair price", "interested shareholder", "business combination" or similar provision of any state takeover Law is applicable to the transactions contemplated by this Agreement or the Ancillary Agreements.

5.5. Authorization and Validity of Agreement. The Company has all requisite corporate power and authority to enter into this Agreement and each of the Ancillary Agreements to which it will be a party and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the Ancillary Agreements to which it will be a party and the performance of the obligations of the Company hereunder and thereunder have been duly authorized by all necessary corporate action by the Sellers and the board of the Company, and no other proceedings on the part of the Company are necessary to authorize such execution, delivery and performance. This Agreement and each of the Ancillary Agreements to which it will be a party have been duly executed by the Company and constitutes its valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.6. Capitalization and Related Matters; Equity Investments; Indebtedness.

(a) Schedule 5.6(a) sets forth the authorized, issued and outstanding Company Shares. The Persons set forth on Schedule 5.6(a) are the sole record, legal and beneficial owners of all of the issued and outstanding equity interests of the Company, free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law). The Company does not have any Subsidiaries and does not, directly or indirectly own, or hold any rights to acquire, any capital stock or any other securities, interests or investments in any Person (other than an FP Fund and, indirectly, the portfolio investments held by each FP Fund), except such securities, interests or investments held in the ordinary course of business.

(b) All of the Company Shares (i) have been duly authorized and validly issued and are, as applicable, fully paid and nonassessable and (ii) were issued in compliance with all applicable federal and state securities and corporate laws. There are no securities convertible into or exchangeable for stock or any other equity or ownership interests, no rights to subscribe for or

to purchase or any options for the purchase of, and no agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, stock or any other equity or ownership interests, or any stock or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests, or phantom units or other equity-like instruments, of the Company (collectively, the "Company Equity Rights"). The Company does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter. No securities or other equity or ownership interests of the Company have been issued in violation of any rights, agreements, arrangements or commitments under any provision of Applicable Law, the Organizational Documents or any contract to which the Company is a party or by which the Company is bound.

5.7. Financial Statements. The Company has heretofore furnished to the Buyer copies of (a) the unaudited balance sheet of the Company as of December 31, 2018, together with the related unaudited statements of income, operations and members' capital for the year ended December 31, 2018 and the notes thereto and (b) the unaudited balance sheet of the Company as of the quarter ended September 30, 2019 (the "Interim Balance Sheet"), together with the related unaudited statements of income, operations and members' capital for the quarter ended September 30, 2019 (all such financial statements referred to in clauses (a) and (b) above, the "Company Financial Statements"). The Company Financial Statements (i) are correct and complete in all material respects, (ii) were prepared in accordance with GAAP, (iii) present fairly in all material respects the financial position, results of operations and changes in financial position of the Company as of such dates and for the periods then ended (subject, in the case of interim financial statements, to normal year-end adjustments and the absence of footnotes) and (iv) are prepared in accordance with the books of account and records of the Company in all material respects. The books of account and financial records of the Company are true and correct in all material respects and have been prepared and are maintained in accordance with sound accounting practice.

5.8. Absence of Certain Changes or Events. Except as set forth on Schedule 5.8, since the date of the Interim Balance Sheet,

(i) there has not been any Company Material Adverse Effect;

(ii) the Company has in all material respects conducted its business only in the ordinary course consistent with past practice; and

(iii) the Company has not taken any action that would, if it were to occur after the date hereof, require the consent of the Buyer under Section 8.1.

5.9. Tax Matters.

(a) The Company has filed (taking into account all extensions of time to file) all U.S. federal and state income Tax Returns and all other material Tax Returns that it was required to file, and all such Tax Returns are true, correct, and complete in all material respects. All material Taxes due and owing by the Company (whether or not shown on any Tax Return) have been paid, except to the extent such amounts are being contested in good faith and have been

adequately accrued and reserved against and entered on the books of the Company. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return. No written claim has been made within the past three (3) years by a Taxing Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction. There are no material Liens for Taxes (other than Permitted Liens) upon any of the assets of the Company. The Company has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and filed.

(b) There is no material dispute or claim concerning any Tax liability of the Company for which the Company has not made adequate provisions either (i) claimed or raised by any Taxing Authority in writing or (ii) to the Knowledge of the Company.

(c) The Company (i) has not been a member of an affiliated group filing a consolidated U.S. federal income Tax Return and (ii) does not have any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law) or as a transferee or successor by contract or Applicable Law.

(d) The Company is and has been at all times since February 18, 2005 a validly-electing "S corporation", within the meaning of Section 1361(a)(1) of the Code. The Company has no liability for any Tax under Section 1374 of the Code or any corresponding or similar provisions of state or local Applicable Law.

(e) The Company is not a party to or bound by any Tax allocation or Tax sharing agreement (other than an agreement entered into in the ordinary course of business not primarily related to Taxes and under which the Company does not have any material liability for Taxes).

(f) The Company holds no direct or indirect interest classified as equity for U. S. federal income tax purposes in any other Person.

(g) Each reference to the Company in this Section 5.9 shall include references to any Person which merged with and into or liquidated into the Company (or for which the Company could have any transferee or successor liability).

5.10. Absence of Undisclosed Liabilities.

(a) Except as set forth in Schedule 5.10, the Company does not have any liabilities of the type that would be required under GAAP to be reflected or reserved against on a balance sheet, other than: (a) liabilities set forth, disclosed, reflected or reserved for in the Company Financial Statements or (b) liabilities incurred by the Company after the date of the Interim Balance Sheet in the ordinary course of business consistent with past practice that would not reasonably be expected, individually or in the aggregate, to (x) be material to the Company, taken as a whole, or (y) have a material adverse effect on the Company's ability to consummate the transactions contemplated hereby or perform its obligations hereunder.

(b) Except as set forth in Schedule 5.10, the Company has not entered into any undertaking, guarantee or similar agreement on behalf of any GP Entity, Seller, any present or former employee, officer, or director of the Company in respect of the any capital commitment, capital contribution, return obligation (including in respect of capital contributions or "clawback" of carried interest) or other payment owed by such GP Entity, Seller or present or former employee officer or director of the Company.

5.11. Leases.

(a) The Company does not own any real property. Schedule 5.11(a) sets forth a list of all leases, licenses, permits, subleases and occupancy agreements, together with all amendments thereto, with respect to all real property in which the Company has a leasehold interest, whether as lessor or lessee (each, a "Lease" and collectively, the "Leases" and the real property of which the Company is a lessee is referred to herein as the "Leased Real Property"). The Company holds a valid leasehold or, as applicable, licensed interest in the Leased Real Property, free and clear of all Liens, other than Permitted Liens. The Company has not leased, subleased, assigned, licensed or otherwise granted to any Person the right to use or occupy any portion of the Leased Real Property. All Leases shall remain valid and binding in accordance with their terms following the Closing.

(b) No party to any Lease has given the Company written notice of, or made a written claim with respect to, any breach or default, and, to the Knowledge of the Company, no event has occurred or circumstances exist which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under such Lease.

5.12. Assets.

(a) The Company has good and marketable title, free and clear of any Liens other than Permitted Liens, to, or a valid leasehold interest under enforceable leases, licenses or similar agreement in, all of the assets of the Company reflected in the Interim Balance Sheet or acquired after the date of the Interim Balance Sheet, in all material respects, except (a) to the extent the enforceability of any such leases or other agreement may be limited by general principles of equity (whether considered in a proceeding at law or in equity), (b) for assets that have been sold or otherwise disposed of since the date of the Interim Balance Sheet in the ordinary course of business, and (c) the Performance Records (which are addressed in clause (b) below). All tangible assets owned or leased by the Company have been maintained in all material respects in accordance with generally accepted industry practice, are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put.

(b) Except as set forth on Schedule 5.12(b), the Company exclusively owns or otherwise has an exclusive, irrevocable and legally enforceable right, on a royalty-free basis, to perpetually use all performance records of the Company and any Advisory Client or composites of performance records of multiple Advisory Clients, including all data and other information underlying and supporting such records (collectively, "Performance Records").

5.13. Intellectual Property.

(a) Schedule 5.13(a) sets forth a true, accurate and complete list of (i) all registered trademarks, (ii) all patents, (iii) all registered copyrights and (iv) all applications for the foregoing (collectively, "Listed Intellectual Property"), owned by the Company, in each case listing, as applicable, (A) the name of the applicant or registrant and current owner, (B) the date of application or issuance, (C) the jurisdiction where the application or registration is located, and (D) the application or registration number. The Company exclusively owns all right, title and interest in the Listed Intellectual Property, free and clear of all Liens other than Permitted Liens, and all Listed Intellectual Property is subsisting and valid and enforceable.

(b) No present or former employee, officer, or director of the Company, or agent or outside contractor or consultant of the Company, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Company IP.

(c) To the Knowledge of the Company, there are no conflicts with, or infringements, misappropriations or violations of, any Intellectual Property owned or purported to be owned by the Company, including the Listed Intellectual Property (collectively, "Company IP") by any third party. The business conducted by the Company does not conflict with, infringe, misappropriate or otherwise violate any intellectual property or other proprietary right of any third party. There is no Action pending or, to the Knowledge of the Company, threatened against the Company: (i) alleging any such conflict with, or infringement, misappropriation or other violation of any third party's intellectual property or other proprietary rights; or (ii) challenging the ownership or use by the Company, or the validity or enforceability, of any Company IP.

(d) The collection and dissemination of personal customer information by the Company in connection with the Business has been conducted in all material respects in accordance with all Applicable Laws relating to privacy, data security and data protection, and all applicable privacy policies adopted by the Company.

5.14. Licenses and Permits. Schedule 5.14 sets forth a true and complete list of all material licenses, permits, franchises, authorizations, approvals, exemption orders and no-action letters issued or granted to the Company by any Governmental Entity (the "Licenses and Permits"), and all pending applications therefor. Each License and Permit has been duly obtained, is valid and in full force and effect. No operations of the Company are being conducted in a manner that violates in any material respect any of the terms or conditions under which any License and Permit was granted. The Company will continue to have the use and benefit of all Licenses and Permits following the consummation of the transactions contemplated hereby. No License or Permit is held in the name of any employee, officer, director, stockholder, agent or otherwise on behalf of the Company.

5.15. Compliance with Law.

(a) The FP Organization has complied since January 1, 2015, and is in compliance with (i) all Applicable Laws, (ii) all Applicable Securities Laws with respect to the business or affairs or properties or assets of the Company or the business or affairs of the GP Entities and the FP Funds (collectively, "Investment Laws and Regulations"), and (iii) all

Applicable Laws relating to anti-bribery, anti-corruption, anti-money laundering matters and anti-terrorism financing, except, in each case under clauses (i)-(iii), where any noncompliance would not reasonably be expected to be material to the Company, taken as a whole. Since January 1, 2015, the FP Organization has not received notice of any violation of any such law, regulation, order or other legal requirement, and the FP Organization is not in default in any material respect with respect to any order, writ, judgment, award, injunction or decree of any court or other Governmental Entity, applicable to any of its assets, properties or operations relating to the business or affairs of the Company or the transactions contemplated by this Agreement or which would, or would reasonably be expected to, give rise to an affirmative answer to any of the questions in Item 11, Part 1 or Item 9, Part 2A of the Form ADV of the Company.

(b) (i) Neither the FP Organization nor any of the officers, managers, directors, or employees of FP Organization have been the subject of any investigations or disciplinary proceedings or orders of any Governmental Entity arising under Applicable Securities Laws, including, without limitation, the Investment Laws and Regulations, which would be required to be disclosed on Form ADV, or related to any laws and regulations applicable to anti-bribery, anti-corruption, anti-money laundering matters and anti-terrorism financing, and no such disciplinary proceeding or order is pending or, to the Knowledge of the Company, threatened; (ii) neither FP Organization nor any of the officers, managers, directors, or employees of the FP Organization have been permanently enjoined by the order, judgment or decree of any court or other Governmental Entity from engaging in or continuing any conduct or practice in connection with any activity; and (iii) none of the FP Organization or any other Person "associated" (as defined under the Advisers Act or its equivalent under any Applicable Law) with the Company has been subject to, or has engaged in or been found to have engaged in conduct that could lead to, a disqualification pursuant to Section 203(e) or 203(f) of the Advisers Act (or its equivalent under any Applicable Laws) to serve as an investment adviser or as an associated Person of a registered investment adviser nor is there any basis for such disqualification.

(c) This Section 5.15 does not relate to (i) ERISA or other laws regarding employee benefit matters, which are governed exclusively by Section 5.18, (ii) employment and labor matters, which are governed exclusively by Section 5.19, (iii) Environmental Laws, which are governed exclusively by Section 5.22 or (iv) Tax matters, which are governed exclusively by Section 5.9.

5.16. Litigation; Orders.

(a) As of the date hereof, there are no (i) claims, actions, suits, inquiries, audits, proceedings, or investigations (each, an "Action") that are current, pending or, to the Knowledge of the Company, threatened, before any court, Governmental Entity or arbitrator of any nature, brought by or against the FP Organization or any officer, manager, director or employee of the FP Organization involving or relating to the FP Organization or that challenge the validity or enforceability of this Agreement or any Ancillary Agreement or that seeks to enjoin or prohibit the consummation of the transactions contemplated hereby or thereby or (ii) injunctions, orders, decrees, awards or judgments issued by any court, Governmental Entity or arbitrator, or settlement agreements, consent agreements, memoranda of understanding or disciplinary agreements with any Governmental Entity to which the FP Organization or any officer, manager, director or employee of the FP Organization is subject involving or relating to the FP Organization that would

prevent or materially delay the consummation of the transactions contemplated by this Agreement. There is no Action pending, or to the Knowledge of the Company, threatened, relating to the termination of, or limitation of, the Company's rights under its registration under the Advisers Act as an investment adviser or any similar or related rights under any registrations or qualifications with various self-regulatory bodies, states or other jurisdictions or under any other Investment Laws and Regulations.

(b) This Section 5.16 does not relate to (i) ERISA or other laws regarding employee benefit matters, which are governed exclusively by Section 5.18, (ii) employment and labor matters, which are governed exclusively by Section 5.19, (iii) Environmental Laws, which are governed exclusively by Section 5.22 or (iv) Tax matters, which are governed exclusively by Section 5.9.

5.17. Contracts. Schedule 5.17 sets forth a complete and correct list of all Material Contracts (as defined below), other than Portfolio Contracts.

(a) Each Material Contract is valid, binding and enforceable against the Company and/or the GP Entity party thereto, as applicable, and, to the Knowledge of the Company, the other party(ies) thereto in accordance with its terms, and in full force and effect. The Company is not in material default under any Material Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default. To the Knowledge of the Company, no other party to any Material Contract is in material default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default. The Company has delivered to the Buyer true and complete originals or copies of all written Material Contracts with all material amendments, waivers or other changes thereto.

(b) A "Material Contract" means any agreement, contract or commitment, oral or written, to which the Company is a party or by which the Company is bound, excluding any Plans and any Portfolio Contracts, in each case as in effect on the date hereof, constituting:

(i) a mortgage, indenture, security agreement, guaranty, "keep well," comfort letter, pledge and other agreement or instrument relating to the borrowing of money or extension of credit;

(ii) a joint venture, partnership, strategic alliance, limited liability company agreement or similar agreement (other than any such agreement entered into in connection with an investment made in the ordinary course of business);

(iii) an Investment Contract, whether or not the Company is a party or by which it is bound;

(iv) any agreement that contains a non-competition covenant which purports to limit in any respect (i) the manner in which, or the localities in which, the Business may be conducted or (ii) the ability of the Company to provide any type of service or use or develop any type of product, in each case, that is material to the Business, taken as a whole;

(v) any agreement pertaining to the Intellectual Property or to the right of the Company to use the Intellectual Property or other proprietary rights of any third party, other than agreements for off-the-shelf or similar commercially available non-custom software;

(vi) any agreement in which a broker, finder or similar intermediary is entitled to any broker's, finder's or similar fee or other commission with respect to any Investment Contract, or any other distribution agreement;

(vii) any agreement that creates future or potential payment obligations in excess of $100,000 in any calendar year and which by its terms does not terminate or is not terminable without penalty upon notice of sixty (60) days or less;

(viii) any agreement that provides for earn-outs or other similar deferred or contingent purchase price obligations;

(ix) any agreement relating to any (A) pending acquisition or disposition of any business or Person by the Company, or (B) completed acquisition or disposition of any business or Person (whether by purchase, merger, consolidation or otherwise) by the Company with material surviving obligations thereunder on the part of the Company;

(x) any agreement providing for future payments or the acceleration or vesting of payments that are conditioned, in whole or in part, on a change in control of the Company;

(xi) any Affiliate Contract;

(xii) any lease or agreement under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rent exceeds $150,000 (other than a Lease);

(xiii) any lease or agreement under which it is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rent exceeds $25,000;

(xiv) any contract or agreement with any Governmental Entity; or

(xv) any contract or agreement that contains any of the following rights provided to any investor or any number of investors in an FP Fund: (A) optional redemption rights, (B) capacity rights, (C) designation rights regarding advisory boards or similar provisions, (D) preemptive rights, (E) special notice or reporting requirements or (F) early termination or "no fault" termination rights.

5.18. Employee Plans.

(a) As used herein, "Plans" collectively refers to all "employee benefit plans" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and all other bonus, profit sharing, compensation, pension, provident fund or retirement benefit, severance, savings, deferred compensation, fringe benefit, insurance, welfare, post-retirement health or

welfare benefit, health, life, stock option, stock purchase, restricted stock, phantom stock, tuition refund, service award, company car, scholarship, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, holiday, termination, unemployment, individual employment, consulting, executive compensation, incentive, commission, retention, change in control, non-competition, or other benefit plans, agreements, policies, trust funds, or other arrangements (whether written or unwritten, insured or self-insured) established, maintained, sponsored, or contributed to (or with respect to which any obligation to contribute has been undertaken) by the Company on behalf of any employee, officer, director, or consultant of the Company (whether current, former or retired) or any of their dependents, spouses, or beneficiaries or under which the Company has or would reasonably be expected to incur any liability, contingent or otherwise. Schedule 5.18(a) sets forth an accurate and complete list of all material Plans. True and complete copies of each Plan (or written descriptions of all material terms of any unwritten Plan) have been made available to the Buyer prior to the date hereof. With respect to each Plan, the Sellers have also furnished to the Buyer, as applicable: (i) a copy of each trust or other funding arrangement, (ii) each summary plan description and summary of material modifications, (iii) the two (2) most recently filed IRS Form 5500s, (iv) the most recently received IRS determination letter for each such Plan, and (v) the most recently prepared actuarial report and financial statements in connection with each such Plan. The Company does not have any express or implied commitment (A) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement, (B) to enter into any contract to provide compensation or benefits to any individual or (C) to modify, change or terminate any Plan, other than with respect to a modification, change or termination required by ERISA or the Code.

(b) With respect to each Plan, (i) each Plan is now and has been established, maintained, funded and administered in all material respects in accordance with its terms, and in compliance in all material respects with Applicable Law and has been duly registered to the extent relevant if required by Applicable Law; (ii) except as would not reasonably be expected to result in a material liability, there are no pending or, to the Knowledge of the Company, threatened actions, audits, investigations, claims or lawsuits against or relating to any Plan or any trust or fiduciary thereof (other than routine benefits claims) and, to the Knowledge of the Company, no fact or event exists that would give rise to any such action, audit, investigation, claim or lawsuit; (iii) each Plan intended to be qualified under Section 401(a) of the Code has received, or timely requested, a favorable determination, or may rely upon a favorable opinion letter, from the IRS that it is so qualified and, to the Knowledge of the Company, nothing has occurred since the date of such letter that would reasonably be expected to adversely affect the qualified status of such Plan; and (iv) all material payments required to be made by the Company under any Plan or by Applicable Law have been timely made or properly accrued in accordance with the provisions of each Plan and Applicable Law.

(c) No Plan is subject to Section 412, 430 or 4971 of the Code or Section 302 or Title IV of ERISA. Neither the Company nor any corporation, trade, business, or entity that would be deemed a “single employer” with the Company within the meaning of Section 414(b) or (c) of the Code or Section 4001 of ERISA or, solely for purposes of Section 412 of the Code, Section 414(m) or (o) of the Code (each, an “ERISA Affiliate”), or any of their respective predecessors has contributed to, contributes to, has been required to contribute to, or otherwise participated in or participates in or in any way has any material liability (whether actual or contingent), directly or indirectly, with respect to any plan subject to Section 412, 430 or 4971 of

the Code or Section 302 or Title IV of ERISA. No event has occurred and no condition exists with respect to any Plan that would subject the Company by reason of its affiliation with any current or former ERISA Affiliate to any material (i) Tax, penalty or fine, (ii) Lien or (iii) other material liability imposed by Applicable Law. No Plan provides retiree health, disability or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA, any other Applicable Law or at the full expense of the participant or the participant's beneficiary. Each of the Plans is maintained in the United States and is subject only to the Laws of the United States or a political subdivision thereof.

(d) No "prohibited transaction" under Section 4975 of the Code or Sections 406 and 407 of ERISA, not otherwise exempt under the Code or ERISA, has occurred with respect to any Plan.

(e) Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any severance or other payment becoming due, or increase the amount of any compensation or benefits due, to any current or former employee, officer, director, or consultant of the Company; (ii) limit or restrict the right of the Company to merge, amend or terminate any Plan; (iii) result in the acceleration of the time of payment or vesting, or result in any payment or funding (through a grantor trust or otherwise) of any such compensation or benefits under, or increase the amount of compensation or benefits due under, any Plan; or (iv) result in any payment (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G -1) that would reasonably be construed, individually or in combination with any other such payment, to constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code). No Person is entitled to receive any additional payment (including any tax gross-up or other payment) from the Company as a result of the imposition of the excise taxes required by Section 4999 of the Code or any Taxes required by Section 409A of the Code.

(f) The Company and its ERISA Affiliates do not maintain any Plan which is a "group health plan," as such term is defined in Section 5000(b)(1) of the Code, that has not been administered and operated in all respects in compliance with the applicable requirements of the Patient Protection and Affordable Care Act, as amended, Section 601 of ERISA, Section 4980B(b) of the Code and the applicable provisions of the Health Insurance Portability and Accountability Act of 1986. The Company is not subject to any liability, including additional contributions, assessable payments, fines, penalties or loss of tax deduction as a result of such administration and operation.

(g) With respect to each Plan that is a "nonqualified deferred compensation plan" (as defined for purposes of Section 409A(d)(1) of the Code), such plan or arrangement has been maintained and operated in compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder to the extent such plan or arrangement is subject to Section 409A of the Code and so as to avoid any tax, interest or penalty thereunder.

5.19. Labor Matters.

(a) Except as set forth in Schedule 5.19(a), the Company is not a party to any collective bargaining agreement or other labor union contract applicable to the employees and there are not any, and during the past five years (5) have been no, activities or proceedings of any labor union to organize any of the employees pending or under discussion with any labor organization or group of employees of the Company. The Company is not engaged in any unfair labor practice, as defined in the National Labor Relations Act. There is no unfair labor practice charge or complaint pending, or to the Knowledge of the Company threatened, before any applicable Governmental Entity relating to the Company.

(b) There is no labor strike, slowdown or work stoppage or lockout pending or, to the Knowledge of the Company, threatened against or affecting the Company, and the Company has not experienced any strike, slowdown or work stoppage, lockout or other collective labor action by or with respect to the employees in the past five (5) years.

(c) The Company is and during the past five (5) years has been in compliance in all material respects with all Applicable Laws relating to employment and employment practices, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, and classification of employees, consultants and independent contractors.

(d) The Company has not received any written notice from any national, state, local or foreign agency or Governmental Entity responsible for the enforcement of labor or employment laws of an intention to conduct an investigation of the Company and to the Knowledge of the Company, no such investigation is in progress. The Company is not a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Entity relating to employees or employment practices.

5.20. Insurance. Schedule 5.20 lists each insurance policy maintained by the Company. As of the date hereof, all such policies are in full force and effect and no application therefor included a material misstatement or omission. All premiums with respect thereto have been paid to the extent due. The Company is not in default in any material respect under any provisions of any such policy of insurance nor has the Company received notice of cancellation of any such insurance. No claim currently is pending under any such policy involving an amount in excess of $25,000. All material insurable risks in respect of the business and assets of the Company are covered by such insurance policies. The consummation of the transactions contemplated by this Agreement and the Ancillary Agreements will not cause a cancellation or reduction in the coverage of such policies.

5.21. Transactions with Directors, Officers, Members and Affiliates. Schedule 5.21 lists each Affiliate Contract. No Seller or employee of the Company, or any immediate family member or Affiliate of any Seller, (a) owns any direct or indirect interest in (other than through ownership of the Company set forth in Schedule 5.6) (i) any asset or other property used in or held for use in the Business or (ii) any consultant, service provider, supplier, customer, landlord, tenant, creditor or debtor of or to the Company or the Business; (b) serves as a trustee, officer, director or employee of any investment in which an FP Fund has an interest (other than in the capacity as a member of the advisory board or similar committee); or (c) has any loan outstanding from, or is otherwise a

debtor of, or has any loan outstanding to, or is otherwise a creditor of, the Company or the Business or any investment in which an FP Fund has an interest. Ownership of less than 5% of a class of securities of a Person that is publicly traded shall not be deemed to be an interest for purpose of this Section 5.21.

5.22. Environmental Matters. The Company holds all licenses, permits and other authorizations required under all Applicable Laws, regulations and other requirements of governmental or regulatory authorities relating to pollution (or the cleanup thereof), to the protection of natural resources, endangered or threatened species, the environment or human health and safety or to the presence or handling of or exposure to hazardous substances ("Environmental Laws") to operate at the Leased Real Property and to carry on its Business as now conducted, except as would not reasonably be expected to be material to the Company, taken as a whole, and is in compliance in all material respects with all Environmental Laws and with all such licenses, permits and authorizations.

5.23. Investment Adviser Activities.

(a) The Company is duly registered with the SEC as an investment adviser and with all other applicable Governmental Entities as an investment adviser to the extent required by Applicable Law, unless the failure to be so duly registered would not reasonably be expected to be material to the Business. Except for this registration, none of the Sellers, the Company, the GP Entities or any of the Company's officers, managers, directors or employees is, or is required to be, registered or appointed as an "investment adviser" or "investment adviser representative" under Applicable Law. Each such registration is in full force and effect.

(b) The Company (i) is not and has not been a "broker-dealer" within the meaning of the Exchange Act and (ii) is not and has not been required to be registered, licensed or qualified as a broker-dealer under the Exchange Act or any other Applicable Law.

(c) Neither the Company nor, to the Knowledge of the Company, any officer, manager, director, or employee thereof is, or since January 1, 2015 has been, required to be registered (i) in any jurisdiction or with the SEC or any other Governmental Entity as a broker-dealer, broker-dealer agent, registered representative, sales person or transfer agent or (ii) with the Commodity Futures Trading Commission as a "commodity pool operator" (as defined in the CEA) or a "commodity trading advisor" (as defined in the CEA).

(d) To the Knowledge of the Company, no employee of the Company conducts investment management or investment advisory or sub-advisory activities except (i) as part of his or her employment with the Company, (ii) managing his or her own investments or the investments of family members (including as an executor or similar agent), including as permitted by the family office exemption pursuant to Rule 202(a)(11)(G)-1 under the Advisers Act, or (iii) on behalf of charitable organizations as a member of a board or committee for which no compensation is paid.

(e) There is no open-end investment company, closed-end investment company, unit investment trust, business development company or other collective investment vehicle registered or, to the Knowledge of the Company, required to be registered under the Investment Company Act to which, or on whose behalf, the Company acts, or has acted, as investment adviser, sub-adviser, sponsor or distributor or otherwise provides or provided investment management or advisory services, or, additionally, in the case of any open-end investment company, acts or acted as principal underwriter.

(f) No Advisory Client is a "benefit plan investor" within the meaning of Section 3(42) of ERISA or an entity or account the assets of which constitute "plan assets" for purposes of ERISA or Section 4975 of the Code.

5.24. Clients and Investment Contracts.

(a) Schedule 5.24 lists each Person to whom the Company provides any Investment Management Services, including, without limitation, the FP Funds (each, an "Advisory Client" and, collectively, the "Advisory Clients"). Schedule 5.24 also identifies whether such Advisory Client is an FP Fund or other type of Advisory Client (e.g., separate account client) and lists (i) the domicile of such Advisory Client, and (ii) whether such Advisory Client is a Related Client. Additionally, in the case of each FP Fund, Schedule 5.24 shall (x) set forth the aggregate capital commitments, the aggregate contributed capital, the aggregate capital account value as of the quarter end preceding the date hereof, the aggregate remaining capital commitments and the management fee schedule in effect (including any applicable management fee waivers or discounts), and (y) identify the name of each investor in the FP Funds.

(b) Each Investment Contract has been performed in accordance with its terms, the Advisers Act and all other Applicable Laws by the Company, except, in each case, as would not reasonably be expected to be material to the Business. No Advisory Client or investor in any Advisory Client is in default of any obligation (including any economic obligation) under any of its Investment Contracts or any Investment Contract in respect of the Company, except for such defaults as would not reasonably be expected to be material to the Business. No subscription agreement materially alters the material terms of any Investment Contract.

(c) As of the date of this Agreement, the Company has not received notice from any Advisory Client of such Advisory Client's intent to terminate its Investment Contract, to engage in negotiations to amend the terms and conditions of its Investment Contract, or to withdraw assets from the Company's management, in each case other than in the ordinary course of business.

5.25. Code of Ethics; Compliance Procedures; Compliance.

(a) The Company has adopted (and since January 1, 2015 has maintained at all times required by Applicable Law) (i) a written code of ethics, as required by Rule 204A-1 under the Advisers Act, (ii) a written policy regarding insider trading and the protection of material non-public information, (iii) policies and procedures with respect to the protection of non-public personal information about customers, clients and other third parties designed to assure compliance with Applicable Law, (iv) a proxy voting policy as required by Rule 206(4)-6 under the Advisers Act, (v) anti-money laundering and customer identification programs in compliance with Applicable Law, (vi) policies and procedures with respect to business continuity plans in the event of business disruptions, (vii) policies and procedures for the allocation of investments purchased for its clients and (viii) all other policies and procedures pursuant to Rule 206(4)-7 under the

Advisers Act (all of the foregoing policies and procedures being referred to collectively as "Adviser Compliance Policies"), and has designated and approved a chief compliance officer. To the Knowledge of the Company, there have been no material violations or allegations of material violations of the Adviser Compliance Policies. True and correct copies of the Adviser Compliance Policies have been delivered to the Buyer prior to the date hereof.

(b) The Company has conducted an oral or written review of the adequacy of such Adviser Compliance Policies for each 12-month period ended December 31 from 2015 through 2019 and the Company has determined, based upon such reviews, that the Adviser Compliance Policies have been effectively implemented in all material respects and in accordance with Applicable Law.

(c) Neither the Company nor, to the Knowledge of the Company, any of the persons associated with the Company as specified in Section 506 of Regulation D under the Securities Act are subject to any of the disqualifying events listed in Section 506.

(d) Since January 1, 2015, no FP Organization and, to the Knowledge of the Company, no director, trustee, officer or employee of any FP Organization, has used any funds for campaign contributions that would cause the Company to be in violation of Rule 206(4)-5 of the Advisers Act.

5.26. Form ADV. The Company has made available to the Buyer a copy (current as of the date of this Agreement) of the Company's Form ADV Parts 1, 2A and 2B, as filed with the SEC or delivered to Advisory Clients, as applicable. Except as set forth in Schedule 5.26, as of the date of each filing, amendment or delivery, as applicable, each part of each such Form ADV was accurate and correct in all material respects, did not omit to state a fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and complied in all material respects with Applicable Law.

5.27. Additional Representations and Warranties Regarding the FP Funds.

(a) Since its inception, no FP Fund has (i) been required to register as an investment company under the Investment Company Act or (ii) issued or had outstanding any shares or other equity interests that are registered or required to be registered under the Securities Act, the Exchange Act or any comparable regulatory regimes. No FP Fund is advised by any Person serving in the capacity of primary adviser, sub-adviser or any other advisory role to such FP Fund other than the Company.

(b) As to each FP Fund, there has been in full force and effect an Investment Contract at all times that the Company was performing investment management, advisory or sub-advisory or similar services for such FP Fund. Each Investment Contract pursuant to which the Company has received compensation respecting its activities in connection with any of the FP Funds was duly approved and performed in all material respects in accordance with the applicable organizational documents and Applicable Law. The Company has provided to Buyer prior to the date hereof true and complete copies of each Investment Contract and all side letters with any investor in an FP Fund.

(c) Each FP Fund has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority. Each FP Fund is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so under Applicable Law, except for any failure to be so qualified, licensed or registered that would not reasonably be expected to have, individually, a material adverse effect on the Company, taken as a whole. All outstanding shares, units or interests of each FP Fund (i) have been issued, offered and sold in compliance with Applicable Law in all material respects and (ii) have been duly authorized and validly issued and are fully paid (other than with respect to any unfunded capital commitments that may be called by the relevant GP Entity of such FP Fund pursuant to the limited partnership agreement or limited liability company agreement (or equivalent) of such FP Fund) and (if applicable) non-assessable.

(d) Each FP Fund currently is, and has been since its inception, operated in compliance in all material respects with the terms of its Investment Contracts. Each FP Fund is in material compliance with the terms governing each of its underlying investments (including, without limitation, in respect of compliance with any applicable reporting and confidentiality provisions). No FP Fund is in default with respect to any obligations to contribute capital to such underlying investments. Schedule 5.27(d) sets out for each FP Fund a schedule of investments including cost, current value, and remaining commitment for each investment.

(e) There are no material consent judgments or judicial orders on or with regard to any of the FP Funds.

(f) The Company has provided to Buyer prior to the date hereof true and complete copies of the audited financial statements, prepared in accordance with GAAP or in conformity with the accounting principles established by the SBIC Act, as applicable, of each of the FP Funds, for the three (3) fiscal years ending December 31, 2018, December 31, 2017 and December 31, 2016 (each hereinafter referred to as a "FP Fund Financial Statement"). Each of the FP Fund Financial Statements is consistent with the books and records of the related FP Fund, and presents fairly in all material respects the consolidated financial position of the FP Fund in accordance with GAAP or the accounting principles established by the SBIC Act, as applicable, applied on a consistent basis (except as otherwise noted therein) at the respective date of such FP Fund Financial Statement and the results of operations and cash flows for the respective periods indicated. The FP Fund Financial Statements reflect and disclose all material changes in accounting principles and practices adopted by each of the FP Funds during the periods covered by each FP Fund Financial Statement.

(g) Except as described in Schedule 5.27(g), no FP Fund has at any time been terminated, or has had its investment operations (including such FP Fund's ability to call or recycle capital for investment purposes) suspended or terminated, prior to the end of its stated term or had its management, investment management or investment advisory function transferred away from the Company.

(h) Schedule 5.27(h) lists the Indebtedness of each FP Fund. Each FP Fund is in material compliance with, and since January 1, 2015 has not been in default under, any Indebtedness.

(i) No intermediary, placement agent, distributor or solicitor has unlawfully marketed any of the services of any FP Fund or unlawfully marketed or sold any interest in any FP Fund, and there are no outstanding claims against the Company or any FP Fund with respect to such marketing or sale.

(j) Except for such failures which, individually or in the aggregate, would not reasonably be expected to be material to the Business: each FP Fund and GP Entity (and the Company on behalf of each FP Fund and GP Entity) is in compliance with, and has since January 1, 2015 complied with the privacy rules and applicable regulations promulgated under the Gramm-Leach-Bliley Act, including the giving of any required notices to investors in each of the FP Funds.

(k) All Performance Records and private placement memoranda containing Performance Records provided, presented or made available by the Company to any Advisory Client or any actual or potential investor in any FP Fund have, to the Knowledge of the Company, (i) complied with Applicable Law in all material respects and (ii) did not at the time they were so provided, presented or made available contain any untrue statement of a fact or, solely with respect to any private placement memoranda containing Performance Records, omit to state a fact required to be stated in them or necessary to make the statements in them, in light of the circumstances under which they were made, not misleading. The Company maintains all documentation necessary to form a basis for, demonstrate or recreate the calculation of the performance or rate of return of all accounts that are included in the Performance Records as required by Applicable Law.

(l) Five Points Capital Partners IV, L.P. was granted a license to operate as a "small business investment company" (an "SBIC") under the provisions of Section 301(c) of the SBIC Act, and is an SBIC in good standing under and in material compliance with the provisions of the SBIC Act.

(m) Five Points Mezzanine Fund III, L.P. was granted a license to operate as an SBIC under the provisions of Section 301(c) of the SBIC Act, and is an SBIC in good standing under and in material compliance with the provisions of the SBIC Act.

(n) BB&T Capital Partners Mezzanine Fund II, L.P. was granted a license to operate as an SBIC under the provisions of Section 301(c) of the SBIC Act, and is an SBIC in good standing under and in material compliance with the provisions of the SBIC Act.

(o) BB&T Capital Partners II, LLC was granted a license to operate as an SBIC under the provisions of Section 301(c) of the SBIC Act, and is an SBIC in good standing under and in material compliance with the provisions of the SBIC Act.

(p) BB&T Capital Partners, LLC was granted a license to operate as an SBIC under the provisions of Section 301(c) of the SBIC Act, and is an SBIC in good standing under and in material compliance with the provisions of the SBIC Act.

5.28. No Brokers. Other than Silver Lane Advisors, LLC, no broker, finder or similar intermediary has acted for or on behalf of, or is entitled to any broker's, finder's or similar fee or other commission from the Company in connection with this Agreement or the transactions contemplated hereby.

5.29. Regulatory Reports; Filings. Since January 1, 2015, the Company has filed, on a timely basis, Form ADV and all other required regulatory reports, schedules, forms, registrations and other documents in each case that are material to the FP Organization, as applicable, together with any amendments required to be made with respect thereto with (i) the SEC, (ii) any applicable domestic or foreign industry self-regulatory organization ("SRO"), and (iii) all other applicable federal, state or foreign governmental or regulatory agencies or authorities (collectively with the SEC and the SROs, "Regulatory Agencies"), and has paid all fees and assessments due and payable in connection therewith. Except for routine examinations conducted by a Regulatory Agency in the regular course of the business of the Company or as set forth on Schedule 5.29, no Regulatory Agency has initiated, or threatened to initiate, any material proceeding or, to the Knowledge of the Company, material investigation or inquiry into the business or operations of the Company. There is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations of the Company, in each case that is material to the Company.

5.30. Additional Representations and Warranties Regarding the GP Entities.

(a) Each GP Entity has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority. Each GP Entity is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so under Applicable Law, except for any failure to be so qualified, licensed or registered that would not reasonably be expected to have, individually, a material adverse effect on the Company, taken as a whole. All outstanding shares, units or interests of each GP Entity (i) have been issued, offered and sold in compliance with Applicable Law in all material respects and (ii) have been duly authorized and validly issued and are fully paid and non-assessable.

(b) No GP Entity is in default or breach under any FP Fund governing documents with respect to any obligations to contribute or return capital to any FP Fund, including with respect to any capital commitment, capital contribution, "giveback," "clawback" or other funding/return obligation.

(c) Except as set forth on Schedule 5.30, since January 1, 2015, no Person has taken or failed to take any action that would: (i) suspend or terminate any management, investment advisory or similar agreement by and between the Company, on one hand, and any FP Fund, GP Entity or other advisory client on the other hand (including, for the avoidance of doubt, each Investment Contract), (ii) constitute grounds for removal of any GP Entity (or similar cessation of control) from such role under the governing documents of the applicable FP Fund, (iii) constitute grounds for suspension or early termination of any FP Fund's investment or commitment period or early termination or dissolution of the FP Fund or (iv) otherwise suspend, modify, reduce or waive the payment (whether direct or indirect) of management fees or similar remuneration otherwise payable to the Company by any FP Fund, GP Entity or other advisory client.

(d) There are no material consent judgments or judicial orders on or with regard to any of the GP Entities.

5.31. Exclusivity of Representations. The representations and warranties made by the Company in this Section 5 are the sole and exclusive representations and warranties made by the Company with respect to the Business, the Company, the GP Entities and/or the FP Funds (the Business, the Company, the GP Entities and the FP Funds referred to collectively as the "FP Organization") and otherwise in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Other than the representations and warranties set forth in this Section 5, the Company does not make any express or implied representation or warranty, and hereby disclaims any such express or implied representations or warranties with respect to the FP Organization, this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company, or the quality, quantity or condition of the Company assets). The Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company, and, in making its determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Company and the Sellers expressly and specifically set forth in Section 5 and Section 6, respectively, as qualified by the Schedules.

SECTION 6
ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Except as set forth in the Schedules (provided, that any information disclosed in one section of such Schedules shall be deemed to apply to each other section thereof to which its relevance is reasonably apparent on its face), each Seller hereby severally represents and warrants to the Buyer, solely on behalf of himself, herself or itself, as follows:

6.1. Capacity. Each such Seller has all requisite power, authority and legal capacity to enter into this Agreement and each of the Ancillary Agreements to which he or it will be a party and to carry out his or its obligations hereunder and thereunder. This Agreement and each of the Ancillary Agreements to which he or it will be a party have been duly executed by such Seller and constitutes his or its valid and binding obligation, enforceable against him or it in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.2. No Conflict or Violation. The execution, delivery and performance by such Seller of this Agreement does not and will not (a) in the case of a Seller that is not an individual, violate or conflict with any provision of the organizational documents of such Seller, (b) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, (c) result in the cancellation, modification, revocation or suspension of any of the Licenses and Permits or (d) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person

or otherwise adversely affect any rights of the Company under, or result in the creation of any Lien on any property, asset or right of the Company pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which such Seller is a party or by which it is bound or to which any of its properties, assets or rights are bound or affected, except, in the case of each of clauses (b), (c) and (d) under this Section 6.2, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated hereby.

6.3. Consents and Approvals. Except as listed in Section 5.4 or set forth on Schedule 5.4, no consent, notice, waiver, authorization or approval (a "Seller Consent") of any Governmental Entity, no material Seller Consent of any other Person and no declaration to or filing or registration with any Governmental Entity is required in connection with the execution and delivery of this Agreement by such Seller and the Ancillary Agreements to which such Seller will be a party, the performance by such Seller of his obligations hereunder or thereunder or the transactions contemplated by this Agreement and the Ancillary Agreements to which such Seller will be a party.

6.4. Title; Etc. Each such Seller is the record and beneficial owner of the Company Shares set forth opposite such Seller's name on Schedule 6.4, free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law or the Organizational Documents). Delivery by such Seller of the Company Shares to be conveyed by him will convey to the Buyer good and valid title to such Company Shares free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law or the Organizational Documents).

6.5. Litigation. As of the date of this Agreement, (a) there are no Actions pending or, to the knowledge of such Seller, threatened, before any court or Governmental Entity, or before any arbitrator of any nature, brought against such Seller, and (b) there is no injunction, order, judgment, decree or regulatory restriction imposed upon such Seller, that, in the case of clause (a) or clause (b), would (x) reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement or any Ancillary Agreement or to comply with his obligations hereunder or thereunder in a timely manner or (y) challenge the validity of the transactions contemplated by this Agreement.

6.6. No Brokers. No broker, finder or similar intermediary has acted for or on behalf of, or is entitled to any broker's, finder's or similar fee or other commission from such Seller in connection with this Agreement or the transactions contemplated hereby.

6.7. Exclusivity of Representations. The representations and warranties made by the Sellers in this Section 6 are the sole and exclusive representations and warranties made by the Sellers with respect to the FP Organization and otherwise in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Other than the representations and warranties set forth in this Section 6, no Seller makes any express or implied representation or warranty, and each Seller hereby disclaims any such express or implied representations or warranties with respect to such Seller, the FP Organization, this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including any

relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company, or the quality, quantity or condition of the Company assets). The Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company, and, in making its determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Company and the Sellers expressly and specifically set forth in Section 5 and Section 6, respectively, as qualified by the Schedules.

SECTION 7
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Sellers as follows:

7.1. Organization.

(a) The Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its properties and assets and to conduct its businesses as now conducted. Copies of the certificate of formation and limited liability company agreement of the Buyer, together with all amendments thereto existing as of the date hereof (the "Buyer Organizational Documents"), have been furnished to the Sellers, and such copies are accurate and complete as of the date hereof. The Buyer is not in violation of any of the provisions of its Buyer Organizational Documents.

(b) The Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its properties and assets and to conduct its businesses as now conducted. Copies of the certificate of incorporation and bylaws of the Guarantor, together with all amendments thereto existing as of the date hereof (the "Guarantor Organizational Documents"), have been furnished to the Sellers, and such copies are accurate and complete as of the date hereof. The Guarantor is not in violation of any of the provisions of its Guarantor Organizational Documents.

7.2. Authorization and Validity of Agreement.

(a) The Buyer has all requisite power and authority to enter into this Agreement and each of the Ancillary Agreements to which it will be a party and to carry out its obligations hereunder and thereunder. The execution and delivery by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary action by the Buyer, and no other proceedings on the part of the Buyer are necessary to authorize such execution, delivery and performance. This Agreement and each of the Ancillary Agreements to which it will be a party have been duly executed by the Buyer and constitute the Buyer's valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) The Guarantor has all requisite power and authority to enter into this Agreement and each of the Ancillary Agreements to which it will be a party and to carry out its obligations hereunder and thereunder. The execution and delivery by the Guarantor of this Agreement and each of the Ancillary Agreements to which it will be a party and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary action by the Guarantor, and no other proceedings on the part of the Guarantor are necessary to authorize such execution, delivery and performance. This Agreement and each of the Ancillary Agreements to which it will be a party have been duly executed by the Guarantor and constitute the Guarantor's valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

7.3. No Conflict or Violation.

(a) The execution, delivery and performance by the Buyer of this Agreement does not and will not (i) violate or conflict with any provision of the Buyer Organizational Documents, (ii) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of the Buyer under, or result in the creation of any Lien on any property, asset or right of the Buyer pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which the Buyer or any of its Subsidiaries or Affiliates are a party or by which any of them is bound or to which any of their properties, assets or rights are bound or affected, except, in all cases under this Section 7.3(a), as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Buyer to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance by the Guarantor of this Agreement does not and will not (i) violate or conflict with any provision of the Guarantor Organizational Documents, (ii) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of the Guarantor under, or result in the creation of any Lien on any property, asset or right of the Guarantor pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit,

franchise, instrument, obligation or other contract to which the Guarantor or any of its Subsidiaries or Affiliates are a party or by which any of them is bound or to which any of their properties, assets or rights are bound or affected, except, in all cases under this Section 7.3(b), as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Guarantor to consummate the transactions contemplated hereby.

7.4. Consents and Approvals. The execution, delivery and performance by the Buyer of this Agreement or the Ancillary Agreements to which the Buyer is a party does not require the consent or approval of, or filing with, any Governmental Entity or other entity or Person, except for such consents and filings, the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of the Buyer to consummate the transactions contemplated hereby.

7.5. Capitalization.

(a) On the date hereof, the Guarantor is, and on the Closing Date (except to the extent resulting from a Qualified Issuance or as set forth on Schedule 7.5(a)(i)), the Guarantor will be, the sole record, legal and beneficial owner of all of the issued and outstanding equity interests of the Buyer. On the date hereof, the Buyer does not, and on the Closing Date (except to the extent resulting from an acquisition or any related transactions thereto (including financing transactions) entered into after the date hereof or as set forth on Schedule 7.5(a)(ii)), the Buyer will not have any Subsidiaries. On the date hereof, the Buyer does not, and on the Closing Date (except to the extent resulting from an acquisition or any related transactions thereto (including financing transactions) entered into after the date hereof), the Buyer will not, directly or indirectly own, or hold any rights to acquire, any capital stock or any other securities, interests or investments in any Person, except such securities, interests or investments held in the ordinary course of business. The Series A Preferred Units to be issued at the Closing will be duly authorized, fully paid and nonassessable, except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act. On the date hereof and on the Closing Date (except to the extent resulting from an acquisition or any related transactions thereto (including financing transactions) entered into after the date hereof or as set forth on Schedule 7.5(a)(iii)), there are no securities convertible into or exchangeable for units or any other equity or ownership interests, no rights to subscribe for or to purchase or any options for the purchase of, and no agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, units or any other equity or ownership interests, or any stock or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests, or phantom units or other equity-like instruments, of the Buyer. On the date hereof, the Buyer does not, and on the Closing Date (except to the extent resulting from an acquisition or any related transactions thereto (including financing transactions) entered into after the date hereof), the Buyer will not, have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the equity holders of the Buyer on any matter. No securities or other equity or ownership interests of the Buyer have been issued in violation of any rights, agreements, arrangements or commitments under any provision of Applicable Law, the Buyer Organizational Documents or any contract to which the Buyer is a party or by which the Buyer is bound.

(b) The authorized capital stock of the Guarantor consists of 110,000,000 shares of common stock, par value $0.001 per share, of the Guarantor ("Guarantor Common Stock") and 2,000,000 shares of preferred stock, par value $0.001 per share, of the Guarantor. As of the date hereof, 89,234,816 shares of Guarantor Common Stock were issued and outstanding and no shares of preferred stock of the Guarantor were issued and outstanding. All of the Guarantor Common Stock (i) has been duly authorized and validly issued and is, as applicable, fully paid and nonassessable and (ii) was issued in compliance with all applicable federal and state securities and corporate laws. Except as set forth on Schedule 7.5(b), there are no securities convertible into or exchangeable for stock or any other equity or ownership interests, any rights to subscribe for or to purchase or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, stock or any other equity or ownership interests, or any stock or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests of the Guarantor (collectively, the "Guarantor Equity Rights"). The Guarantor does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Guarantor on any matter. No securities or other equity or ownership interests of the Guarantor have been issued in violation of any rights, agreements, arrangements or commitments under any provision of Applicable Law, the Guarantor Organizational Documents or any contract to which the Guarantor is a party or by which the Guarantor is bound.

7.6. Financial Statements. The Buyer has heretofore furnished to the Sellers copies of (a) the audited consolidated balance sheet of the Guarantor and its Subsidiaries as of December 31, 2018, together with the related audited consolidated statements of income, operations and members' capital for the year ended December 31, 2018 and the notes thereto and (b) the unaudited consolidated balance sheet of the Guarantor and its Subsidiaries as of the quarter ended September 30, 2019 (the "Guarantor Interim Balance Sheet"), together with the related unaudited statements of income, operations and members' capital for the quarter ended September 30, 2019 (all such financial statements referred to in clauses (a) and (b) above, the "Guarantor Financial Statements"). The Guarantor Financial Statements (i) are correct and complete in all material respects, (ii) were prepared in accordance with GAAP, (iii) present fairly in all material respects the financial position, results of operations and changes in financial position of the Guarantor and its Subsidiaries as of such dates and for the periods then ended (subject, in the case of interim financial statements, to normal year-end adjustments and the absence of footnotes) and (iv) are prepared in accordance with the books of account and records of the Guarantor in all material respects. The books of account and financial records of the Guarantor are true and correct in all material respects and have been prepared and are maintained in accordance with sound accounting practice.

7.7. Absence of Certain Changes or Events. Since December 31, 2018, there has not been any Guarantor Material Adverse Effect.

7.8. Absence of Undisclosed Liabilities. Except as set forth on Schedule 7.8 or to the extent resulting from an acquisition or any related transactions thereto (including financing transactions) entered into after the date hereof, (a) the Buyer has no liabilities of any nature and has not entered into any contract, agreement or other undertaking since its formation; and (b) the Guarantor does not have any liabilities of the type that would be required under GAAP to be reflected or reserved against on a balance sheet, other than: (a) liabilities set forth, disclosed,

reflected or reserved for in the Guarantor Financial Statements, or (b) liabilities incurred by the Guarantor after the date of the Guarantor Interim Balance Sheet in the ordinary course of business consistent with past practice that would not reasonably be expected, individually or in the aggregate, to (x) be material to the Guarantor, taken as a whole, or (y) have a material adverse effect on the Buyer or the Guarantor's ability to consummate the transactions contemplated hereby or perform its obligations hereunder.

7.9. Compliance with Law.

(a) Since January 1, 2015, the Guarantor has complied, and since its formation, the Buyer has complied, and each is in compliance with (i) all Applicable Laws, (ii) all Applicable Securities Laws with respect to the business or affairs or properties or assets of the Guarantor and the Buyer, as applicable, and (iii) all Applicable Laws relating to anti-bribery, anti-corruption, anti-money laundering matters and anti-terrorism financing, except, in each case under clauses (i) – (iii), where any noncompliance would not reasonably be expected to be material to the Guarantor or the Buyer, as applicable, taken as a whole. Since January 1, 2015, the Guarantor has not, and since its formation the Buyer has not, received notice of any violation of any such law, regulation, order or other legal requirement, and the Guarantor and the Buyer, as applicable, are not in default in any material respect with respect to any order, writ, judgment, award, injunction or decree of any court or other Governmental Entity, applicable to any of its assets, properties or operations relating to the business or affairs of the Guarantor or the Buyer, as applicable, or the transactions contemplated by this Agreement or which would, or would reasonably be expected to, give rise to an affirmative answer to any of the questions in Item 11, Part 1 or Item 9, Part 2A of the Form ADV of the Guarantor.

(b) None of the Buyer, its Affiliates or any of the persons associated with the Buyer as specified in Section 506 of Regulation D under the Securities Act are subject to any of the disqualifying events listed in Section 506.

(c) Since January 1, 2015, none of the Buyer or the Guarantor or, to the Knowledge of the Buyer or the Guarantor, as applicable, any directors, trustees, officers or employees of the Buyer or the Guarantor or their respective Subsidiaries (in their capacity as directors, trustees, officers or employees) have used any funds for campaign contributions in violation of Rule 206(4)-5 of the Advisers Act.

7.10. Litigation. As of the date of this Agreement, (a) there are no Actions pending or, to the Knowledge of the Buyer and the Guarantor, threatened, before any court or Governmental Entity, or before any arbitrator of any nature, brought against the Buyer or the Guarantor, respectively, and (b) there is no injunction, order, judgment, decree or regulatory restriction imposed upon the Buyer or the Guarantor, that, in the case of clause (a) or clause (b), would (x) reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of the Buyer or the Guarantor, as applicable, to consummate the transactions contemplated by this Agreement or any Ancillary Agreement or to comply with its obligations hereunder or thereunder in a timely manner or (y) challenge the validity of the transactions contemplated by this Agreement.

7.11. No Brokers. No broker, finder or similar intermediary has acted for or on behalf of, or is entitled to any broker's, finder's or similar fee or other commission from, the Buyer Group in connection with this Agreement or the transactions contemplated hereby.

7.12. Exclusivity of Representations. The representations and warranties made by the Buyer in this Section 7 are the sole and exclusive representations and warranties made by the Buyer with respect to the Buyer and this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Other than the representations and warranties set forth in this Section 7, the Buyer does not make any express or implied representation or warranty, and hereby disclaims any such express or implied representations or warranties with respect to the Buyer, this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Each Seller has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Buyer expressly and specifically set forth in this Section 7, as qualified by the Schedules.

SECTION 8
COVENANTS OF THE SELLERS AND THE COMPANY.

Each Seller hereby covenants as follows, and agrees to cause the Company to comply with the following covenants:

8.1. Conduct of Business Before the Closing Date.

(a) During the period from the date hereof to the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 14.1 (the "Interim Period"), without the prior written consent of the Buyer, except as otherwise expressly provided by this Agreement, the Company shall conduct its business only in the ordinary course of business consistent with past practice, and shall use commercially reasonable efforts to (i) preserve substantially intact its business organization and assets, (ii) keep available the services of the current officers, employees and consultants of the Company, (iii) preserve the current relationships of the Company with customers, suppliers and other persons with which the Company has significant business relations and (iv) keep and maintain its assets and properties in good repair and normal operating condition, wear and tear excepted. By way of amplification and not limitation, during the Interim Period, except as set forth in Schedule 8.1, without the prior written consent of the Buyer, except as otherwise required or expressly contemplated by this Agreement or required by Applicable Law, the Company shall not do any of the following, directly or indirectly:

(i) make any material change in the conduct of the Business or enter into any material transaction other than in the ordinary course of business consistent with past practice;

(ii) transfer, sell or dispose of any assets or properties of the Business, other than transfers, sales or dispositions of obsolete, broken or unsalable equipment in the ordinary course of business consistent with past practice;

(iii) authorize, or make any commitment with respect to, any single capital expenditure that is in excess of $2,500 or capital expenditures that are, in the aggregate, in excess of $2,500;

(iv) incur any Indebtedness, except in the ordinary course of business consistent with past practice;

(v) pay, lend or advance any amount to, or sell, transfer or lease any properties or assets to, any of its Affiliates;

(vi) make any material change in any method of accounting or accounting principle, method, estimate or practice, except for any such change required by reason of a concurrent change in GAAP or Applicable Law;

(vii) make, change or revoke any election or method of accounting with respect to Taxes affecting or relating to it or affecting or relating to the Business except as required by Applicable Law, fail to file when due (taking into account any extension) any Tax Return required to be filed by the Company, or amend any material Tax Return of the Company;

(viii) enter into with any Taxing Authority any closing or other agreement or settlement with respect to Taxes (other than income Taxes) affecting or relating to it or affecting or relating to the Business;

(ix) pay, discharge or satisfy any claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against on the Interim Balance Sheet or subsequently incurred in the ordinary course of business consistent with past practice;

(x) commence, settle, release or forgive any Action involving payments in excess of $2,500;

(xi) permit the lapse of any existing policy of insurance relating to the business or assets of the Company;

(xii) permit the lapse of any right relating to Intellectual Property or any other intangible asset used in the Business;

(xiii) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock or other equity or ownership interest, or make any other change with respect to its capital structure;

(xiv) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company, or otherwise alter the Company’s capital structure;

(xv) acquire or agree to acquire, in any manner, including merger, consolidation, or purchase of equity interests or assets, any business of any Person or business organization or division thereof;

(xvi) amend, modify or terminate or enter into any Material Contract, or enter into any Material Contract other than in the ordinary course of business consistent with past practice;

(xvii) enter into any Contract with any Related Party of the Company;

(xviii) amend any of the Organizational Documents;

(xix) authorize for issuance, issue, sell, pledge, transfer, deliver or agree or commit to issue, sell, pledge, transfer or deliver (A) any capital stock of or other equity or voting interest in the Company (including any Company Shares) or (B) any Company Equity Rights;

(xx) make any distribution or declare, pay or set aside any dividend with respect to, the Company that would require the Company to pay such distribution or dividend after the Closing Date, other than dividends and distributions that have the effect of reducing Cash or Net Working Capital taken into account in the calculation of the Estimated Closing Amount;

(xxi) hire or terminate the employment (other than for cause or due to death or disability) of any officer of the Company;

(xxii) (A) grant or announce any increase in salaries, bonuses, severance, termination, retention or change-in-control pay, or other compensation or benefits payable or to become payable by the Company to any current or former employees or other individual service provider of the Company, except, for employees other than the Sellers, in the ordinary course of business consistent with past practice in connection with the Company's ordinary course annual base salary review process and consistent with the budget for the Company for the fiscal year ended December 31, 2020, which has been provided to the Buyer; or (B) adopt, establish, amend or terminate any Plan, or any agreement, plan, policy or arrangement that would constitute a Plan if it were in existence on the date hereof, in each case, other than (1) the renewal of group health or welfare plans made in the ordinary course of business consistent with past practice and Applicable Law that do not materially increase the cost to the Company under such plans, or (2) as required by the terms of a Plan or Applicable Law in effect on the date hereof; or

(xxiii) commit to do any of the foregoing.

8.2. Consents and Approvals. Each of the Sellers and the Company shall (a) use his or its reasonable best efforts to obtain all necessary Consents of all Governmental Entities and of all other Persons (including, without limitation, the consent of each counterparty to any Investment Contract or other contract) legally required in connection with the transactions contemplated by this Agreement, including using his or its commercially reasonable efforts to prepare and file and cause the FP Funds to prepare and file all notifications, filings, registrations, submissions and other materials required or necessary to obtain the approval of the SBA of the transactions contemplated hereby, and (b) provide reasonable assistance and cooperation with the Buyer Group in its preparation and filing of all documents required to be submitted by the Buyer Group to any

Governmental Entities, in connection with such transactions and in its obtaining any governmental consents, waivers, authorizations or approvals which may be required to be obtained by the Buyer Group in connection with such transactions (which assistance and cooperation shall include, without limitation, timely furnishing to the Buyer Group all reasonably requested information concerning the Sellers or the Company required to be included in such documents or that would be helpful in obtaining any such required consent, waiver, authorization or approval). In furtherance and not in limitation of the foregoing, the Sellers and the Company shall permit the Buyer to participate in the defense and settlement of any claim, suit or cause of action relating to this Agreement or the transactions contemplated hereby, and the Seller shall not settle or compromise any such claim, suit or cause of action without the Buyer's written consent (not to be unreasonably withheld).

8.3. Access to Properties and Records.

(a) Subject to the terms of the Confidentiality Agreement and Applicable Law, throughout the Interim Period, the Company shall (i) afford to the Buyer Group, and to the officers, directors, employees, accountants, counsel, financial advisors, auditors, service providers and representatives of the Buyer Group, at the Buyer's sole cost and expense, reasonable access during normal business hours and upon reasonable advance notice, in a manner that does not unreasonably interfere with the operations of the Business, to management-level employees, officers, properties, books and records of the Company; provided, that the Company shall not be required to (a) risk the loss of any legal privileges, immunity or other protection from disclosure, (b) violate any Applicable Law, contract or other obligation of confidentiality in providing such access, or (c) provide access to any books and records that relate to the sale process of the Company. Notwithstanding anything herein to the contrary, the Buyer shall not, and shall cause its Affiliates and their respective Representatives not to, contact any Advisory Client or other existing or potential investor regarding the Business or the transaction. The Company shall have the right to have one or more Representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 8.3.

(b) As long as the Closing shall not have occurred, the Company shall as promptly as practicable cause to be prepared in accordance with GAAP and delivered to the Buyer the unaudited financial statements of the Company for each fiscal quarter ending at least 45 days prior to the Closing Date.

8.4. Advisory Clients; Required Investor Consent.

(a) As promptly as practicable following the date of this Agreement, the Company shall send a written notice to either the limited partner advisory committee or the investors of each FP Fund (which, for the avoidance of doubt, shall not include BB&T Capital Partners/Windsor Mezzanine Fund, LLC or BBTCP/Windsor Liquidating Trust) (as indicated on Exhibit J) (a "FP Fund Consent"), which shall be in form and substance reasonably satisfactory to Buyer, informing such Persons of the transactions contemplated by this Agreement and requesting the requisite consent (as indicated in Exhibit J) to (1) the change in control of the Company and the "assignment" (as defined under the Advisers Act) of any investment advisory contract between such FP Fund and the Company, (2) the continuation of any such investment advisory agreement, including by waiving any termination of or right to terminate such Investment Contract solely in

connection with the transactions contemplated in this Agreement, from and after the Closing on the same terms as the investment advisory agreement in effect as of the date hereof, and (3) any required amendment to, or waiver of, the provisions of the limited partnership agreement or limited liability company agreement (or equivalent) of such FP Fund arising from any such change in control and/or "assignment" in the form attached to the written notice delivered under this Section 8.4(a). The Company shall use reasonable best efforts to procure the requisite consent from each FP Fund as described in this Section 8.4(a). The parties hereto agree that, with respect to each FP Fund, the consent of such FP Fund shall be deemed given for all purposes under this Agreement only after the general partner or managing member (or equivalent) of such FP Fund consents to the transactions contemplated by this Agreement as set forth in clauses (1)-(3) above and the requisite consent of such FP Fund has been obtained in accordance with such FP Fund's governing documents and this Section 8.4(a).

(b) The Buyer shall be provided a reasonable opportunity to review all consent materials and communications, which shall be in form and substance reasonably satisfactory to Buyer, with Advisory Clients or investors in an FP Fund, to be used by the Company, prior to distribution. At all times prior to the Closing, the Company shall take reasonable steps to keep the Buyer informed of the status of obtaining such consents. The Company shall make available to the Buyer copies of all executed consents of all Advisory Clients.

8.5. Negotiations. From and after the date hereof and until the earlier to occur of the Closing Date or the termination of this Agreement pursuant to Section 14 hereof, each Seller and the Company shall not, and each of them shall cause any Persons acting on behalf of any of them not to, directly or indirectly, encourage, solicit, consider, engage in discussions or negotiations with, or provide any information to, any Person or group of Persons (other than the Buyer or its representatives) concerning any merger, sale of all or substantially all of the Company's assets, purchase or sale of Company Shares or similar transaction involving the Company or its assets (other than assets sold in the ordinary course of business).

8.6. Efforts. Upon the terms and subject to the conditions of this Agreement, each of the Sellers and the Company shall use his or its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with Applicable Law to (a) consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby and (b) comply with its obligations hereunder. Nothing in this Agreement shall require any Seller or the Company to pay a fee or other amount to, or forego or reduce any rights or agree to other accommodation with, any supplier, landlord, Governmental Entity or any other Person in order to obtain such Person's consent for the transactions contemplated hereby, except any out-of-pocket costs, fees and expenses incurred by the Company in connection with each consent sought pursuant to Section 8.2 and Section 8.4, as set forth in Section 15.3.

8.7. Employment Agreements. The Company shall use its commercially reasonable efforts to cooperate with the Buyer to solicit the entry of the persons listed on Schedule 8.7 (the "Retained Employees") to employment agreements or offer letters with the Company on terms and conditions that are reasonably acceptable to the Company, the Buyer and the Retained Employees. Following the date of this Agreement, the Company shall allow the Buyer reasonable access upon reasonable advance notice to meet with and interview the Retained Employees during normal business hours; provided, however, that such access shall not unduly interfere with the conduct of the Company.

8.8. Restrictive Covenants.

(a) General. Each Seller acknowledges that this Agreement, and the specific covenants set forth in this Section 8.8 (the "Restrictive Covenants"), have been entered into by such Seller in connection with the sale of the Company Shares (including the goodwill thereof) to the Buyer pursuant to this Agreement. With respect to any Seller that will be an employee of the Buyer or any Affiliates of the Buyer following the Closing, the Restrictive Covenants shall be interpreted to be in furtherance, and not in limitation, of the employment duties of such Seller to the Buyer or such Affiliate of Buyer.

(b) Non-Competition.

(i) In order to protect the legitimate business interest of the Buyer, Guarantor and its affiliates, including but not limited to RCP Advisors 3, LLC (each, a "P10 Entity" and collectively, the "P10 Entities"), and the good and valuable consideration offered to each Seller, during the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "Restricted Period"), each Seller shall not, directly or indirectly, for himself or on behalf of or in conjunction with any other Person, whether as an agent, employee, partner, joint venturer, investor or otherwise, engage in any Competitive Activity (as defined below), or accept any investment capital from or own any interest in (other than through the passive ownership of less than 2% of the outstanding shares of any class of capital stock of a corporation which is publicly traded on a national securities exchange) any Competitive Enterprise anywhere in the world.

(ii) For purposes of this Section 8.8, "Competitive Activity" shall mean the Seller, directly or indirectly, for himself or for any other person, (i) accepting investment capital from any source for purposes of managing such capital in accordance with investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by a P10 Entity (other than in such Seller's capacity as an employee of the Company), including but not limited to private equity, buyout, lending, debt, small business investment company or "fund-of-funds" strategies (including the management of "secondary fund-of-funds" investment vehicles or any other investment vehicle or separate account with a substantially similar investment strategy to any of the investment vehicles or separate accounts and strategies set forth in this sentence), (ii) participating in any Competitive Enterprise (defined below); provided that the passive ownership by such Seller of not more than two percent (2%) of the outstanding shares of any class of capital stock of a corporation which is publicly traded on a national securities exchange will not be deemed to be a Competitive Activity, so long as such Seller is not otherwise participating in the business of such corporation and/or (iii) directly or indirectly, in any capacity, interfering, or attempting to interfere, with the relationship between a Buyer Investor (defined below) and a P10 Entity.

(iii) "Competitive Enterprise" shall mean any business or entity, regardless of its size or the form of the business or form of the entity conducting such business, that, directly or indirectly, (i) engages in any of the investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by a P10 Entity, or (ii) owns or controls a significant interest in any entity that engages in any of the investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by a P10 Entity.

(iv) This Section 8.8 does not, in any way, restrict or impede any Seller from exercising protected rights to the extent that those rights cannot be waived by agreement or from complying with any Applicable Law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by the law, regulation, or order. Each Seller shall promptly provide written notice of any order to the Buyer.

(c) Non-Solicitation of Employees. Each Seller shall not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the P10 Entities during the Restricted Period; provided, however, that the foregoing provision shall not prohibit solicitations made by such Seller to the general public or such Seller's serving as a reference for any such employee upon request.

(d) Non-Solicitation of Buyer Investors. In order to protect the legitimate business interest of the P10 Entities, and the good and valuable consideration offered to each Seller, during the Restricted Period:

(i) Each Seller agrees not to, directly or indirectly, in any capacity, contact and/or solicit any Buyer Investor (other than in such Seller's capacity as an employee of the Company) for purposes of providing investment management services that utilize any investment or trading strategies that are identical or similar to any investment or trading strategies utilized by a P10 Entity.

(ii) Each Seller agrees not to, directly or indirectly, in any capacity, accept investment capital from any Buyer Investor (other than in such Seller's capacity as an employee of the Company).

(iii) Each Seller agrees not to, directly or indirectly, in any capacity, interfere, or attempt to interfere, with the relationship between any Buyer Investor and a P10 Entity.

(iv) "Buyer Investor" means any person or entity that is invested in any fund or any other pooled investment vehicle, separate account or other financial product sponsored or managed by a P10 Entity, or an advisory client of a P10 Entity, during the Restricted Period.

(e) Nothing in this Section 8.8 shall prohibit (a) any Seller from purchasing publicly traded securities of any corporation, provided that this ownership represents a passive investment and that such Seller is not a controlling person of, or a member of a group that controls, the corporation; (b) any Seller's passive investment as a limited partner or similar capacity in a private equity fund or other investment vehicle or other business enterprise managed by another person or entity; or (c) any Seller from investing for the account of himself and his family members.

(f) Modification. If at the time of enforcement of the provisions of this Section 8.8, a court of competent jurisdiction holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by Applicable Laws.

(g) Tolling of Restrictive Period. The running of the Restricted Period with respect to any Seller shall be tolled during the period of any breach by such Seller of any of the Restrictive Covenants.

(h) Reasonableness of Restrictions. Each Seller acknowledges and agrees that he derived (and/or will derive) substantial economic benefit in connection with the transactions contemplated by this Agreement, and that the scope of activity, periods of time and the geographic area applicable to the Restrictive Covenants are reasonable.

(i) Remedies. Without intending to limit the remedies available to the Buyer, the Buyer Group and their Subsidiaries and Affiliates, each Seller acknowledges that a breach of any of the Restrictive Covenants may result in material irreparable injury to the Buyer, the Buyer Group or any of their respective Subsidiaries or Affiliates for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Buyer, the Buyer Group or any of their respective Subsidiaries or Affiliates shall be entitled to seek a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach, restraining such Seller from engaging in activities prohibited by this Section 8.8 or such other relief as may be required to specifically enforce any of the Restrictive Covenants.

8.9. Termination of Certain Employees. Prior to the Closing, the Company shall terminate the employment of the individuals set forth on Schedule 8.9. For the avoidance of doubt, any severance, termination or similar amounts payable to the individuals set forth on Schedule 8.9, including the employer portion of any employment or payroll Taxes payable with respect thereto, shall be a "Transaction Expense".

8.10. Employee Matters. Prior to the Closing, the Company shall cause to be approved board resolutions terminating the Company Pension Plan effective prior to the Closing Date. The Sellers shall provide the Buyer with copies of such board resolutions at least three (3) Business Days prior to the effective date of such termination. Prior to the effective date of such termination, the Company shall use commercially reasonable efforts to cause to be timely delivered to all participants in such plans any required legal notices pertaining to such terminations, including any required Notice to Terminate (as required under ERISA) and any required ERISA section 204(h) notice. The Sellers shall provide the Buyer with copies of any such notices for review and reasonable comment reasonably in advance of delivery thereof. Prior to the Closing, the Company shall cause to be approved board resolutions terminating each of the Company Profit Sharing Plans, subject to the Closing, effective as of the day prior to the Closing Date. The Sellers shall provide the Buyer with copies of such board resolutions at least three (3) Business Days prior to the Closing Date. Effective as of, or as soon as administratively practicable following, the Closing,

each Continuing Employee shall be eligible to participate in a tax-qualified defined contribution plan established or designated by the Buyer (the "Buyer 401(k) Plan"), subject to the terms and conditions of the Buyer 401(k) Plan. As soon as practicable after the Closing and to the extent not prohibited under Applicable Law, the Buyer shall take all actions necessary to provide that each Continuing Employee who is a participant in the Company Profit Sharing Plans (a) shall be immediately eligible to commence participation in the Buyer 401(k) Plan as of the Closing Date, (b) shall be given an opportunity to receive a distribution of his or her account balance under the Company Profit Sharing Plans and (c) may elect to rollover his or her full account balance (including any outstanding loans) in the Company Profit Sharing Plans to the Buyer 401(k) Plan.

SECTION 9
COVENANTS OF THE BUYER.

9.1. Actions Before Closing Date. The Buyer shall not take any action that causes it to be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement, such that the conditions set forth in Section 12 hereof, as the case may be, would not be satisfied.

9.2. Consents and Approvals.

(a) Upon the terms and subject to the conditions of this Agreement, the Buyer shall use its reasonable best efforts to obtain all consents and approvals of Governmental Entities and third parties legally required to be obtained by it to effect the transactions contemplated by this Agreement, including any consents and approvals set forth on Exhibit K and Schedule 5.4.

(b) Upon the terms and subject to the conditions of this Agreement, the Buyer shall use its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with Applicable Law to (i) consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby and (ii) comply with its obligations hereunder.

(c) Notwithstanding the foregoing, nothing in this Agreement shall require, and the reasonable best efforts referenced in the immediately preceding clause (a) and clause (b) shall not include, the consent by the Buyer or any Affiliate of the Buyer to any divestitures or licenses of assets, supply or exchange agreements, hold separate agreements or any similar actions as may be required to obtain any and all necessary governmental, judicial or regulatory actions or non-actions, orders, waivers, consents, clearances, extensions and approvals.

(d) The Buyer shall provide reasonable assistance and cooperation with each of the Company, the Sellers and the FP Funds in its preparation and filing of all documents required to be submitted by the Company, the Sellers and/or the FP Funds to any Governmental Entities, in connection with such transactions and in its obtaining any governmental consents, waivers, authorizations or approvals which may be required to be obtained by the Company in connection with such transactions, including the approval of the SBA (which assistance and cooperation shall include, without limitation, timely furnishing to the Company, the Sellers and the FP Funds all reasonably requested information concerning the Buyer Group required to be included in such documents or that would be helpful in obtaining any such required consent, waiver, authorization or approval). In furtherance and not in limitation of the foregoing, the Buyer shall permit the Sellers and the Company to participate in the defense and settlement of any claim, suit or cause of action relating to this Agreement or the transactions contemplated hereby.

9.3. Employee Matters.

(a) During the period beginning on the Closing and ending on the one year anniversary of the Closing Date, Buyer (or any member of the Buyer Group) shall provide employees of the Company (other than the Sellers), who remain employed by the Buyer (or any member of the Buyer Group) following the Closing (each, a "Continuing Employee") (i) with base salaries or wages and annual cash incentive opportunities that are no less favorable in the aggregate than the base salaries or wages and annual cash incentive opportunities, provided to such Continuing Employees immediately prior to the Closing Date, and (ii) with employee benefits (including severance and excluding equity arrangements, phantom equity arrangements, retiree health and welfare benefits and defined benefit pension plans) that are substantially comparable in the aggregate to such benefits provided to such Continuing Employees under the applicable Plans immediately prior to the Closing Date. The Buyer shall not, and shall cause the Company not to, terminate or materially modify the Company's bonus plan for 2019, and the Buyer shall, and shall cause the Company to, pay on or prior to December 31, 2019 all amounts earned under the Company's bonus plan for 2019 in accordance therewith and in the mediums prescribed in the applicable offer letters delivered to Continuing Employees, upon attainment of the applicable performance measures (which shall not be materially modified by the Buyer) and subject to the terms of the Company's bonus plan for 2019. For purposes of determining (i) eligibility to participate, (ii) level of benefits and vesting, and (iii) benefit accruals under any severance or paid time off policies or plans, in each case, under any "employee benefit plan," as defined in Section 3(3) of ERISA or any other benefit plan or arrangement maintained by the Buyer Group in which any Continuing Employee is eligible to participate on or after the Closing Date (including any vacation, sick pay and severance program), each Continuing Employee's service with the Company (as well as service with any predecessor employer) prior to the Closing Date shall be treated as service with the Buyer Group as of the Closing Date to the same extent that such service was recognized prior to the Closing Date under a comparable Plan in which such Continuing Employee participated; provided that the foregoing shall not apply to the extent that it would result in any duplication of analogous benefits for the same period of service or the crediting of service under a newly established plan of the Buyer Group for which prior service is not taken into account for similarly situated employees of the Buyer Group generally. From and after the Closing, the Buyer shall continue to honor, pay, perform and satisfy any and all liabilities, obligations and responsibilities to, or in respect of, each Continuing Employee, and each employee, officer, director, or consultant of the Company (whether current, former or retired) or their dependents, spouses, or beneficiaries, arising under the terms of, or in connection with, any Plan in accordance with the terms thereof. Following the Closing, none of the Company, Buyer or any other member of the Buyer Group shall be required to make any payment to or on behalf of any Seller or GP Entity in respect of any capital commitment, capital contribution, return obligation (including in respect of capital contributions or "clawback" of carried interest) or other payment owed by such Seller to any GP Entity or FP Fund. Following the Closing, the Company or the Buyer (or any member of the Buyer Group) shall be responsible for any contributions required to be made by any Continuing Employee (but not, for the avoidance of doubt, any Seller) to any GP Entity in existence on the Closing Date, to be funded in such a manner as determined by the Company, the

Buyer or such member of the Buyer Group, including by way of any management fee offset permitted under the limited partnership agreement or limited liability company (or equivalent) of any FP Fund. With respect to any group health plan maintained by the Buyer Group in which any Continuing Employee is eligible to participate on or after the Closing Date, Buyer shall (or shall cause the Buyer Group to) use commercially reasonable efforts to waive preexisting conditions, limitations, exclusions, evidence of insurability, required physical exams, actively-at-work requirements, waiting periods and similar limitations and requirements with respect to participation by and coverage of such Continuing Employee (and his or her eligible dependents). This Section 9.3(a) shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 9.3(a), express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 9.3(a). Nothing contained herein, express or implied, is intended to confer upon any employee of the Company any right to continued employment for any period or continued receipt of any specific employee benefit, shall constitute an amendment to or any other modification of any Plan, or create any right to compensation or benefits of any nature or kind whatsoever.

(b) To the fullest extent not prohibited by Applicable Law, from and after the Closing, all rights to indemnification, exculpation and advancement of expenses now existing in favor of any individual under the organizational documents of the Company who, at the Closing, is entitled to exculpation, indemnification and advancement of expenses thereunder (collectively, the "D&O Indemnified Persons") with respect to their activities as such prior to the Closing, as provided in the operating agreements, organizational documents, indemnification agreements or other contracts of the Company as in effect on the date hereof (the "Indemnity Arrangements"), shall survive the Closing and continue in full force and effect for a period of not less than six (6) years from the Closing Date; provided that, in the event any claim or claims are asserted or made within such survival period, all such rights to indemnification in respect of any claim or claims shall continue until final disposition of such claim or claims. The Indemnity Arrangements shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Person to whom this Section 9.3 applies without the consent of such affected D&O Indemnified Person.

(c) Prior to the Closing, the Buyer shall, or shall cause the Company as of the Closing to obtain and fully pay for a non-cancellable "tail" insurance policy with a claims period of at least six (6) years from and after the Closing from insurance carriers with the same or better claims-paying ability ratings as the Company's current insurance carriers with respect to directors' and officers' liability insurance policies and fiduciary liability insurance policies (collectively, "D&O Insurance"), for the persons who are covered by the Company's existing D&O Insurance, with terms, conditions, retentions and levels of coverage (including as coverage relates to deductibles and exclusions) at least as favorable as the Company's existing D&O Insurance with respect to matters arising out of or relating to acts or omissions existing or occurring (or alleged to have occurred or existed) at or prior to the Closing (including in connection with this Agreement, the Ancillary Agreements, or the transactions or actions contemplated hereby or thereby). The Buyer shall not, and shall cause its Affiliates not to, cancel or modify the D&O Insurance. In the event that, after the Closing Date, the Company or the Buyer or any of their respective successors or assigns (i) consolidates with or mergers into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or a substantial portion of its properties and assets to any Person, then, and in either such case, proper provisions shall be made so that the successors and assigns of the Company or the Buyer, as the case may be,

shall assume the obligations set forth in this Section 9.3. The provisions of Sections 9.3(b) and (c) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Person, his or her heirs, executors or administrators and his or her other representatives. The provisions of this Section 9.3(c) shall survive the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

9.4. Capital Contributions and Carried Interest; Fund Administration. Following the Closing, the Buyer shall not be entitled to receive any equity interests or Carried Interest in respect of any FP Fund in existence as of the date hereof, any GP Entity in existence as of the date hereof or any other entity set forth on Schedule 9.4. Buyer shall cause the Company to continue administering the FP Funds in compliance with their governing agreements and Applicable Law.

9.5. R&W Policy. Buyer and its Affiliates shall cause the R&W Policy to be bound effective as of the Closing. The Buyer shall timely pay all premiums and other amounts required to cause the R&W Policy to become effective in accordance with its terms. The Buyer will not, and will cause its Affiliates not to, amend, waive or otherwise modify the R&W Policy in any manner that is adverse to the Sellers without the prior written consent of the Seller Representative. The R&W Policy shall provide that the R&W Insurer shall have no subrogation right, entitlement of privilege, or any recourse whatsoever, against the Sellers or their Affiliates pursuant to this Agreement, the R&W Policy, the negotiation, execution or performance of this Agreement and the transactions contemplated hereby, or otherwise, except against a Seller in the case of a matter arising directly from such Seller's actual Fraud.Following the Closing, the Buyer shall not modify or amend the R&W Policy's subrogation or third-party beneficiary provisions benefitting the Sellers or their Affiliates in any manner without the prior written consent of the Seller Representative.

9.6. Release.

(a) As of the Closing, each Seller, on behalf of himself and his Affiliates (as applicable, "Seller Releasing Person"), hereby releases and forever discharges the Company, the Buyer, their respective Affiliates, and the respective Representatives of each of the foregoing (each, solely in their capacity as such, a "Seller Released Person") from all debts, demands, Actions, covenants, torts, damages and all defenses, offsets, judgments and liabilities whatsoever, of every name and nature, both at Law and in equity, known or unknown, accrued or unaccrued, that have been or could have been asserted against any Seller Released Person, which any Seller Releasing Person has or ever had, that arises out of or in any way relates to events, circumstances or actions occurring, existing or taken prior to or as of the Closing Date in respect of matters directly or indirectly relating to the Company (individually a "Seller Released Claim" and collectively the "Seller Released Claims"); provided, however, that nothing contained herein will operate to release, and the term Seller Released Claims shall not include (A) any obligations of the Company to any employee with respect to accrued and unpaid salary, paid time off, expense reimbursement or employee benefits arising, in each case, in the ordinary course; (B) any obligation of the Company or the Buyer arising under this Agreement or any Ancillary Agreement; (C) any indemnification obligations of the Company to any Seller Releasing Person under the Organizational Documents, or (D) any obligations of the Company to any Seller Releasing Person in respect of any capital contributions made by a Seller Releasing Person or accrued but unpaid Carried Interest due to any Seller Releasing Person. Notwithstanding the foregoing, no GP Entity or FP Fund shall be deemed a Seller Releasing Person.

(b) Each Seller Releasing Person:

(i) expressly waives and relinquishes all rights and benefits that such Seller Releasing Person may have under Applicable Law, including any state law or any common law principles limiting waivers of unknown claims,

(ii) understands that the facts and circumstances under which such Seller Releasing Person gives this full and complete release and discharge of the Seller Released Persons may hereafter prove to be different than now known or believed to be true by such Seller Releasing Person; and

(iii) accepts and assumes the risk thereof and agrees that such Seller Releasing Persons' full and complete release and discharge of the Seller Released Persons with respect to the matters described in this Section 9.6 shall remain effective in all respects and not be subject to termination, rescission or modification by reason of any such difference in facts and circumstances.

(c) Notwithstanding the foregoing, this Section 9.6 does not limit the provisions of Section 10, Section 11 or Section 14 or the rights of any Indemnified Party thereunder or any representation, warranty, covenant or other obligation expressly set forth in this Agreement.

9.7. Post-Closing Plan Payments. If and to the extent any amounts accrued in respect of the fiscal year ended December 31, 2019 under the Company Pension Plan or the Company Profit Sharing Plans were specifically taken into account as Indebtedness in the calculation of the Final Closing Amount, the Buyer shall, or shall cause the Company to, contribute such amounts (i) under the Company Pension Plan on or before March 27, 2020, and (ii) under the Company Profit Sharing Plans on or before April 15, 2020, in each case in accordance with the terms of each such plan.

SECTION 10
TAXES.

10.1. Transfer Taxes. All sales, transfer, use, documentary, stamp, gross receipts, registration, controlling interest, transfer, conveyance, excise, recording, license and other similar Taxes and fees together with any interest and penalties thereon ("Transfer Taxes") imposed as a result of the sale of the Company Shares to the Buyer shall be borne 50% by the Sellers and 50% by the Buyer, provided, however that if any party executes this Agreement or any other document pursuant to which the Company Shares are transferred or which contains an agreement to transfer the Company Shares (together, the "Transaction Documents") in the United Kingdom or, in the case of Transaction Documents which are executed outside the United Kingdom, if any party fails to use best efforts to retain the original executed Transaction Documents outside the United Kingdom, such party shall bear 100% of any Transfer Taxes, including without limitation penalties, which result from such party executing such Transaction Document in the United Kingdom or failing to use best efforts to retain the original executed Transaction Documents outside the United Kingdom. Subject to the foregoing sentence, the party obligated by Applicable

Law to pay and remit any Transfer Taxes shall timely remit to the relevant Taxing Authority all such amounts owed and the other party shall promptly reimburse the paying party for the portion (if any) of such Transfer Taxes for which it is obligated under the first sentence of this Section 10.1. The parties shall use reasonable efforts in cooperating to minimize the incidence of any Transfer Taxes. The party who is obligated by Applicable Law to file any Tax Return relating to Transfer Taxes shall prepare and file such Tax Return and provide the other party opportunity for review and comment.

10.2. Tax Matters.

(a) Tax Returns. The Seller Representative shall prepare and timely file (taking into account extensions), or cause to be prepared and timely filed, all Tax Returns of the Company (i) that are required to be filed prior to the Closing Date, or (ii) that are income Tax Returns for a Tax period that begins prior to and ends prior to the Closing Date (including, for avoidance of doubt, the final IRS Form 1120-S of the Company), and shall promptly pay (or cause to be paid) all Taxes that are reflected on such Tax Returns. The Buyer shall prepare and timely file all other Tax Returns of the Company that relate to any Pre-Closing Tax Period or Straddle Period in a manner consistent with past practice, except as otherwise required by Applicable Law. At least fifteen (15) days prior to the filing deadline (or, with respect to any such Tax Returns (if any) that are due within twenty (20) days of the Closing Date, as soon as reasonably practicable prior to the filing deadline), the Buyer (i) shall provide the Seller Representative with a copy of any such Tax Return and (ii) shall reflect any reasonable comments made by the Seller Representative with respect to the preparation of such Tax Return. The Sellers shall be responsible for (1) all Taxes that are shown as due on any such Tax Return filed by the Buyer relating to any Pre-Closing Tax Period and (2) for the pre-Closing portion of any Taxes that are shown as due on any such Tax Return for a Straddle Period (as determined in accordance with Section 10.3). No later than five (5) Business Days prior to the due date of any such Tax Return, the Sellers' Representative shall pay to the Buyer, on behalf of the Sellers, the amount of Taxes that are the Sellers' responsibility with respect to such Tax Return under the prior sentence, to the extent such Taxes were not accrued as a liability in Final Net Working Capital.

(b) Tax Proceedings. The Buyer and the Seller Representative shall promptly notify each other upon receiving notice of any pending or threatened Tax proceeding that could result in Tax liability for the Company with respect to a Pre-Closing Tax Period or a Straddle Period. The Seller Representative shall control any Tax proceeding with respect to the Company that relates solely to any Tax period ending on or prior to the Closing Date. The Buyer shall control all other Tax proceedings with respect to the Company. The Seller Representative shall consult with the Buyer regarding any Tax proceeding with respect to the Company that the Seller Representative controls and that could result in Tax liability for the Company, provide the Buyer with information and documents related thereto, permit the Buyer or its representative to attend and participate in any such Tax proceeding, and not settle any such Tax proceeding without the consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed). The Buyer shall consult with the Seller Representative regarding any other Tax proceeding with respect to the Company that the Buyer controls and that could result in Tax liability for the Company in respect of which the Sellers may become obligated to make any indemnity payment pursuant to Section 11, provide the Seller Representative with information and documents related thereto, permit the Seller Representative to attend and participate in any such Tax proceeding, and,

solely with respect to a tax proceeding that would give rise to Tax liability for the Company for a period after the Closing Date, not settle any such Tax proceeding without the consent of the Seller Representative (which consent shall not be unreasonably withheld, conditioned or delayed). The provisions of this Section 10.2(b) shall apply notwithstanding anything to the contrary in Sections 11.6, 11.8 or 11.9.

(c) Allocation of Tax Liability.

(i) If the liability for Taxes for a Straddle Period is based upon income, gross receipts (such as sales Taxes) or specific transactions involving Taxes other than Taxes based upon income or gross receipts, the amount of Taxes attributable to the pre-Closing portion of such Straddle Period shall be an amount of Taxes determined by closing the books of the Company as of the close of business on the Closing Date.

(ii) If the liability for Taxes for a Straddle Period is determined on a basis other than income, gross receipts or specific transactions, the amount of Taxes attributable to the pre-Closing portion of such Straddle Period shall be equal to the amount of such Taxes for the Straddle Period multiplied by a fraction, the numerator of which is the number of days in such Straddle Period prior to and including the Closing Date and the denominator of which is the total number of days in the Straddle Period.

(d) Tax Treatment of Acquisition.

(i) The parties agree that, as a result of the occurrence of the Closing, for U.S. federal income tax purposes, the final taxable year of the Company as an "S corporation" (within the meaning of Section 1361(a)(1) of the Code) will end as of the end of the day prior to the Closing Date, and a new, short taxable period of the Company (as a subchapter C corporation) will begin as of the beginning of the Closing Date.

(ii) The parties agree that the transactions contemplated hereby shall constitute (i) with respect to the issuance of the Series A Preferred Units to Sellers in exchange for a portion of the Company Shares, a tax-deferred contribution of property to a partnership within the meaning of Section 721(a) of the Code, and (ii) with respect to the payment of the Base Consideration to Sellers in exchange for the remainder of the Company Shares, a taxable sale for U.S. federal income tax purposes.

(iii) The parties hereto shall report, act and file their Tax Returns in all respects and for all purposes consistent with the foregoing treatment and no party shall take any position on a Tax Return that is inconsistent with the foregoing provisions of this Section 10.3(d).

SECTION 11
INDEMNIFICATION.

11.1. Survival. The parties hereto agree that (i) the Fundamental Representations shall survive the Closing for a period of five (5) years following the Closing Date, (ii) the representations and warranties in Section 5.9 shall survive the Closing until sixty (60) days after the end of the applicable statute of limitations, (iii) each other representation and warranty set forth in this Agreement shall survive the Closing for a period of eighteen (18) months following the Closing

Date, (iv) the covenants and agreements contained in this Agreement which expressly contemplate performance after the Closing shall survive the Closing for the period contemplated by their respective terms, and (v) all covenants and agreements contained in this Agreement (other than the covenants described in clause (iv)) shall terminate effective as of the Closing (or upon the earlier termination of this Agreement). No assertion of entitlement to indemnification, claim, lawsuit, or other proceeding arising out of or related to the breach of any representation or warranty contained in this Agreement may be made by any Indemnified Party (as defined below), unless notice of such assertion, claim, lawsuit or other proceeding is given to the Indemnifying Party (as defined below) in accordance with Section 11.6 prior to the end of the applicable survival period set forth in this Section 11.1.

11.2. Indemnification from the Indemnity Escrow Account and the R&W Policy. Subject to the applicable limitations set forth in this Section 11, from and after the Closing Date, the Buyer, the Buyer Group, and their respective Subsidiaries, Affiliates, directors, officers, members, managers, agents and employees (the "Buyer Indemnified Parties"), shall be indemnified and held harmless from, against and in respect of any Losses suffered or incurred by a Buyer Indemnified Party arising out of or resulting from any breach of any representation or warranty of the Company contained in Section 5 of this Agreement or of the Sellers contained in Sections 6.2, 6.3 or 6.5 of this Agreement, solely through the payment of funds from the Indemnity Escrow Account (and only to the extent that funds from the Indemnity Escrow Account are available to pay for such Losses) and the R&W Policy.

11.3. Indemnification by the Sellers.

(a) Subject to the limitations set forth in this Section 11, the Buyer Indemnified Parties shall be indemnified and held harmless by each of the Sellers, individually for itself, from, against and in respect of any Losses suffered or incurred by a Buyer Indemnified Party arising out of or resulting from:

(i) any breach of any Seller Fundamental Representation made by such Seller; and

(ii) any failure of such Seller to perform any covenant or agreement contained in this Agreement which expressly contemplates performance by such Seller after the Closing.

(b) Subject to the limitations set forth in this Section 11, the Buyer Indemnified Parties shall be indemnified and held harmless by the Sellers (on a joint and several basis) from, against and in respect of any Indemnified Taxes.

11.4. Indemnification by the Buyer. Subject to the limitations set forth in this Section 11, the Sellers shall be indemnified and held harmless by the Buyer (in accordance with each Seller's Seller Percentage) from, against and in respect of any Losses suffered or incurred by the Sellers arising out of or resulting from:

(a) any breach of any representation or warranty of the Buyer contained in this Agreement; and

(b) any failure of the Buyer or the Company to perform any covenant or agreement contained in this Agreement which expressly contemplates performance by the Buyer or the Company after the Closing.

11.5. Limitations and Other Terms. The rights of the Buyer Indemnified Parties to indemnification pursuant to the provisions of this Section 11 are subject to the following limitations:

(a) No individual claim by any Buyer Indemnified Party for any Losses pursuant to Section 11.2 may be asserted unless and until the aggregate amount of Losses that would be payable pursuant to such claim exceeds an amount equal to $10,000 (which Losses will not be counted toward the Deductible).

(b) The Buyer Indemnified Parties shall not be entitled to indemnification for any Losses pursuant to Section 11.2 until the aggregate amount of the Buyer Indemnified Parties' Losses under Section 11.2 exceeds $705,000 (the "Deductible"), after which the Buyer Indemnified Parties may seek indemnification for any Losses from the first dollar thereof, up to the Indemnity Escrow Amount.

(c) The cumulative indemnification obligations of each Seller under Section 11.3 shall in no event exceed the sum of the aggregate consideration received by such Seller under this Agreement.

(d) Subject to the applicable limitations set forth in this Section 11, in the event that any Buyer Indemnified Party is entitled to indemnification for any Losses pursuant to Section 11.2, the Buyer Indemnified Party shall be required to seek recovery (i) first, through payment from the Indemnity Escrow Account, until the earlier of (x) eighteen (18) months after the Closing Date (the "Escrow Expiration Date") or (y) the date when the funds in the Indemnity Escrow Account are reduced to zero, and (ii) second, through recovery from the R&W Policy (after the retention thereunder has been exhausted). The Indemnity Escrow Account and the R&W Policy shall be the sole and exclusive source of recovery of the Buyer Indemnified Parties with respect to any and all Losses of the Buyer Indemnified Parties arising from or relating to any breach of any of the representations and warranties set forth in Section 5, 6.2, 6.3, and 6.5 and in no event may a Buyer Indemnified Party recover any Losses under Section 11.2 from any Seller (or any other Person).

(e) The amount of any Losses for which indemnification is provided for under this Section 11 shall be reduced by (i) any insurance proceeds or other amounts actually received by the applicable Indemnified Party from third parties with respect to such Losses, net of any deductible or any other expense incurred by the Indemnified Parties in obtaining such recovery and (ii) all indemnity, contribution and similar payments received or reasonably expected to be received by the Indemnified Party (or its parent or any of its Subsidiaries) in respect of any such claim. The Indemnified Party will use its commercially reasonable efforts to recover under insurance policies and indemnity, contribution and similar agreements for any Losses prior to seeking indemnification under this Agreement. If the Indemnified Party (or its parent or any of its Subsidiaries) receives any such payment after it has already received an indemnification payment on account of its claim, then it shall promptly reimburse the Indemnifying Party for the amount of

such payment to the extent that such amount was not already deducted from the indemnification payment made by the Indemnifying Party or from the Indemnity Escrow Account, or, prior to the Escrow Expiration Date, return such amount to the Indemnity Escrow Account. For the avoidance of doubt, and without limitation to the provisions of Section 11.2, 11.3 or 11.4, an Indemnified Party will not have any indemnity, contribution or similar rights against any Related Party.

(f) In no event will any Buyer Indemnified Party be entitled to recover any punitive damages (except to the extent payable as a result of a Third-Party Claim).

(g) In no event will any Buyer Indemnified Party be entitled to recover any Losses to the extent such Losses are included in the calculation of the Final Closing Amount.

(h) For purposes of this Section 11, any breach of, or inaccuracy in, any representation or warranty contained in this Agreement (as well as any certificate delivered pursuant to this Agreement) (other than the representations and warranties set forth in the first sentence of Section 5.14 and Section 5.18(a)), as well as the amount of any Losses resulting from any such breach or inaccuracy, shall be determined without giving effect to any limitations or qualifications regarding materiality, the use of the word "material", "material respects", or "Material Adverse Effect", or any similar term, qualification or limitation based on materiality contained herein.

11.6. Procedures for Indemnification.

(a) If a party entitled to indemnification under this Section 11 (an "Indemnified Party") asserts that it has suffered or incurred a Loss for which it is entitled to indemnification from the Indemnity Escrow Account pursuant to Section 11.2 or that a party obligated to indemnify it has become obligated to such Indemnified Party pursuant to Section 11.3 or 11.4, or if any suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which the Indemnified Party may become entitled to indemnification from the Indemnity Escrow Account pursuant to Section 11.2 or a party obligated to indemnify it has become obligated to an Indemnified Party under Section 11.3 or 11.4, such Indemnified Party shall give prompt written notice to (i) in the case of a claim for indemnification pursuant to Section 11.2, the Seller Representative, (ii) in the case of a claim for indemnification pursuant to Section 11.3, the applicable Seller against whom such claim is asserted, and (iii) in the case of a claim for indemnification pursuant to Section 11.4, the Buyer (each such person, an "Indemnifying Party"). No delay in delivering such written notice to the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder or prevent the Indemnifying Party from recovering in respect of any claim for indemnification pursuant to and in accordance with this Section 11 unless, and then solely to the extent that, the Indemnifying Party is actually and materially prejudiced thereby. Such notice by the Indemnified Party will describe the claim giving rise to an obligation of indemnification in reasonable detail and will indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. Thereafter, the Indemnified Party will deliver to the Indemnifying Party, within five (5) Business Days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to such claim. Within 30 days after delivery of a notice pursuant to this Section 11.6 (the "Response Period"), the Indemnifying Party shall deliver to the Indemnified Party a written response to such notice. If, during the Response Period, the

Indemnifying Party delivers a written notice disputing the Indemnified Party's entitlement to indemnification of the Losses described in such notice, the parties shall use their commercially reasonable efforts to settle such disputed matters within 30 days following the expiration of the Response Period. The parties hereto acknowledge and agree that the Federal Rules of Evidence Rule 408 shall apply to the parties hereto during any such negotiations and any subsequent dispute arising therefrom. If the parties are unable to reach agreement within such 30-day period, the dispute may be resolved by any legally available means consistent with the provisions of Section 15.2.

(b) This Section 11.6(b) shall apply to any suit, action, investigation, claim or proceeding asserted by a third party against an Indemnified Party (a "Third-Party Claim"). The parties hereto shall cooperate and provide reasonable assistance in the defense or prosecution thereof. The Indemnified Party may not settle or compromise any Third-Party Claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed). No Indemnified Party nor any of its Affiliates will admit any liability with respect to, or settle, compromise or discharge any Third-Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed. The Indemnified Party and the Indemnifying Party will cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(c) To the extent of any conflict between Section 10.2(b) and this Section 11.6, Section 10.2(b) shall govern.

11.7. [Intentionally Omitted].

11.8. Exclusive Remedy. The parties hereto acknowledge and agree that, following the Closing, the indemnification provisions of Section 11 shall be the sole and exclusive remedies of the parties hereto for any claim (regardless of the legal theory under which such liability or obligation may be sought to be imposed (whether sounding in contract or tort, or whether at law or in equity, or otherwise)) that any party may at any time suffer or incur, or become subject to, as a result of or in connection with, or otherwise under this Agreement or the transactions contemplated hereby, including any breach of any representation or warranty in this Agreement (including in any certificates delivered hereunder) by any party, or any failure by any party to perform or comply with any covenant or agreement that, by its terms, was to have been performed, or complied with, under this Agreement, except (a) as provided in Section 3.2, (b) as provided in Section 15.16 or (c) in the event of a claim against a Person for such Person's Fraud. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Applicable Law, all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement or any Ancillary Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any law, except pursuant to Section 3.2, this Section 11, Section 15.16 or in the event of a claim against a Person for such Person's Fraud. Notwithstanding anything herein to the contrary, no Seller shall have any liability pursuant to or arising from this Agreement or the Ancillary Agreements in an aggregate

amount in excess of the aggregate consideration received by such Seller pursuant to this Agreement. The Sellers shall have no liability in addition to what has been provided under Section 11.3, and the limitations of liability under this Section 11 shall not be limited, restricted or affected in any manner on the basis that: (a) the R&W Policy is not in force on the Closing Date for any reason; (b) the R&W Policy is terminated or cancelled or becomes null and of no effect at any time after the Closing Date for any reason; or (c) the R&W Policy provider refuses, omits, is unable to or delays to make any payment under the R&W Policy for any reason, whether or not the R&W Policy provider is in default or not under the R&W Policy.

11.9. Indemnification Payments; Escrow Release.

(a) Within three (3) calendar days after the final determination of any amounts owing under Section 11.2, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to the Buyer any such amounts due and owing under Section 11.2, up to the amount then-remaining in the Indemnity Escrow Account. Any amounts owing under Section 11.3 shall be paid by the applicable Seller to the Buyer by wire transfer of immediately available funds within three (3) calendar days after the final determination thereof. Any amounts owing under Section 11.4 shall be paid by the Buyer to the applicable Seller, as directed by the Seller Representative, by wire transfer of immediately available funds within three (3) calendar days after the final determination thereof.

(b) On the Escrow Expiration Date, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to, or as directed by, the Seller Representative, for the benefit of the Sellers such amount, if any, then-remaining in the Indemnity Escrow Account less an amount equal to the aggregate dollar amount of claims for Losses made by the Buyer Indemnified Parties in good faith through the Escrow Expiration Date pursuant to this Section 11 that are then outstanding and unresolved (such amount of the retained Indemnity Escrow Amount, as it may be further reduced after the Escrow Expiration Date by distributions to, or for the benefit of, the Sellers as set forth below and recoveries by a Buyer Indemnified Party pursuant to this Section 11, the "Retained Indemnity Escrow Amount"). Such amount shall be allocated among and paid to the Sellers in accordance with the Seller Percentages.

(c) If and to the extent that after the Escrow Expiration Date, any claim for Losses is resolved for any amount less than what was retained for such claim at the Escrow Expiration Date, then Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to, or as directed by, the Seller Representative, for the benefit of the Sellers (in accordance with the Seller Percentages), an aggregate amount of the Retained Indemnity Escrow Amount equal to such difference; provided that such distribution shall only be made to the extent that the Retained Indemnity Escrow Amount remaining after such distribution would be sufficient to cover the aggregate amount of all unresolved claims for Losses timely made by the Buyer Indemnified Parties in accordance with Section 11.6. If and to the extent that, after the Escrow Expiration Date, any outstanding claim timely made by any Buyer Indemnified Party in accordance with Section 11.6 for a Loss is resolved in favor of such Buyer Indemnified Party, such Buyer Indemnified Party shall be entitled to recover an amount from the Retained Indemnity Escrow Amount equal to the amount of such outstanding claim resolved in favor of such Buyer Indemnified Party.

11.10. Purchase Price Adjustment. Notwithstanding anything to the contrary in this Agreement, any payments pursuant to this Section 11 shall be treated as an adjustment to the consideration paid to the Sellers hereunder for the purchase of Company Shares.

11.11. Post-Closing Termination of Certain Employee(s). In the event that the Company terminates the individual set forth on Schedule 11.11 prior to the six (6)-month anniversary of the Closing Date, the Sellers (on a joint and several basis) shall indemnify the Company for any severance, termination or similar amounts payable to such individual, pursuant to any plan, program, policy, agreement or arrangement in place prior to the Closing Date, including the employer portion of any employment or payroll Taxes payable in connection therewith.

11.12. Guarantee. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees, as a primary obligation and not as a surety, to the Sellers the payment and performance of the obligations of the Buyer under this Agreement (in each case, subject to all limitations, qualifications, terms and conditions of the Buyer's obligations set forth herein), including, for the avoidance of doubt, any obligations of the Buyer under Section 11.4 of this Agreement. This guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not of collectability, irrespective of the validity, legality or enforceability of this Agreement or any other document or instrument contemplated hereby. The Guarantor waives promptness, diligence, presentment, demand, protest, notice of acceptance, notice of any obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of the Guarantor, any of its Affiliates or any other entity or other Person primarily or secondarily liable with respect to any of the guaranteed obligations, and all suretyship defenses generally. If any payment in respect of any of the guaranteed obligations is rescinded after receipt by the Sellers, the guaranty hereunder shall be automatically reinstated as if no such payment had ever been made. The Guarantor agrees that the Sellers shall not be required to prosecute collection, enforcement or other remedies against the Guarantor or to enforce or resort to any rights or remedies pertaining thereto, before calling on the Guarantor for payment or performance. The Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of the obligations of the Guarantor set forth in this Agreement and notice of or proof of reliance by the Sellers upon this Section 11.12 or acceptance of this Section 11.12. The guaranty provided by the Guarantor pursuant to this Section 11.12 is an unconditional guarantee of payment and not of collection and is in no way conditioned upon any requirement that the Buyer or any other Person first attempt to collect any amounts from any Seller or resort to any security or other means of collecting payments required to be made by the Sellers hereunder. The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 11.12 are made knowingly in contemplation of such benefits. The Guarantor represents and warrants that (a) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, and (b) the execution, delivery and performance of this Agreement does not contravene any law to which the Guarantor is subject or result in any breach of any Contract to which the Guarantor is a party, other than such contravention or breach that would not be material to the Guarantor or limit its ability to carry out the terms and provisions of this Agreement.

SECTION 12
CONDITIONS PRECEDENT TO PERFORMANCE BY THE SELLERS AND THE COMPANY.

The obligations of the Sellers and the Company to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived in writing by the Seller Representative in his sole discretion:

12.1. Representations and Warranties of the Buyer. The representations and warranties of Buyer (i) set forth in the Buyer Fundamental Representations shall be true and correct in all respects, and (ii) set forth in Section 7 (other than the Buyer Fundamental Representations), without giving effect to any materiality or material adverse effect qualifications therein, shall be true and correct, in the case of clauses (i) and (ii), as of the Closing Date (except to the extent such representation or warranty refers to a specific date, in which case such representation or warranty shall instead be true and correct as of such date) as if made by the Buyer on and as of the Closing Date, except, in the case of clause (ii), to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on, or a material delay in, the ability of the Buyer to consummate the transactions contemplated by this Agreement.

12.2. Performance of the Obligations of the Buyer. The Buyer shall have complied with and performed in all material respects all obligations required under this Agreement to be performed or complied with by it on or before the Closing Date.

12.3. Consents and Approvals. All Consents of any Governmental Entities set forth on Exhibit K shall have been duly obtained and shall be in full force and effect on the Closing Date.

12.4. No Violation of Orders. No preliminary or permanent injunction or other order issued by any Governmental Entity, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby; and no action or proceeding before any Governmental Entity shall have been instituted or threatened by any Governmental Entity that seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or that challenges the validity or enforceability of this Agreement.

12.5. Escrow Agreement. The Buyer and the Escrow Agent shall have duly executed and delivered the Escrow Agreement in substantially the form attached hereto as Exhibit G.

12.6. Closing Certificate. The Buyer shall have delivered or caused to be delivered to the Seller Representative, a certificate of Buyer executed by a duly authorized officer thereof, dated as of the Closing Date, stating that the conditions set forth in Section 12.1 and Section 12.2 have been satisfied.

12.7. Amended and Restated LLC Agreement. Prior to the Closing, the Buyer shall enter into the Amended and Restated LLC Agreement. In addition, at the Closing, the Guarantor and the Buyer Principals shall make all capital contributions required to be made by them pursuant to the Amended and Restated LLC Agreement.

12.8. No Guarantor Material Adverse Effect. During the period from the date hereof to the Closing Date, there shall not have been any Guarantor Material Adverse Effect.

SECTION 13
CONDITIONS PRECEDENT TO PERFORMANCE BY THE BUYER.

The obligations of the Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived in writing by the Buyer in its sole discretion:

13.1. Representations and Warranties of the Company and the Sellers. The representations and warranties (i) set forth in the Company Fundamental Representations and the Seller Fundamental Representations shall be true and correct in all respects, (ii) set forth in Section 5 (other than the Company Fundamental Representations), without giving effect to any Company Material Adverse Effect or other materiality qualifications therein, shall be true and correct, and (iii) set forth in Section 6 (other than the Seller Fundamental Representations), without giving effect to any material adverse effect or other materiality qualifications therein, shall be true and correct, in the case of clauses (i) through (iii), as of the Closing Date (except to the extent such representation or warranty refers to a specific date, in which case such representation or warranty shall instead be true and correct as of such date) as if made by the Company or the applicable Seller, as applicable, on and as of the Closing Date, except, in the case of clause (ii), to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, and in the case of clause (iii), to the extent that the failure of such representations and warranties of a Seller to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on, or a material delay in, the ability of such Seller to consummate the transactions contemplated by this Agreement.

13.2. Performance of the Obligations of the Sellers and the Company. Each of the Sellers and the Company shall have complied with and performed in all material respects all obligations required under this Agreement to be performed or complied by it or them on or before the Closing Date.

13.3. Consents and Approvals. All Consents of any Governmental Entities set forth on Exhibit K and all FP Fund Consents shall have been duly obtained and shall be in full force and effect on the Closing Date.

13.4. No Violation of Orders. No preliminary or permanent injunction or other order issued by any Governmental Entity, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby; and no action or proceeding before any Governmental Entity shall have been instituted or threatened by any Governmental Entity that seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or that challenges the validity or enforceability of this Agreement.

13.5. No Company Material Adverse Effect. During the period from the date hereof to the Closing Date, there shall not have been any Company Material Adverse Effect.

13.6. Payoff of Indebtedness. At least two (2) days prior to the Closing Date, the Seller Representative shall have obtained and delivered to the Buyer (a) payoff letters ("Payoff Letters") relating to the repayment at the Closing of all Indebtedness of the Company and the release of all Liens in connection therewith on the Closing Date and (b) wire instructions related to the payment at Closing of all Transaction Expenses (the "Transaction Expenses Wire Instructions") and copies of final invoices from each such payee acknowledging the invoiced amounts as full and final payment for all services; provided, however, that in no event shall this Section 13.6 require the Seller Representative, the Seller or the Company to cause the termination of any contract, agreement or arrangement relating to Indebtedness other than as part of the Closing.

13.7. Escrow Agreement. The Seller Representative and the Escrow Agent shall have duly executed and delivered the Escrow Agreement in substantially the form attached hereto as Exhibit G.

13.8. FIRPTA Affidavit. Each Seller shall have delivered to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating that such Seller is not a "Foreign Person" as defined in Section 1445 of the Code.

13.9. Closing Certificate. The Seller Representative shall have delivered or caused to be delivered to the Buyer, a certificate duly executed by the Seller Representative, dated as of the Closing Date, stating that the conditions set forth in Section 13.1 and Section 13.2 have been satisfied.

13.10. Termination of Certain Employees. The Company shall have terminated the employment of the individuals set forth on Schedule 8.9.

13.11. Resignations. The Buyer shall have received at the Closing the resignation of all of the directors of the Company, effective as of the Closing, except for such directors that the Buyer specifies in writing to the Seller prior to the Closing Date.

13.12. Amended and Restated Bylaws. Prior to the Closing, the Company shall enter into the Amended and Restated Bylaws of the Company in the form attached hereto as Exhibit L.

SECTION 14
TERMINATION.

14.1. Conditions of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of the Seller Representative and the Buyer;

(b) by the Buyer if any Seller or the Company has breached any representation, warranty, covenant or agreement contained in this Agreement, which breach would give rise to the failure of any of the conditions set forth in Section 13, and which breach cannot be cured by such Seller or the Company, as the case may be, or, if capable of being cured, shall not have been cured prior to the earlier of (i) two (2) Business Days prior to the Outside Date and (ii) the date that is 30 calendar days after receipt by the Seller Representative of notice in writing from the Buyer

specifying the nature of such breach and requesting that it be cured (provided, that the Buyer shall not have the right to terminate this Agreement pursuant to this Section 14.1(b) if the Buyer is then in breach of the terms of this Agreement which breach would give rise to the failure of any of the conditions set forth in Section 12);

(c) by the Seller Representative if the Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement, which breach would give rise to the failure of any of the conditions set forth in Section 12, and which breach cannot be cured by the Buyer, or, if capable of being cured, shall not have been cured prior to the earlier of (i) two (2) Business Days prior to the Outside Date and (ii) the date that is 30 calendar days after receipt by the Buyer of notice in writing from the Seller Representative specifying the nature of such breach and requesting that it be cured (provided, that the Seller Representative shall not have the right to terminate this Agreement pursuant to this Section 14.1(c) if any Seller or the Company is then in breach of the terms of this Agreement which breach would give rise to the failure of any of the conditions set forth in Section 13);

(d) by the Seller Representative or the Buyer if (i) there shall be a final, non-appealable order of a federal or state court in effect permanently preventing consummation of the transactions contemplated hereby; or (ii) there shall be any final, non-appealable action taken, or any judgement, decree, statute, rule, regulation or order enacted, promulgated or issued and deemed applicable to the transactions contemplated hereby by any Governmental Entity that would make consummation of the transactions contemplated hereby illegal; or

(e) by the Seller Representative or the Buyer if the Closing shall not have been consummated by May 31, 2020 (the "Outside Date"), provided that if the Closing has not occurred as of the Outside Date solely because the consent of the SBA has not been obtained as of such date, then the Outside Date shall be automatically extended for an additional period of sixty (60) days, provided further that the right to terminate this Agreement under this Section 14.1 (e) shall not be available to any party whose failure to fulfill any material covenant under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

14.2. Effect of Termination. In the event of the termination of this Agreement as provided in Section 14.1 hereof, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability or obligation on the part of any party hereto, or their respective officers, directors, equity owners or Affiliates, except to the extent that such termination results from the Willful Breach by a party hereto of this Agreement, and provided that the provisions of Section 14 and Section 15 hereof shall remain in full force and effect and survive any termination of this Agreement; provided, further, that the Confidentiality Agreement, dated as of May 22, 2019, by and between Silver Lane Advisors, LLC (on behalf of the Company) and the Buyer (the "Confidentiality Agreement") will survive the termination of this Agreement for a period of two (2) years following the date of such termination (and, notwithstanding anything contained in this Agreement or the Confidentiality Agreement to the contrary, the Confidentiality Agreement term will be automatically amended to be extended for such additional two (2) year period), and there will be no liability on the part of any of the parties to one another, except for Willful Breaches. Nothing in this Section 14 will be deemed to impair the right of any party to compel specific performance by another party of its obligations under this Agreement.

SECTION 15
MISCELLANEOUS.

15.1. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other parties hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided, however, that the Buyer may assign its rights hereunder to an Affiliate of the Buyer; provided, further, that no such assignment shall reduce or otherwise vitiate any of the obligations of the Buyer hereunder. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

15.2. Governing Law, Jurisdiction; Forum. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of, the State of New York, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of New York, State of New York or the United States of America for the Southern District of New York. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to such jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

15.3. Expenses. Except as expressly set forth herein, all fees, expenses and costs incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party hereto incurring such fees, expenses and costs. Notwithstanding the foregoing, (a) the Buyer shall be responsible for the costs and fees of the R&W Policy and fifty percent (50%) of the costs and fees of the Escrow Agent, and (b) the other fifty percent (50%) of the costs and fees of the Escrow Agent and the cost of the insurance policy contemplated by Section 9.3(c) shall be a Transaction Expense.

15.4. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

15.5. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day of transmission if sent via electronic mail transmission to the electronic mail address given below, and telephonic or electronic mail confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to the Sellers or the Seller Representative:

Five Points Capital, Inc.
101 N Cherry St #700
Winston-Salem, NC 27101
Attention: David G. Townsend
E-mail: dtownsend@fivepointscapital.com

with a copy to:

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attention: David W. Tegeler and Steven M. Peck
E-mail: dtegeler@proskauer.com and speck@proskauer.com

If to the Buyer or the Guarantor:

8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attention: C. Clark Webb and William F. Souder, Jr.
Email: ccw@210capital.com and fsouder@rcpadvisors.com

with a copy to:

Gibson, Dunn & Crutcher LLP
2001 Ross Avenue
Dallas, Texas 75201
Attention: David L. Sinak and Doug Rayburn
E-mail: dsinak@gibsondunn.com and drayburn@gibsondunn.com

Any party may change its address for the purpose of this Section 15.5 by giving the other party written notice of its new address in the manner set forth above.

15.6. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Buyer and the Seller Representative, or in the case of a waiver, by the Buyer or the Seller Representative, as applicable, waiving compliance. Any waiver by the Buyer or the Seller Representative of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

15.7. Public Announcements and Confidentiality. The Buyer, the Company and the Sellers shall not (and shall ensure that their Affiliates, equity holders, directors, officers, employees, agents and other representatives do not) issue a press release or any other public written statement or disseminate any public communication through any form of media (including radio, television or electronic media) about this Agreement or the transactions contemplated by this Agreement except, in the case of the Company (following the Closing) or the Buyer, with the written consent of the Seller Representative, or in the case of the Company (prior to the Closing) or any Seller, with the written consent of the Buyer, except in each case as required by Applicable Law, in the reasonable opinion of counsel, in which case the Buyer and the Seller Representative will have the right to reasonably review such press release, announcement or communication prior to its issuance, distribution or publication.

15.8. Confidential Information. (a) Each Seller understands and agrees that any information regarding the business conducted by the Company, including, without limitation, any and all trade secrets related thereto ("Confidential Information"), constitutes valuable assets and, following the Closing, agrees not to, and agrees to cause its Affiliates not to, directly or indirectly, disclose any Confidential Information except solely to the extent necessary for any Seller to perform his, her or its obligations as an employee of the Company, the Buyer or the Buyer Group or in connection with the resolution of disputes and indemnification claims under this Agreement; provided, however, that Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by a Seller or (ii) first becomes available to any Seller after the Closing Date directly or indirectly from a source other than the Company or the Buyer, provided that such source is not known by such Seller to be bound by a confidentiality agreement with the Buyer or its Affiliates or otherwise prohibited from transmitting the information to any Seller by a contractual, legal or fiduciary obligation.

(b) Anything herein to the contrary notwithstanding, no Seller will be restricted from disclosing Confidential Information that is required to be disclosed by Applicable Law; provided, however, that in the event disclosure is required by Applicable Law after the Closing, (i) the applicable Seller shall provide the Buyer with as much advanced notice as is practicable of such requirement so that the Buyer may seek an appropriate protective order prior to any such required disclosure by such Seller, and (ii) the applicable Seller shall only disclose the portion of the Confidential Information that is required to be disclosed by the Applicable Law, as determined by outside counsel.

15.9. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All Exhibits and Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

15.10. Parties in Interest. Except as provided in Section 9.3(b)-(c), Section 9.6, Section 11 and Section 15.15(a), which shall be enforceable by the parties entitled to the benefits thereunder, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third persons to the parties hereto. No provision of this Agreement shall give any third parties any right of subrogation or action over or against the parties hereto.

15.11. Scheduled Disclosures. Disclosure of any matter, fact or circumstance in a Schedule to this Agreement shall be deemed to be disclosure thereof for purposes of any other Schedule to this Agreement to the extent that such disclosure is readily apparent on its face to be so applicable to such other Schedule. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Schedules or Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement or the Schedules or Exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter not described or included in this Agreement or in any Schedule or Exhibit is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. The information contained in this Agreement and in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of law or breach of contract).

15.12. Section and Paragraph Headings. The Section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

15.14. Authorization of Seller Representative. (a) David G. Townsend is hereby appointed, authorized and empowered to act as Seller Representative for the benefit of Sellers, as the exclusive agent and attorney-in-fact on behalf of the Sellers, in connection with and to facilitate the consummation of the transactions contemplated hereby, including pursuant to the Escrow Agreement, which shall include the power and authority:

(i) to execute and deliver the Escrow Agreement (with such modifications or changes therein as Seller Representative has approved and to agree to such amendments or modifications thereto as the Seller Representative determines to be desirable);

(ii) to execute and deliver waivers and consents in connection with this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby and thereby, and amendments hereto and thereto, as it may deem necessary or desirable, subject to any applicable reasonableness requirement set forth in this Agreement or the Escrow Agreement;

(iii) to receive all agreements, certificates and other documents to be delivered by the Buyer at the Closing pursuant to this Agreement;

(iv) to give and receive notices of service of process on behalf of each Seller under this Agreement;

(v) to direct the payment of all moneys and other proceeds and property payable to Seller Representative or the Sellers from the Buyer, the Indemnity Escrow Account and/or the Adjustment Escrow Account as described herein;

(vi) to enforce and protect the rights and interests of Sellers (including Seller Representative, in its capacity as a Seller) and to enforce and protect the rights and interests of the Seller Representative arising out of or under or in any manner relating to this Agreement and the Escrow Agreement, and each other agreement, document, instrument or certificate referred to herein or therein or the transactions provided for herein or therein (including in connection with any and all claims for indemnification brought under Section 11), and to take any and all actions that Seller Representative believes are necessary or appropriate under the Escrow Agreement and/or this Agreement for and on behalf of Sellers, including asserting or pursuing any claim, action, suit or proceeding (a "Claim") against the Buyer, defending any Third-Party Claims on behalf of the Seller, consenting to, compromising or settling any such Claims, conducting negotiations with the Buyer and its representatives regarding such Claims, and, in connection therewith, to, among other things: (A) assert any claim or institute any claim, action, suit, proceeding or investigation; (B) investigate, defend, contest or litigate any claim, action, suit, proceeding or investigation initiated by the Buyer or any other Person, or by any federal, state or local Governmental Entity against Seller Representative and/or any of the Sellers, and receive process on behalf of any or all of the Sellers in any such claim, action, suit, proceeding or investigation and settle on such terms as the Seller Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to, any such claim, action, suit, proceeding or investigation; (C) file any proofs of debt, claims and petitions as the Seller Representative may deem advisable or necessary; (D) settle any claims asserted under the Escrow Agreement; and (E) file and prosecute appeals from any decision, judgment or award rendered in any such claim, action, suit, proceeding or investigation, it being understood that the Seller Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions;

(vii) to refrain from enforcing any right of any the Seller and/or the Seller Representative arising out of or under or in any manner relating to this Agreement, the Escrow Agreement or any other agreement, instrument or document in connection with the foregoing; provided, however, that no such failure to act on the part of the Seller Representative, except as otherwise provided in this Agreement or in the Escrow Agreement, shall be deemed a waiver of any such right or interest by the Seller Representative or by such Seller unless such waiver is in writing signed by the waiving party or by the Seller Representative; and

(viii) to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Seller Representative may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement, the Escrow Agreement, and all other agreements, documents or instruments referred to herein or therein or executed in connection herewith and therewith.

(b) All of the indemnities, immunities and powers granted to the Seller Representative under this Agreement shall survive the Closing Date and/or any termination of this Agreement and/or the Escrow Agreement. The Buyer shall have the right to rely upon all actions taken or omitted to be taken by the Seller Representative pursuant to this Agreement and the Escrow Agreement, all of which actions or omissions shall be legally binding upon the Sellers.

(c) The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Seller, (ii) shall survive the consummation of the transactions contemplated by this Agreement, and (iii) shall be binding upon the successors, assigns, heirs, executors, administrators, legal representatives and beneficiaries, as applicable, of each of the Sellers.

(d) The Sellers, severally, shall indemnify and hold harmless the Seller Representative against any Losses resulting from its role as the Seller Representative.

(e) Each Seller shall be obligated to reimburse the Seller Representative for any out-of-pocket cost or expense incurred by the Seller Representative in connection with the exercise of its duties under this Section 15.14.

(f) In the event the Seller Representative resigns as the Seller Representative or upon the death or disability of the Seller Representative, the Sellers shall appoint by majority vote of the Sellers a substitute Seller Representative, who may be a Seller or any other Person.

15.15. Non-Recourse. Subject in all cases to the provisions of Section 11:

(a) This Agreement and the Ancillary Agreements may only be enforced against, and any claim or suit based upon, arising out of, or related to this Agreement or the Ancillary Agreements, or the negotiation, execution or performance of this Agreement or the Ancillary Agreements, may only be brought against the named parties to this Agreement or such Ancillary Agreements and then only with respect to the specific obligations set forth herein and therein with respect to the named parties to this Agreement or such Ancillary Agreements (in all cases, as limited by the provisions of Section 11). No Person who is not a named party to this Agreement or the Ancillary Agreements, including any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Company, the Sellers or any of their respective Affiliates, will have or be subject to any liability or indemnification obligation (whether in contract, tort or otherwise) to the Buyer or any other Person resulting from (nor will the Buyer have any claim with respect to) (i) the distribution to the Buyer, or the Buyer's use of, or reliance on, any information, documents, projections, forecasts or other material made available to the Buyer in certain "data rooms," confidential information memoranda or management presentations in expectation of, or in connection with, the transactions contemplated by this Agreement, or (ii) any claim based on, in respect of, or by reason of, the sale and purchase of the Company, including any alleged non-disclosure or misrepresentations made by any such Persons, in each case, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract, tort or otherwise, or whether at law or in equity, or otherwise; and each party hereto waives and releases all such liabilities and obligations against any such Persons.

15.16. Specific Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged and agreed that the parties hereto shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach or threatened breach. Each party hereto further agrees that no other party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 15.16, and each party hereto (a) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (b) agrees to cooperate fully in any attempt by the other party or parties in obtaining such equitable relief.

15.17. Conflicts; Privileges.

(a) It is acknowledged by each of the parties hereto that the Company and the Seller Representative have retained Proskauer Rose LLP to act as their counsel in connection with the transactions contemplated hereby and that Proskauer Rose LLP has not acted as counsel for any other Person in connection with the transactions contemplated hereby and that no other party to this Agreement or Person has the status of a client of Proskauer Rose LLP for conflict of interest or any other purposes as a result thereof.

(b) The Buyer and the Company hereby: (i) waive, on behalf of themselves and each of their Affiliates, any claim they have or may have that Proskauer Rose LLP has a conflict of interest in connection with or is otherwise prohibited from engaging in such representation; and (ii) agree that, in the event that a dispute arises after the Closing between the Buyer or any of its Affiliates (including the Company) and the Seller Representative, the Sellers or any of their respective Affiliates, Proskauer Rose LLP may represent any such party in such dispute even though the interest of any such party may be directly adverse to the Buyer or any of its Affiliates (including the Company) and even though Proskauer Rose LLP may have represented the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Buyer or the Company.

(c) The parties hereto, for themselves and their respective Affiliates (including, as applicable, the Company), further agree that, as to all communications between or among Proskauer Rose LLP, the Sellers, the Seller Representative, and/or the Company that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to the Seller Representative and may be controlled by the Seller Representative and shall not pass to or be claimed by the Buyer or the Company. Accordingly, the Company shall not have access to any such communications or to the files of Proskauer Rose LLP relating to such engagement from and after the Closing.

[*Signature page follows*]

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

COMPANY:

FIVE POINTS CAPITAL, INC.

By: /s/ David G. Townsend
Name: David G. Townsend
Title: President

SELLERS:

DAVID G. TOWNSEND REVOCABLE LIVING TRUST AGREEMENT DATED 9-9-2004

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Trustee

MARTIN PAUL GILMORE 2008 REVOCABLE TRUST DATED MARCH 17, 2008

By: /s/ Martin P. Gilmore
Name: Martin P. Gilmore
Title: Trustee

By: /s/ Thomas H. Westbrook
Thomas H. Westbrook

By: /s/ Christopher N. Jones
Christopher N. Jones

[Signature Pages to Sale and Purchase Agreement]

SELLER REPRESENTATIVE:

By: /s/ David G. Townsend
David G. Townsend

[Signature Pages to Sale and Purchase Agreement]

BUYER:

P10 INTERMEDIATE HOLDINGS LLC

By: P10 Holdings, Inc., its sole member

By: /s/ C. Clark Webb
Name: C. Clark Webb
Title: Co-Chief Executive Officer

GUARANTOR:

P10 HOLDINGS, INC.
(solely for purposes of Section 11.12)

By: /s/ C. Clark Webb
Name: C. Clark Webb
Title: Co-Chief Executive Officer

Exhibit A
Persons Executing Employment Agreements

Exhibit B
Supplemental Transaction Agreement

Exhibit A

Investment LLC Agreement

Exhibit C

Side Letter Re: Management Fees (Sellers)

Exhibit D

Side Letter Re: Management Fees (Partners)

Exhibit E
Equityholders Agreement

Exhibit F

Form of Amended and Restated LLC Agreement

Exhibit G
Form of Escrow Agreement

Exhibit H
Illustration of Net Working Capital

Exhibit J

Form of Written Notice to each FP Fund and Investor in each FP Fund

Exhibit K
Consents and Approvals

Exhibit L

Form of Amended and Restated Bylaws of the Company

Exhibit 10.5

CONFIDENTIAL

SALE AND PURCHASE AGREEMENT

by and among

TRUEBRIDGE CAPITAL PARTNERS LLC,

TRUEBRIDGE COLONIAL FUND, U/A DATED 11/15/2015,

MAW MANAGEMENT CO.,

EDWIN POSTON AND MEL A. WILLIAMS
(SOLELY IN THEIR CAPACITY AS THE SELLER REPRESENTATIVE),

EDWIN POSTON
(SOLELY FOR PURPOSES OF SECTIONS 8.7 AND 11.9),

MEL A. WILLIAMS
(SOLELY FOR PURPOSES OF SECTIONS 8.7 AND 11.10),

P10 INTERMEDIATE HOLDINGS LLC,

and

P10 HOLDINGS, INC.
(SOLELY FOR PURPOSES OF SECTION 11.11)

Dated as of August 24, 2020

TABLE OF CONTENTS

Exhibits

SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT, dated as of August 24, 2020 (this "Agreement"), by and among TrueBridge Capital Partners LLC, a Delaware limited liability company (the "Company"), TrueBridge Colonial Fund, u/a dated 11/15/2015 ("TCF"), MAW Management Co., a Delaware corporation ("MAW" and, together with TCF, the "Sellers"), Edwin Poston ("Poston"), solely for purposes of Sections 8.7 and 11.9, Mel A. Williams ("Williams" and, together with Poston, the "Seller Owners"), solely for purposes of Sections 8.7 and 11.10, Poston and Williams (in their capacity as the Seller Representative), P10 Intermediate Holdings LLC, a Delaware limited liability company (the " Buyer"), and P10 Holdings, Inc., a Delaware corporation (the "Guarantor"), solely for purposes of Section 11.11. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in SECTION 1.

WITNESSETH:

WHEREAS, the Company is engaged in the business of providing Investment Management Services;

WHEREAS, the Sellers collectively own all of the issued and outstanding membership interests of the Company (the "Interests");

WHEREAS, Poston is the trustee of TCF; WHEREAS, Williams is the sole stockholder of MAW;

WHEREAS, the Buyer desires to purchase the Interests from the Sellers, and the Sellers desire to sell the Interests to the Buyer, in each case upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, simultaneously herewith, each of the Seller Owners has entered into an employment agreement with the Company (each, an "Employment Agreement") to be effective at (and subject to the occurrence of) the Closing;

WHEREAS, simultaneously herewith, the Buyer, the Company and the Sellers therein have entered into a side letter agreement (the "Side Letter Agreement") in the form attached hereto as Exhibit A and to be effective at (and subject to the occurrence of) the Closing; and

WHEREAS, simultaneously herewith, the Sellers have entered into an amendment to that certain Equityholders Agreement (the "Equityholders Agreement Amendment"), dated as of January 16, 2020, by and among Thomas P. Danis, Jr. as Trustee of the Thomas P. Danis, Jr. Revocable Living Trust dated March 10, 2003, as amended, Jeff P. Gehl as Trustee of the Jeff P. Gehl Living Trust dated January 25, 2011, Charles K. Huebner as Trustee of the Charles K. Huebner Trust dated January 16, 2001, Souder Family LLC, a Delaware limited liability company, Jon I. Madorsky as Trustee of the Jon I. Madorsky Revocable Trust dated December 1, 2008, David McCoy, Alexander Abell, Michael Feinglass, Andrew Nelson and Nell Blatherwick, 210/P10 Acquisition Partners, LLC, a Texas limited liability company, Keystone Capital XXX, LLC, a Delaware limited liability company, David G. Townsend, Trustee of the David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004, Martin P. Gilmore, Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, Thomas H. Westbrook, Christopher N. Jones, the Buyer and the Guarantor, to be effective at (and subject to the occurrence of) the Closing.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereby agree as follows:

SECTION 1.
DEFINITIONS.

(a) As used in this Agreement, the following terms shall have the following meanings:

"Accounting Firm" has the meaning set forth in Section 3.2(c).

"Accounting Firm Report" has the meaning set forth in Section 3.2(c).

"Action" has the meaning set forth in Section 5.16(a).

"Advisers Act" shall mean the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Advisory Client" has the meaning set forth in Section 5.24(a).

"Affiliates " shall mean, with respect to a Person, any Person, directly or indirectly, controlling, controlled by or under common control with the Person specified; provided, that (i) the TB Funds shall not be deemed to be "Affiliates" of any member of the Company Group or of any Seller or Seller Owner and (ii) the Buyer Group Funds shall not be deemed to be "Affiliates" of any member of the Buyer Group.

"Agreement" has the meaning set forth in the Preamble hereto.

"Alternative Debt Financing" has the meaning set forth in Section 9.7(a).

"Alternative Debt Financing Commitment Letter" has the meaning set forth in Section 9.7(a).

"Ancillary Agreements" shall mean the Employment Agreements, the Side Letter Agreement, the Equityholders Agreement Amendment, the Buyer LLC Agreement, the Company LLC Agreement, and any other agreement, document, instrument or certificate contemplated by this Agreement to be executed by any of the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

"Applicable Law" shall mean all provisions that apply to a Person or its property of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, approvals or orders of a Governmental Entity (including the SEC) having jurisdiction over the Person, (ii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with a Governmental Entity (including the SEC) having jurisdiction over the Person, and (iii) Applicable Securities Laws.

"Applicable Securities Laws" shall mean the Advisers Act, the Investment Company Act, the Exchange Act, the Securities Act, applicable state blue sky laws and securities regulations and other Applicable Laws relating to securities or investment advisers, whether foreign or domestic.

"Base Consideration" has the meaning set forth in Section 3.1(a)(i).

"Base Revenue Amount" shall the aggregate Revenue Run Rates for all Advisory Clients.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which banks in New York, New York are required or authorized to close.

"Buyer" has the meaning set forth in the Preamble hereto.

"Buyer 401(k) Plan" has the meaning set forth in Section 8.8.

"Buyer Deductible" means $1,000,000.

"Buyer Formation Documents" has the meaning set forth in Section 7.1.

"Buyer Fundamental Representations" shall mean the representations and warranties set forth in Section 7.1, Section 7.5, Section 7.6 and Section 7.30.

"Buyer Group" shall mean the Guarantor, the Buyer and any direct or indirect Subsidiary of the Buyer.

"Buyer Group Affiliate Contract" shall mean any contract between or among (i) any equityholder of the Guarantor or the Buyer or any Affiliate or Related Party of any equityholder of the Guarantor or the Buyer, on the one hand, and (ii) any member of the Buyer Group or otherwise in respect of the Buyer Group Business, on the other hand, other than this Agreement, the Guarantor Organizational Documents, the Buyer Formation Documents or, for the avoidance of doubt, any limited partnership agreement or limited liability company agreement (or equivalent) of any Buyer Group GP Entity, Buyer Group Fund or Subsidiary of the Buyer.

"Buyer Group Business" shall mean the business conducted by the Buyer Group as of the date hereof.

"Buyer Group ERISA Affiliate" has the meaning set forth in Section 7.18(c).

"Buyer Group Funds" shall mean any investment vehicle for which any member of the Buyer Group, directly or indirectly, provides Investment Management Services or serves as the sponsor, general partner, managing member, or in any similar capacity (including any master or feeder fund, parallel fund, fund of one or other alternative investment vehicle or third party co-investment vehicle, but excluding any "separate account clients").

"Buyer Group GP Entities" shall mean each Person that is the general partner or managing member (or equivalent) of any Buyer Group Fund and a direct or indirect Subsidiary of the Buyer.

"Buyer Group Investment Contract" shall mean any contract, agreement, instrument or understanding, whether oral or written, relating to the rendering of Investment Management Services to any Person by any member of the Buyer Group including, for the avoidance of doubt, (i) the limited partnership agreement or limited liability company agreement (or equivalent) of any Buyer Group Fund and (ii) any side letter with any investor in any Buyer Group Fund, but excluding any Buyer Group Portfolio Contract and any subscription agreement entered into between a Buyer Group Fund and any investor in a Buyer Group Fund.

"Buyer Group Lease" shall mean each lease, license, permit, sublease and occupancy agreement, together with all amendments thereto, with respect to all real property in which any member of the Buyer Group has a leasehold interest, whether as lessor or lessee.

"Buyer Group Leased Real Property" shall mean the real property of which any member of the Buyer Group is a lessee.

"Buyer Group Licenses and Permits" shall mean all licenses, permits, franchises, authorizations, approvals, exemption orders and no-action letters issued or granted to any member of the Buyer Group by any Governmental Entity.

"Buyer Group Listed Intellectual Property" shall mean (i) all registered trademarks, (ii) all patents, (iii) all registered copyrights and (iv) all applications for the foregoing, in each case, owned by any member of the Buyer Group.

"Buyer Group Material Adverse Effect" shall mean any effect, change, circumstance, event, development, occurrence or condition that, individually or taken together with any other effect, change, circumstance, event, development, occurrence or condition, has had or would be reasonably likely to have a material adverse effect on (i) the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Buyer Group, taken as a whole; provided, however, that in determining whether there has been a Buyer Group Material Adverse Effect, any effect, change, circumstance, event, development, occurrence or condition to the extent resulting from, relating to or arising out of any of the following shall be disregarded: (A) general United States or international economic conditions or conditions generally affecting the industry in which the Buyer Group operates; (B) any change in the credit, debt, financial, banking, securities, currency or capital markets in general (whether in the United States or any other country or in any international market) or in interest or exchange rates (including any disruption thereof and any decline in the price of any security or any market index); (C) any pandemic, national disaster, national or international political or social conditions, including but not limited to the engagement in hostilities by the United States, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or natural or man-made disaster or acts of God; (D) changes in Applicable Laws and/or Investment Laws and Regulations, GAAP or accounting rules; (E) any failure by any member of the Buyer Group to meet any projections, forecasts or estimates of revenue or earnings (as distinguished from

any event that caused such failure); or (F) the identity of the Company Group or the announcement of the execution of this Agreement, the Ancillary Agreements, or the transactions contemplated hereby or thereby; provided, further, that, with respect to clauses (A) to (F), the impact of such effect, change, circumstance, event, development, occurrence or condition is not disproportionately adverse to the Buyer Group, taken as a whole, as compared to other similarly situated companies engaged in the same business as the Buyer Group or (ii) the ability of the Buyer Group to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which it is a party.

"Buyer Group Material Contract" has the meaning set forth in Section 7.17(b).

"Buyer Group Organization" has the meaning set forth in Section 7.33.

"Buyer Group Plans" has the meaning set forth in Section 7.18(a).

"Buyer Group Portfolio Contract" shall mean any contract, agreement or instrument relating to any investment by any Person to whom any member of the Buyer Group provides any Investment Management Services, including, without limitation, any Buyer Group Fund, to which no member of the Buyer Group is a party.

"Buyer Indemnified Parties" has the meaning set forth in Section 11.2(a).

"Buyer Investor" has the meaning set forth in Section 8.7(d)(iii).

"Buyer LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of the Buyer effective prior to the Closing Date in substantially the form attached hereto as Exhibit B.

"CARES Act" means the CARES Act (Pub. L. 116-136 (2020)) and any similar law providing for the deferral of Taxes, the conditional deferral, reduction, or forgiveness of Taxes, the increase in the utility of Tax attributes, or other Tax-related measures, in each case, intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"Carried Interest" shall mean any performance fee, performance allocation, carried interest, promote, special profits interest or other performance-based compensation (or priority allocation), but excluding any management fees, any such amounts that are paid in lieu of management fees in connection with any "cashless contribution" or "fee conversion" strategy or otherwise, and any return on any cashless contribution or fee conversion itself (which, for the avoidance of doubt, shall be treated as a return on invested capital).

"Cash" shall mean, as of the Reference Time, all cash and cash equivalents held by the Company Group (other than the Company Group GP Entities) at such time (including any cash and cash equivalents related to management fees earned prior to the Closing) and marketable securities, in each case determined in accordance with GAAP. For the avoidance of doubt, and in a manner consistent with GAAP, Cash shall (i) be calculated net of issued but uncleared checks and drafts, to the extent such checks have not cleared as of the Reference Time, (ii) include checks and drafts deposited for the account of any member of the Company Group (other than the Company Group GP Entities), and (iii) be calculated net of Restricted Cash.

"CEA" shall mean the Commodity Exchange Act of 1936, as amended, and the rules and regulations promulgated thereunder.

"Choate" has the meaning set forth in Section 15.17(a). "Claim" has the meaning set forth in Section 15.14(a)(v). "Client Consents" means:

(i) with respect to an Advisory Client (other than a TB Fund) that is party to a Company Group Investment Contract requiring (by its terms and/or under Applicable Laws) written or "express" consent to the deemed assignment of such Company Group Investment Contract resulting from the transactions contemplated by this Agreement, that such Advisory Client has provided written Consent to such deemed assignment of such Company Group Investment Contract resulting from the transactions contemplated by this Agreement, and such Consent remains in effect as of the Closing;

(ii) with respect to an Advisory Client (other than a TB Fund) that is a party to a Company Group Investment Contract that does not prohibit (by its terms or under Applicable Laws) the use of "negative consent" to the deemed assignment of such Company Group Investment Contract, that such Advisory Client has been sent a written notification and consent letter as contemplated in Section 8.4, and such Advisory Client has not for a period of at least forty-five (45) days (or such shorter period specified in such Company Group Investment Contract) following receipt of such letter (or otherwise prior to the Closing) communicated to the Company Group objections (or otherwise affirmatively declined to give its Consent) to the deemed assignment of such Company Group Investment Contract resulting from the transactions contemplated by this Agreement, and such Consent remains in effect as of the Closing; and

(iii) with respect to an Advisory Client that is a TB Fund (A) that approval has been obtained in the manner required by the partnership agreement or other governing document of such TB Fund or (B) in the event the partnership agreement or other governing document of such TB Fund does not address such approval, that (1) the general partner or managing member (or equivalent) of such TB Fund has provided written Consent to the deemed assignment of the applicable Company Group Investment Contract resulting from the transactions contemplated by this Agreement, and such Consent remains in effect as of the Closing and (2) for a period of at least forty-five (45) days following receipt of the written notification and consent letter as contemplated by Section 8.4, a majority-in-interest of the investors of such TB Fund (determined by reference to their capital account balance or share ownership of such TB Fund, as applicable) have not communicated to any member of the Company Group objections to the general partner's granting of the Consent described in clause (A).

"Client Revenue" means the sum of the Revenue Run Rates with respect to each Advisory Client.

"Closing" has the meaning set forth in SECTION 4.

"Closing Date" has the meaning set forth in SECTION 4.

"Closing Statement" has the meaning set forth in Section 3.2(b).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in Preamble hereto.

"Company Equity Rights" has the meaning set forth in Section 5.6(b).

"Company Financial Statements" has the meaning set forth in Section 5.7.

"Company Formation Documents" has the meaning set forth in Section 5.1.

"Company Fundamental Representations" shall mean the representations and warranties set forth in Section 5.1, Section 5.5, Section 5.6 and Section 5.28.

"Company Group" shall mean the Company, the Company Group GP Entities and any other direct or indirect Subsidiary of the Company. It is understood that the Company Group does not include the entities listed as Other Entities on Schedule 5.6(a)(ii).

"Company Group Affiliate Contract" shall mean any contract between or among (i) any Seller or any Affiliate of any Seller (including the Seller Owner), on the one hand, and (ii) any member of the Company Group or otherwise in respect of the Company Group Business, on the other hand, other than this Agreement, the Company Formation Documents or any limited partnership agreement or limited liability company agreement (or equivalent) of any Company Group GP Entity or any TB Fund.

"Company Group Business" shall mean the business conducted by the Company Group as of the date hereof.

"Company Group ERISA Affiliate" has the meaning set forth in Section 5.18(c).

"Company Group GP Entities" shall mean each Person that is the general partner or managing member (or equivalent) of any TB Fund, including but not limited to the entities listed as Company Group GP Entities on Schedule 5.6(a)(ii), and each of their respective Subsidiaries.

"Company Group Investment Contract " shall mean any contract, agreement, instrument or understanding, whether oral or written, relating to the rendering of Investment Management Services to any Person by any member of the Company Group including, for the avoidance of doubt, (i) the limited partnership agreement or limited liability company agreement (or equivalent) of any TB Fund and (ii) any side letter with any investor in any TB Fund, but excluding any Company Group Portfolio Contract and any subscription agreement entered into between a TB Fund and any investor in a TB Fund.

"Company Group IP" has the meaning set forth in Section 5.13(c).

"Company Group Lease" has the meaning set forth in Section 5.11(a).

"Company Group Leased Real Property" has the meaning set forth in Section 5.11(a).

"Company Group Licenses and Permits" has the meaning set forth in Section 5.14.

"Company Group Listed Intellectual Property" has the meaning set forth in Section 5.13(a).

"Company Group Material Adverse Effect " shall mean any effect, change, circumstance, event, development, occurrence or condition that, individually or taken together with any other effect, change, circumstance, event, development, occurrence or condition, has had or would be reasonably likely to have a material adverse effect on (i) the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Company Group, taken as a whole; provided, however, that in determining whether there has been a Company Group Material Adverse Effect, any effect, change, circumstance, event, development, occurrence or condition to the extent resulting from, relating to or arising out of any of the following shall be disregarded: (A) general United States or international economic conditions or conditions generally affecting the industry in which the Company Group operates; (B) any change in the credit, debt, financial, banking, securities, currency or capital markets in general (whether in the United States or any other country or in any international market) or in interest or exchange rates (including any disruption thereof and any decline in the price of any security or any market index); (C) any pandemic, national disaster, national or international political or social conditions, including but not limited to the engagement in hostilities by the United States, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or natural or man-made disaster or acts of God; (D) changes in Applicable Laws and/or Investment Laws and Regulations, GAAP or accounting rules; (E) any failure by any member of the Company Group to meet any projections, forecasts or estimates of revenue or earnings (as distinguished from any event that caused such failure); or (F) the identity of the Buyer Group or the announcement of the execution of this Agreement, the Ancillary Agreements, the transactions contemplated hereby or thereby or the Buyer Group's disclosure of its plans or intentions with respect to the conduct of the business of the Company Group after the Closing (including, in each case, the impact thereof on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, customers, suppliers, vendors, partners, employees or Governmental Entities); provided, further, that, with respect to clauses (A) to (F), the impact of such effect, change, circumstance, event, development, occurrence or condition is not disproportionately adverse to the Company Group, taken as a whole, as compared to other similarly situated companies engaged in the same business as the Company Group or (ii) the ability of the Company Group to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which it is a party.

"Company Group Material Contract" has the meaning set forth in Section 5.17(b).

"Company Group Plans" has the meaning set forth in Section 5.18(a).

"Company Group Portfolio Contract" shall mean any contract, agreement or instrument relating to any investment by any Advisory Client, to which no member of the Company Group is a party.

"Company LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company.

"Company Pension Plan" means the TrueBridge Capital Cash Balance Plan.

"Company 401(k) Plan" means the TrueBridge Capital 401(k) Plan.

"Competitive Activity" has the meaning set forth in Section 8.7(b)(ii).

"Competitive Enterprise" has the meaning set forth in Section 8.7(b)(iii).

"Confidential Information" has the meaning set forth in Section 15.8(a).

"Consent" has the meaning set forth in Section 5.4.

"Consenting Client Revenue Run Rate" means the sum of the Revenue Run Rates with respect to each Advisory Client for which Client Consent has been obtained (and remains in effect) as of the Closing.

"Consenting Percentage" means a fraction, the numerator of which is the Consenting Client Revenue Run Rate, and the denominator of which is the Base Revenue Amount, expressed as a percentage.

"Continuing Employee" has the meaning set forth in Section 9.3(a).

"Contracts" means all written or oral agreements, contracts, leases, subleases, purchase orders, arrangements, letters of credit, guarantees, commitments and obligations, in each case, to the extent legally binding.

"Debt Commitment Letter" has the meaning set forth in Section 7.31(a).

"Debt Financing" has the meaning set forth in Section 7.31(a).

"Debt Financing Agreements" has the meaning set forth in Section 9.7(a).

"Debt Financing Commitment" has the meaning set forth in Section 7.31(a).

"Debt Financing Source" has the meaning set forth in Section 7.31(a).

"Debt Financing Source Parties" means, collectively, the Debt Financing Source, its Affiliates and such Persons' and their Affiliates' respective current, former and future directors, officers, general or limited partners, shareholders, members, managers, controlling persons, employees, representatives and agents, and the respective successors and assigns of each of the foregoing; provided, that the Buyer Group (or any of its Affiliates) shall not be deemed to be "Debt Financing Source Parties".

"Disputed Item" has the meaning set forth in Section 3.2(c).

"Employment Agreement" has the meaning set forth in the Recitals hereto.

"Environmental Laws" has the meaning set forth in Section 5.22.

"Equityholders Agreement Amendment" has the meaning set forth in the Recitals.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations of the Department of Labor promulgated thereunder.

"Estimated Cash" has the meaning set forth in Section 3.1(b).

"Estimated Closing Amount" has the meaning set forth in Section 3.1(a).

"Estimated Closing Statement" has the meaning set forth in Section 3.1(b).

"Estimated Indebtedness" has the meaning set forth in Section 3.1(b).

"Estimated Net Working Capital" has the meaning set forth in Section 3.1(b).

"Estimated Transaction Expenses" has the meaning set forth in Section 3.1(b).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Fee Letters" has the meaning set forth in Section 7.31.

"FFCRA" means the Families First Coronavirus Response Act, Pub. L. No. 116-127 (116th Cong.) (Mar. 18, 2020).

"Final Cash" has the meaning set forth in Section 3.2(b).

"Final Closing Amount" has the meaning set forth in Section 3.2(a).

"Final Indebtedness" has the meaning set forth in Section 3.2(b).

"Final Net Working Capital" has the meaning set forth in Section 3.2(b).

"Final Transaction Expenses" has the meaning set forth in Section 3.2(b).

"Fraud" means actual or intentional fraud with respect to the making of a representation or warranty by a party in this Agreement. For the avoidance of doubt, "Fraud" shall not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including a claim for fraud) based on negligence or recklessness.

"Fundamental Representations" shall mean the Company Fundamental Representations, the Seller Fundamental Representations and the Buyer Fundamental Representations.

"GAAP" shall mean U.S. generally accepted accounting principles applied on a consistent basis.

"Governmental Entity" shall mean any federal, state or local governmental, regulatory or other public body, agency, commission, department, branch, division, subdivision, bureau, audit group, procuring office or authority (including self-regulatory organizations), court, tribunal, domestic or foreign, including the employees or agents thereof.

"Guarantor" has the meaning set forth in the Preamble.

"Guarantor Financial Statements" has the meaning set forth in Section 7.6.

"Guarantor Interim Balance Sheet" has the meaning set forth in Section 7.6.

"Guarantor Organizational Documents" has the meaning set forth in Section 7.1.

"HSR Act" has the meaning set forth in Section 5.4.

"Indebtedness " shall mean, as of any time, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations (including any prepayment premiums, make whole premiums, breakage costs or premiums, prepayment penalties of similar fees, costs and charges payable as a result of the full repayment thereof or the consummation of the transactions contemplated by this Agreement) arising under, any obligations of any member of the Company Group (other than the Company Group GP Entities) consisting of (i) indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money or for the deferred purchase price of property or services, (ii) indebtedness evidenced by any note, bond, debenture or other debt security, (iii) the redemption value of or value of payments required to terminate, as applicable, all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by any such Person, whether periodically or upon the happening of a contingency, (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by any such Person, (v) all obligations under any leases required to be capitalized in accordance with GAAP, (vi) all indebtedness secured by any Lien on any property or asset owned or held by any such Person, (vii) all earn-out payments, installment payments or other payments of deferred or contingent purchase price relating to any acquisition of the assets or securities of any Person, (viii) all deferred capital expenditures, (ix) all liabilities with respect to any current or former employee, officer or director of any member of the Company Group (other than the Company Group GP Entities) that arise before or on the Closing Date, including all unfunded liabilities with respect to the Company Pension Plan or the Company 401(k) Plan, accrued but unpaid profit sharing or phantom equity obligations, compensation, deferred compensation and vacation and paid time off obligations, all workers' compensation claims and any liability in respect of accrued but unpaid bonuses, (x) all amounts payable by any member of the Company Group (other than the Company Group GP Entities) to the Seller Owners (excluding compensatory amounts payable to the Seller Owners in their capacity as employees of the Company), (xi) any underfunded liabilities under the Company Pension Plan and (xii) all obligations of others referred to in the foregoing clauses (i) through (xi) guaranteed directly or indirectly in any manner by such Person. Notwithstanding the foregoing, "Indebtedness" shall not include any (x) undrawn letters of credit, or (y) amounts included as Transaction Expenses or any Taxes or any amounts included in the calculation of Net Working Capital.

"Indemnified Party" has the meaning set forth in Section 11.5(a).

"Indemnified Taxes" shall mean, without duplication, (i) all Taxes of the Seller Owners or the Sellers that are assessed or collected against any member of the Buyer Group (including the Company Group (other than the Company Group GP Entities) after the Closing) with respect to any Pre-Closing Tax Period or the portion of any Straddle Period ending on the Closing Date, (ii) any Taxes of any member of the Company Group (or any other entity in which the Company directly or indirectly holds or held any economic interest (but only to the extent of such economic interest) that is classified as equity for U.S. federal income tax purposes), excluding the Company Group GP Entities, with respect to any Pre-Closing Tax Period or the portion of any Straddle Period ending on the Closing Date, determined in accordance with Section 10.2(c) (treating, for the avoidance of doubt, any Taxes of the Company (or such other entity) that are attributable to events, payments or transactions that occurred prior to the Closing but the payment and/or liability for which have been deferred pursuant to any Pandemic Response Law, as Taxes described in this clause (ii)), (iii) Transfer Taxes for which any Seller Owner or Seller is responsible under this Agreement, (iv) the unpaid Taxes of any Person imposed on any member of the Company Group (or any other entity in which the Company directly or indirectly holds any economic interest (but only to the extent of such economic interest) that is classified as equity for U.S. federal income tax purposes), excluding the Company Group GP Entities, under applicable Law as a transferee or successor, or by contract the principal subject of which is Taxes, which Taxes relate to an event or transaction occurring before the Closing and (v) any Taxes imposed on any member of the Company Group (other than the Company Group GP Entities) resulting from the transactions contemplated by Section 8.10 (including, for the avoidance of doubt, any Taxes of any other Person that a member of the Company Group (other than the Company Group GP Entities) is required to pay or bear pursuant to any contractual arrangement entered into in order to implement the transactions contemplated by Section 8.10; provided, that (A) any Taxes that were specifically taken into account as Indebtedness or a liability in the calculation of the Net Working Capital or as Transaction Expenses, in each case in a manner and solely to the extent that such Taxes actually reduced the Final Closing Amount, and (B) any Taxes attributable to actions taken on the Closing Date and after the Closing outside of the ordinary course of business, shall not be Indemnified Taxes.

"Indemnifying Party" has the meaning set forth in Section 11.5(a).

"Intellectual Property" shall mean all administrative and legal rights relating to the following owned, used or held for use in the Company Group Business (with respect to the Company Group) or the Buyer Group Business (with respect to the Buyer Group) anywhere in the world: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know how (including with respect to investment processes), software, proprietary models, technology, business methods, technical data and customer lists, tangible or intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world, (iv) all industrial designs and any registrations and applications therefor throughout the world, (v) all trade

names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world and all goodwill associated therewith, (vi) all databases and data collections and all rights therein throughout the world, (vii) all moral and economic rights of authors and inventors, however denominated, throughout the world, (viii) all Internet addresses, sites and domain names and numbers and (ix) the Company Group Listed Intellectual Property (with respect to the Company Group) or the Buyer Group Listed Intellectual Property (with respect to the Buyer Group).

"Interests" shall have the meaning set forth in the Recitals hereto.

"Interim Balance Sheet" has the meaning set forth in Section 5.7.

"Investment Company Act" shall mean the Investment Company Act of 1940, as amended from time to time, and the rules and regulations of the SEC promulgated thereunder.

"Investment Laws and Regulations" has the meaning set forth in Section 5.15(a).

"Investment Management Services" shall mean investment management or investment advisory services, including sub-advisory services, administrative services, underwriting, distribution or marketing services or any other services related to the provision of investment management or investment advisory services including any similar services deemed to be "investment advice" pursuant to the Advisers Act.

"IRS" shall mean the Internal Revenue Service.

"Knowledge " shall mean, (i) in the case of the Company, the actual knowledge, after reasonable inquiry, of any Seller Owner, (ii) in the case of the Buyer, the actual knowledge, after reasonable inquiry, of Robert H. Alpert, C. Clark Webb, William F. Souder, Jr. and Jeff Gehl, (iii) in the case of TCF, the actual knowledge, after reasonable inquiry, of Poston and (iv) in the case of MAW, the actual knowledge, after reasonable inquiry, of Williams.

"Lien" shall mean any mortgage, pledge, security interest, encumbrance, lien (statutory or other), option, easement, right of first refusal, adverse claim, conditional sale agreement, claim, charge, limitation or restriction, including any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Losses" shall mean any liability, damage, interest, loss, fine, penalty, cost, expense, judgment, settlement, award, interest or expenses, including reasonable fees and expenses of counsel and reasonable expenses of investigation, preparing or defending the foregoing.

"MAW" has the meaning set forth in the Preamble hereto.

"Net Working Capital" shall mean an amount, without duplication, equal to (i) the current assets of the Company Group (other than the Company Group GP Entities) (excluding assets included in the determination of Cash) minus (ii) the current liabilities of the Company Group (other than the Company Group GP Entities) (excluding liabilities included in the determination of Cash, Indebtedness and Transaction Expenses), in each case as of the Reference

Time, as determined in accordance with GAAP in a manner consistent with the example on Schedule 3.1(b). For the avoidance of doubt, the determination of Net Working Capital and the preparation of the Closing Statement will take into account only those components (i.e., only those line items) and adjustments reflected on Schedule 3.1(b).

"NOLs" has the meaning set forth on Section 7.9(b).

"Non-Management Fee Economics" has the meaning set forth in Section 8.10.

"Outside Date" has the meaning set forth in Section 14.1(e).

"P10 Entity" has the meaning set forth in Section 8.7(b)(i).

"Pandemic Response Laws" means the CARES Act, the FFCRA, and any other similar or additional federal, state, local, or foreign law, or administrative guidance intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"Payoff Letters" has the meaning set forth in Section 13.6.

"Performance Records" has the meaning set forth in Section 5.12(b).

"Permitted Liens " shall mean (i) Liens for utilities, current Taxes or assessments or other governmental charges not yet due and payable or that are being diligently contested in good faith by appropriate proceedings and, for which adequate reserves (in accordance with GAAP) have been established, (ii) mechanics', carriers', workers', repairers', materialmen's, warehousemen's, lessor's, landlord's and other similar Liens arising or incurred in the ordinary course of business not yet due and payable, (iii) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions or other social security or retirement benefits or similar legislation, (iv) deposits securing liability to insurance carriers under insurance or self-insurance arrangements, (v) Liens arising under protective filings, (vi) Liens in favor of a banking institution arising as a matter of Applicable Law encumbering deposits (including the right of set-off) held by such banking institution incurred in the ordinary course of business and which are within the general parameters customary in the banking industry, (vii) zoning, entitlement, building and other land use regulations imposed by any Governmental Entity having jurisdiction over the Company Group Leased Real Property (with respect to the Company Group) or the Buyer Group Leased Real Property (with respect to the Buyer Group), as applicable, which are not violated by the current use and operation of the Company Group Leased Real Property (with respect to the Company Group) or the Buyer Group Leased Real Property (with respect to the Buyer Group), respectively, (viii) covenants, conditions, restrictions, easements, and other similar matters of record affecting title to the Company Group Leased Real Property (with respect to the Company Group) or the Buyer Group Leased Real Property (with respect to the Buyer Group), as applicable, which do not materially impair the occupancy or use of the Company Group Leased Real Property (with respect to the Company Group) or the Buyer Group Leased Real Property (with respect to the Buyer Group), respectively, for the purposes for which it is currently used or proposed to be used in connection with the Company Group Business or the Buyer Group Business, respectively, (ix) public roads and highways, (x) purchase money Liens and Liens securing rental payments under capital lease arrangements, (xi) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money, and (xii) Liens on the ownership or transfer of securities arising under applicable Law.

"Person" shall mean any individual, corporation, company, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

"Post-Closing Adjustment Amount" means an amount equal to (a) the Final Closing Amount minus (b) the Estimated Closing Amount.

"Poston" has the meaning set forth in Preamble hereto.

"Pre-Closing Tax Period" means any taxable period ending at or before the close of the Closing Date.

"Principles" shall mean (i) GAAP applied on a consistent basis consistent with (ii) the accounting methods, practices, and principles (including classification and estimation methodologies) used by the Company Group in the preparation of the most recent unaudited Company Financial Statements, specifically the use of cash basis accounting (collectively, the "Company Accounting Principles"); provided, that in the event of a conflict between GAAP and the Company Accounting Principles, the Company Accounting Principles shall prevail. Without limiting the foregoing, all determinations made hereunder as of the Reference Time shall be made without taking into account the transactions contemplated by this Agreement.

"R&W Insurer" shall mean AIG Specialty Insurance Company.

"R&W Policy" shall mean that certain representations and warranties insurance policy issued by the R&W Insurer to the Buyer.

"Reduced Coverage Losses" has the meaning set forth in Section 11.4(c).

"Reference Time" shall mean 11:59 p.m. New York City time on the day before the Closing Date.

"Regulatory Agency" has the meaning set forth in Section 5.29.

"Related Client" shall mean any Advisory Client or investor in any TB Fund that is (i) any member of the Company Group, any Seller or any Seller Owner, (ii) a director, officer, shareholder, owner or employee of any member of the Company Group or a member of the immediate family of any such director, officer, shareholder, owner or employee, or (iii) a trust or collective investment vehicle in which any member of the Company Group is a holder of a beneficial interest.

"Related Party" shall mean, with respect to any specified Person, (i) any Affiliate of such specified Person, (ii) any Person who is a director, officer, general partner, managing member, employee, equityholder or in a similar capacity of such specified Person or any of its Affiliates and (iii) any other Person who holds, individually or together with such other Person's Affiliates and any members of such other Person's immediate family, directly or indirectly, more than 10% of the outstanding equity or ownership interests of such specified Person.

"Representative" means, with respect to a particular Person, any director, manager, member, limited or general partner, equityholder, officer, employee, agent, consultant, advisor or other representative of such Person, including outside legal counsel, accountants and financial advisors.

"Restricted Cash" means all Cash that is not freely useable and available to the Company Group (other than the Company Group GP Entities) because it is subject to restrictions or limitations on use or distribution either by contract or for regulatory or legal purposes.

"Restricted Period" has the meaning set forth in Section 8.7(b)(i).

"Restrictive Covenants" has the meaning set forth in Section 8.7(a).

"Revenue Run Rate" means, with respect to an Advisory Client, the amount set forth on Schedule 5.24 across from such Advisory Client's name, which represents the aggregate annualized fees (whether based on fixed fee, minimum fee, asset-based or other arrangements, but excluding carried interest, and net of any applicable fee waivers, reimbursements or similar offsets) payable by such Advisory Client pursuant to the applicable Company Group Investment Contract as estimated for the 2020 calendar year.

"SEC" shall mean the Securities and Exchange Commission.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Seller Deductible" means $1,000,000.

"Seller Fundamental Representations" shall mean the representations and warranties set forth in Section 6.1, Section 6.4 and Section 6.6.

"Seller Owner" has the meaning set forth in the Preamble hereto.

"Seller Percentage" shall mean, with respect to each Seller, the percentage set forth on Schedule 5.6(a)(i).

"Seller Released Claim" has the meaning set forth in Section 9.6(a).

"Seller Released Person" has the meaning set forth in Section 9.6(a).

"Seller Releasing Person" has the meaning set forth in Section 9.6(a).

"Seller Representative" shall mean (i) as of the date hereof, TCF and MAW acting together and (ii) if, at any time following the date hereof, any Person replaces TCF and MAW as the representative of the Sellers hereunder in accordance with the terms of this Agreement, such Person.

"Sellers" has the meaning set forth in the Preamble hereto.

"Series D Preferred Units" means the Series D Preferred Units representing limited liability company interests in the Buyer and having the rights and privileges as set forth in the Buyer LLC Agreement.

"Side Letter Agreement" has the meaning set forth in the Recitals hereto.

"Special Losses" has the meaning set forth in Section 11.4(c).

"SRO" has the meaning set forth in Section 5.29.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subsidiaries" shall mean, with respect to any Person, any corporation, association or other business entity of which (i) more than fifty percent (50%) of the total voting power of shares of stock or other equity interest entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereto is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) such first Person or its Subsidiary is a general partner or managing member; provided, that (x) the TB Funds shall not be deemed to be Subsidiaries of the Company Group and (y) the Buyer Group Funds shall not be deemed to be Subsidiaries of the Buyer Group.

"Target Working Capital" means zero ($0).

"Tax" or "Taxes" shall mean (i) any taxes, fees, and similar assessments imposed by any Taxing Authority, including income, profits, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, sales, use, real property, personal property (tangible and intangible), stamp, user, excise, duty, franchise, capital stock, transfer, registration, withholding, social security (or similar), unemployment, disability, payroll, employment, fuel, excess profits, occupational, premium, windfall profit, severance, or other similar charge (including, for the avoidance of doubt and without limitation, any "imputed underpayment" within the meaning of Section 6225 of the Code), and including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" shall mean any report, return, information return, filing, claim for refund or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

"Taxing Authority" shall mean the IRS or any Governmental Entity responsible for the imposition or collection of any Tax.

"TB Fund" shall mean any investment vehicle for which any member of the Company Group, directly or indirectly, provides Investment Management Services or serves as the sponsor, general partner, managing member, or in any similar capacity (including any master or feeder fund, parallel fund, fund of one or other alternative investment vehicle or third party co-investment vehicle, but excluding any "separate account clients").

"TB Fund Financial Statement" has the meaning set forth in Section 5.27(f).

"TB Organization" has the meaning set forth in Section 5.31.

"TCF" has the meaning set forth in the Preamble hereto.

"Third-Party Claim" has the meaning set forth in Section 11.5(b).

"Transaction Expenses" shall mean (i) all fees and expenses payable to the legal, financial and other advisors and accountants of the Company Group, in each case to the extent (A) unpaid as of the Closing and (B) related to the transactions contemplated by this Agreement, (ii) to the extent payable by any member of the Company Group or any Person that any member of the Company Group is legally obligated to pay or reimburse, any transaction bonus, discretionary bonus, retention, "stay put" or other similar compensatory payments, or severance, change in control, termination or similar amounts, payable to any current or former employee, manager, consultant or other service provider of any member of the Company Group as a result of the transactions contemplated by this Agreement, including the employer portion of any employment or payroll Taxes payable with respect thereto (any of the payments described in this clause (ii) that are triggered by a termination of employment by any member of the Company Group after the Closing shall not be a Transaction Expense) (such amounts under this clause (ii), collectively, the "Sale Bonuses"), (iii) the cost of the insurance policy contemplated by Section 9.3(c), (iv) one-half of the premium and other costs in obtaining the R&W Policy, not to exceed $150,000 and (v) all costs, fees and expenses incurred by any member of the Company Group in connection with each consent sought pursuant to Section 8.2 and Section 8.4. Notwithstanding the foregoing, Transaction Expenses shall not include any amount paid by any member of the Company Group on the Closing Date in respect of Estimated Transaction Expenses under Section 3.1(h).

"Transaction Expenses Wire Instructions" has the meaning set forth in Section 13.6.

"Transfer Taxes" has the meaning set forth in Section 10.1.

"Ultimate GP" means the Person(s) that, directly or indirectly, exercises control over any Company Group GP Entity, including but not limited to, a Company Group GP Entity's general partner, manager or managing member (or equivalent).

"Undisputed Item" has the meaning set forth in Section 3.2(c).

"Williams" has the meaning set forth in Preamble hereto.

"Willful Breach " means an action or failure to act by one of the parties hereto that constitutes a material breach of this Agreement, and such action was taken or such failure occurred with such party's knowledge or intention that such action or failure to act could reasonably be expected to constitute a breach of this Agreement, and such breach (i) resulted in, or contributed to, the failure of any of the conditions set forth in Section 12 or Section 13, as applicable, to be satisfied or (ii) resulted in, or contributed to, the Closing not being consummated at the time the Closing would have occurred pursuant to Section 4.

(b) Interpretation.

(i) The words, “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof. All instances of the words “include,” “includes” or “including” in this Agreement shall be deemed to be followed by the words “without limitation.”

(ii) References to $ will be references to United States Dollars.

(iii) A reference to any Person in this Agreement or any other agreement or document shall include such Person’s predecessors-in-interest, successors and permitted assigns.

(iv) Except as otherwise specifically indicated herein, each accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP.

(v) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(vi) The parties hereto are each represented by legal counsel and have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(vii) Any document or item will be deemed “delivered”, “provided” or “made available” within the meaning of this Agreement if such document or item (a) is included in the electronic data room, (b) actually delivered or provided to the Buyer or any of its Representatives, in each case, at least two (2) days prior to the date hereof or the Closing, as applicable or (c) actually delivered or provided to the Seller Representative or any of his Representatives, in each case, at least two (2) days prior to the date hereof or the Closing, as applicable.

SECTION 2.
PURCHASE AND SALE OF INTERESTS.

2.1 Purchase and Sale. Subject to the terms and conditions herein set forth, each Seller shall sell, convey, transfer, assign and deliver the Interests held by such Seller to the Buyer, and the Buyer shall purchase and accept such Interests from such Seller, at the Closing, in each case, free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law).

2.2 Withholding Rights. The Buyer shall be entitled to deduct and withhold from any amount otherwise payable to any Person pursuant to this Agreement such amounts of Tax as it is required by applicable law to deduct and withhold with respect to the making of such payment to such Person. All amounts that are deducted or withheld by the Buyer and paid over to or deposited with the relevant Taxing Authority by the Buyer shall be treated for all purposes of this Agreement as having been paid to the Sellers. If the Buyer determines any withholding is required with respect to any payment under this Agreement, the Buyer shall use reasonable best efforts to notify the Seller Representative of any such withholding requirement at least ten (10) Business Days prior to the date such withholding is required to be made and to cooperate in good faith with the Sellers to seek to reduce the amount of, or eliminate the necessity for, such withholding (including by each Seller providing the Buyer with a validly executed IRS Form W-9).

SECTION 3.
PURCHASE PRICE.

3.1 Closing Purchase Price.

(a) "Estimated Closing Amount" shall mean:

(i) Ninety Four Million, Three Hundred Fifty Thousand Dollars ($94,350,000) (the "Base Consideration"), provided, however, that if the Consenting Percentage is less than ninety-five percent (95%), the Base Consideration shall be reduced to an amount equal to (A) the Consenting Percentage or eighty-five percent (85%), whichever is higher, multiplied by (B) $94,350,000;

(ii) reduced by the amount, if any, by which Estimated Net Working Capital is less than the Target Working Capital,

(iii) increased by the amount, if any, by which Estimated Net Working Capital is greater than the Target Working Capital,

(iv) reduced by the Estimated Cash, if Estimated Cash is a negative number,

(v) increased by the Estimated Cash, if Estimated Cash is a positive number,

(vi) reduced by the amount of the Estimated Indebtedness, and

(vii) reduced by the Estimated Transaction Expenses.

(b) On or before the date which is two (2) days prior to the date on which the Closing is scheduled to occur, the Seller Representative shall prepare and deliver to the Buyer (i) a good faith estimate of the (A) Net Working Capital ("Estimated Net Working Capital"), (B) Cash ("Estimated Cash"), (C) Indebtedness ("Estimated Indebtedness") and (D) Transaction Expenses ("Estimated Transaction Expenses"), in each case as of the Reference Time and determined in accordance with GAAP and, with respect of clause (A), in a manner consistent with the example on Schedule 3.1(b), (ii) a schedule of the recipients and amounts of Sale Bonuses payable at

Closing, and (iii) a balance sheet of the Company as of the Reference Time and prepared in accordance with the Principles, together with such additional schedules and data as may be appropriate to support the calculations of the items described in (A) through (D) of Section 3.1(b)(i) and Section 3.1(b)(ii) (items (i), (ii) and (iii), collectively, the "Estimated Closing Statement"). For illustrative purposes only, attached as Schedule 3.1(b) is a spreadsheet illustrating the calculation of Net Working Capital as of August 14, 2020. For purposes of the Estimated Closing Statement and the determination of the Estimated Closing Amount, Estimated Net Working Capital shall be calculated in a manner consistent with the calculation of Net Working Capital set forth in Schedule 3.1(b). The calculation of Estimated Net Working Capital, Estimated Cash, Estimated Indebtedness and Estimated Transaction Expenses shall not include or take into account any action taken or committed to by the Buyer Group or any action taken or committed to by the Company Group following the Closing.

(c) Following the delivery of the Estimated Closing Statement to the Buyer, the Company shall provide the Buyer with reasonable access at reasonable times to copies of the work papers and other books and records of the Company Group and its senior executive employees to the extent related to the preparation of the Estimated Closing Statement for purposes of assisting the Buyer in its review of the Estimated Closing Statement.

(d) On the Closing Date, the Buyer shall pay, or cause to be paid, to each Seller, an amount of cash, by wire transfer of immediately available funds, equal to such Seller's Seller Percentage of the Estimated Closing Amount.

(e) On the Closing Date, the Buyer shall pay, or cause to be paid, to each Person entitled thereto, an amount of cash, by wire transfer of immediately available funds, equal to the Estimated Indebtedness, in each case, as set forth in the Payoff Letters delivered pursuant to this Agreement.

(f) On the Closing Date, the Buyer shall pay, or cause to be paid, (i) to each Person entitled thereto, an amount of cash, by wire transfer of immediately available funds, equal to Estimated Transaction Expenses (other than the Sale Bonuses), in each case, in accordance with the Transaction Expenses Wire Instructions delivered pursuant to this Agreement; and (ii) to the Company, an amount equal to the total amount of the Sale Bonuses, each of which amounts shall be paid at the Closing by the Company (less applicable Tax withholdings) in the amounts and to the recipients set forth on the schedule to be delivered by the Company in clause (ii) of the Estimated Closing Statement.

(g) On the Closing Date, the Buyer shall deliver to each Seller such Seller's Seller Percentage of 28,590,910 Series D Preferred Units, provided, however, that if the Consenting Percentage is less than ninety-five percent (95%), the number of Series D Preferred Units shall be reduced to an amount equal to (A) the Consenting Percentage or eighty-five percent (85%), whichever is higher, multiplied by (B) 28,590,910.

3.2 Post-Closing Closing Payment Adjustments.

(a) "Final Closing Amount" shall mean the following, as finally determined pursuant to this Section 3.2:

(i) the Base Consideration (subject, for the avoidance of doubt, to any adjustments pursuant to the proviso in Section 3.1(a)(i));

(ii) reduced by the amount, if any, by which Final Net Working Capital is less than the Target Working Capital,

(iii) increased by the amount, if any, by which Final Net Working Capital is greater than the Target Working Capital,

(iv) reduced by the amount of Final Cash, if Final Cash is a negative number,

(v) increased by the amount of Final Cash, if Final Cash is a positive number,

(vi) reduced by the amount of the Final Indebtedness, and

(vii) reduced by the amount of Final Transaction Expenses.

(b) As promptly as practicable following the Closing, but in any event no later than forty-five (45) days after the date of the Closing, the Buyer shall prepare and deliver to the Seller Representative (i) a written report setting forth (A) Net Working Capital ("Final Net Working Capital"), (B) Cash ("Final Cash"), (C) Indebtedness ("Final Indebtedness") and (D) Transaction Expenses ("Final Transaction Expenses"), in each case, as of the Reference Time and in accordance with GAAP and, with respect to clause (A), in a manner consistent with the example on Schedule 3.1(b), and (ii) a balance sheet of the Company as of the Reference Time and in accordance with the Principles, together with such additional schedules and data as may be appropriate to support the calculations of the items described in clauses (A) through (D) of Section 3.2(b)(i) and Section 3.2(b)(ii) (items (i)-(ii), collectively, the "Closing Statement"). As provided for in Section 3.2(c), the Closing Statement shall be subject to review by the Seller Representative. For purposes of the Closing Statement, the Final Net Working Capital shall be calculated in a manner consistent with the calculation of Net Working Capital set forth in Schedule 3.1(b). The parties agree that the determination of Estimated Closing Amount and Final Closing Amount will be without any change in or introduction of any new reserves, and without duplication to any items counted in such determination. The parties agree that the purpose of preparing and calculating the Net Working Capital hereunder is to measure changes in Net Working Capital without the introduction of new or different accounting methods, policies, practices, procedures, classifications, judgments or estimation methodologies other than those used in the sample calculation set forth on Schedule 3.1(b). The calculation of Final Net Working Capital, Final Cash, Final Indebtedness and Final Transaction Expenses shall not include or take into account any action taken or committed to by the Buyer Group following the Closing (which, for the avoidance of doubt, includes the Company Group).

(c) From and after the delivery of the Closing Statement, the Seller Representative will be entitled to reasonable access at reasonable times during normal business hours to the relevant employees, records and working papers of the Buyer Group and/or the accountants, if any, assisting the Buyer in the preparation of the Closing Statement to aid in their review thereof. The Seller Representative may dispute the Closing Statement or the calculations of the amounts set forth therein by notifying the Buyer in writing (a "Dispute Notice") of any such disputed amounts or calculations and setting forth, in reasonable detail, the basis for such dispute and alternative calculations with respect to the items or amounts with which it disagrees (each, a "Disputed Item") within forty-five (45) days of the Seller Representative's receipt of the Closing Statement from the Buyer. Any item or amount not objected to in the Dispute Notice (an "Undisputed Item") shall become final and binding on the parties for purposes of this Agreement, except to the extent that an adjustment to a Disputed Item made in accordance with this Section 3.2 requires an offsetting adjustment to be made to an Undisputed Item. If the Buyer disputes a Disputed Item, then the Seller Representative and the Buyer shall negotiate in good faith to resolve such dispute. If, after a period of thirty (30) days following the date on which the Seller Representative delivers the Dispute Notice to Buyer, any such Disputed Item still remains disputed, then the Seller Representative and the Buyer shall submit such dispute to any independent, nationally recognized accounting firm as determined by the Buyer and the Seller Representative (the "Accounting Firm"), which shall, within thirty (30) days after such submission, determine and report to the Buyer and the Seller Representative upon such remaining Disputed Items or calculations, and such report shall be final, binding and conclusive on the Sellers and the Buyer; provided that (x) the Accounting Firm shall only be entitled to resolve those Disputed Items submitted to it for resolution (and any Undisputed Items or Disputed Items previously resolved between the Buyer and the Seller Representative that require an offsetting adjustment to be made in connection with the resolution of such Disputed Items), (y) the Accounting Firm shall make its determination based solely on the presentations and supporting material provided by the Buyer and the Seller Representative and not pursuant to any independent review and (z) in no event shall the Accounting Firm's determination of such remaining Disputed Items or calculations be for an amount that is greater than the greatest value for such item claimed by the Buyer or the Seller Representative or less than the smallest value for such item claimed by the Buyer or the Seller Representative. The Accounting Firm shall deliver to the Buyer and the Seller Representative, as promptly as practicable and in any event shall endeavor to do so within thirty (30) days after its appointment, a written report (i) setting forth (x) the resolution of each Disputed Item submitted to it and (y) any adjustments that are required to be made to any Undisputed Items or Disputed Items previously resolved between the Buyer and the Seller Representative to reflect such resolution and (ii) containing a revised Closing Statement reflecting the foregoing (the "Accounting Firm Report"). The Closing Statement shall be deemed final upon the earliest of (i) the failure of the Seller Representative to notify the Buyer of a dispute within forty-five (45) days of the Seller Representative's receipt of the Closing Statement from the Buyer, (ii) receipt by the Buyer of a notice from the Seller Representative stating that the Sellers accept the amounts and calculations set forth in the Closing Statement, (iii) the resolution of all Disputed Items pursuant to this Section 3.2(c) by the Seller Representative and the Buyer or (iv) the resolution of all Disputed Items pursuant to the Accounting Firm Report. The Buyer and the Seller Representative shall make reasonably available to the Accounting Firm all relevant books and records, as well as any documents or work papers used in the calculation of the Closing Statement (including those of the parties' respective Representatives, to the extent applicable) and supporting

documentation relating to such Closing Statement. The decision of the Accounting Firm shall be final and binding and the exclusive remedy of the parties with respect to any disputes arising with respect to the items set forth in the Closing Statement. The fees and expenses of the Accounting Firm shall be allocated to be paid by the Buyer, on the one hand, and/or the Seller Representative (on behalf of the Sellers), on the other hand, based upon the percentage which the portion of the contested amount not awarded to each party bears to the aggregate contested amount, as determined by the Accounting Firm.

(d) Following the resolution of any dispute concerning the Closing Statement in accordance with Section 3.2(c):

(i) if the Post-Closing Adjustment Amount is a positive number, then, within two (2) Business Days, the Buyer shall pay to each Seller such Seller's Seller Percentage of the Post-Closing Adjustment Amount by wire transfer of immediately available funds to the account or accounts designated in writing by the Seller Representative; and

(ii) if the Post-Closing Adjustment Amount is a negative number, then within two (2) Business Days, each Seller shall pay such Seller's Seller Percentage of the Post-Closing Adjustment Amount to the Buyer by wire transfer of immediately available funds to the account or accounts designated in writing by the Buyer.

(e) If, at any time within one hundred eighty (180) days after the Closing, a Client Consent that caused any downward adjustment in the Base Consideration or the number of Series D Preferred Units issued pursuant to Section 3.1(g) is obtained, then (i) the Buyer shall promptly (and in any event within ten calendar days) pay to each Seller such Seller's Seller Percentage of the downward adjustment in Base Consideration attributable to the failure to obtain the applicable Client Consent prior to Closing (the amount of such downward adjustment, the "Recouped Amount"); and (ii) the Buyer shall automatically be deemed to have issued to each Seller such number of Series D Preferred Units equal to such Seller's Seller Percentage of the Recouped Amount divided by $3.30 (and the applicable schedule to the Buyer LLC Agreement shall be promptly updated to reflect such additional units). The Series D Preferred Units issued pursuant to this Section 3.2(e) shall be deemed to have been issued as of the Closing Date for purposes of calculating distributions and allocations pursuant to Article 4 of the Buyer LLC Agreement. For all other purposes, the Series D Preferred Units issued pursuant to this Section 3.2(e) shall be deemed to have been issued as of the date of receipt of the Client Consent.

(f) If the Company collects management fees after the Closing relating to TrueBridge Seed & Micro-VC Fund I, L.P., then with respect to the portion of such management fees that are allocable to the pre-Closing period (based upon a straight-line method and the number of days in the applicable pre- and post-Closing periods for which the fee relates) (the "Pre-Closing Seed and Micro-VC Fee"), the Buyer shall promptly pay or cause to be paid to each Seller such Seller's Seller Percentage of the Pre-Closing Seed and Micro-VC Fee.

(g) All payments made pursuant to Section 3.2 shall be treated as an adjustment to the Base Consideration for all purposes under this Agreement and by the parties for Tax purposes, unless otherwise required by Applicable Law.

SECTION 4.
CLOSING

The closing (the "Closing") for the consummation of the transactions contemplated by this Agreement shall take place (a) at the offices of Gibson, Dunn & Crutcher LLP at 2001 Ross Avenue, Dallas, Texas 75201 at 10:00 a.m. Central Time on the third (3rd) Business Day following the day on which the last of the conditions to the obligations of the parties hereunder set forth in Section 12 and Section 13 hereof have been satisfied or waived (other than those conditions that are not capable of being satisfied until the Closing, but subject to the waiver in writing or satisfaction of such conditions) or (b) at such other place and time as may be mutually agreed to by the parties hereto (the "Closing Date"); provided, however, that the Closing shall not take place earlier than September 12, 2020.

SECTION 5.
REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

Except as set forth in the Schedules (provided, that any information disclosed in one section of such Schedules shall be deemed to apply to each other section thereof to which its relevance is reasonably apparent on its face), the Company hereby represents and warrants to the Buyer as follows:

5.1 Formation. Each member of the Company Group is duly formed or organized, validly existing and in good standing under the laws of the state of its formation or incorporation and has all requisite power and authority to own its properties and assets and to conduct its business as now conducted. Copies of the certificate of formation and the limited liability company agreement of the Company, together with all amendments thereto existing as of the date hereof (collectively, the "Company Formation Documents"), have been furnished to the Buyer, and such copies are accurate and complete as of the date hereof. The Company is not in violation of any of the provisions of the Company Formation Documents.

5.2 Qualification to Do Business. Each member of the Company Group is duly qualified to do business in its jurisdiction of organization and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business as currently conducted by it makes such qualification necessary, except where failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to be materially adverse to the Company Group, taken as a whole.

5.3 No Conflict or Violation. The execution, delivery and performance by the Company of this Agreement does not and will not (a) violate or conflict with any provision of the Company Formation Documents, (b) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (c) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of any member of the Company Group under, or result in the creation of any Lien on any property, asset

or right of any member of the Company Group pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which any member of the Company Group is a party or by which any member of the Company Group or any of their properties, assets or rights are bound or affected, except, in the case of each of clauses (b) and (c) above, as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company Group, taken as a whole.

5.4 Consents and Approvals. Except for any filings required to be made under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), Schedule 5.4 sets forth a true and complete list of (a) each consent, notice, waiver, authorization or approval (a "Consent") of any Governmental Entity, (b) each Consent of any other Person required under any Company Group Material Contract and (c) each declaration to or filing or registration with any such Governmental Entity, in each case of clauses (a), (b) and (c), that is required in connection with the execution and delivery of this Agreement by the Company or the Ancillary Agreements to which the Company will be a party, the performance by the Company of its obligations hereunder or thereunder or the transactions contemplated by this Agreement and the Ancillary Agreements to which the Company will be a party. No "fair price", "interested shareholder", "business combination" or similar provision of any state takeover law is applicable to the transactions contemplated by this Agreement or the Ancillary Agreements.

5.5 Authorization and Validity of Agreement. The Company has all requisite power and authority to enter into this Agreement and each of the Ancillary Agreements to which it will be a party and to carry out its obligations hereunder and thereunder. The execution and delivery by the Company of this Agreement and each of the Ancillary Agreements to which it will be a party and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary action by the Sellers and the board of managers of the Company, and no other proceedings on the part of any member of the Company Group are necessary to authorize such execution, delivery and performance. This Agreement and each of the Ancillary Agreements to which it will be a party have been duly executed by the Company and constitute the Company's valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.6 Capitalization and Related Matters; Equity Investments.

(a) Schedule 5.6(a)(i) sets forth the authorized, issued and outstanding Interests. The Sellers are the sole record, legal and beneficial owners of all of the issued and outstanding equity interests of the Company, free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law). As of the date hereof, except as set forth on Schedule 5.6(a)(ii), the Company does not have any Subsidiaries. As of the Closing Date, except as set forth on Schedule 5.6(a)(ii), the Company will not have any Subsidiaries. Except as set forth on Schedule 5.6(a)(ii), no member of the Company Group, directly or indirectly, owns or holds any rights to acquire any capital stock or any other securities, interests or investments in any Person (other than another member of the Company Group or any TB Fund).

(b) All of the Interests (i) have been duly authorized and validly issued and are, as applicable, fully paid and nonassessable and (ii) were issued in compliance with all applicable federal and state securities and corporate laws. There are no securities convertible into or exchangeable for units or any other equity or ownership interests, no rights to subscribe for or to purchase or any options for the purchase of, and no agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, units or any other equity or ownership interests, or any units or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests, or phantom units or other equity-like instruments, of the Company (collectively, the "Company Equity Rights"). The Company does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the equityholders of the Company on any matter. No securities or other equity or ownership interests of the Company have been issued in violation of any rights, agreements, arrangements or commitments under any provision of Applicable Law, the Company Formation Documents or any contract to which the Company is a party or by which the Company is bound.

5.7 Financial Statements. The Company has heretofore furnished to the Buyer copies of (a) the unaudited balance sheet of the Company as of December 31, 2019, together with the related unaudited statement of profit and loss for the year ended December 31, 2019 and (b) the unaudited balance sheet of the Company as of the quarter ended June 30, 2020 (the " Interim Balance Sheet"), together with the related unaudited statement of profit and loss for the quarter ended June 30, 2020 (all such financial statements referred to in clauses (a) and (b) above, the "Company Financial Statements"). The Company Financial Statements (i) are correct and complete in all material respects, (ii) except as set forth on Schedule 5.7(c), were prepared in accordance with the Principles, (iii) present fairly in all material respects the financial position, results of operations and changes in financial position of the Company as of such dates and for the periods then ended (subject, in the case of interim financial statements, to normal year-end adjustments and the absence of footnotes) and (iv) are prepared in accordance with the books of account and records of the Company in all material respects. The books of account and financial records of the Company Group are true and correct in all material respects and have been prepared and are maintained in accordance with sound accounting practice.

5.8 Absence of Certain Changes or Events. Except as set forth on Schedule 5.8, since the date of the Interim Balance Sheet,

(a) there has not been any Company Group Material Adverse Effect;

(b) the Company Group has in all material respects conducted its business only in the ordinary course consistent with past practice; and

(c) no member of the Company Group has taken any action that would, if it were to occur after the date hereof, require the consent of the Buyer under Section 8.1.

5.9 Tax Matters.

(a) Each member of the Company Group has filed (taking into account all extensions of time to file) all U.S. federal and state income Tax Returns and all other material Tax Returns that it was required to file, and all such Tax Returns are true, correct, and complete in all material respects. All material Taxes due and owing by any member of the Company Group (whether or not shown on any Tax Return) have been paid, except to the extent such amounts are being contested in good faith and have been adequately accrued and reserved against and entered on the books of the Company Group. No member of the Company Group is currently the beneficiary of any extension of time within which to file any Tax Return other than customary extensions that are automatically available. No written claim has been made within the past three (3) years by a Taxing Authority in a jurisdiction where any member of the Company Group does not file Tax Returns that such member of the Company Group is or may be subject to taxation by that jurisdiction. There are no Liens for Taxes (other than Permitted Liens) upon the Interests or upon any of the assets of any member of the Company Group. Each member of the Company Group has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and filed.

(b) There is no material dispute or claim concerning any Tax liability of any member of the Company Group for which the Company Group has not made adequate provisions either (i) claimed or raised by any Taxing Authority in writing or (ii) to the Knowledge of the Company.

(c) No member of the Company Group (i) has been a member of an affiliated group filing a consolidated U.S. federal income Tax Return or (ii) has any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law) or as a transferee or successor by contract or Applicable Law, other than pursuant to a contract entered in the ordinary course of business the principal purpose of which does not relate to Taxes.

(d) No member of the Company Group is a party to or bound by any Tax allocation or Tax sharing agreement (other than an agreement entered into in the ordinary course of business not primarily related to Taxes and under which such member of the Company Group does not have any material liability for Taxes).

(e) At Closing, except as set forth on Schedule 5.9(e), no member of the Company Group will hold any direct or indirect interest classified as equity for U.S. federal income tax purposes in any other Person (other than, for the avoidance of doubt, any other member of the Company Group or any TB Fund or TB Fund's direct or indirect investment).

(f) Each member of the Company Group is and has been at all times since its formation classified as a partnership for federal and applicable state income tax purposes.

(g) No member of the Company Group has (i) deferred any payment of Taxes otherwise due through any automatic extension or other grant of relief provided by a Pandemic Response Law, or (ii) sought any other Tax benefit from any applicable Governmental Entity related to any governmental response to COVID-19 (including any benefit provided or authorized by a Pandemic Response Law).

(h) No member of the Company Group will be required as a result of (i) a change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (iii) any "closing agreement" as described in section 7121 of the Code (or any similar provision of state, local or non-U.S. law) entered into prior to the Closing, (iv) any installment sale or open transaction disposition made prior to the Closing (for which there will not be a corresponding receipt of cash following the Closing), (v) the receipt of any prepaid revenue prior to the Closing, (vi) an election under section 108(i) of the Code or (vii) any installments owed under section 965(h) of the Code, to include any material item of income or exclude any material item of deduction for any taxable period (or portion thereof) beginning on or after the Closing Date that would not have otherwise so been included or excluded as the case may be.

(i) Each reference to a member of the Company Group in this Section 5.9 shall include references to any Person which merged with and into or liquidated into such member of the Company Group (or for which such member of the Company Group could have any transferee or successor liability).

Notwithstanding anything to the contrary stated elsewhere in this Agreement, (i) this Section 5.9 and Section 5.18 (insofar as it addresses Tax matters) contain the sole representations and warranties of the Company with respect to Tax matters, (ii) the representations and warranties in this Section 5.9 (other than Section 5.9(h)) may only be relied upon with respect to Pre-Closing Tax Periods of the members of the Company Group and the pre-Closing portion of the Straddle Periods of the members of the Company Group, and (iii) for purposes of this Section 5.9, the "Company Group" shall exclude the Company Group GP Entities.

5.10 Absence of Undisclosed Liabilities.

(a) Except as set forth on Schedule 5.10, the Company Group does not have any liabilities of the type that would be required under GAAP to be reflected or reserved against on a balance sheet, other than (i) liabilities set forth, disclosed, reflected or reserved for in the Company Financial Statements, (ii) obligations of future performance under any contracts set forth on a Schedule hereto and under other contracts entered into in the ordinary course of business that are not required to be listed on any Schedule to this Agreement, (iii) liabilities that will be included in the computation of the Post-Closing Adjustment Amount, (iv) liabilities incurred by or for the account of the Buyer Group, or (v) liabilities incurred by any member of the Company Group after the date of the Interim Balance Sheet in the ordinary course of business consistent with past practice that would not reasonably be expected, individually or in the aggregate, to (x) be material to the Company Group, taken as a whole, or (y) have a material adverse effect on the Company's ability to consummate the transactions contemplated hereby or perform its obligations hereunder.

(b) No member of the Company Group has entered into any undertaking, guarantee or similar agreement on behalf of any Company Group GP Entity, Seller or present or former employee, officer, or director of any member of the Company Group in respect of any capital commitment, capital contribution, return obligation (including in respect of capital contributions or "clawback" of carried interest), or other payment owed by such Company Group GP Entity, Seller or present or former employee, officer or director of any member of the Company Group.

5.11 Leases.

(a) No member of the Company Group owns any real property. Schedule 5.11(a) sets forth a list of all leases, licenses, permits, subleases and occupancy agreements, together with all amendments thereto, with respect to all real property in which any member of the Company Group has a leasehold interest, whether as lessor or lessee (each, a "Company Group Lease" and collectively, the "Company Group Leases" and the real property of which any member of the Company Group is a lessee is referred to herein as the "Company Group Leased Real Property"). The applicable member of the Company Group holds a valid leasehold or, as applicable, licensed interest in the Company Group Leased Real Property, free and clear of all Liens, other than Permitted Liens. No member of the Company Group has leased, subleased, assigned, licensed or otherwise granted to any Person the right to use or occupy any portion of the Company Group Leased Real Property. All Company Group Leases shall remain valid and binding in accordance with their terms following the Closing.

(b) No party to any Company Group Lease has given any member of the Company Group written notice of, or made a written claim with respect to, any breach or default, and, to the Knowledge of the Company, no event has occurred or circumstances exist which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under such Company Group Lease.

5.12 Assets.

(a) Except as set forth on Schedule 5.12, the Company Group has good and marketable title, free and clear of any Liens other than Permitted Liens, to, or a valid leasehold interest under enforceable leases, licenses or similar agreement in, all of the assets of the Company Group reflected in the Interim Balance Sheet or acquired after the date of the Interim Balance Sheet, in all material respects, except (a) to the extent the enforceability of any such leases or other agreement may be limited by general principles of equity (whether considered in a proceeding at law or in equity), (b) for assets that have been sold or otherwise disposed of since the date of the Interim Balance Sheet in the ordinary course of business, and (c) the Performance Records (which are addressed in clause (b) below). All tangible assets owned or leased by the Company Group have been maintained in all material respects in accordance with generally accepted industry practice, are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put.

(b) The Company Group exclusively owns or otherwise has an exclusive, irrevocable and legally enforceable right, on a royalty-free basis, to perpetually use all performance records of the Company Group and any Advisory Client or composites of performance records of multiple Advisory Clients, including all data and other information underlying and supporting such records (collectively, "Performance Records").

5.13 Intellectual Property.

(a) Schedule 5.13(a) sets forth a true, accurate and complete list of (i) all registered trademarks, (ii) all patents, (iii) all registered copyrights and (iv) all applications for the foregoing (collectively, "Company Group Listed Intellectual Property"), owned by any member of the Company Group, in each case listing, as applicable, (A) the name of the applicant or registrant and current owner, (B) the date of application or issuance, (C) the jurisdiction where the application or registration is located, and (D) the application or registration number. The Company Group exclusively owns all right, title and interest in the Company Group Listed Intellectual Property, free and clear of all Liens other than Permitted Liens, and all Company Group Listed Intellectual Property is subsisting and valid and enforceable.

(b) No present or former employee, officer, or director of any member of the Company Group, or agent or outside contractor or consultant of any member of the Company Group, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Company Group IP.

(c) To the Knowledge of the Company, there are no conflicts with, or infringements, misappropriations or violations of, any Intellectual Property owned or purported to be owned by any member of the Company Group, including the Company Group Listed Intellectual Property (collectively, "Company Group IP") by any third party. The business conducted by the Company Group does not conflict with, infringe, misappropriate or otherwise violate any intellectual property or other proprietary right of any third party. There is no Action pending or, to the Knowledge of the Company, threatened against any member of the Company Group: (i) alleging any such conflict with, or infringement, misappropriation or other violation of any third party's intellectual property or other proprietary rights; or (ii) challenging the ownership or use by any member of the Company Group, or the validity or enforceability, of any Company Group IP.

(d) The collection and dissemination of personal customer information by the Company Group in connection with the Company Group Business has been conducted in all material respects in accordance with all Applicable Laws relating to privacy, data security and data protection, and all applicable privacy policies adopted by the Company Group.

5.14 Licenses and Permits. Schedule 5.14 sets forth a true and complete list of all material licenses, permits, franchises, authorizations, approvals, exemption orders and no-action letters issued or granted to any member of the Company Group by any Governmental Entity (the "Company Group Licenses and Permits"), and all pending applications therefor. Each Company Group License and Permit has been duly obtained, is valid and in full force and effect. No operations of the Company Group are being conducted in a manner that violates in any material respect any of the terms or conditions under which any Company Group License and Permit was granted. The Company Group will continue to have the use and benefit of all Company Group Licenses and Permits following the consummation of the transactions contemplated hereby. No Company Group License or Permit is held in the name of any employee, officer, director, stockholder, agent or otherwise on behalf of a member of the Company Group.

5.15 Compliance with Law.

(a) Except as set forth on Schedule 5.15, the TB Organization has complied since January 1, 2015, and is in compliance with (i) all Applicable Laws, (ii) all Applicable Securities Laws with respect to the business or affairs or properties or assets of the Company or the business or affairs of the Company Group GP Entities and the TB Funds (collectively, "Investment Laws and Regulations"), and (iii) all Applicable Laws relating to anti-bribery, anti-corruption, anti-money laundering matters and anti-terrorism financing, except, in each case under clauses (i)-(iii), where any noncompliance would not reasonably be expected to be material to the Company Group, taken as a whole. Since January 1, 2015, the TB Organization has not received notice of any violation of any such law, regulation, order or other legal requirement, and the TB Organization is not in default in any material respect with respect to any order, writ, judgment, award, injunction or decree of any court or other Governmental Entity, applicable to any of its assets, properties or operations relating to the business or affairs of the Company Group or the transactions contemplated by this Agreement or which would, or would reasonably be expected to, give rise to an affirmative answer to any of the questions in Item 11, Part 1 or Item 9, Part 2A of the Form ADV of the Company.

(b) (i) Neither the TB Organization nor any of the officers, managers, directors, or employees of TB Organization have been the subject of any investigations or disciplinary proceedings or orders of any Governmental Entity arising under Applicable Securities Laws, including, without limitation, the Investment Laws and Regulations, which would be required to be disclosed on Form ADV, or related to any laws and regulations applicable to anti-bribery, anti-corruption, anti-money laundering matters and anti-terrorism financing, and no such disciplinary proceeding or order is pending or, to the Knowledge of the Company, threatened; (ii) neither TB Organization nor any of the officers, managers, directors, or employees of the TB Organization have been permanently enjoined by the order, judgment or decree of any court or other Governmental Entity from engaging in or continuing any conduct or practice in connection with any activity; and (iii) none of the TB Organization or any other Person "associated" (as defined under the Advisers Act or its equivalent under any Applicable Law) with any member of the Company Group has been subject to, or has engaged in or been found to have engaged in conduct that could lead to, a disqualification pursuant to Section 203(e) or 203(f) of the Advisers Act (or its equivalent under any Applicable Laws) to serve as an investment adviser or as an associated Person of a registered investment adviser nor is there any basis for such disqualification.

(c) This Section 5.15 does not relate to (i) ERISA or other laws regarding employee benefit matters with respect to the Company Group, which are governed exclusively by Section 5.18, (ii) employment and labor matters with respect to the Company Group, which are governed exclusively by Section 5.19, (iii) Environmental Laws with respect to the Company Group, which are governed exclusively by Section 5.22 or (iv) Tax matters with respect to the Company Group, which are governed exclusively by Section 5.9.

5.16 Litigation; Orders.

(a) As of the date hereof, there are no (i) claims, actions, suits, inquiries, audits, proceedings, or investigations (each, an "Action") that are current, pending or, to the Knowledge of the Company, threatened, before any court, Governmental Entity or arbitrator of any nature, brought by or against the TB Organization or any officer, manager, director or employee of the TB Organization involving or relating to the TB Organization or that challenge the validity or enforceability of this Agreement or any Ancillary Agreement or that seeks to enjoin or prohibit the consummation of the transactions contemplated hereby or thereby or (ii) injunctions, orders, decrees, awards or judgments issued by any court, Governmental Entity or arbitrator, or settlement agreements, consent agreements, memoranda of understanding or disciplinary agreements with any Governmental Entity to which the TB Organization or any officer, manager, director or employee of the TB Organization is subject involving or relating to the TB Organization that would prevent or materially delay the consummation of the transactions contemplated by this Agreement. There is no Action pending, or to the Knowledge of the Company, threatened, relating to the termination of, or limitation of, the Company's rights under its registration under the Advisers Act as an investment adviser or any similar or related rights under any registrations or qualifications with various self-regulatory bodies, states or other jurisdictions or under any other Investment Laws and Regulations.

(b) This Section 5.16 does not relate to (i) ERISA or other laws regarding employee benefit matters with respect to the Company Group, which are governed exclusively by Section 5.18, (ii) employment and labor matters with respect to the Company Group, which are governed exclusively by Section 5.19, (iii) Environmental Laws with respect to the Company Group, which are governed exclusively by Section 5.22 or (iv) Tax matters with respect to the Company Group, which are governed exclusively by Section 5.9.

5.17 Contracts. Schedule 5.17 sets forth a complete and correct list of all Company Group Material Contracts (as defined below), other than Company Group Portfolio Contracts.

(a) Each Company Group Material Contract is valid, binding and enforceable against the member of the Company Group party thereto, as applicable, and, to the Knowledge of the Company, the other party(ies) thereto in accordance with its terms, and in full force and effect. The applicable member of the Company Group is not in material default under any Company Group Material Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default. To the Knowledge of the Company, no other party to any Company Group Material Contract is in material default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default. The Company has delivered to the Buyer true and complete originals or copies of all written Company Group Material Contracts with all material amendments, waivers or other changes thereto.

(b) A "Company Group Material Contract" means any agreement, contract or commitment, oral or written, to which a member of the Company Group is a party or by which a member of the Company Group is bound, excluding any Company Group Plans and any Company Group Portfolio Contracts, in each case as in effect on the date hereof, constituting:

(i) a mortgage, indenture, security agreement, guaranty, "keep well," comfort letter, pledge and other agreement or instrument relating to the borrowing of money or extension of credit;

(ii) a joint venture, partnership, strategic alliance, limited liability company agreement or similar agreement (other than any such agreement entered into in connection with an investment made in the ordinary course of business);

(iii) a Company Group Investment Contract, whether or not a member of the Company Group is a party or by which it is bound;

(iv) any agreement that contains a non-competition covenant which limits in any respect (i) the manner in which, or the localities in which, the Company Group Business may be conducted or (ii) the ability of any member of the Company Group to provide any type of service or use or develop any type of product, in each case, that is material to the Company Group Business, taken as a whole;

(v) any agreement pertaining to the Intellectual Property or to the right of any member of the Company Group to use the Intellectual Property or other proprietary rights of any third party, other than agreements for off-the-shelf or similar commercially available non-custom software;

(vi) any agreement in which a broker, finder or similar intermediary is entitled to any broker's, finder's or similar fee or other commission with respect to any Company Group Investment Contract, or any other distribution agreement;

(vii) any agreement that creates future or potential payment obligations in excess of $100,000 in any calendar year and which by its terms does not terminate or is not terminable without penalty upon notice of sixty (60) days or less;

(viii) any agreement that provides for earn-outs or other similar deferred or contingent purchase price obligations;

(ix) any agreement relating to any (A) pending acquisition or disposition of any business or Person by any member of the Company Group, or (B) completed acquisition or disposition of any business or Person (whether by purchase, merger, consolidation or otherwise) by any member of the Company Group with material surviving obligations thereunder on the part of the Company Group;

(x) any agreement providing for future payments or the acceleration or vesting of payments that are conditioned, in whole or in part, on a change in control of any member of the Company Group;

(xi) any Company Group Affiliate Contract,

(xii) any lease or agreement under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rent exceeds $150,000 (other than a Company Group Lease);

(xiii) any lease or agreement under which it is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rent exceeds $25,000;

(xiv) any contract or agreement with any Governmental Entity; or

(xv) any contract or agreement that contains any of the following rights provided to any investor or any number of investors in a TB Fund: (A) optional redemption rights, (B) capacity rights, (C) designation rights regarding advisory boards or similar provisions, (D) preemptive rights, (E) special notice or reporting requirements or (F) early termination or "no fault" termination rights.

5.18 Employee Plans.

(a) As used herein, "Company Group Plans" collectively refers to all "employee benefit plans" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and all other bonus, profit sharing, compensation, pension, provident fund or retirement benefit, severance, savings, deferred compensation, fringe benefit, insurance, welfare, post-retirement health or welfare benefit, health, life, stock option, stock purchase, restricted stock, phantom stock, tuition refund, service award, company car, scholarship, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, holiday, termination, unemployment, individual employment, consulting, executive compensation, incentive, commission, retention, change in control, non-competition, or other benefit plans, agreements, policies, trust funds, or other arrangements (whether written or unwritten, insured or self-insured) established, maintained, sponsored, or contributed to (or with respect to which any obligation to contribute has been undertaken) by any member of the Company Group on behalf of any employee, officer, director, or consultant of any member of the Company Group (whether current, former or retired) or any of their dependents, spouses, or beneficiaries or under which any member of the Company Group has or would reasonably be expected to incur any liability, contingent or otherwise. Schedule 5.18(a) sets forth an accurate and complete list of all material Company Group Plans. True and complete copies of each Company Group Plan (or written descriptions of all material terms of any unwritten Company Group Plan) have been made available to the Buyer prior to the date hereof. With respect to each Company Group Plan, the Seller Representative has also made available to the Buyer, as applicable: (i) a copy of each trust or other funding arrangement, (ii) each summary plan description and summary of material modifications, (iii) the two (2) most recently filed IRS Form 5500s, (iv) the most recently received IRS determination letter for each such Company Group Plan, and (v) the most recently prepared actuarial report and financial statements in connection with each such Company Group Plan. No member of the Company Group has any express or implied commitment (A) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement, (B) to enter into any contract to provide compensation or benefits to any individual or (C) to modify, change or terminate any Company Group Plan, other than with respect to a modification, change or termination required by ERISA or the Code.

(b) With respect to each Company Group Plan, (i) each Company Group Plan is now and has been established, maintained, funded and administered in all material respects in accordance with its terms, and in compliance in all material respects with Applicable Law and has been duly registered to the extent relevant if required by Applicable Law; (ii) except as would not reasonably be expected to result in a material liability, there are no pending or, to the Knowledge of the Company, threatened actions, audits, investigations, claims or lawsuits against or relating to any Company Group Plan or any trust or fiduciary thereof (other than routine benefits claims) and,

to the Knowledge of the Company, no fact or event exists that would give rise to any such action, audit, investigation, claim or lawsuit; (iii) each Company Group Plan intended to be qualified under Section 401(a) of the Code has received, or timely requested, a favorable determination, or may rely upon a favorable opinion letter, from the IRS that it is so qualified and, to the Knowledge of the Company, nothing has occurred since the date of such letter that would reasonably be expected to adversely affect the qualified status of such Company Group Plan; and (iv) all material payments required to be made by the Company Group under any Company Group Plan or by Applicable Law have been timely made or properly accrued in accordance with the provisions of each Company Group Plan and Applicable Law.

(c) No Company Group Plan other than the Company Pension Plan is subject to Section 412, 430 or 4971 of the Code or Section 302 or Title IV of ERISA. No member of the Company Group or any corporation, trade, business, or entity that would be deemed a "single employer" with any member of the Company Group within the meaning of Section 414(b) or (c) of the Code or Section 4001 of ERISA or, solely for purposes of Section 412 of the Code, Section 414(m) or (o) of the Code (each, a "Company Group ERISA Affiliate"), or any of their respective predecessors has contributed to, contributes to, has been required to contribute to, or otherwise participated in or participates in or in any way has any material liability (whether actual or contingent), directly or indirectly, with respect to any plan subject to Section 412, 430 or 4971 of the Code or Section 302 or Title IV of ERISA other than the Company Pension Plan. No event has occurred and no condition exists with respect to any Company Group Plan that would subject any member of the Company Group by reason of its affiliation with any current or former Company Group ERISA Affiliate to any material (i) Tax, penalty or fine, (ii) Lien or (iii) other material liability imposed by Applicable Law. No Company Group Plan provides retiree health, disability or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA, any other Applicable Law or at the full expense of the participant or the participant's beneficiary. Each of the Company Group Plans is maintained in the United States and is subject only to the laws of the United States or a political subdivision thereof.

(d) No "prohibited transaction" under Section 4975 of the Code or Sections 406 and 407 of ERISA, not otherwise exempt under the Code or ERISA, has occurred with respect to any Company Group Plan.

(e) Except for the termination of the Company Pension Plan pursuant to Section 8.8, neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any severance or other payment becoming due, or increase the amount of any compensation or benefits due, to any current or former employee, officer, director, or consultant of any member of the Company Group; (ii) limit or restrict the right of any member of the Company Group to merge, amend or terminate any Company Group Plan; (iii) result in the acceleration of the time of payment or vesting, or result in any payment or funding (through a grantor trust or otherwise) of any such compensation or benefits under, or increase the amount of compensation or benefits due under, any Company Group Plan; or (iv) result in any payment (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) that would reasonably be construed, individually or in combination with any other such payment, to constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code). No Person is entitled to receive any additional payment (including any tax gross-up or other payment) from any member of the Company Group as a result of the imposition of the excise taxes required by Section 4999 of the Code or any Taxes required by Section 409A of the Code.

(f) The Company Group and the Company Group ERISA Affiliates do not maintain any Company Group Plan which is a "group health plan," as such term is defined in Section 5000(b)(1) of the Code, that has not been administered and operated in all respects in compliance with the applicable requirements of the Patient Protection and Affordable Care Act, as amended, Section 601 of ERISA, Section 4980B(b) of the Code and the applicable provisions of the Health Insurance Portability and Accountability Act of 1986. No member of the Company Group is subject to any liability, including additional contributions, assessable payments, fines, penalties or loss of tax deduction as a result of such administration and operation.

(g) With respect to each Company Group Plan that is a "nonqualified deferred compensation plan" (as defined for purposes of Section 409A(d)(1) of the Code), such plan or arrangement has been maintained and operated in compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder to the extent such plan or arrangement is subject to Section 409A of the Code and so as to avoid any tax, interest or penalty thereunder.

5.19 Labor Matters.

(a) No member of the Company Group is a party to any collective bargaining agreement or other labor union contract applicable to the employees and there are not any, and during the past five years (5) have been no, activities or proceedings of any labor union to organize any of the employees pending or under discussion with any labor organization or group of employees of any member of the Company Group. No member of the Company Group is engaged in any unfair labor practice, as defined in the National Labor Relations Act. There is no unfair labor practice charge or complaint pending, or to the Knowledge of the Company threatened, before any applicable Governmental Entity relating to any member of the Company Group.

(b) There is no labor strike, slowdown or work stoppage or lockout pending or, to the Knowledge of the Company, threatened against or affecting any member of the Company Group, and no member of the Company Group has experienced any strike, slowdown or work stoppage, lockout or other collective labor action by or with respect to the employees in the past five (5) years.

(c) The Company Group is and during the past five (5) years has been in material compliance with all Applicable Laws relating to employment and employment practices, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, and classification of employees, consultants and independent contractors.

(d) No member of the Company Group has received any written notice from any national, state, local or foreign agency or Governmental Entity responsible for the enforcement of labor or employment laws of an intention to conduct an investigation of any member of the Company Group and to the Knowledge of the Company, no such investigation is in progress. No member of the Company Group is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Entity relating to employees or employment practices.

(e) To the Knowledge of the Company, there has not been, and the Sellers do not anticipate or have any reason to believe that there will be, any adverse change in relations with employees as a result of the announcement of the transactions contemplated by this Agreement. To the Knowledge of the Company, no current employee or officer of any member of the Company Group intends, or is expected, to terminate his employment relationship with such entity following the consummation of the transactions contemplated hereby.

5.20 Insurance. Schedule 5.20 lists each insurance policy maintained by any member of the Company Group. As of the date hereof, all such policies are in full force and effect and no application therefor included a material misstatement or omission. All premiums with respect thereto have been paid to the extent due. No member of the Company Group is in default in any material respect under any provisions of any such policy of insurance nor has any member of the Company Group received notice of cancellation of any such insurance. No claim currently is pending under any such policy involving an amount in excess of $25,000. All material insurable risks in respect of the business and assets of the Company Group are covered by such insurance policies and the types and amounts of coverage provided therein are usual and customary in the context of the business and operations in which the Company Group is engaged. The activities and operations of the Company Group have been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. The consummation of the transactions contemplated by this Agreement and the Ancillary Agreements will not cause a cancellation or reduction in the coverage of such policies.

5.21 Transactions with Directors, Officers, Members and Affiliates. Schedule 5.21 lists each Company Group Affiliate Contract. No Seller, Seller Owner or employee of any member of the Company Group, or any immediate family member or Affiliate of any Seller or Seller Owner, (a) owns any direct or indirect interest in (other than through ownership of the Company set forth in Schedule 5.6(a)(i)) (i) any asset or other property used in or held for use in the Company Group Business or (ii) any consultant, service provider, supplier, customer, landlord, tenant, creditor or debtor of or to any member of the Company Group or the Company Group Business; (b) serves as a trustee, officer, director or employee of any investment in which a TB Fund has an interest (other than in the capacity as a member of the advisory board or similar committee); or (c) has any loan outstanding from, or is otherwise a debtor of, or has any loan outstanding to, or is otherwise a creditor of, any member of the Company Group or the Company Group Business or any investment in which a TB Fund has an interest. Ownership of less than 5% of a class of securities of a Person that is publicly traded shall not be deemed to be an interest for purpose of this Section 5.21.

5.22 Environmental Matters. The Company Group holds all licenses, permits and other authorizations required under all Applicable Laws, regulations and other requirements of governmental or regulatory authorities relating to pollution (or the cleanup thereof), to the protection of natural resources, endangered or threatened species, the environment or human health and safety or to the presence or handling of or exposure to hazardous substances ("Environmental Laws") to operate at the Company Group Leased Real Property and to carry on the Company Group Business as now conducted, except as would not reasonably be expected to be material to the Company Group, taken as a whole, and is in compliance in all material respects with all Environmental Laws and with all such licenses, permits and authorizations.

5.23 Investment Adviser Activities.

(a) The Company is duly registered with the SEC as an investment adviser and with all other applicable Governmental Entities as an investment adviser to the extent required by Applicable Law, unless the failure to be so duly registered would not reasonably be expected to be material to the Company Group Business. Except for this registration, none of the Sellers, the Company Group, the Company Group GP Entities or any of the Company Group's officers, managers, directors or employees is, or is required to be, registered or appointed as an "investment adviser" or "investment adviser representative" under Applicable Law. Each such registration is in full force and effect.

(b) No member of the Company Group (i) is or has been a "broker-dealer" within the meaning of the Exchange Act and (ii) is or has been required to be registered, licensed or qualified as a broker-dealer under the Exchange Act or any other Applicable Law.

(c) No member of the Company Group or, to the Knowledge of the Company, any officer, manager, director or employee thereof is, or since January 1, 2015 has been, required to be registered (i) in any jurisdiction or with the SEC or any other Governmental Entity as a broker-dealer, broker-dealer agent, registered representative, sales person or transfer agent or (ii) with the Commodity Futures Trading Commission as a "commodity pool operator" (as defined in the CEA) or a "commodity trading advisor" (as defined in the CEA).

(d) To the Knowledge of the Company, no employee of any member of the Company Group conducts investment management or investment advisory or sub-advisory activities except (i) as part of his or her employment with the applicable member of the Company Group, (ii) managing his or her own investments or the investments of family members (including as an executor or similar agent), including as permitted by the family office exemption pursuant to Rule 202(a)(11)(G)-1 under the Advisers Act, or (iii) on behalf of charitable organizations as a member of a board or committee for which no compensation is paid.

(e) There is no open-end investment company, closed-end investment company, unit investment trust, business development company or other collective investment vehicle registered or, the Knowledge of the Company, required to be registered under the Investment Company Act to which, or on whose behalf, any member of the Company Group acts, or has acted, as investment adviser, sub-adviser, sponsor or distributor or otherwise provides or provided investment management or advisory services, or, additionally, in the case of any open-end investment company, acts or acted as principal underwriter.

(f) No Advisory Client is a "benefit plan investor" within the meaning of Section 3(42) of ERISA or an entity or account the assets of which constitute "plan assets" for purposes of ERISA or Section 4975 of the Code.

5.24 Clients and Investment Contracts.

(a) Schedule 5.24 lists each Person to whom any member of the Company Group provides any Investment Management Services, including, without limitation, the TB Funds (each, an "Advisory Client" and, collectively, the "Advisory Clients"). Schedule 5.24 also identifies whether such Advisory Client is a TB Fund or other type of Advisory Client (e.g., separate account client) and lists (i) the domicile of such Advisory Client, (ii) the Revenue Run Rate with respect to such Advisory Client as of the date indicated and (iii) whether such Advisory Client is a Related Client. Additionally, in the case of each TB Fund, Schedule 5.24 shall (x) set forth the aggregate capital commitments, the aggregate contributed capital, the aggregate capital account value as of the date indicated, the aggregate remaining capital commitments and the management fee schedule in effect (including any applicable management fee waivers or discounts), and (y) identify the name of each investor in the TB Funds.

(b) Each Company Group Investment Contract has been performed in accordance with its terms, the Advisers Act and all other Applicable Laws by the Company Group, except, in each case, as would not reasonably be expected to be material to the Company Group Business. No Advisory Client or investor in any Advisory Client is in material default of any obligation (including any economic obligation) under any of its Company Group Investment Contracts or any Company Group Investment Contract in respect of the Company Group. No subscription agreement materially alters the material terms of any Company Group Investment Contract.

(c) As of the date of this Agreement, the Company has not received notice from any Advisory Client of such Advisory Client's intent to terminate its Company Group Investment Contract, to engage in negotiations to amend the terms and conditions of its Company Group Investment Contract, or to withdraw assets from the Company's management, in each case other than in the ordinary course of business.

5.25 Code of Ethics; Compliance Procedures; Compliance.

(a) The Company has adopted (and since January 1, 2015 has maintained at all times required by Applicable Law) (i) a written code of ethics, as required by Rule 204A-1 under the Advisers Act, (ii) a written policy regarding insider trading and the protection of material non-public information, (iii) policies and procedures with respect to the protection of non-public personal information about customers, clients and other third parties designed to assure compliance with Applicable Law, (iv) a proxy voting policy as required by Rule 206(4)-6 under the Advisers Act, (v) anti-money laundering and customer identification programs in compliance with Applicable Law; (vi) policies and procedures with respect to business continuity plans in the event of business disruptions; (vii) policies and procedures for the allocation of investments purchased for its clients and (viii) all other policies and procedures pursuant to Rule 206(4)-7 under the Advisers Act (all of the foregoing policies and procedures being referred to collectively as "Adviser Compliance Policies"), and has designated and approved a chief compliance officer. There have been no material violations or allegations of material violations of the Adviser Compliance Policies. True and correct copies of the Adviser Compliance Policies have been delivered to the Buyer prior to the date hereof.

(b) The Company has conducted an oral or written review of the adequacy of such Adviser Compliance Policies for each 12-month period ended December 31 from 2015 through 2019 and the Company has determined, based upon such reviews, that the Adviser Compliance Policies have been effectively implemented in all material respects and in accordance with Applicable Law.

(c) Neither any member of the Company Group nor, to the Knowledge of the Company, any of the persons associated with any member of the Company Group as specified in Section 506 of Regulation D under the Securities Act are subject to any of the disqualifying events listed in Section 506.

(d) Since January 1, 2015, no TB Organization and, to the Knowledge of the Company, no director, trustee, officer or employee of any TB Organization, has used any funds for campaign contributions that would cause any member of the Company Group to be in violation of Rule 206(4)-5 of the Advisers Act.

5.26 Form ADV. The Company has made available to the Buyer a copy (current as of the date of this Agreement) of the Company's Form ADV Parts 1, 2A and 2B, as filed with the SEC or delivered to Advisory Clients, as applicable. Except as set forth in Schedule 5.26, as of the date of each filing, amendment or delivery, as applicable, each part of each such Form ADV was accurate and correct in all material respects, did not omit to state a fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and complied in all material respects with Applicable Law.

5.27 Additional Representations and Warranties Regarding the TB Funds.

(a) Since its inception, no TB Fund has (i) been required to register as an investment company under the Investment Company Act or (ii) issued or had outstanding any shares or other equity interests that are registered or required to be registered under the Securities Act, the Exchange Act or any comparable regulatory regimes. No TB Fund is advised by any Person serving in the capacity of primary adviser, sub-adviser or any other advisory role to such TB Fund other than the Company.

(b) As to each TB Fund, there has been in full force and effect a Company Group Investment Contract at all times that a member of the Company Group was performing investment management, advisory or sub-advisory or similar services for such TB Fund. Each Company Group Investment Contract pursuant to which a member of the Company Group has received compensation respecting its activities in connection with any of the TB Funds was duly approved and performed in all material respects in accordance with the applicable organizational documents and Applicable Law. The Company has provided to Buyer prior to the date hereof true and complete copies of each Company Group Investment Contract and all side letters with any investor in a TB Fund.

(c) Each TB Fund has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority. Each TB Fund is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so

under Applicable Law, except for any failure to be so qualified, licensed or registered that would not reasonably be expected to have, individually, a material adverse effect on the Company Group, taken as a whole. All outstanding shares, units or interests of each TB Fund (i) have been issued, offered and sold in compliance with Applicable Law in all material respects and (ii) have been duly authorized and validly issued and are fully paid (other than with respect to any unfunded capital commitments that may be called by the relevant Company Group GP Entity of such TB Fund pursuant to the limited partnership agreement or limited liability company agreement (or equivalent) of such TB Fund) and (if applicable) non-assessable.

(d) Each TB Fund currently is, and has been since its inception, operated in compliance in all material respects with the terms of its Company Group Investment Contracts. Each TB Fund is in material compliance with the terms governing each of its underlying investments (including, without limitation, in respect of compliance with any applicable reporting and confidentiality provisions). No TB Fund is in default with respect to any obligations to contribute capital to such underlying investments. Schedule 5.27(d) sets out for each TB Fund as of the date indicated a schedule of investments including cost, current value, and remaining commitment for each investment.

(e) There are no material consent judgments or judicial orders on or with regard to any of the TB Funds.

(f) Except as set forth on Schedule 5.27(f), the Company has provided to Buyer prior to the date hereof true and complete copies of the audited financial statements, prepared in accordance with GAAP of each of the TB Funds, for the three (3) fiscal years ending December 31, 2019, December 31, 2018 and December 31, 2017 (each hereinafter referred to as a "TB Fund Financial Statement"). Each of the TB Fund Financial Statements is consistent with the books and records of the related TB Fund, and presents fairly in all material respects the consolidated financial position of the TB Fund in accordance with GAAP applied on a consistent basis (except as otherwise noted therein) at the respective date of such TB Fund Financial Statement and the results of operations and cash flows for the respective periods indicated. The TB Fund Financial Statements reflect and disclose all material changes in accounting principles and practices adopted by each of the TB Funds during the periods covered by each TB Fund Financial Statement.

(g) Except as described in Schedule 5.27(g), no TB Fund has at any time been terminated, or has had its investment operations (including such TB Fund's ability to call or recycle capital for investment purposes) suspended or terminated, prior to the end of its stated term or had its management, investment management or investment advisory function transferred away from any member of the Company Group.

(h) Schedule 5.27(h) lists the Indebtedness of each TB Fund. Each TB Fund is in material compliance with, and since January 1, 2015 has not been in default under, any Indebtedness.

(i) No intermediary, placement agent, distributor or solicitor has unlawfully marketed any of the services of any TB Fund or unlawfully marketed or sold any interest in any TB Fund, and there are no outstanding claims against any member of the Company Group or any TB Fund with respect to such marketing or sale.

(j) Except for such failures which, individually or in the aggregate, would not reasonably be expected to be material to the Company Group Business, each TB Fund and Company Group GP Entity (and the applicable member of the Company Group or Ultimate GP, as applicable, on behalf of each TB Fund and Company Group GP Entity) is in compliance with, and has since January 1, 2015 complied with the privacy rules and applicable regulations promulgated under the Gramm-Leach-Bliley Act, including the giving of any required notices to investors in each of the TB Funds.

(k) All Performance Records and private placement memoranda containing Performance Records provided, presented or made available by any member of the Company Group to any Advisory Client or any actual or potential investor in any TB Fund have, to the Knowledge of the Company, (i) complied with Applicable Law in all material respects and (ii) did not at the time they were so provided, presented or made available contain any untrue statement of a fact or, solely with respect to any private placement memoranda containing Performance Records, omit to state a fact required to be stated in them or necessary to make the statements in them, in light of the circumstances under which they were made, not misleading. The Company maintains all documentation necessary to form a basis for, demonstrate or recreate the calculation of the performance or rate of return of all accounts that are included in the Performance Records as required by Applicable Law.

5.28 No Brokers. Except for Colchester Partners, no broker, finder or similar intermediary has acted for or on behalf of, or is entitled to any broker's, finder's or similar fee or other commission from, the Company in connection with this Agreement or the transactions contemplated hereby.

5.29 Regulatory Reports; Filings. Since January 1, 2015, the Company has filed, on a timely basis, Form ADV and all other required regulatory reports, schedules, forms, registrations and other documents in each case that are material to the TB Organization, as applicable, together with any amendments required to be made with respect thereto with (i) the SEC, (ii) any applicable domestic or foreign industry self-regulatory organization ("SRO"), and (iii) all other applicable federal, state or foreign governmental or regulatory agencies or authorities (collectively with the SEC and the SROs, "Regulatory Agencies"), and has paid all fees and assessments due and payable in connection therewith. Except for routine examinations conducted by a Regulatory Agency in the regular course of the business of the Company or as set forth on Schedule 5.29, no Regulatory Agency has initiated, or threatened to initiate, any material proceeding or, to the Knowledge of the Company, material investigation or inquiry into the business or operations of the Company. There is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations of the Company, in each case that is material to the Company.

5.30 Additional Representations and Warranties Regarding the Company Group GP Entities.

(a) No Company Group GP Entity is in default or breach in any material respect under any TB Fund governing documents with respect to any obligations to contribute or return capital to any TB Fund, including with respect to any capital commitment, capital contribution, "giveback," "clawback" or other funding/return obligation.

(b) Except as set forth on Schedule 5.30, since January 1, 2015, no Person has taken or failed to take any action that would: (i) suspend or terminate any management, investment advisory or similar agreement by and between any member of the Company Group, on one hand, and any TB Fund, Company Group GP Entity or other advisory client on the other hand (including, for the avoidance of doubt, each Company Group Investment Contract), (ii) constitute grounds for removal of any Company Group GP Entity (or similar cessation of control) from such role under the governing documents of the applicable TB Fund, (iii) constitute grounds for suspension or early termination of any TB Fund's investment or commitment period or early termination or dissolution of the TB Fund or (iv) otherwise suspend, modify, reduce or waive the payment (whether direct or indirect) of management fees or similar remuneration otherwise payable to any member of the Company Group by any TB Fund, Company Group GP Entity or other advisory client.

(c) There are no material consent judgments or judicial orders on or with regard to any of the Company Group GP Entities.

5.31 Exclusivity of Representations. The representations and warranties made by the Company in this Section 5 are the sole and exclusive representations and warranties made by the Company with respect to the Company Group Business, the Company Group, the Company Group GP Entities and/or the TB Funds (the Company Group Business, the Company Group, the Company Group GP Entities and the TB Funds referred to collectively as the "TB Organization") and otherwise in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Other than the representations and warranties set forth in this Section 5, the Company does not make any express or implied representation or warranty, and hereby disclaims any such express or implied representations or warranties with respect to the TB Organization, this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company Group, or the quality, quantity or condition of the Company Group assets). The Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company Group, and, in making its determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Company and the Sellers expressly and specifically set forth in Section 5 and Section 6, respectively, as qualified by the Schedules.

SECTION 6.
REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Except as set forth in the Schedules (provided, that any information disclosed in one section of such Schedules shall be deemed to apply to each other section thereof to which its relevance is reasonably apparent on its face), each Seller hereby severally represents and warrants to the Buyer, solely on behalf of itself, as follows:

6.1 Incorporation; Authorization and Validity. Such Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own its properties and assets and to conduct its business as now conducted. Such Seller is not in violation of any of the provisions of its certificate of incorporation and bylaws, as amended to date. Such Seller has all requisite power, authority and legal capacity to enter into this Agreement and each of the Ancillary Agreements to which it will be a party and to carry out its obligations hereunder and thereunder. The execution and delivery by such Seller of this Agreement and each of the Ancillary Agreements to which it will be a party and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary action by such Seller, and no other proceedings on the part of such Seller are necessary to authorize such execution, delivery and performance. This Agreement and each of the Ancillary Agreements to which it will be a party have been duly executed by such Seller and constitutes its valid and binding obligation, enforceable against it in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.2 No Conflict or Violation. The execution, delivery and performance by such Seller of this Agreement does not and will not (a) violate or conflict with any provision of such Seller's certificate of incorporation or bylaws, as amended to date, (b) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (c) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of any member of the Company Group under, or result in the creation of any Lien on any property, asset or right of any member of the Company Group pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which any member of the Company Group is a party or by which any member of the Company Group or any of their properties, assets or rights are bound or affected, except, in the case of each of clauses (b) and (c) above, as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company Group, taken as a whole.

6.3 Consents and Approvals. Except for any filings required to be made under the HSR Act and as set forth on Schedule 5.4, no Consent of any Governmental Entity or any other Person, and no declaration to or filing or registration with any Governmental Entity, is required in connection with the execution and delivery of this Agreement by such Seller and the Ancillary Agreements to which such Seller will be a party, the performance by such Seller of its obligations hereunder or thereunder or the transactions contemplated by this Agreement and the Ancillary Agreements to which such Seller will be a party.

6.4 Interests. Each such Seller is the record and beneficial owner of the Interests set forth opposite such Seller's name on Schedule 6.4, free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law or the Formation Documents). Delivery by such Seller of the Interests to be conveyed by such Seller will convey to the Buyer good and valid title to such Interests free and clear of any Liens (other than generally applicable restrictions on transfer under Applicable Law or the Formation Documents)

6.5 Litigation. As of the date of this Agreement, (a) there are no Actions pending or, to the Knowledge of such Seller, threatened, before any court or Governmental Entity, or before any arbitrator of any nature, brought against such Seller, and (b) there is no injunction, order, judgment, decree or regulatory restriction imposed upon such Seller, that, in the case of clause (a) or clause (b), would (x) reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement or any Ancillary Agreement or to comply with its obligations hereunder or thereunder in a timely manner or (y) challenge the validity of the transactions contemplated by this Agreement.

6.6 No Brokers. No broker, finder or similar intermediary has acted for or on behalf of, or is entitled to any broker's, finder's or similar fee or other commission from, such Seller in connection with this Agreement or the transactions contemplated hereby

6.7 Exclusivity of Representations. The representations and warranties made by the Sellers in this Section 6 are the sole and exclusive representations and warranties made by the Sellers with respect to the TB Organization and otherwise in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Other than the representations and warranties set forth in this Section 6, no Seller or Seller Owner makes any express or implied representation or warranty, and each Seller and Seller Owner hereby disclaims any such express or implied representations or warranties with respect to such Seller, Seller Owner, the TB Organization, this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company Group, or the quality, quantity or condition of the Company Group assets). The Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company Group, and, in making its determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Company Group and the Sellers expressly and specifically set forth in Section 5 and Section 6, respectively, as qualified by the Schedules.

SECTION 7.
REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as set forth in the Schedules (provided, that any information disclosed in one section of such Schedules shall be deemed to apply to each other section thereof to which its relevance is reasonably apparent on its face), the Buyer hereby represents and warrants to the Sellers as follows:

7.1 Formation. Each member of the Buyer Group is duly formed or organized, validly existing and in good standing under the laws of the state of its formation or organization, and has all requisite power and authority to own its properties and assets and to conduct its business as now conducted. Copies of the certificate of formation and the limited liability company agreement of the Buyer, together with all amendments thereto existing as of the date hereof (collectively, the "Buyer Formation Documents"), the certificate of incorporation and bylaws of the Guarantor, together with all amendments thereto existing as of the date hereof (collectively, the "Guarantor Organizational Documents"), have been furnished to the Sellers, and such copies are accurate and

complete as of the date hereof. The Buyer is not in violation of any of the provisions of the Buyer Formation Documents. The Guarantor is not in violation of any of the provisions of the Guarantor Organizational Documents. Except for the Buyer Formation Documents, the Guarantor Organizational Documents or as set forth on Schedule 7.1, there are no Contracts to which any member of the Buyer Group is a party relating to the acquisition, disposition, voting or registration of any equity interests in any member of the Buyer Group.

7.2 Qualification to Do Business. Each member of the Buyer Group is duly qualified to do business in its jurisdiction of organization and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business as currently conducted by it makes such qualification necessary, except where failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to be materially adverse to the Buyer Group, taken as a whole.

7.3 No Conflict or Violation.

(a) The execution, delivery and performance by the Buyer of this Agreement does not and will not (i) violate or conflict with any provision of the Buyer Formation Documents, (ii) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of any member of the Buyer Group under, or result in the creation of any Lien on any property, asset or right of any member of the Buyer Group pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which any member of the Buyer Group is a party or by which any member of the Buyer Group or any of their properties, assets or rights are bound or affected, except, in the case of each of clauses (ii) and (iii) above, (A) as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Buyer Group, taken as a whole, and (B) in connection with any Consents required under the Advisers Act.

(b) The execution, delivery and performance by the Guarantor of this Agreement does not and will not (i) violate or conflict with any provision of the Guarantor Organizational Documents, (ii) violate any provision of law, or any order, judgment or decree of any court, arbitrator or other Governmental Entity, or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of any member of the Buyer Group under, or result in the creation of any Lien on any property, asset or right of any member of the Buyer Group pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which any member of the Buyer Group is a party or by which any member of the Buyer Group or any of their

properties, assets or rights are bound or affected, except, in the case of each of clauses (ii) and (iii) above, (A) as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Buyer Group, taken as a whole, and (B) in connection with any Consents required under the Advisers Act.

7.4 Consents and Approvals. Except for any filings required to be made under the HSR Act or in connection with any Consents required under the Advisers Act, Schedule 7.4 sets forth a true and complete list of (a) each Consent of any Governmental Entity, (b) each Consent of any other Person required under any Buyer Group Material Contract and (c) each declaration to or filing or registration with any such Governmental Entity, in each case of clauses (a), (b) and (c), that is required in connection with the execution and delivery of this Agreement by the Buyer or the Guarantor or the Ancillary Agreements to which the Buyer or the Guarantor will be a party, the performance by the Buyer or the Guarantor of their obligations hereunder or thereunder or the transactions contemplated by this Agreement and the Ancillary Agreements to which the Buyer or the Guarantor will be a party.

7.5 Authorization and Validity of Agreement. Each of the Buyer and the Guarantor have all requisite power and authority to enter into this Agreement and each of the Ancillary Agreements to which it will be a party and to carry out its obligations hereunder and thereunder. The execution and delivery by each of the Buyer and the Guarantor of this Agreement and each of the Ancillary Agreements to which it will be a party and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary action by the Buyer, the board of managers and the members of the Buyer (with respect to the Buyer), the Guarantor and the board of directors of the Guarantor (with respect to the Guarantor), and no other proceedings on the part of any member of the Buyer Group are necessary to authorize such execution, delivery and performance. This Agreement and each of the Ancillary Agreements to which the Buyer and the Guarantor will be a party have been duly executed by the Buyer and the Guarantor, respectively, and constitute the Buyer's and Guarantor's valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

7.6 Capitalization.

(a) Except as set forth on Schedule 7.6(a)(i), 89,234,816 Common Units, 6,700,000 Series A Preferred Units, 10,000,000 Series B Preferred Units, 3,337,470 Series C-1 Preferred Units and 333,333 Series C-2 Preferred Units are issued and outstanding and are owned by the Persons in such amounts as set forth on Schedule 7.6(a)(ii). Except as set forth on Schedule 7.6(a)(iii), (i) the Buyer does not have any Subsidiaries and (ii) the Buyer does not, directly or indirectly, own or hold any rights to acquire, any capital stock or any other securities, interests or investments in any Person. The Series D Preferred Units to be issued at the Closing will be duly authorized, validly issued, fully paid and nonassessable, except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act. Except as set forth in the Buyer Formation Documents, there are no securities convertible into or exchangeable for units or any other equity or ownership interests, no rights to subscribe for or to purchase or any options for the purchase of, and no agreements providing for the issuance

(contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, units or any other equity or ownership interests, or any units or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests, or phantom units or other equity-like instruments, of the Buyer. The Buyer does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the equityholders of the Buyer on any matter. No securities or other equity or ownership interests of the Buyer have been issued in violation of any rights, agreements, arrangements or commitments under any provision of Applicable Law, the Buyer Formation Documents or any Contract to which the Buyer is a party or by which the Buyer is bound.

(b) The authorized capital stock of the Guarantor consists of 110,000,000 shares of common stock, par value $0.001 per share, of the Guarantor ("Guarantor Common Stock") and 2,000,000 shares of preferred stock, par value $0.001 per share, of the Guarantor. As of the date hereof, 89,234,816 shares of Guarantor Common Stock are issued and outstanding and no shares of preferred stock of the Guarantor are issued and outstanding. Except as set forth on Schedule 7.6(b), (i) the Guarantor does not have any Subsidiaries and (ii) the Guarantor does not, directly or indirectly, own or hold any rights to acquire, any capital stock or any other securities, interests or investments in any Person. Except as set forth in the Guarantor Organizational Documents, there are no securities convertible into or exchangeable for stock or any other equity or ownership interests, no rights to subscribe for or to purchase or any options for the purchase of, and no agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, stock or any other equity or ownership interests, or any stock or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests, or phantom stock or other equity-like instruments, of the Guarantor. The Guarantor does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of the Guarantor on any matter. No securities or other equity or ownership interests of the Guarantor have been issued in violation of any rights, agreements, arrangements or commitments under any provision of Applicable Law, the Guarantor Organizational Documents or any Contract to which the Guarantor is a party or by which the Guarantor is bound.

7.7 Financial Statements. The Buyer has heretofore furnished to the Sellers copies of (a) the audited consolidated balance sheet of the Guarantor as of December 31, 2019, together with the related audited consolidated statements of income, operations and members' capital for the year ended December 31, 2019 and the notes thereto and (b) the unaudited consolidated balance sheet of the Guarantor as of the quarter ended June 30, 2020 (the "Guarantor Interim Balance Sheet"), together with the related unaudited consolidated statements of income, operations and members' capital for the quarter ended June 30, 2020 (all such financial statements referred to in clauses (a) and (b) above, the "Guarantor Financial Statements"). The Guarantor Financial Statements (i) are correct and complete in all material respects, (ii) were prepared in accordance with GAAP, (iii) present fairly in all material respects the financial position, results of operations and changes in financial position of the Buyer Group as of such dates and for the periods then ended (subject, in the case of interim financial statements, to normal year-end adjustments and the absence of footnotes) and (iv) are prepared in accordance with the books of account and records of the Buyer Group in all material respects. The books of account and financial records of the Buyer Group are true and correct in all material respects and have been prepared and are maintained in accordance with sound accounting practice.

7.8 Absence of Certain Changes or Events. Except as set forth on Schedule 7.8, since the date of the Guarantor Interim Balance Sheet,

(a) there has not been any Buyer Group Material Adverse Effect; and

(b) the Buyer Group has in all material respects conducted its business only in the ordinary course consistent with past practice.

7.9 Tax Matters.

(a) Each member of the Buyer Group has filed (taking into account all extensions of time to file) all U.S. federal and state income Tax Returns and all other material Tax Returns that it was required to file, and all such Tax Returns are true, correct, and complete in all material respects. All material Taxes due and owing by any member of the Buyer Group (whether or not shown on any Tax Return) have been paid, except to the extent such amounts are being contested in good faith and have been adequately accrued and reserved against and entered on the books of the Buyer Group. No member of the Buyer Group is currently the beneficiary of any extension of time within which to file any Tax Return, other than customary extensions that are automatically available. No written claim has been made within the past three (3) years by a Taxing Authority in a jurisdiction where any member of the Buyer Group does not file Tax Returns that such member of the Buyer Group is or may be subject to taxation by that jurisdiction. There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of any member of the Buyer Group. Each member of the Buyer Group has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and filed.

(b) As of the end of Guarantor's federal income tax year that ended December 31, 2019, the Guarantor had not less than $255 million of net operating loss carryovers for federal income tax purposes, as defined in Section 172(b) of the Code ("NOLs"). Except as provided in Schedule 7.9(b), there is no limitation on the utilization of NOLs, capital losses, built-in losses, tax credits or similar items of the Guarantor under Sections 269, 382, 383, or 384 of the Code or under the provisions of the consolidated return regulations promulgated under Section 1502 of the Code which implement Sections 269, 382, 383, or 384 of the Code for consolidated returns (and comparable provisions of state, local or foreign Law). The representations and warranties made by the Guarantor in Sections 5.9(m) and 5.9(n) of each of the Contribution and Exchange Agreement, dated as of October 5, 2017, by and among the Guarantor, RCP Advisors 2, LLC and the other parties named therein, and the Membership Interest Purchase Agreement, dated as of October 5, 2017, by and among the Guarantor, RCP Advisors 3, LLC, and the other parties named therein, were true and correct in all respects when made.

(c) There is no material dispute or claim concerning any Tax liability of any member of the Buyer Group for which the Buyer Group has not made adequate provisions either (i) claimed or raised by any Taxing Authority in writing or (ii) to the Knowledge of the Buyer.

(d) No member of the Buyer Group (i) for periods on and after May 3, 2017, has been a member of an affiliated group filing a consolidated U.S. federal income Tax Return other than such a group of which the Guarantor is the common parent or (ii) has any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law) or as a transferee or successor by contract or Applicable Law, other than pursuant to a contract entered in the ordinary course of business the principal purpose of which does not relate to Taxes.

(e) No member of the Buyer Group is a party to or bound by any Tax allocation or Tax sharing agreement (other than an agreement entered into in the ordinary course of business not primarily related to Taxes and under which such member of the Buyer Group does not have any material liability for Taxes).

(f) At Closing, except as set forth on Schedule 7.9(f), no member of the Buyer Group will hold any direct or indirect interest classified as equity for U.S. federal income tax purposes in any other Person (other than, for the avoidance of doubt, any other member of the Buyer Group).

(g) Except for the Guarantor and Five Points Capital, Inc., each member of the Buyer Group is and has been at all times since its formation classified as a partnership for federal and state income tax purposes.

(h) No member of the Buyer Group has (i) deferred any payment of Taxes otherwise due through any automatic extension or other grant of relief provided by a Pandemic Response Law, or (ii) sought any other Tax benefit from any applicable Governmental Entity related to any governmental response to COVID-19 (including any benefit provided or authorized by a Pandemic Response Law).

(i) No member of the Buyer Group will be required as a result of (i) a change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (iii) any "closing agreement" as described in section 7121 of the Code (or any similar provision of state, local or non-U.S. law) entered into prior to the Closing, (iv) any installment sale or open transaction disposition made on or prior to the Closing (for which there will not be a corresponding receipt of cash following the Closing), (v) the receipt of any prepaid revenue on or prior to the Closing, (vi) an election under section 108(i) of the Code or (vii) any installments owed under section 965(h) of the Code, to include any material item of income or exclude any material item of deduction for any taxable period (or portion thereof) beginning after the Closing Date that would not have otherwise so been included or excluded as the case may be.

(j) Each reference to a member of the Buyer Group in this Section 7.9 shall include references to any Person which merged with and into or liquidated into such member of the Buyer Group (or for which such member of the Buyer Group could have any transferee or successor liability).

Notwithstanding anything to the contrary stated elsewhere in this Agreement, (i) this Section 7.9 and Section 7.18 contain the sole representations and warranties of the Buyer with respect to Tax matters, and (ii) the representations and warranties in this Section 7.9 (other than Sections 7.9(b) and (j)) may only be relied upon with respect to Pre-Closing Tax Periods of the members of the Buyer Group and the pre-Closing portion of the Straddle Periods of the members of the Buyer Group.

7.10 Absence of Undisclosed Liabilities. Except as set forth on Schedule 7.10, the Buyer Group does not have any liabilities of the type that would be required under GAAP to be reflected or reserved against on a balance sheet, other than (i) liabilities set forth, disclosed, reflected or reserved for in the Guarantor Financial Statements, (ii) obligations of future performance under any contracts set forth on a Schedule hereto and under other contracts entered into in the ordinary course of business that are not required to be listed on any Schedule to this Agreement, or (iii) liabilities incurred by any member of the Buyer Group after the date of the Guarantor Interim Balance Sheet in the ordinary course of business consistent with past practice that would not reasonably be expected, individually or in the aggregate, to (x) be material to the Buyer Group, taken as a whole, or (y) have a material adverse effect on the Buyer's or the Guarantor's ability to consummate the transactions contemplated hereby or perform its obligations hereunder.

7.11 Leases.

(a) No member of the Buyer Group owns any real property. The applicable member of the Buyer Group holds a valid leasehold or, as applicable, licensed interest in the Buyer Group Leased Real Property, free and clear of all Liens, other than Permitted Liens. Except as set forth on Schedule 7.11(a), no member of the Buyer Group has leased, subleased, assigned, licensed or otherwise granted to any Person the right to use or occupy any portion of the Buyer Group Leased Real Property. All Buyer Group Leases shall remain valid and binding in accordance with their terms following the Closing.

(b) No party to any Buyer Group Lease has given any member of the Buyer Group written notice of, or made a written claim with respect to, any breach or default, and, to the Knowledge of the Buyer, no event has occurred or circumstances exist which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under such Buyer Group Lease.

7.12 Assets. The Buyer Group has good and marketable title, free and clear of any Liens other than Permitted Liens, to, or a valid leasehold interest under enforceable leases, licenses or similar agreement in, all of the assets of the Buyer Group reflected in the Interim Balance Sheet or acquired after the date of the Interim Balance Sheet, in all material respects, except (a) to the extent the enforceability of any such leases or other agreement may be limited by general principles of equity (whether considered in a proceeding at law or in equity), (b) for assets that have been sold or otherwise disposed of since the date of the Guarantor Interim Balance Sheet in the ordinary course of business, and (c) the Performance Records (which are addressed in clause (b) below). All tangible assets owned or leased by the Buyer Group have been maintained in all material respects in accordance with generally accepted industry practice, are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put.

7.13 Intellectual Property.

(a) The Buyer Group exclusively owns all right, title and interest in the Buyer Group Listed Intellectual Property, free and clear of all Liens other than Permitted Liens, and all Buyer Group Listed Intellectual Property is subsisting and valid and enforceable.

(b) No present or former employee, officer, or director of any member of the Buyer Group, or agent or outside contractor or consultant of any member of the Buyer Group, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Buyer Group IP.

(c) To the Knowledge of the Buyer, there are no conflicts with, or infringements, misappropriations or violations of, any Intellectual Property owned or purported to be owned by any member of the Buyer Group, including the Buyer Group Listed Intellectual Property (collectively, "Buyer Group IP") by any third party. The business conducted by the Buyer Group does not conflict with, infringe, misappropriate or otherwise violate any intellectual property or other proprietary right of any third party. There is no Action pending or, to the Knowledge of the Company, threatened against any member of the Buyer Group: (i) alleging any such conflict with, or infringement, misappropriation or other violation of any third party's intellectual property or other proprietary rights; or (ii) challenging the ownership or use by any member of the Buyer Group, or the validity or enforceability, of any Buyer Group IP.

(d) The collection and dissemination of personal customer information by the Buyer Group in connection with the Buyer Group Business has been conducted in all material respects in accordance with all Applicable Laws relating to privacy, data security and data protection, and all applicable privacy policies adopted by the Buyer Group.

7.14 Licenses and Permits. Each Buyer Group License and Permit has been duly obtained, is valid and in full force and effect. No operations of the Buyer Group are being conducted in a manner that violates in any material respect any of the terms or conditions under which any Buyer Group License and Permit was granted. The Buyer Group will continue to have the use and benefit of all Buyer Group Licenses and Permits following the consummation of the transactions contemplated hereby. No Buyer Group License or Permit is held in the name of any employee, officer, director, stockholder, agent or otherwise on behalf of a member of the Buyer Group.

7.15 Compliance with Law.

(a) Since January 1, 2015, the Buyer Group Organization has complied, and each is in compliance with (i) all Applicable Laws, (ii) all Applicable Securities Laws with respect to the business or affairs or properties or assets of the Buyer Group Organization, as applicable, and (iii) all Applicable Laws relating to anti-bribery, anti-corruption, anti-money laundering matters and anti-terrorism financing, except, in each case under clauses (i) – (iii), where any noncompliance would not reasonably be expected to be material to the Buyer Group, taken as a whole. Since January 1, 2015, the Buyer Group Organization has not, received notice of any violation of any such law, regulation, order or other legal requirement, and the Buyer Group Organization is not in default in any material respect with respect to any order, writ, judgment,

award, injunction or decree of any court or other Governmental Entity, applicable to any of its assets, properties or operations relating to the business or affairs of the Buyer Group or the transactions contemplated by this Agreement where any such default would not reasonably be expected to be material to the Buyer Group, taken as a whole.

(b) No member of the Buyer Group, their Affiliates or, to the Knowledge of the Buyer, any of the persons associated with any member of the Buyer Group as specified in Section 506 of Regulation D under the Securities Act are subject to any of the disqualifying events listed in Section 506.

(c) Since January 1, 2015, neither the Buyer nor, to the Knowledge of the Buyer, any directors, trustees, officers or employees of the Buyer (in their capacity as directors, trustees, officers or employees) have used any funds for campaign contributions in violation of Rule 206(4)-5 of the Advisers Act.

(d) This Section 7.15 does not relate to (i) ERISA or other laws regarding employee benefit matters with respect to the Buyer Group, which are governed exclusively by Section 7.18, (ii) employment and labor matters with respect to the Buyer Group, which are governed exclusively by Section 7.19, (iii) Environmental Laws with respect to the Buyer Group, which are governed exclusively by Section 7.22 or (iv) Tax matters with respect to the Buyer Group, which are governed exclusively by Section 7.9.

7.16 Litigation; Orders.

(a) As of the date hereof, there are no (i) Actions that are current, pending or, to the Knowledge of the Buyer, threatened, before any court, Governmental Entity or arbitrator of any nature, brought by or against the Buyer Group Organization or any officer, manager, director or employee of the Buyer Group Organization involving or relating to the Buyer Group Organization or that challenge the validity or enforceability of this Agreement or any Ancillary Agreement or that seeks to enjoin or prohibit the consummation of the transactions contemplated hereby or thereby or (ii) injunctions, orders, decrees, awards or judgments issued by any court, Governmental Entity or arbitrator, or settlement agreements, consent agreements, memoranda of understanding or disciplinary agreements with any Governmental Entity to which the Buyer Group Organization or any officer, manager, director or employee of the Buyer Group is subject involving or relating to the Buyer Group Organization that would prevent or materially delay the consummation of the transactions contemplated by this Agreement. There is no Action pending, or to the Knowledge of the Buyer, threatened, relating to the termination of, or limitation of, the rights of any member of the Buyer Group under its registration under the Advisers Act as an investment adviser or any similar or related rights under any registrations or qualifications with various self-regulatory bodies, states or other jurisdictions or under any other Investment Laws and Regulations.

(b) This Section 7.16 does not relate to (i) ERISA or other laws regarding employee benefit matters with respect to the Buyer Group, which are governed exclusively by Section 7.18, (ii) employment and labor matters with respect to the Buyer Group, which are governed exclusively by Section 7.19, (iii) Environmental Laws with respect to the Buyer Group, which are governed exclusively by Section 7.22 or (iv) Tax matters with respect to the Buyer Group, which are governed exclusively by Section 7.9.

7.17 Contracts.

(a) Each Buyer Group Material Contract is valid, binding and enforceable against the member of the Buyer Group party thereto, as applicable, and, to the Knowledge of the Buyer, the other party(ies) thereto in accordance with its terms, and in full force and effect. The applicable member of the Buyer Group is not in material default under any Buyer Group Material Contract, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default. To the Knowledge of the Buyer, no other party to any Buyer Group Material Contract is in material default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default.

(b) A "Buyer Group Material Contract" means any agreement, contract or commitment, oral or written, to which a member of the Buyer Group is a party or by which a member of the Buyer Group is bound, excluding any Buyer Group Plans and any Buyer Group Portfolio Contracts, in each case as in effect on the date hereof, constituting:

(i) a mortgage, indenture, security agreement, guaranty, "keep well," comfort letter, pledge and other agreement or instrument relating to the borrowing of money or extension of credit;

(ii) a joint venture, partnership, strategic alliance, limited liability company agreement or similar agreement (other than any such agreement entered into in connection with an investment made in the ordinary course of business);

(iii) a Buyer Group Investment Contract, whether or not a member of the Buyer Group is a party or by which it is bound;

(iv) any agreement that contains a non-competition covenant which limits in any respect (i) the manner in which, or the localities in which, the Buyer Group Business may be conducted or (ii) the ability of any member of the Buyer Group to provide any type of service or use or develop any type of product, in each case, that is material to the Buyer Group Business, taken as a whole;

(v) any agreement pertaining to the Intellectual Property or to the right of any member of the Buyer Group to use the Intellectual Property or other proprietary rights of any third party, other than agreements for off-the-shelf or similar commercially available non-custom software;

(vi) any agreement in which a broker, finder or similar intermediary is entitled to any broker's, finder's or similar fee or other commission with respect to any Buyer Group Investment Contract, or any other distribution agreement;

(vii) any agreement that creates future or potential payment obligations in excess of $100,000 in any calendar year and which by its terms does not terminate or is not terminable without penalty upon notice of sixty (60) days or less;

(viii) any agreement that provides for earn-outs or other similar deferred or contingent purchase price obligations;

(ix) any agreement relating to any (A) pending acquisition or disposition of any business or Person by any member of the Buyer Group, or (B) completed acquisition or disposition of any business or Person (whether by purchase, merger, consolidation or otherwise) by any member of the Buyer Group with material surviving obligations thereunder on the part of the Buyer Group;

(x) any agreement providing for future payments or the acceleration or vesting of payments that are conditioned, in whole or in part, on a change in control of any member of the Buyer Group;

(xi) any Buyer Group Affiliate Contract,

(xii) any lease or agreement under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rent exceeds $150,000 (other than a Buyer Group Lease);

(xiii) any lease or agreement under which it is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rent exceeds $25,000; or

(xiv) any contract or agreement with any Governmental Entity.

7.18 Employee Plans.

(a) As used herein, "Buyer Group Plans" collectively refers to all "employee benefit plans" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and all other bonus, profit sharing, compensation, pension, provident fund or retirement benefit, severance, savings, deferred compensation, fringe benefit, insurance, welfare, post-retirement health or welfare benefit, health, life, stock option, stock purchase, restricted stock, phantom stock, tuition refund, service award, company car, scholarship, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, holiday, termination, unemployment, individual employment, consulting, executive compensation, incentive, commission, retention, change in control, non-competition, or other benefit plans, agreements, policies, trust funds, or other arrangements (whether written or unwritten, insured or self-insured) established, maintained, sponsored, or contributed to (or with respect to which any obligation to contribute has been undertaken) by any member of the Buyer Group on behalf of any employee, officer, director, or consultant of any member of the Buyer Group (whether current, former or retired) or any of their dependents, spouses, or beneficiaries or under which any member of the Buyer Group has or would reasonably be expected to incur any liability, contingent or otherwise. No member of the Buyer Group has any express or implied commitment (A) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement, (B) to enter into any contract to provide compensation or benefits to any individual or (C) to modify, change or terminate any Buyer Group Plan, other than with respect to a modification, change or termination required by ERISA or the Code.

(b) With respect to each Buyer Group Plan, (i) each Buyer Group Plan is now and has been established, maintained, funded and administered in all material respects in accordance with its terms, and in compliance in all material respects with Applicable Law and has been duly registered to the extent relevant if required by Applicable Law; (ii) except as would not reasonably be expected to result in a material liability, there are no pending or, to the Knowledge of the Buyer, threatened actions, audits, investigations, claims or lawsuits against or relating to any Buyer Group Plan or any trust or fiduciary thereof (other than routine benefits claims) and, to the Knowledge of the Buyer, no fact or event exists that would give rise to any such action, audit, investigation, claim or lawsuit; (iii) each Buyer Group Plan intended to be qualified under Section 401(a) of the Code has received, or timely requested, a favorable determination, or may rely upon a favorable opinion letter, from the IRS that it is so qualified and, to the Knowledge of the Buyer, nothing has occurred since the date of such letter that would reasonably be expected to adversely affect the qualified status of such Buyer Group Plan; and (iv) all material payments required to be made by the Buyer Group under any Buyer Group Plan or by Applicable Law have been timely made or properly accrued in accordance with the provisions of each Buyer Group Plan and Applicable Law.

(c) No Buyer Group Plan is subject to Section 412, 430 or 4971 of the Code or Section 302 or Title IV of ERISA. No member of the Buyer Group or any corporation, trade, business, or entity that would be deemed a "single employer" with any member of the Buyer Group within the meaning of Section 414(b) or (c) of the Code or Section 4001 of ERISA or, solely for purposes of Section 412 of the Code, Section 414(m) or (o) of the Code (each, a "Buyer Group ERISA Affiliate"), or any of their respective predecessors has contributed to, contributes to, has been required to contribute to, or otherwise participated in or participates in or in any way has any material liability (whether actual or contingent), directly or indirectly, with respect to any plan subject to Section 412, 430 or 4971 of the Code or Section 302 or Title IV of ERISA. No event has occurred and no condition exists with respect to any Company Group Plan that would subject any member of the Buyer Group by reason of its affiliation with any current or former Buyer Group ERISA Affiliate to any material (i) Tax, penalty or fine, (ii) Lien or (iii) other material liability imposed by Applicable Law. No Buyer Group Plan provides retiree health, disability or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA, any other Applicable Law or at the full expense of the participant or the participant's beneficiary. Each of the Buyer Group Plans is maintained in the United States and is subject only to the laws of the United States or a political subdivision thereof.

(d) No "prohibited transaction" under Section 4975 of the Code or Sections 406 and 407 of ERISA, not otherwise exempt under the Code or ERISA, has occurred with respect to any Buyer Group Plan.

(e) Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any severance or other payment becoming due, or increase the amount of any compensation or benefits due, to any current or former employee, officer, director, or consultant of any member of the Buyer Group; (ii) limit or restrict the right of any member of the Buyer Group to merge, amend or terminate any Buyer Group Plan; (iii) result in the acceleration of the time of payment or vesting, or result in any payment or funding (through a grantor trust or otherwise) of any such compensation or benefits under, or increase the amount of compensation

or benefits due under, any Buyer Group Plan; or (iv) result in any payment (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) that would reasonably be construed, individually or in combination with any other such payment, to constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code). No Person is entitled to receive any additional payment (including any tax gross-up or other payment) from any member of the Buyer Group as a result of the imposition of the excise taxes required by Section 4999 of the Code or any Taxes required by Section 409A of the Code.

(f) The Buyer Group and the Buyer Group ERISA Affiliates do not maintain any Buyer Group Plan which is a "group health plan," as such term is defined in Section 5000(b)(1) of the Code, that has not been administered and operated in all respects in compliance with the applicable requirements of the Patient Protection and Affordable Care Act, as amended, Section 601 of ERISA, Section 4980B(b) of the Code and the applicable provisions of the Health Insurance Portability and Accountability Act of 1986. No member of the Buyer Group is subject to any liability, including additional contributions, assessable payments, fines, penalties or loss of tax deduction as a result of such administration and operation.

(g) With respect to each Buyer Group Plan that is a "nonqualified deferred compensation plan" (as defined for purposes of Section 409A(d)(1) of the Code), such plan or arrangement has been maintained and operated in compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder to the extent such plan or arrangement is subject to Section 409A of the Code and so as to avoid any tax, interest or penalty thereunder.

7.19 Labor Matters.

(a) No member of the Buyer Group is a party to any collective bargaining agreement or other labor union contract applicable to the employees and there are not any, and during the past five years (5) have been no, activities or proceedings of any labor union to organize any of the employees pending or under discussion with any labor organization or group of employees of any member of the Buyer Group. No member of the Buyer Group is engaged in any unfair labor practice, as defined in the National Labor Relations Act. There is no unfair labor practice charge or complaint pending, or to the Knowledge of the Buyer threatened, before any applicable Governmental Entity relating to any member of the Buyer Group.

(b) There is no labor strike, slowdown or work stoppage or lockout pending or, to the Knowledge of the Buyer, threatened against or affecting any member of the Buyer Group, and no member of the Buyer Group has experienced any strike, slowdown or work stoppage, lockout or other collective labor action by or with respect to the employees in the past five (5) years.

(c) The Buyer Group is and during the past five (5) years has been in compliance with all Applicable Laws relating to employment and employment practices, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, and classification of employees, consultants and independent contractors where any such non-compliance would not reasonably be expected to be material to the Buyer Group, taken as a whole.

(d) No member of the Buyer Group has received any written notice from any national, state, local or foreign agency or Governmental Entity responsible for the enforcement of labor or employment laws of an intention to conduct an investigation of any member of the Buyer Group and to the Knowledge of the Buyer, no such investigation is in progress. No member of the Buyer Group is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Entity relating to employees or employment practices.

(e) To the Knowledge of the Buyer, there has not been, and the Buyer does not anticipate or have any reason to believe that there will be, any adverse change in relations with employees as a result of the announcement of the transactions contemplated by this Agreement. To the Knowledge of the Buyer, no current employee or officer of any member of the Buyer Group intends, or is expected, to terminate his employment relationship with such entity following the consummation of the transactions contemplated hereby.

7.20 Insurance. As of the date hereof, all insurance policies maintained by any member of the Buyer Group are in full force and effect and no application therefor included a material misstatement or omission. All premiums with respect thereto have been paid to the extent due. No member of the Buyer Group is in default in any material respect under any provisions of any such policy of insurance nor has any member of the Buyer Group received notice of cancellation of any such insurance. No claim currently is pending under any such policy involving an amount in excess of $350,000. All material insurable risks in respect of the business and assets of the Buyer Group are covered by such insurance policies. The consummation of the transactions contemplated by this Agreement and the Ancillary Agreements will not cause a cancellation or reduction in the coverage of such policies.

7.21 Transactions with Directors, Officers, Members and Affiliates. Schedule 7.21 lists each Buyer Group Affiliate Contract. No equityholder of the Guarantor or the Buyer or any employee of any member of the Buyer Group, or any of their respective Related Parties (a) owns any direct or indirect interest in (other than ownership of the Guarantor, the Buyer, a Buyer Group GP Entity or a Buyer Group Fund) (i) any asset or other property used in or held for use in the Buyer Group Business or (ii) any consultant, service provider, supplier, customer, landlord, tenant, creditor or debtor of or to any member of the Buyer Group or the Buyer Group Business; (b) serves as a trustee, officer, director or employee of any investment in which a Buyer Group Fund has an interest (other than in the capacity as a member of the advisory board or similar committee); or (c) has any loan outstanding from, or is otherwise a debtor of, or has any loan outstanding to, or is otherwise a creditor of, any member of the Buyer Group or the Buyer Group Business or any investment in which a Buyer Group Fund has an interest. Ownership of less than 5% of a class of securities of a Person that is publicly traded shall not be deemed to be an interest for purpose of this Section 7.21.

7.22 Environmental Matters. The Buyer Group holds all licenses, permits and other authorizations required under all Environmental Laws to operate at the Buyer Group Leased Real Property and to carry on the Buyer Group Business as now conducted, except as would not reasonably be expected to be material to the Buyer Group, taken as a whole, and is in compliance in all material respects with all Environmental Laws and with all such licenses, permits and authorizations.

7.23 Investment Adviser Activities.

(a) Each of RCP Advisors 2 LLC, RCP Advisors 3 LLC and Five Points Capital Inc. is duly registered with the SEC as an investment adviser and with all other applicable Governmental Entities as an investment adviser to the extent required by Applicable Law, unless the failure to be so duly registered would not reasonably be expected to be material to the Buyer Group Business. Except for such registrations, none of the Buyer Group, the Buyer Group GP Entities or any of the Buyer Group's officers, managers, directors or employees is, or is required to be, registered or appointed as an "investment adviser" or "investment adviser representative" under Applicable Law. Each such registration is in full force and effect.

(b) To the Knowledge of the Buyer, no employee of any member of the Buyer Group conducts investment management or investment advisory or sub-advisory activities except (i) as part of his or her employment with the applicable member of the Buyer Group, (ii) managing his or her own investments or the investments of family members (including as an executor or similar agent), including as permitted by the family office exemption pursuant to Rule 202(a)(11)(G)-1 under the Advisers Act, or (iii) on behalf of charitable organizations as a member of a board or committee for which no compensation is paid.

(c) There is no open-end investment company, closed-end investment company, unit investment trust, business development company or other collective investment vehicle registered or, to the Knowledge of the Buyer, required to be registered under the Investment Company Act to which, or on whose behalf, any member of the Buyer Group acts, or has acted, as investment adviser, sub-adviser, sponsor or distributor or otherwise provides or provided investment management or advisory services, or, additionally, in the case of any open-end investment company, acts or acted as principal underwriter.

7.24 Clients and Investment Contracts.

(a) Each Buyer Group Investment Contract has been performed in accordance with its terms, the Advisers Act and all other Applicable Laws by the Buyer Group, except, in each case, as would not reasonably be expected to be material to the Buyer Group Business. No Buyer Advisory Client or investor in any Buyer Advisory Client is in default of any obligation (including any economic obligation) under any of its Buyer Group Investment Contracts or any Buyer Group Investment Contract in respect of the Buyer Group, except for such defaults as would not reasonably be expected to be material to the Business. No subscription agreement materially alters the material terms of any Buyer Group Investment Contract.

(b) As of the date of this Agreement, the Buyer Group has not received notice from any Buyer Advisory Client of such Buyer Advisory Client's intent to terminate its Buyer Group Investment Contract, to engage in negotiations to amend the terms and conditions of its Buyer y Group Investment Contract, or to withdraw assets from the Buyer Group's management, in each case other than in the ordinary course of business.

7.25 Form ADV. With respect to the Buyer Group's Form ADV Parts 1, 2A and 2B, as filed with the SEC or delivered to Buyer Advisory Clients, as applicable, each part of each such Form ADV was accurate and correct in all material respects, did not omit to state a fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and complied in all material respects with Applicable Law.

7.26 Additional Representations and Warranties Regarding the Buyer Group Funds.

(a) As to each Buyer Group Fund, there has been in full force and effect a Buyer Group Investment Contract at all times that a member of the Buyer Group was performing investment management, advisory or sub-advisory or similar services for such TB Fund. Each Buyer Group Investment Contract pursuant to which a member of the Buyer Group has received compensation respecting its activities in connection with any of the Buyer Group Funds was duly approved and performed in all material respects in accordance with the applicable organizational documents and Applicable Law.

(b) Each Buyer Group Fund has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority. Each Buyer Group Fund is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so under Applicable Law, except for any failure to be so qualified, licensed or registered that would not reasonably be expected to have, individually, a material adverse effect on the Buyer Group, taken as a whole. All outstanding shares, units or interests of each Buyer Group Fund (i) have been issued, offered and sold in compliance with Applicable Law in all material respects and (ii) have been duly authorized and validly issued and are fully paid (other than with respect to any unfunded capital commitments that may be called by the relevant Buyer Group GP Entity of such Buyer Group Fund pursuant to the limited partnership agreement or limited liability company agreement (or equivalent) of such Buyer Group Fund) and (if applicable) non-assessable.

(c) Each Buyer Group Fund currently is, and has been since its inception, operated in compliance in all material respects with the terms of its Buyer Group Investment Contracts. Each Buyer Group Fund is in material compliance with the terms governing each of its underlying investments (including, without limitation, in respect of compliance with any applicable reporting and confidentiality provisions). No Buyer Group Fund is in default with respect to any obligations to contribute capital to such underlying investments.

(d) There are no material consent judgments or judicial orders on or with regard to any of the Buyer Group Funds.

(e) Reference is herein made to the audited financial statements, prepared in accordance with GAAP of each of the Buyer Group Funds, for the three (3) fiscal years ending December 31, 2018, December 31, 2017 and December 31, 2016 (each hereinafter referred to as a "Buyer Group Fund Financial Statement"). Each of the Buyer Group Fund Financial Statements is consistent with the books and records of the related Buyer Group Fund, and presents fairly in all material respects the consolidated financial position of the Buyer Group Fund in accordance with GAAP applied on a consistent basis (except as otherwise noted therein) at the respective date

of such Buyer Group Fund Financial Statement and the results of operations and cash flows for the respective periods indicated. The Buyer Group Fund Financial Statements reflect and disclose all material changes in accounting principles and practices adopted by each of the Buyer Group Funds during the periods covered by each Buyer Group Fund Financial Statement.

(f) No Buyer Group Fund has at any time been terminated, or has had its investment operations (including such Buyer Group Fund's ability to call or recycle capital for investment purposes) suspended or terminated, prior to the end of its stated term or had its management, investment management or investment advisory function transferred away from any member of the Buyer Group.

(g) Each Buyer Group Fund is in material compliance with, and since January 1, 2015 has not been in default under, any Indebtedness of the Buyer Group.

(h) No intermediary, placement agent, distributor or solicitor has unlawfully marketed any of the services of any Buyer Group Fund or unlawfully marketed or sold any interest in any Buyer Group Fund, and there are no outstanding claims against any member of the Buyer Group or any Buyer Group Fund with respect to such marketing or sale.

(i) Except for such failures which, individually or in the aggregate, would not reasonably be expected to be material to the Buyer Group Business, each Buyer Group Fund and Buyer Group GP Entity (and the applicable member of the Buyer Group or Ultimate GP, as applicable, on behalf of each Buyer Group Fund and Buyer Group GP Entity) is in compliance with, and has since January 1, 2015 complied with the privacy rules and applicable regulations promulgated under the Gramm-Leach-Bliley Act, including the giving of any required notices to investors in each of the Buyer Group Funds.

(j) All Performance Records and private placement memoranda containing Performance Records provided, presented or made available by any member of the Buyer Group to any Buyer Advisory Client or any actual or potential investor in any Buyer Group Fund have, to the Knowledge of the Buyer, (i) complied with Applicable Law in all material respects and (ii) did not at the time they were so provided, presented or made available contain any untrue statement of a fact or, solely with respect to any private placement memoranda containing Performance Records, omit to state a fact required to be stated in them or necessary to make the statements in them, in light of the circumstances under which they were made, not misleading. The Buyer Group maintains all documentation necessary to form a basis for, demonstrate or recreate the calculation of the performance or rate of return of all accounts that are included in the Performance Records as required by Applicable Law.

7.27 Code of Ethics; Compliance Procedures; Compliance. The Buyer Group has adopted (and since January 1, 2015 has maintained at all times required by Applicable Law) the applicable Adviser Compliance Policies, and has designated and approved a chief compliance officer. To the Knowledge of the Buyer, there have been no material violations or allegations of material violations of the Adviser Compliance Policies where any such violation or allegation of material violations would not reasonably be expected to be material to the Buyer Group, taken as a whole.

7.28 Regulatory Reports; Filings. Since January 1, 2015, the Buyer Group has filed, on a timely basis, Form ADV and all other required regulatory reports, schedules, forms, registrations and other documents in each case that are material to the Buyer Group Organization, as applicable, together with any amendments required to be made with respect thereto with all applicable Regulatory Agencies, and has paid all fees and assessments due and payable in connection therewith. Except for routine examinations conducted by a Regulatory Agency in the regular course of the business of the Buyer Group, no Regulatory Agency has initiated, or threatened to initiate, any material proceeding or, to the Knowledge of the Buyer, material investigation or inquiry into the business or operations of the Buyer Group. There is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations of the Buyer Group, in each case that is material to the Buyer Group.

7.29 Additional Representations and Warranties Regarding the Buyer Group GP Entities.

(a) No Buyer Group GP Entity is in default or breach under any Buyer Group Fund governing documents with respect to any obligations to contribute or return capital to any Buyer Group Fund, including with respect to any capital commitment, capital contribution, "giveback," "clawback" or other funding/return obligation.

(b) Since January 1, 2015, no Person has taken or failed to take any action that would: (i) suspend or terminate any management, investment advisory or similar agreement by and between any member of the Buyer Group, on one hand, and any Buyer Group Fund, Buyer Group GP Entity or other advisory client on the other hand (including, for the avoidance of doubt, each Buyer Group Investment Contract), (ii) constitute grounds for removal of any Buyer Group GP Entity (or similar cessation of control) from such role under the governing documents of the applicable Buyer Group Fund, (iii) constitute grounds for suspension or early termination of any Buyer Group Fund's investment or commitment period or early termination or dissolution of the Buyer Group Fund or (iv) otherwise suspend, modify, reduce or waive the payment (whether direct or indirect) of management fees or similar remuneration otherwise payable to any member of the Buyer Group by any Buyer Group Fund, Buyer Group GP Entity or other advisory client.

(c) There are no material consent judgments or judicial orders on or with regard to any of the Buyer Group GP Entities.

7.30 No Brokers. No broker, finder or similar intermediary has acted for or on behalf of, or is entitled to any broker's, finder's or similar fee or other commission from, the Buyer Group in connection with this Agreement or the transactions contemplated hereby.

7.31 Financing.

(a) The Buyer has delivered to the Company complete, true and correct copies of the executed debt financing commitment letter (the "Debt Commitment Letter" and the commitment thereunder, the "Debt Financing Commitment") and the related fee letters (the "Fee Letters") (provided that provisions in the Fee Letters such as numerical fees and certain other commercially sensitive terms in the Fee Letter that are customarily redacted in connection with purchase agreements of this nature but which redactions do not affect the amount, timing or

conditionality for the availability of funds, may have been redacted) which obligate certain parties thereto (the "Debt Financing Sources") to provide debt financing (the "Debt Financing"). The Debt Financing Commitment is a legal, valid and binding obligation of the Buyer (except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity)), and is the legal, valid, and binding obligations of the other parties thereto. The Debt Financing Commitment is in full force and effect, and has not been withdrawn, rescinded or terminated or otherwise amended, modified or waived in any respect, and no such withdrawal, rescindment, termination, amendment, modification or waiver is contemplated by the Buyer or, to the knowledge of Buyer, any other party thereto. The funding of the amounts in the Debt Financing Commitment, together with the Buyer's cash on hand, will be sufficient to enable the Buyer to consummate the transactions on the terms contemplated by this Agreement, and to pay or cause the payment of the Estimated Closing Amount and any amounts which, by the terms of this Agreement, will reduce the Estimated Closing Amount, and all of the out-of-pocket fees, costs and expenses of the Buyer arising from the consummation of the transactions contemplated by this Agreement and in connection with the Debt Financing and payable at the Closing. No event has occurred or circumstance exists that, with or without notice, lapse of time or both, would, or would reasonably be expected to: (x) constitute a default or breach on the part of the Buyer or any of its Affiliates or, to the knowledge of the Buyer, any other party thereto, under any term or condition of the Debt Financing Commitment or otherwise result in all or a portion of the Debt Financing contemplated thereby to be unavailable; (y) constitute or result in a failure to satisfy any of the terms or conditions set forth in the Debt Financing Commitment; or (z) otherwise result in all or a portion of the Debt Financing not being available.

(b) The Buyer has and will have at the Closing the financial capability to consummate the transactions contemplated by this Agreement, and the Buyer understands that the Buyer's obligations hereunder are not in any way contingent or otherwise subject to (i) the consummation of any financing arrangements or obtaining any financing or (ii) the availability of any financing to Buyer or any of its Affiliates.

(c) Immediately after giving effect to the transactions contemplated by this Agreement, none of the Buyer Group or the Company Group, individually or in the aggregate shall (i) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the fair salable value of its assets is less than the amount required to pay its probable liability on its existing debts as they mature), (ii) have unreasonably small capital with which to engage in its business or (iii) have incurred debts beyond its ability to pay as they become due. In completing the transactions contemplated by this Agreement, the Buyer Group does not intend to hinder, delay or defraud any present or future creditors of any of the Company Entities.

7.32 R&W Policy. The Buyer has provided the Company and the Sellers with a complete, true and correct copy of the bound commitment for the R&W Policy.

7.33 Exclusivity of Representations. The representations and warranties made by the Buyer in this Section 7 are the sole and exclusive representations and warranties made by the Buyer with respect to the Buyer Group Business, the Buyer Group, the Buyer Group GP Entities and/or the Buyer Group Funds (the Buyer Group Business, the Buyer Group, the Buyer Group GP Entities and/or the Buyer Group Funds referred to collectively as the "Buyer Group Organization") and otherwise in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. Other than the representations and warranties set forth in this Section 7, the Buyer does not make any express or implied representation or warranty, and hereby disclaims any such express or implied representations or warranties with respect to the Buyer Group Organization, this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company Group, or the quality, quantity or condition of the Buyer Group assets). The Sellers acknowledge that they have conducted to their satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Buyer Group, and, in making its determination to proceed with the transactions contemplated by this Agreement, each Seller has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Buyer expressly and specifically set forth in this Section 7, as qualified by the Schedules.

SECTION 8.
COVENANTS OF THE SELLERS AND THE COMPANY.

Each Seller hereby covenants as follows, and, prior to the Closing, agrees to cause the Company Group to comply with the following covenants:

8.1 Conduct of Business Before the Closing Date.

(a) During the period from the date hereof to the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 14.1 (the "Interim Period"), without the prior written consent of the Buyer (not to be unreasonably withheld, delayed or conditioned), the Sellers shall cause the business of the Company Group to be conducted only in the ordinary course of business consistent with past practice, and shall cause the Company Group to preserve substantially intact its business organization in the ordinary course of business consistent with past practice. By way of amplification and not limitation, during the Interim Period, except as set forth in Schedule 8.1, without the prior written consent of the Buyer (not to be unreasonably withheld, delayed or conditioned), the Company Group shall not do any of the following, directly or indirectly, except as otherwise required by or expressly contemplated by this Agreement or required by Applicable Law:

(i) make any material change in the conduct of the Company Group Business or enter into any material transaction other than in the ordinary course of business consistent with past practice;

(ii) transfer, sell or dispose of any assets or properties of the Company Group Business, other than transfers, sales or dispositions of obsolete, broken or unsalable equipment in the ordinary course of business consistent with past practice;

(iii) authorize, or make any commitment with respect to, any single capital expenditure that is in excess of $2,500 or capital expenditures that are, in the aggregate, in excess of $2,500;

(iv) incur any Indebtedness, except in the ordinary course of business consistent with past practice;

(v) pay, lend or advance any amount to, or sell, transfer or lease any properties or assets to, any of its Affiliates, other than in the ordinary course of business consistent with past practice;

(vi) make any material change in any method of accounting or accounting principle, method, estimate or practice, except for any such change required by reason of a concurrent change in GAAP or Applicable Law;

(vii) make, change or revoke any election or method of accounting with respect to Taxes affecting or relating to it or affecting or relating to the Company Group Business except as required by Applicable Law, fail to file when due (taking into account any extension) any Tax Return required to be filed by any member of the Company Group, or amend any material Tax Return of any member of the Company Group;

(viii) enter into with any Taxing Authority any closing or other agreement or settlement with respect to Taxes (other than income Taxes) affecting or relating to it or affecting or relating to the Company Group Business;

(ix) pay, discharge or satisfy any claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against on the Interim Balance Sheet or subsequently incurred in the ordinary course of business consistent with past practice;

(x) commence, settle, release or forgive any Action, other than such Actions that will not impose any material obligation on the Company Group following the Closing and which will require payment by the Company Group of no more than $50,000 in any single instance;

(xi) permit the lapse of any existing policy of insurance relating to the business or assets of the Company Group;

(xii) permit the lapse of any right relating to Intellectual Property or any other intangible asset used in the Company Group Business;

(xiii) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock or other equity or ownership interest, or make any other change with respect to its capital structure;

(xiv) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of any member of the Company Group, or otherwise alter the Company Group's capital structure;

(xv) acquire or agree to acquire, in any manner, including merger, consolidation, or purchase of equity interests or assets, any business of any Person or business organization or division thereof;

(xvi) amend, modify or terminate or enter into any Company Group Material Contract, or enter into any Company Group Material Contract other than in the ordinary course of business consistent with past practice;

(xvii) enter into any Contract with any Related Party of any member of the

Company Group;

(xviii) amend any of the Company Formation Documents;

(xix) authorize for issuance, issue, sell, pledge, transfer, deliver or agree or commit to issue, sell, pledge, transfer or deliver (A) any capital stock of or other equity or voting interest in any member of the Company Group (including any Interests) or (B) any Company Equity Rights;

(xx) make any distribution or declare, pay or set aside any dividend with respect to, any member of the Company Group that would require any member of the Company Group to pay such distribution or dividend after the Closing Date, other than dividends and distributions that have the effect of reducing Cash or Net Working Capital taken into account in the calculation of the Estimated Closing Amount;

(xxi) hire or terminate the employment (other than for cause or due to death or disability) of any officer of any member of the Company Group whose annual base salary would exceed, or exceeds, $200,000;

(xxii) (A) grant or announce any increase in salaries, bonuses, severance, termination, retention or change-in-control pay, or other compensation or benefits payable or to become payable by any member of the Company Group to any current or former employees or other individual service provider of any member of the Company Group; or (B) adopt, establish, amend or terminate any Company Group Plan, or any agreement, plan, policy or arrangement that would constitute a Company Group Plan if it were in existence on the date hereof, in each case, other than (1) the renewal of group health or welfare plans made in the ordinary course of business consistent with past practice and Applicable Law that do not materially increase the cost to the Company Group under such plans, or (2) as required by the terms of a Company Group Plan or Applicable Law in effect on the date hereof;

(xxiii) accelerate the collection of or discount any accounts receivable (including management fees), delay the payment of accounts payable or accrued expenses, delay the purchase of supplies or delay capital expenditures, repairs or maintenance; or

(xxiv) commit to do any of the foregoing.

(b) No Seller shall take any action that causes it to be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement, such that the conditions set forth in Section 13 hereof, as the case may be, would not be satisfied.

(c) Notwithstanding anything to the contrary contained herein, during the period from and after the date of this Agreement until delivery of the Estimated Closing Statement, the Company Group shall be permitted to utilize any and all available cash to (i) pay expenses and bonuses that would otherwise constitute Transaction Expenses, (ii) repay outstanding Indebtedness, or (iii) make cash distributions, dividends or redemptions. In addition, nothing in this Section 8.1 shall limit in any way the Company Group's activities with respect to any Non-Management Fee Economics.

8.2 Consents and Approvals. Each of the Sellers and the Company Group shall (a) use his or its reasonable best efforts to obtain all necessary Consents of all Governmental Entities and of all other Persons (including, without limitation, the consent of each counterparty to any Company Group Investment Contract or other contract) legally required in connection with the transactions contemplated by this Agreement, and (b) provide reasonable assistance and cooperation with the Buyer Group in its preparation and filing of all documents required to be submitted by the Buyer Group to any Governmental Entities, in connection with such transactions and in its obtaining any governmental consents, waivers, authorizations or approvals which may be required to be obtained by the Buyer Group in connection with such transactions (which assistance and cooperation shall include, without limitation, timely furnishing to the Buyer Group all reasonably requested information concerning the Sellers or any member of the Company Group required to be included in such documents or that would be helpful in obtaining any such required consent, waiver, authorization or approval). In furtherance and not in limitation of the foregoing, the Sellers and the Company Group shall permit the Buyer to participate in the defense and settlement of any claim, suit or cause of action relating to this Agreement or the transactions contemplated hereby, and the Seller shall not settle or compromise any such claim, suit or cause of action without the Buyer's written consent (not to be unreasonably withheld).

8.3 Access to Properties and Records.

(a) Subject to the terms of the Confidentiality Agreement and Applicable Law, throughout the Interim Period, the Company Group shall (i) afford to the Buyer Group, and to the officers, directors, employees, accountants, counsel and other representatives of the Buyer Group, at the Buyer's sole cost and expense, reasonable access during normal business hours and upon reasonable advance notice, in a manner that does not unreasonably interfere with the operations of the Company Group Business, to management-level employees, officers, properties, books and records of the Company Group; provided, that no member of the Company Group shall be required to (a) risk the loss of any legal privileges, immunity or other protection from disclosure, (b) violate any Applicable Law, contract or other obligation of confidentiality in providing such access, or (c) provide access to any books and records that relate to the sale process of the Company Group. Notwithstanding anything herein to the contrary, the Buyer shall not, and shall cause its Affiliates and their respective Representatives not to, contact any Advisory Client or other existing or potential investor or investee regarding the Company Group Business or the transaction. The Company shall have the right to have one or more Representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 8.3, and all access shall be managed by and conducted through the Seller Owners.

(b) As long as the Closing shall not have occurred, the Company shall as promptly as practicable cause to be prepared in accordance with the Principles and delivered to the Buyer the unaudited financial statements of the Company for each fiscal quarter ending at least 45 days prior to the Closing Date.

8.4 Advisory Client Consent Process.

(a) As promptly as practicable following the date of this Agreement, the Company shall send a written notice to each Advisory Client or, in the case of a TB Fund, either the limited partner advisory committee or the investors of such TB Fund seeking Client Consent, which shall be in form and substance substantially similar to the Exhibit C attached hereto, informing such Advisory Client or investors in the TB Fund of the transactions contemplated by this Agreement and requesting the requisite Client Consent (as indicated in Schedule 5.4) to (1) the change in control of the Company and the "assignment" (as defined under the Advisers Act) of any investment advisory contract between such Advisory Client and any member of the Company Group, (2) the continuation of any such investment advisory agreement, including by waiving any termination of or right to terminate such Company Group Investment Contract solely in connection with the transactions contemplated in this Agreement, from and after the Closing on the same terms as the investment advisory agreement in effect as of the date hereof, (3) any required amendment to, or waiver of, the provisions of the limited partnership agreement or limited liability company agreement (or equivalent) of such TB Fund arising from any such change in control and/or "assignment" in the form attached to the written notice delivered under this Section 8.4(a) and (4) the assignment of control of the Company Group GP Entities to the Ultimate GP as contemplated under Section 8.10. The Company shall use reasonable best efforts to procure the requisite Client Consent from each Advisory Client.

(b) The Buyer shall be provided a reasonable opportunity to review all consent materials and communications, which shall be in form and substance reasonably satisfactory to the Buyer, with the Advisory Clients or investors in a TB Fund, to be used by the Company, prior to distribution. At all times prior to the Closing, the Company shall take reasonable steps to keep the Buyer informed of the status of obtaining such consents. The Company shall make available to the Buyer copies of all executed consents of all Advisory Clients received by the Company.

8.5 Negotiations. From and after the date hereof and until the earlier to occur of the Closing Date or the termination of this Agreement pursuant to Section 14 hereof, each Seller and the Company Group shall not, and each of them shall cause any Persons acting on behalf of any of them not to, directly or indirectly, encourage, solicit, consider, engage in discussions or negotiations with, or provide any information to, any Person or group of Persons (other than the Buyer or its representatives) concerning any merger, sale of all or substantially all of the Company Group's assets, purchase or sale of Interests or similar transaction involving the Company Group or its assets (other than assets sold in the ordinary course of business).

8.6 Efforts. Upon the terms and subject to the conditions of this Agreement, each of the Sellers and the Company Group shall use his or its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with Applicable Law to (a) consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby and (b) comply with its obligations hereunder. Nothing in this Agreement shall require any Seller or the Company Group to pay a fee or other amount to, or forego or reduce any rights or agree to other accommodation with, any supplier, landlord, Governmental Entity or any other Person in order to obtain such Person's consent for the transactions contemplated hereby (including in connection with obtaining any Client Consents), except any out-of-pocket costs, fees and expenses incurred by the Company Group in connection with each consent sought pursuant to Section 8.2 and Section 8.4, as set forth in Section 15.3.

8.7 Restrictive Covenants.

(a) General. Each Seller and Seller Owner acknowledges that this Agreement, and the specific covenants set forth in this Section 8.7 (the "Restrictive Covenants"), have been entered into by such Seller and Seller Owner in connection with the sale of the Interests (including the goodwill thereof) to the Buyer pursuant to this Agreement. With respect to any Seller Owner that will be an employee of the Buyer or any Affiliates of the Buyer following the Closing, the Restrictive Covenants shall be interpreted to be in furtherance, and not in limitation, of the employment duties of such Seller Owner to the Buyer or such Affiliate of Buyer.

(b) Non-Competition.

(i) In order to protect the legitimate business interest of the Buyer Group and its Affiliates, including but not limited to RCP Advisors 3, LLC, Five Points Capital, Inc. and the Company Group (each, a "P10 Entity" and collectively, the "P10 Entities"), and in consideration for the good and valuable consideration directly or indirectly offered to each Seller and Seller Owner, during the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "Restricted Period"), each Seller Owner shall not, directly or indirectly, for himself or on behalf of or in conjunction with any other Person, whether as an agent, employee, partner, joint venturer, investor or otherwise, engage in any Competitive Activity (as defined below), or accept any investment capital from or own any interest in (other than through the passive ownership of less than 2% of the outstanding shares of any class of capital stock of a corporation which is publicly traded on a national securities exchange) any Competitive Enterprise anywhere in the world.

(ii) For purposes of this Section 8.7, "Competitive Activity" shall mean the Seller Owner, directly or indirectly, for himself or for any other person, (i) accepting investment capital from any source for purposes of managing such capital in accordance with investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by a P10 Entity as of the Closing (other than in such Seller Owner's capacity as an employee of the Company), including but not limited to private equity, venture capital, buyout, lending, debt, small business investment company or "fund-of-funds" strategies (including the management of "secondary fund-of-funds" investment vehicles or any other investment vehicle or separate account with a substantially similar investment strategy to any of the investment vehicles or separate accounts and strategies set forth in this sentence), (ii) participating in any Competitive Enterprise (defined below); provided that the passive ownership by such Seller Owner

of not more than two percent (2%) of the outstanding shares of any class of capital stock of a corporation which is publicly traded on a national securities exchange will not be deemed to be a Competitive Activity, so long as such Seller Owner is not otherwise participating in the business of such corporation and/or (iii) directly or indirectly, in any capacity, interfering, or attempting to interfere, with the relationship between a Buyer Investor (defined below) and a P10 Entity.

(iii) "Competitive Enterprise" shall mean any business or entity, regardless of its size or the form of the business or form of the entity conducting such business, that, directly or indirectly, (i) engages in any of the investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by a P10 Entity as of the Closing, or (ii) owns or controls a significant interest in any entity that engages in any of the investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by a P10 Entity as of the Closing.

(iv) This Section 8.7 does not, in any way, restrict or impede any Seller Owner from exercising protected rights to the extent that those rights cannot be waived by agreement or from complying with any Applicable Law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by the law, regulation, or order. Each Seller Owner shall promptly provide written notice of any order to the Buyer.

(c) Non-Solicitation of Employees. During the Restricted Period, each Seller Owner shall not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any person who is or was an employee of the P10 Entities at any time during the six (6) months preceding such activity; provided, however, that the foregoing provision shall not prohibit (i) any solicitations made by or on behalf of such Seller Owner to the general public or such Seller Owner's serving as a reference for any such employee upon request, or (ii) any solicitation, hiring or recruitment of any employee whose employment was terminated by the applicable P10 Entity, who is not in breach of any restrictive covenants applicable to such employee and who is not receiving severance payments (provided that this clause (ii) shall not apply to employees whose employment was terminated by the Company except to the extent such employees are receiving severance from the Company or were terminated for cause).

(d) Non-Solicitation of Buyer Investors. In order to protect the legitimate business interest of the P10 Entities, and the good and valuable consideration directly or indirectly offered to each Seller and Seller Owner, during the Restricted Period:

(i) Each Seller Owner agrees not to, directly or indirectly, in any capacity, contact and/or solicit any Buyer Investor (other than in such Seller Owner's capacity as an employee of the Company) for purposes of providing investment management services that utilize any investment or trading strategies that are identical or similar to any investment or trading strategies utilized by a P10 Entity.

(ii) Each Seller Owner agrees not to, directly or indirectly, in any capacity, interfere, or attempt to interfere, with the relationship between any Buyer Investor and a P10 Entity.

(iii) "Buyer Investor" means any person or entity (A) that was invested in any fund or any other pooled investment vehicle, separate account or other financial product sponsored or managed by a P10 Entity, or an advisory client of a P10 Entity, during the Restricted Period, and (I) that the Seller Owner knew, or reasonably should have known based on the Seller Owner's role with the Company, was an investor in such entities, or (II) with whom the Seller Owner had contact as an employee; or (B) with whom the Seller Owner knew a P10 Entity had discussions about becoming a Buyer Investor during the Restricted Period and who becomes a Buyer Investor within the six (6) month period after the end of the Restricted Period. Buyer Investor also means any person or entity that was an advisor, consultant, or manager of any person or entity referred to in clauses (A) or (B) of the preceding sentence.

(e) Nothing in this Section 8.7 shall prohibit (a) any Seller Owner from purchasing publicly traded securities of any corporation, provided that this ownership represents a passive investment and that such Seller Owner is not a controlling person of, or a member of a group that controls, the corporation; (b) any Seller Owner's passive investment as a limited partner or similar capacity in a private equity fund, venture capital fund or other investment vehicle or other business enterprise managed by another person or entity; or (c) any Seller Owner from investing for the account of himself and his family members.

(f) Modification. If at the time of enforcement of the provisions of this Section 8.7, a court of competent jurisdiction holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by Applicable Laws.

(g) Tolling of Restrictive Period. The running of the Restricted Period with respect to any Seller Owner shall be tolled during the period of any breach by such Seller Owner of any of the Restrictive Covenants.

(h) Severability. If any Restrictive Covenant is invalid in any part, it shall be curtailed, both as to time and location, to the minimum extent required for its validity under the governing law of this Agreement and shall be binding and enforceable with respect to each Seller Owner, as so curtailed.

(i) Reasonableness of Restrictions. Each Seller Owner acknowledges and agrees that he derived (and/or will derive) substantial economic benefit in connection with the transactions contemplated by this Agreement, and that the scope of activity, periods of time and the geographic area applicable to the Restrictive Covenants are reasonable.

(j) Remedies. Without intending to limit the remedies available to the Buyer Group and its Affiliates, each Seller Owner acknowledges that a breach of any of the Restrictive Covenants may result in material irreparable injury to the Buyer Group or any of its Affiliates for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Buyer Group or any of its Affiliates shall be entitled to seek a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach, restraining such Seller Owner from engaging in activities prohibited by this Section 8.7 or such other relief as may be required to specifically enforce any of the Restrictive Covenants.

8.8 Employee Matters. Prior to the Closing, the Company shall cause to be approved board resolutions terminating the Company Pension Plan effective prior to the Closing Date. The Sellers shall provide the Buyer with copies of such board resolutions at least three (3) Business Days prior to the effective date of such termination. Prior to the effective date of such termination, the Company shall use commercially reasonable efforts to cause to be timely delivered to all participants in such plans any required legal notices pertaining to such terminations, including any required Notice to Terminate (as required under ERISA) and any required ERISA section 204(h) notice. The Sellers shall provide the Buyer with copies of any such notices for review and reasonable comment reasonably in advance of delivery thereof.

8.9 Financing. The Buyer acknowledges and agrees that the Sellers, the Seller Owners, the Seller Representative, the Company Group and their respective Affiliates have no responsibility for any financing that the Buyer may raise or seek to raise in connection with the transactions contemplated hereby and have only the obligations expressly set forth in this Section 8.9. Prior to the earlier of: (a) the Closing; and (b) the termination of this Agreement in accordance with the terms hereof, each Seller and the Company Group shall use its commercially reasonably efforts to (x) provide to the Buyer and (y) cause the Company Group's officers, employees and advisors to provide to Buyer, such cooperation as is customary for debt financings of the type contemplated by the Debt Commitment Letter and as is reasonably requested by the Buyer and that is reasonably necessary, proper, advisable or desirable in connection with arranging and obtaining the Debt Financing, including: (a) cooperating with the Buyer in the preparation of the Debt Financing Agreements; (b) at least five (5) Business Days prior to the Closing Date, providing all documentation and other information about the Company Group as is reasonably requested in writing by the Buyer and is required in connection with the Debt Financing by U.S. regulatory authorities applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act or otherwise required as set forth in paragraph 5 of Exhibit C to the Debt Commitment Letter (or substantially similar provisions in any Alternative Debt Financing), to the extent requested at least ten (10) Business Days prior to the Closing Date; and
(c) facilitating the pledging of collateral substantially concurrently with the Closing (including the delivery of original share certificates, together with share powers executed in blank, with respect to the Company (if certificated)), including executing and delivering any customary pledge and security documents, control agreements, mortgages or similar customary definitive financing documents as may be reasonably requested by the Buyer. No member of the Company Group shall be required to pay any commitment or other similar fee or make any other payment or incur any other liability or provide or agree to provide any indemnity in connection with the Debt Financing or any of the foregoing that would be effective prior to the Closing. Notwithstanding anything to the contrary in this Section 8.9 or in Section 9.7, no member of the Company Group shall be required to (1) undertake any obligation or execute or deliver any agreement, certificate or other instrument (other than authorization letters in connection with syndication efforts) that would be effective prior to the Closing or (2) undertake any obligation, execute or deliver any agreement, certificate or instrument or provide any cooperation unless, at the Company's written request from time to time, the Buyer transfers to the Company an amount equal to the Company's reasonable estimate of its expected out-of-pocket costs and expenses (including reasonable

attorneys' fees) in connection with such obligations, agreements and cooperation. The Company hereby consents to the use of its logos in connection with the Debt Financing; provided, that the logos are used solely in a manner that is not intended, or likely, to harm, disparage or otherwise adversely affect the Company or the reputation or the goodwill of the Company.

8.10 Control of Company Group GP Entities and Assignment of Economic Interests. Prior to the Closing, and to the extent any member of the Company Group does not currently serve as the Ultimate GP of each Company Group GP Entity, each Seller and the Company shall take all actions necessary, including, but not limited to, amending and restating the governing documents of a Company Group GP Entity (or its parent) or causing the Sellers or their Affiliates to resign as Ultimate GP of a Company Group GP Entity, to cause the Company or its designee to serve as the Ultimate GP of each Company Group GP Entity and to otherwise have the exclusive power to control the Company Group GP Entity, including the control over any voting rights; provided, however, that nothing in this Section 8.10 shall require any modification of the economic arrangements of the Company Group GP Entities (or their respective parents), including carried interest, except to the extent necessary to assign such economic arrangements from the Company to the Sellers or their designees to maintain the economic arrangements of the Company Group GP Entities (or their respective parents) as of the date hereof. Effective immediately prior to, and conditioned upon, the Closing, and to the extent that the Company holds any economic interest with respect to a TB Fund, any Company Group GP Entity or any other entity relating to (i) any capital commitment or capital contribution to any TB Fund or other entity, directly or indirectly, subscribed to or made by the Company or (ii) any right to receive, directly or indirectly, any portion of carried interest distributed by a TB Fund or other entity, and not, for avoidance of doubt, any right to receive management fees (the "Non-Management Fee Economics"), each Seller and the Company shall take all actions necessary, including, but not limited to, forming a new entity and assigning such economic rights to such new entity, to cause the Non-Management Fee Economics to be transferred outside the Company; provided, however, that nothing in this Section 8.10 shall require any modification of the economic arrangements with respect to the individual beneficiaries of the Non-Management Fee Economics. Notwithstanding any other provision herein to the contrary, the Buyer acknowledges and agrees that the Non-Management Fee Economics and, to the extent reflected on the balance sheet of the Company, any artwork of the Company shall be the property of the Sellers following the Closing.

SECTION 9.
COVENANTS OF THE BUYER.

9.1 Actions Before Closing Date. The Buyer shall, and shall cause each other member of the Buyer Group to, not take any action that causes it to be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement such that the conditions set forth in Section 12 hereof, as the case may be, would not be satisfied.

9.2 Consents and Approvals.

(a) Upon the terms and subject to the conditions of this Agreement, the Buyer shall, and shall cause each other member of the Buyer Group to, use its reasonable best efforts to obtain all consents and approvals of Governmental Entities and third parties legally required to be obtained by it to effect the transactions contemplated by this Agreement, including any consents and approvals set forth on Schedule 5.4.

(b) Upon the terms and subject to the conditions of this Agreement, the Buyer shall, and shall cause each other member of the Buyer Group to, use its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with Applicable Law to (i) consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby and (ii) comply with its obligations hereunder.

(c) Notwithstanding the foregoing, nothing in this Agreement shall require, and the reasonable best efforts referenced in the immediately preceding clause (a) and clause (b) shall not include, the consent by the Buyer or any Affiliate of the Buyer to any divestitures or licenses of any material assets, supply or exchange agreements, hold separate agreements or any similar actions as may be required to obtain any and all necessary governmental, judicial or regulatory actions or non-actions, orders, waivers, consents, clearances, extensions and approvals.

(d) The Buyer shall, and shall cause each other member of the Buyer Group to, provide reasonable assistance and cooperation with each member of the Company Group, the Sellers and the TB Funds in its preparation and filing of all documents required to be submitted by any member of the Company Group, the Sellers and/or the TB Funds to any Governmental Entities, in connection with such transactions and in its obtaining any governmental consents, waivers, authorizations or approvals which may be required to be obtained by any member of the Company Group in connection with such transactions. In furtherance and not in limitation of the foregoing, the Buyer shall, and shall cause each other member of the Buyer Group to, permit the Sellers and the Company to participate in the defense and settlement of any claim, suit or cause of action relating to this Agreement or the transactions contemplated hereby.

9.3 Employee Matters.

(a) During the period beginning on the Closing and ending on the twelve (12) month anniversary of the Closing Date, the Buyer (or any member of the Buyer Group) shall provide employees of each member of the Company Group (other than the Sellers), who remain employed by the Buyer (or any member of the Buyer Group) following the Closing (each, a "Continuing Employee") (i) with base salaries or wages and annual cash incentive opportunities that are no less favorable in the aggregate than the base salaries or wages and annual cash incentive opportunities, provided to such Continuing Employees immediately prior to the Closing Date, (ii) with employee benefits (including severance and excluding equity arrangements, phantom equity arrangements, retiree health and welfare benefits and defined benefit pension plans) that are substantially comparable in the aggregate to such benefits provided to such Continuing Employees under the applicable Company Group Plans immediately prior to the Closing Date, and (iii) with the positions, roles and responsibilities that are substantially comparable to such positions, roles and responsibilities held by such Continuing Employees immediately prior to the Closing Date. For purposes of determining (i) eligibility to participate, (ii) level of benefits and vesting, and (iii) benefit accruals under any "employee benefit plan," as defined in Section 3(3) of ERISA or any other benefit plan or arrangement maintained by the Buyer Group (including any vacation, paid time off, sick pay or severance program), each Continuing Employee's service with any member

of the Company (as well as service with any predecessor employer) prior to the Closing Date shall be treated as service with the Buyer Group as of the Closing Date to the same extent that such service was recognized prior to the Closing Date under a comparable Company Group Plan in which such Continuing Employee participated; provided that the foregoing shall not apply to the extent that it would result in any duplication of analogous benefits for the same period of service or the crediting of service under a newly established plan of the Buyer Group for which prior service is not taken into account for similarly situated employees of the Buyer Group generally. From and after the Closing, the Buyer shall continue to honor, pay, perform and satisfy any and all liabilities, obligations and responsibilities to, or in respect of, each Continuing Employee, and each employee, officer, director, or consultant of each member of the Company Group (whether current, former or retired) or their dependents, spouses, or beneficiaries, arising under the terms of, or in connection with, any Plan in accordance with the terms thereof. Following the Closing, no member of the Buyer Group (including, for the avoidance of doubt, the Company Group) shall be responsible for any contributions required to be made by any Continuing Employee (but not, for the avoidance of doubt, any Seller Owner) to any Company Group GP Entity in existence on the Closing Date, to be funded in such a manner as determined by such member of the Buyer Group, including by way of any management fee offset permitted under the limited partnership agreement or limited liability company (or equivalent) of any TB Fund. With respect to any group health plan maintained by the Buyer Group in which any Continuing Employee is eligible to participate on or after the Closing Date, the Buyer shall (or shall cause the Buyer Group to) use commercially reasonable efforts to waive preexisting conditions, limitations, exclusions, evidence of insurability, required physical exams, actively-at-work requirements, waiting periods and similar limitations and requirements with respect to participation by and coverage of such Continuing Employee (and his or her eligible dependents). This Section 9.3(a) shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 9.3(a), express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 9.3(a). Nothing contained herein, express or implied, is intended to confer upon any employee of any member of the Company Group any right to continued employment for any period or continued receipt of any specific employee benefit, shall constitute an amendment to or any other modification of any Plan, or create any right to compensation or benefits of any nature or kind whatsoever.

(b) To the fullest extent not prohibited by Applicable Law, from and after the Closing, all rights to indemnification, exculpation and advancement of expenses now existing in favor of any individual under the Company Formation Documents who, at the Closing, is entitled to exculpation, indemnification and advancement of expenses thereunder (collectively, the "D&O Indemnified Persons") with respect to their activities as such prior to the Closing, as provided in the operating agreements, organizational documents, indemnification agreements or other contracts of the Company as in effect on the date hereof (the "Indemnity Arrangements"), shall survive the Closing and continue in full force and effect for a period of not less than six (6) years from the Closing Date; provided that, in the event any claim or claims are asserted or made within such survival period, all such rights to indemnification in respect of any claim or claims shall continue until final disposition of such claim or claims. The Indemnity Arrangements shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Person to whom this Section 9.3 applies without the consent of such affected D&O Indemnified Person.

(c) Prior to the Closing, the Buyer shall, or shall cause the Company as of the Closing to obtain and fully pay for a non-cancellable "tail" insurance policy with a claims period of at least six (6) years from and after the Closing from insurance carriers with the same or better claims-paying ability ratings as the Company's current insurance carriers with respect to directors' and officers' liability insurance policies and fiduciary liability insurance policies (collectively, "D&O Insurance"), for the persons who are covered by the Company's existing D&O Insurance, with terms, conditions, retentions and levels of coverage (including as coverage relates to deductibles and exclusions) at least as favorable as the Company's existing D&O Insurance with respect to matters arising out of or relating to acts or omissions existing or occurring (or alleged to have occurred or existed) at or prior to the Closing (including in connection with this Agreement, the Ancillary Agreements, or the transactions or actions contemplated hereby or thereby). The Buyer shall not, and shall cause its Affiliates not to, cancel or modify the D&O Insurance. In the event that, after the Closing Date, the Company or the Buyer or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or a substantial portion of its properties and assets to any Person, then, and in either such case, proper provisions shall be made so that the successors and assigns of the Company or the Buyer, as the case may be, shall assume the obligations set forth in this Section 9.3. The provisions of Sections 9.3(b) and 9.3(c) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Person, his or her heirs, executors or administrators and his or her other representatives. The provisions of this Section 9.3(c) shall survive the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

9.4 Capital Contributions and Carried Interest; Fund Administration. Following the Closing, the Buyer Group shall not be entitled to receive any equity interests or Carried Interest in respect of any TB Fund in existence as of the Closing, any Company Group GP Entity in existence as of the Closing or any other entity set forth on Schedule 5.6(a)(ii). The Buyer shall cause the Company Group to continue administering the TB Funds in compliance with their governing agreements, Applicable Law and this Agreement and the other Ancillary Agreements.

9.5 R&W Policy. The Buyer and its Affiliates shall cause the R&W Policy to be bound effective as of the Closing. The Buyer shall timely pay all premiums and other amounts required to cause the R&W Policy to become effective in accordance with its terms. The Buyer will not, and will cause its Affiliates not to, amend, waive or otherwise modify the R&W Policy in any manner that is adverse to the Sellers without the prior written consent of the Seller Representative. The R&W Policy shall provide that the R&W Insurer shall have no subrogation right, entitlement of privilege, or any recourse whatsoever, against the Sellers or their Affiliates pursuant to this Agreement, the R&W Policy, the negotiation, execution or performance of this Agreement and the transactions contemplated hereby, or otherwise, except against a Seller in the case of a matter arising directly from such Seller's actual Fraud. Following the Closing, the Buyer shall not modify or amend the R&W Policy's subrogation or third-party beneficiary provisions benefitting the Sellers or their Affiliates in any manner without the prior written consent of the Seller Representative.

9.6 Release.

(a) As of the Closing, each Seller, on behalf of itself and its Affiliates (as applicable, "Seller Releasing Person"), hereby releases and forever discharges each member of the Company Group, each member of the Buyer Group, their respective Affiliates, and the respective Representatives of each of the foregoing (each, solely in their capacity as such, a "Seller Released Person") from all debts, demands, Actions, covenants, torts, damages and all defenses, offsets, judgments and liabilities whatsoever, of every name and nature, both at law and in equity, known or unknown, accrued or unaccrued, that have been or could have been asserted against any Seller Released Person, which any Seller Releasing Person has or ever had, that arises out of or in any way relates to events, circumstances or actions occurring, existing or taken prior to or as of the Closing Date in respect of matters directly or indirectly relating to the Company Group (individually a "Seller Released Claim" and collectively the "Seller Released Claims"); provided, however, that nothing contained herein will operate to release, and the term Seller Released Claims shall not include (A) any obligations of any member of the Company Group to any employee with respect to accrued and unpaid salary, paid time off, expense reimbursement or employee benefits arising, in each case, in the ordinary course; (B) any obligation of the Company Group or the Buyer Group arising under this Agreement or any Ancillary Agreement; (C) any indemnification obligations of the Company Group to any Seller Releasing Person under any organizational document or agreement and D&O Insurance, or (D) any obligations of any member of the Company Group to any Seller Releasing Person in respect of any capital contributions made by a Seller Releasing Person or Carried Interest due or payable to any Seller Releasing Person. Notwithstanding the foregoing, no Company Group GP Entity or TB Fund shall be deemed a Seller Releasing Person.

(b) Each Seller Releasing Person:

(i) expressly waives and relinquishes all rights and benefits that such Seller Releasing Person may have under Applicable Law, including any state law or any common law principles limiting waivers of unknown claims, with respect to the Seller Released Claims;

(ii) understands that the facts and circumstances under which such Seller Releasing Person gives this full and complete release and discharge of the Seller Released Persons may hereafter prove to be different than now known or believed to be true by such Seller Releasing Person; and

(iii) accepts and assumes the risk thereof and agrees that such Seller Releasing Persons' full and complete release and discharge of the Seller Released Persons with respect to the matters described in this Section 9.6 shall remain effective in all respects and not be subject to termination, rescission or modification by reason of any such difference in facts and circumstances.

(c) Notwithstanding the foregoing, this Section 9.6 does not limit the provisions of Section 10, Section 11 or Section 14 or the rights of any Indemnified Party thereunder or any representation, warranty, covenant or other obligation expressly set forth in this Agreement.

9.7 Financing.

(a) The Buyer shall, and shall cause the other members of the Buyer Group to, take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to obtain, or cause to be obtained, the proceeds of the Debt Financing on the terms and conditions described in the Debt Financing Commitment, including with respect to: (i) maintaining in effect the Debt Financing Commitment and complying with all obligations thereunder; (ii) negotiating, executing and delivering definitive agreements with respect to the Debt Financing (the "Debt Financing Agreements") on terms no less favorable than, and otherwise consistent with, the terms and conditions contained therein; and (iii) satisfying on a timely basis all conditions in the Debt Financing Commitment applicable to the Buyer's obligations thereunder and complying with the terms thereof; provided that this covenant shall not require the Buyer to commence any Action against any of the other parties to the Debt Financing Commitment or the definitive documentation for the Debt Financing, if any, with respect thereto. In the event that all conditions contained in the Debt Commitment Letter have been satisfied (or upon funding will be satisfied), the Buyer shall cause the Debt Financing Sources to fund the Debt Financing, but in no event will the Buyer be required to do so prior to the time the Closing is required to occur under the terms of this Agreement. In the event any portion of the Debt Financing becomes unavailable on the terms and conditions contemplated in the Debt Commitment Letter, the Buyer shall use its reasonable best efforts to arrange to obtain as promptly as practicable, on terms that are not less favorable to the Buyer than the Debt Financing contemplated by such Debt Commitment Letters, as applicable, alternative sources of financing in an amount sufficient, when added to the portion of the Debt Financing that is available and the Buyer's cash on hand, to consummate the Transactions and pay any other amounts required to be paid in connection with the consummation of the Transactions and to pay all related fees and expenses ("Alternative Debt Financing") and to obtain, and, when obtained, to provide the Company with a copy of, a new financing commitment that provides for such Alternative Debt Financing (the "Alternative Debt Financing Commitment Letter"). For the purposes of this Agreement, the terms "Debt Commitment Letter" and "Fee Letter" shall be deemed to include any Alternative Debt Financing Commitment Letter or any fee letter referred to in such Alternative Debt Financing Commitment Letter (which such fee letters, for the avoidance of doubt, may be redacted in the same manner as the Fee Letters) with respect to any Alternative Debt Financing arranged in compliance with this Section 9.7(a) (and any Debt Commitment Letter and Fee Letter remaining in effect at the time in question) and the term "Debt Financing" shall be deemed to include any such Alternative Debt Financing.

(b) The Buyer shall provide to the Company prompt notice (and in any event within three (3) Business Days): (i) of any material breach or default by any party to the Debt Commitment Letter and/or the Debt Financing Agreements of which the Buyer becomes aware;
(ii) of any actual termination of the Debt Commitment Letter and/or the Debt Financing Agreements or any refusal by a Debt Financing Source to provide the full financing contemplated by the Debt Commitment Letter; (iii) of any material dispute or disagreement between or among any parties to the Debt Commitment Letter with respect to the obligation to fund the Debt Financing or the amount of the Debt Financing to be funded at Closing (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Debt Financing and/or the Debt Financing Agreements); and (iv) of any material adverse change with respect to such Debt Financing, in each case, that would reasonably be expected to adversely affect the timely availability or amount of the Debt Financing.

(c) The Buyer shall not permit any amendment, modification or supplement to be made to, or any waiver of, any provision or remedy under or any replacement of the Debt Financing Commitment or the Fee Letters, if applicable, that could reasonably be expected to (i) materially adversely affect the ability of Buyer to enforce its rights thereunder or (ii) otherwise materially impair or delay or prevent the consummation of the transactions contemplated hereby (including the Closing or the availability of the Debt Financing) without the Company's prior written consent (it being understood and agreed that, in any event, the Buyer may amend the Debt Commitment Letter to add lenders, arrangers, bookrunners, agents, managers or similar entities that have not executed the Debt Commitment Letter as of the date of this Agreement, if the addition of such additional parties, individually or in the aggregate, would not prevent, materially delay, or materially impair the availability of the Debt Financing when required to be funded or the satisfaction of the conditions to obtaining the Debt Financing, in each case on the Closing Date (provided that the Debt Financing Sources as of the date hereof shall remain liable for the entirety of such commitments thereunder as of the date hereof). After any amendment, supplement, modification, replacement or waiver of the Debt Commitment Letter or the Fee Letters in accordance with this Section 9.7, the Buyer shall promptly deliver to the Company a true and complete copy thereof (and in the case of the Fee Letter, redacted in a manner consistent with this Section 9.7). Upon any such amendment, modification, supplement, waiver or replacement of the Debt Commitment Letter, the term "Debt Commitment Letter" shall mean the Debt Commitment Letter as so amended, modified, supplemented, waived or replaced and the Buyer shall provide a copy of any such material amendment to the Company.

(d) For purposes of this Agreement (other than with respect to representations made by the Buyer as of the date hereof), references to (i) "Debt Financing" shall include the Debt Financing contemplated by the Debt Commitment Letter as permitted to be amended, modified, supplemented, restated, replaced or substituted by this Section 9.7, (ii) "Debt Commitment Letter" shall also include any Fee Letters or other fee letters and any amendment, modification, restatement, supplement and replacement or substitution permitted by this Section 9.7 (which such other fee letters, for the avoidance of doubt, may be redacted in the same manner as the Fee Letters), and (iii) "Debt Financing Sources" shall include lenders and other financing sources (including underwriters, placement agents and initial purchasers) providing the Debt Financing pursuant to any amendment, modification, restatement, supplement and replacement permitted by this Section 9.7.

SECTION 10.
TAXES.

10.1 Transfer Taxes. All sales, transfer, use, documentary, stamp, gross receipts, registration, controlling interest, transfer, conveyance, excise, recording, license and other similar Taxes and fees together with any interest and penalties thereon ("Transfer Taxes") imposed as a result of the sale of the Interests to the Buyer shall be borne 50% by the Sellers and 50% by the Buyer. Subject to the foregoing sentence, the party obligated by Applicable Law to pay and remit any Transfer Taxes shall timely remit to the relevant Taxing Authority all such amounts owed and the other party shall promptly reimburse the paying party for the portion (if any) of such Transfer Taxes for which it is obligated under the first sentence of this Section 10.1. The parties shall use reasonable efforts in cooperating to minimize the incidence of any Transfer Taxes. The party who is obligated by Applicable Law to file any Tax Return relating to Transfer Taxes shall prepare and file such Tax Return and provide the other party opportunity for review and comment.

10.2 Tax Matters.

(a) Tax Returns. Subject to the applicable governing documents of the Company Group GP Entities, the Seller Representative shall control the preparation and filing of any Flow-Through Return of the Company Group GP Entities (including, for the avoidance of doubt the TB Funds, as applicable); provided that if any such Flow-Through Return would result in any allocations (directly or indirectly) of income to any member of the Company Group (other than other Company Group GP Entities), then (i) at least fifteen (15) days prior to the filing deadline (or, with respect to any such Tax Returns (if any) that are due within twenty (20) days of the Closing Date, as soon as reasonably practicable prior to the filing deadline), the Seller Representative shall provide the Buyer with a copy of any such Tax Return, (ii) the Seller Representative shall consider in good faith any reasonable comments provided by the Buyer (and shall not unreasonably deny the implementation of any such comments) and (iii) for any such Tax Return that would result in any allocations (directly or indirectly) of income to the Company for any period or portion thereof after the Closing Date, shall not file any such Tax Return without the written consent of the Buyer (such consent not to be unreasonably withheld, conditioned or delayed). Except with respect to Flow-Through Returns which are solely governed by the preceding sentence, the Seller Representative shall prepare and timely file (taking into account extensions), or cause to be prepared and timely filed, all Tax Returns of the members of the Company Group (A) that are required to be filed prior to the Closing Date, or (B) that are income Tax Returns for a Tax period that begins prior to and ends on or prior to the Closing Date (including, for the avoidance of doubt, the final IRS Form 1065 of the Company), and shall promptly pay (or cause to be paid) all Taxes that are reflected on such Tax Returns to the extent such Taxes were not accrued as Indebtedness or as a liability in Final Net Working Capital or as Transaction Expenses. The Buyer shall prepare and timely file all other Tax Returns of the members of the Company Group (other than the Tax Returns of the Company Group GP Entities that are not Flow-Through Returns) that relate to any Pre-Closing Tax Period or Straddle Period in a manner consistent with past practice, except as otherwise required by Applicable Law. At least fifteen (15) days prior to the filing deadline (or, with respect to any such Tax Returns (if any) that are due within twenty (20) days of the Closing Date, as soon as reasonably practicable prior to the filing deadline), the Buyer (i) shall provide the Seller Representative with a copy of any such Tax Return and (ii) shall reflect any reasonable comments made by the Seller Representative with respect to the preparation of such Tax Return. The Sellers shall be responsible for (1) all Taxes that are shown as due on any such Tax Return filed by the Buyer relating to any Pre-Closing Tax Period and (2) for the pre-Closing portion of any Taxes that are shown as due on any such Tax Return for a Straddle Period (as determined in accordance with Section 10.3). No later than five (5) Business Days prior to the due date of any such Tax Return, the Seller Representative shall pay to the Buyer, on behalf of the Sellers, the amount of Taxes that are the Sellers' responsibility with respect to such Tax Return under the prior sentence, to the extent such Taxes were not accrued as Indebtedness or as a liability in Final Net Working Capital or as Transaction Expenses. For the avoidance of doubt, any cost incurred with respect to the preparation or filing of any Tax Returns pursuant to the second sentence of this Section 10.2(a) shall be paid by the Sellers. For purpose of this Section 10.2(a) and Section 10.2(b), "Flow-Through Return" means a Tax Return of a Company Group GP Entity (including, for the avoidance of doubt a TB Fund, as applicable) that allocates or reports income to the direct or indirect beneficial owner(s) of the Company Group GP Entity under applicable Law.

(b) Tax Proceedings. The Buyer and the Seller Representative shall promptly notify each other upon receiving notice of any pending or threatened Tax proceeding that could result in Tax liability for any member of the Company Group with respect to a Pre-Closing Tax Period or a Straddle Period, or that relates to a Flow-Through Return. The Seller Representative shall control any Tax proceeding (i) with respect to a member of the Company Group that relates solely to any Tax period ending on or prior to the Closing Date (including, for the avoidance of doubt, the final IRS Form 1065 of the Company), (ii) with respect to any Flow-Through Return for a Pre-Closing Tax Period and (iii) with respect to any other Flow-Through Return to the extent such proceeding would not result in any Tax liability for which Buyer or any member of the Company Group (other than other Company Group GP Entities) would be responsible. The Buyer and the Seller Representative shall jointly control any Tax proceeding with respect to a Flow-Through Return not described in clause (ii) or clause (iii) immediately above (i.e., a Flow-Through Return to the extent such proceeding would result in any Tax liability for which Buyer or any member of the Company Group (other than other Company Group GP Entities) would be responsible. The Buyer shall control all other Tax proceedings with respect to the members of the Company Group (other than Tax proceedings that relate to Tax Returns of the Company Group GP Entities that are not Flow-Through Returns). The Seller Representative shall consult with the Buyer regarding any Tax proceeding with respect to a Flow-Through Return or with respect to the members of the Company Group that the Seller Representative controls and, in each case, that could result in Tax liability for a member of the Company Group, provide the Buyer with information and documents related thereto, permit the Buyer or its representative to attend and participate in any such Tax proceeding at the Buyer's sole cost and expense, and not settle any such Tax proceeding without the consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed). The Buyer shall consult with the Seller Representative regarding any other Tax proceeding with respect to a member of the Company Group that the Buyer controls and that could result in Tax liability for any Seller or any member of the Company Group in respect of which the Sellers may become obligated to make any indemnity payment pursuant to Section 11, provide the Seller Representative with information and documents related thereto, permit the Seller Representative to attend and participate in any such Tax proceeding at the Seller Representative's sole cost and expense, and, solely with respect to any such tax proceeding that would give rise to Tax liability for any Seller or any member of the Company Group, not settle any such Tax proceeding without the consent of the Seller Representative (which consent shall not be unreasonably withheld, conditioned or delayed). The provisions of this Section 10.2(b) shall apply notwithstanding anything to the contrary in Sections 11.6, 11.7 or 11.8.

(c) Allocation of Tax Liability.

(i) If the liability for Taxes for a Straddle Period is based upon income, gross receipts (such as sales Taxes) or specific transactions involving Taxes other than Taxes based upon income or gross receipts, the amount of Taxes attributable to the pre-Closing portion of such Straddle Period shall be an amount of Taxes determined by closing the books of the applicable member of the Company Group as of the close of business on the Closing Date.

(ii) If the liability for Taxes for a Straddle Period is determined on a basis other than income, gross receipts or specific transactions, the amount of Taxes attributable to the pre-Closing portion of such Straddle Period shall be equal to the amount of such Taxes for the Straddle Period multiplied by a fraction, the numerator of which is the number of days in such Straddle Period prior to and including the Closing Date and the denominator of which is the total number of days in the Straddle Period.

(d) Tax Treatment of Acquisition; Purchase Price Allocation.

(i) For U.S. federal income tax purposes, the parties hereto agree that (A) the Buyer's acquisition of the Interests pursuant to this Agreement is intended to be treated as an "assets-over" partnership consolidation of the Buyer and the Company that is described in Treasury Regulations Sections 1.708-1(c)(1) and 1.708-1(c)(3)(i), in which the Buyer shall be treated as the resulting partnership and the Company shall be treated as the terminating partnership, and (B) the cash consideration transferred by the Buyer in exchange for the Interests is intended to be treated as the proceeds of an asset sale by the Company to the Buyer, except for that portion of such consideration that is "allocable" (within the meaning of Treasury Regulations Section 1.707-5(b)) to the Debt Financing but does not exceed the Sellers' "allocable share" (within the meaning of Treasury Regulations Section 1.707-5(b)(2)) of the Debt Financing, which shall be treated as a distribution described in Section 731 of the Code. The parties agree to treat the assumption of any liabilities of the Company by the Buyer as "qualified liabilities" as defined in Treasury Regulations Section 1.707-5(a)(6).

(ii) The Seller Representative shall, within 90 days following the Closing, submit to the Buyer an allocation of the purchase price as finally determined for U.S. federal income Tax purposes among the assets treated as sold to the Buyer, which shall be consistent with the following principles: depreciable and current assets shall be valued at their respective book values; management contracts shall be valued at the value attributable to the stream of income they are projected to produce during their 90 day notice termination period; and the remaining purchase price will be allocated to goodwill. Within 30 days of receipt, the Buyer shall submit any comments and suggested changes that it has on the allocation, which the Seller Representative shall consider in good faith.

(iii) The parties agree that any deductions with respect to Transaction Expenses (including, for the avoidance of doubt, Sale Bonuses) are intended to be allocable to the portion of the Company's tax year ending on the Closing Date and, to the maximum extent permitted by Applicable Law, shall be included in the final IRS Form 1065 of the Company.

(iv) The parties hereto shall report and file their respective Tax Returns in accordance with the treatment described in Section 10.2(d)(i), (ii) and (iii) and shall not take any position on any Tax Return, in any audit, administrative, or judicial proceeding, or otherwise that is inconsistent with such treatment except as otherwise required by Applicable Law.

(e) Tax Receivable Agreements. For so long as the TrueBridge Members (as defined in the Buyer LLC Agreement) hold at least twenty-five percent (25%) of the equity acquired by the Sellers at Closing (including any other securities, equity or stock into which that equity is converted, exchanged or similar), the Buyer Group agrees that it shall not, and shall cause

New P10 Parent (as defined in the Buyer LLC Agreement), any Affiliates or any successor of the foregoing not to, make an acquisition of any business (or equity interest in such business) the terms and conditions of which include a TRA, unless such acquiring Person first obtains the written consent of Edwin Poston and Mel A. Williams, such consent not to be unreasonably withheld, conditioned or delayed; provided that it may be conditioned on a monetary compensation to Edwin Poston and Mel A. Williams (the "Commensurate Consideration") that is commensurate with the payments the Sellers would have received had a customary and fulsome tax receivable agreement been entered into between the Sellers and the Company in connection with the Buyer's acquisition of the Company, and the Sellers had sold their Series D Preferred Units to P10 Parent or New P10 Parent in a taxable transaction resulting in a basis step-up, and any tax deductions (or NOLs) resulting from the amortization of the basis step-up so obtained was deemed utilized each year by P10 Parent or New P10 Parent before any deductions (or NOLs) in such year resulting from any other basis step-up that is the subject of any other tax receivable agreement (or similar agreement, however titled) entered into by the Buyer Group, New P10 Parent, of any of their Affiliates after the date hereof. "TRA" (i) means (A) a customary tax receivable agreement (or similar agreement however titled) pursuant to which the seller or sellers would be paid periodic additional consideration after the closing of such acquisition (or an accelerated lump sum or installments thereof based on specified contingencies and assumptions) for the tax benefits to be realized with respect to a step-up in the tax basis of the assets directly or indirectly acquired in such acquisition, as such tax benefits are realized and at the tax rates in effect for each year of such realization (a "Basic TRA") or (B) any note payable or deferred payments made in connection with such acquisition the amounts of which are the same or reasonably similar to the amounts that would be expected to be paid out under a Basic TRA and are based on the same factors set forth in the definition of Basic TRA above, and (ii) specifically excludes any amount paid at the closing of such acquisition regardless of whether the buyer has attributed value to the tax benefits to be realized with respect to a step-up in the tax basis of the assets directly or indirectly acquired and whether that value is reflected in the purchase price (whether based on future estimates of tax benefit realization or not). For example, (x) this Agreement and the purchase price paid pursuant to this Agreement would not be a TRA regardless of whether any of such purchase price is based on any stepped-up tax basis in the Company assets and (y) any agreement in which a taxable exchange of Preferred Units (as defined in the Buyer LLC Agreement) for stock of P10 Parent or New P10 Parent results in the former holder of such Preferred Units being entitled to payments, in addition to such stock, whenever and however paid, for the stepped-up tax basis received by P10 Parent or New P10 Parent, would be a TRA. This Section 10.2(e) shall terminate upon the first closing of an acquisition in connection with which Edwin Poston and Mel A. Williams enter into an agreement for, or are paid, Commensurate Consideration.

SECTION 11.
INDEMNIFICATION.

11.1 Survival. The parties hereto agree that (i) the Fundamental Representations shall survive the Closing for a period of five (5) years following the Closing Date, (ii) the representations and warranties in Sections 5.9 and 7.9 (other than in Section 7.9(b)) shall survive the Closing until sixty (60) days after the end of the applicable statute of limitations, (iii) the representations and warranties in Section 7.9(b) shall survive the Closing for a period of four (4) years following the Closing Date, (iv) each other representation and warranty set forth in this Agreement shall survive the Closing for a period of twelve (12) months following the Closing Date, (v) the covenants and

agreements contained in this Agreement which expressly contemplate performance after the Closing shall survive the Closing for the period contemplated by their respective terms, and (vi) all covenants and agreements contained in this Agreement (other than the covenants described in clause (v)) shall terminate effective as of the Closing (or upon the earlier termination of this Agreement). No assertion of entitlement to indemnification, claim, lawsuit, or other proceeding arising out of or related to the breach of any representation or warranty contained in this Agreement may be made by any Indemnified Party (as defined below), unless notice of such assertion, claim, lawsuit or other proceeding is given to the Indemnifying Party (as defined below) in accordance with Section 11.5 prior to the end of the applicable survival period set forth in this Section 11.1.

11.2 Indemnification by the Sellers.

(a) Subject to the limitations set forth in this Section 11, from and after the Closing Date, each Seller shall indemnify and hold harmless the Buyer, the Buyer Group, and their respective Subsidiaries, Affiliates, directors, officers, members, managers, agents and employees (the "Buyer Indemnified Parties") from, against and in respect of any Losses suffered or incurred by a Buyer Indemnified Party arising out of or resulting from (i) any breach of, or inaccuracy in, the representations and warranties of such Seller specifically set forth in Section 6 of this Agreement or (ii) any failure of such Seller to perform any of his covenants contained herein required to be performed after the Closing.

(b) Subject to the applicable limitations set forth in this Section 11, from and after the Closing Date, the Sellers (on a several and not joint basis based on the Seller Percentage of each Seller) shall indemnify and hold harmless the Buyer Indemnified Parties from, against and in respect of any Losses suffered or incurred by a Buyer Indemnified Party arising out of or resulting from (i) any breach of, or inaccuracy in, the representations and warranties of the Company specifically set forth in Section 5 of this Agreement, and (ii) any Indemnified Taxes.

11.3 Indemnification by the Buyer. Subject to the limitations set forth in this Section 11, from and after the Closing Date, the Buyer shall indemnify and hold harmless the Sellers from, against and in respect of any Losses suffered or incurred by the Sellers arising out of or resulting from (a) any breach of any representation or warranty of the Buyer specifically set forth in Section 7 of this Agreement and (b) any failure of the Buyer or the Company to perform any covenant or agreement contained in this Agreement which expressly contemplates performance by the Buyer or the Company after the Closing.

11.4 Limitations and Other Terms. The rights of the Indemnified Parties to indemnification pursuant to the provisions of this Section 11 are subject to the following limitations:

(a) Subject to Section 11.4(d), no individual claim by any Indemnified Party for any Losses pursuant to Section 11.2(a)(i), Section 11.2(b)(i) or Section 11.3(a) may be asserted unless and until the aggregate amount of Losses that would be payable pursuant to such claim exceeds an amount equal to $10,000 (which Losses will not be counted toward the Buyer Deductible or the Seller Deductible, as applicable).

(b) Subject to Section 11.4(d), (i) the Buyer Indemnified Parties shall not be entitled to indemnification for any Losses pursuant to Section 11.2(a)(i) or Section 11.2(b)(i) until the aggregate amount of the Buyer Indemnified Parties' Losses under Section 11.2(a)(i) and Section 11.2(b)(i) exceeds the Seller Deductible, after which the Buyer Indemnified Parties may seek indemnification for any Losses from the first dollar thereof, up to $2,000,000 and (ii) the Sellers shall not be entitled to indemnification for any Losses pursuant to Section 11.3(a) until the aggregate amount of the Sellers' Losses under Section 11.3(a) exceeds the Buyer Deductible, after which the Sellers may seek indemnification for any Losses from the first dollar thereof, up to $3,000,000.

(c) In the event that any Buyer Indemnified Party is entitled to indemnification for any Losses arising out of or resulting from (i) any breach of, or inaccuracy in, the Seller Fundamental Representations or the Company Fundamental Representations or (ii) Indemnified Taxes (the "Special Losses"), the Buyer Indemnified Party shall be required to use commercially reasonable efforts to seek recovery first from the R&W Policy for all Special Losses in excess of the retention of the R&W Policy; provided, however, that if at any time (x) any Buyer Indemnified Party has previously recovered Special Losses from the R&W Policy and (y) any Buyer Indemnified Party is entitled to indemnification for any Losses pursuant to Section 11.2 but is unable to fully recover under the R&W Policy due to the fact that the coverage limit of the R&W Policy has been met (such amount which was not recovered under the R&W Policy, the "Reduced Coverage Losses"), then the Seller or the Sellers, as applicable, shall indemnify the Buyer Indemnified Party for the Reduced Coverage Losses (provided that the Sellers shall not be required to indemnify the Buyer Indemnified Party for any Reduced Coverage Losses in excess of the aggregate amount of the Special Losses which were recovered from the R&W Policy). For the avoidance of doubt, and notwithstanding anything herein to the contrary, this Section 11.4(c) shall not limit the ability of the Buyer Indemnified Parties to seek indemnification from the Seller or the Sellers, as applicable, (x) with respect to the portion of the Special Losses which is less than or equal to the retention of the R&W Policy and (y) if the Buyer Indemnified Party does not recover the Special Losses under the R&W Policy for any reason.

(d) The limitations set forth in Sections 11.4(a) and 11.4(b) shall not apply with respect to any Losses arising out of or resulting from Fraud. The limitations set forth in Sections 11.4(a) and 11.4(b) shall not apply with respect to any Losses arising out of or resulting from a breach of, or inaccuracy in, the Seller Fundamental Representations, the Company Fundamental Representations or the Buyer Fundamental Representations, respectively.

(e) The amount of any Losses for which indemnification is provided for under this Section 11 shall be reduced by (i) any insurance proceeds or other amounts actually received by the applicable Indemnified Party from third parties with respect to such Losses, net of any deductible or any other expense incurred by the Indemnified Parties in obtaining such recovery, (ii) all indemnity, contribution and similar payments received or reasonably expected to be received by the Indemnified Party (or its parent or any of its Subsidiaries) in respect of any such claim, and (iii) any net tax benefits received by the applicable Indemnified Party in connection with the Loss that has occurred. The Indemnified Party will use its commercially reasonable efforts to recover under insurance policies and indemnity, contribution and similar agreements for any Losses prior to seeking indemnification under this Agreement. If the Indemnified Party (or its parent or any of its Subsidiaries) receives any such payment after it has already received an

indemnification payment on account of its claim, then it shall promptly reimburse the Indemnifying Party for the amount of such payment to the extent that such amount was not already deducted from the indemnification payment made by the Indemnifying Party. For the avoidance of doubt, and without limitation to the provisions of Section 11.2 or 11.3, an Indemnified Party will not have any indemnity, contribution or similar rights against any Related Party.

(f) In no event will any Indemnified Party be entitled to recover any punitive damages (except to the extent payable as a result of a Third-Party Claim).

(g) In no event will any Indemnified Party be entitled to recover any Losses to the extent such Losses are included in the calculation of the Final Closing Amount.

(h) For purposes of this Section 11, any breach of, or inaccuracy in, any representation or warranty contained in this Agreement (as well as any certificate delivered pursuant to this Agreement) (other than the representations and warranties set forth in the first sentence of Section 5.14 and Section 5.18(a)), as well as the amount of any Losses resulting from any such breach or inaccuracy, shall be determined without giving effect to any limitations or qualifications regarding materiality, the use of the word "material", "material respects", "Company Group Material Adverse Effect" or "Buyer Group Material Adverse Effect", or any similar term, qualification or limitation based on materiality contained herein.

(i) In no event will any Seller (or its Seller Owner) be liable for (A) any breach of, or inaccuracy in, any representation or warranty made by any other Seller (or its Seller Owner) or (B) breach or violation of any covenant or agreement made by any other Seller (or its Seller Owner). No Buyer Indemnified Party shall make a claim to indemnification under Section 11.2(b) unless such claim is made against all of the Sellers, and no Buyer Indemnified Party shall offer to compromise any claim unless the same offer is made to all of the Sellers to which the applicable claim has been made.

11.5 Procedures for Indemnification.

(a) If a party entitled to indemnification under this Section 11 (an "Indemnified Party") asserts that it has suffered or incurred a Loss for which it is entitled to indemnification or that a party obligated to indemnify it has become obligated to such Indemnified Party, or if any suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which the Indemnified Party may become entitled to indemnification or a party obligated to indemnify it has become obligated to an Indemnified Party, such Indemnified Party shall give prompt written notice to (i) in the case of a claim for indemnification pursuant to Section 11.2(a), the applicable Seller against whom such claim is asserted, (ii) in the case of a claim for indemnification pursuant to Section 11.2(b), the Seller Representative, and (iii) in the case of a claim for indemnification pursuant to Section 11.3, the Buyer (each such person, an "Indemnifying Party"). No delay in delivering such written notice to the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder or prevent the Indemnifying Party from recovering in respect of any claim for indemnification pursuant to and in accordance with this Section 11 unless, and then solely to the extent that, the Indemnifying Party is actually and materially prejudiced thereby. Such notice by the Indemnified Party will describe the claim giving rise to an obligation of indemnification in reasonable detail and will indicate the estimated amount, if reasonably

practicable, of the Loss that has been or may be sustained by the Indemnified Party. Thereafter, the Indemnified Party will deliver to the Indemnifying Party, within five (5) Business Days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to such claim. Within 30 days after delivery of a notice pursuant to this Section 11.6 (the "Response Period"), the Indemnifying Party shall deliver to the Indemnified Party a written response to such notice. If, during the Response Period, the Indemnifying Party delivers a written notice disputing the Indemnified Party's entitlement to indemnification of the Losses described in such notice, the parties shall use their commercially reasonable efforts to settle such disputed matters within 30 days following the expiration of the Response Period. The parties hereto acknowledge and agree that the Federal Rules of Evidence Rule 408 shall apply to the parties hereto during any such negotiations and any subsequent dispute arising therefrom. If the parties are unable to reach agreement within such 30-day period, the dispute may be resolved by any legally available means consistent with the provisions of Section 15.2.

(b) This Section 11.5(b) shall apply to any suit, action, investigation, claim or proceeding asserted by a third party against an Indemnified Party (a "Third-Party Claim"). The parties hereto shall cooperate and provide reasonable assistance in the defense or prosecution thereof. The Indemnified Party may not settle or compromise any Third-Party Claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed). No Indemnified Party nor any of its Affiliates will admit any liability with respect to, or settle, compromise or discharge any Third-Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed. The Indemnified Party and the Indemnifying Party will cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(c) To the extent of any conflict between Section 10.2(b) and this Section 11.5, Section 10.2(b) shall govern.

11.6 Exclusive Remedy. The parties hereto acknowledge and agree that, following the Closing, the indemnification provisions of Section 11 shall be the sole and exclusive remedies of the parties hereto for any claim (regardless of the legal theory under which such liability or obligation may be sought to be imposed (whether sounding in contract or tort, or whether at law or in equity, or otherwise)) that any party may at any time suffer or incur, or become subject to, as a result of or in connection with, or otherwise under this Agreement or the transactions contemplated hereby, including any breach of any representation or warranty in this Agreement (including in any certificates delivered hereunder) by any party, or any failure by any party to perform or comply with any covenant or agreement that, by its terms, was to have been performed, or complied with, under this Agreement, except (a) as provided in Section 3.2, (b) as provided in Section 15.16 or (c) in the event of a claim against a Person for such Person's Fraud. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Applicable Law, all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement (including in any certificates delivered hereunder) it may have against the other parties

hereto and their Affiliates and each of their respective Representatives arising under or based upon any law, except pursuant to Section 3.2, this Section 11, Section 15.16 or in the event of a claim against a Person for such Person's Fraud. Notwithstanding anything herein to the contrary, following the Closing (a) no Seller or Seller Owner shall have any liability pursuant to or arising from this Agreement or the transactions contemplated hereby in an aggregate amount in excess of the aggregate consideration received by such Seller or Seller Owner pursuant to this Agreement and (b) the Buyer shall not have any liability pursuant to or arising from this Agreement or the transactions contemplated hereby in an aggregate amount in excess of the same amount described in clause (a) immediately above. The Sellers and the Seller Owners shall have no liability in addition to what has been provided under Section 11.3, and the limitations of liability under this Section 11 shall not be limited, restricted or affected in any manner on the basis that: (a) the R&W Policy is not in force on the Closing Date for any reason; (b) the R&W Policy is terminated or cancelled or becomes null and of no effect at any time after the Closing Date for any reason; or (c) the R&W Policy provider refuses, omits, is unable to or delays to make any payment under the R&W Policy for any reason, whether or not the R&W Policy provider is in default or not under the R&W Policy.

11.7 Indemnification Payments. Any amounts owing under Section 11.2 shall be paid by the applicable Seller(s) to the Buyer by wire transfer of immediately available funds within three (3) calendar days after the final determination thereof. Any amounts owing under Section 11.3 shall be paid by the Buyer to the applicable Seller(s), as directed by the Seller Representative, by wire transfer of immediately available funds within three (3) calendar days after the final determination thereof.

11.8 Purchase Price Adjustment. Notwithstanding anything to the contrary in this Agreement, any payments pursuant to this Section 11 shall be treated as an adjustment to the consideration paid to the Sellers hereunder for the purchase of the Interests.

11.9 Guarantee by TCF. TCF hereby irrevocably, absolutely and unconditionally guarantees, as a primary obligation and not as a surety, to the Buyer the payment and performance of the obligations of Poston under this Agreement (in each case, subject to all limitations, qualifications, terms and conditions of Poston's obligations set forth herein), including, for the avoidance of doubt, any obligations of Poston under Section 11.2 of this Agreement. This guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not of collectability, irrespective of the validity, legality or enforceability of this Agreement or any other document or instrument contemplated hereby. TCF waives promptness, diligence, presentment, demand, protest, notice of acceptance, notice of any obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of TCF, any of its Affiliates or any other entity or other Person primarily or secondarily liable with respect to any of the guaranteed obligations, and all suretyship defenses generally. If any payment in respect of any of the guaranteed obligations is rescinded after receipt by the Buyer, the guaranty hereunder shall be automatically reinstated as if no such payment had ever been made. TCF agrees that the Buyer shall not be required to prosecute collection, enforcement or other remedies against TCF or to enforce or resort to any rights or remedies pertaining thereto, before calling on TCF for payment or performance. TCF hereby waives any and all notice of the creation, renewal, extension or accrual of the obligations of TCF set forth in this Agreement and notice of or proof of reliance

by the Buyer upon this Section 11.9 or acceptance of this Section 11.9. The guaranty provided by TCF pursuant to this Section 11.9 is an unconditional guarantee of payment and not of collection and is in no way conditioned upon any requirement that TCF or any other Person first attempt to collect any amounts from the Buyer or resort to any security or other means of collecting payments required to be made by the Buyer hereunder. TCF acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 11.9 are made knowingly in contemplation of such benefits. TCF represents and warrants that (a) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly executed and delivered by TCF and constitutes a valid and binding obligation of TCF, enforceable against TCF in accordance with its terms, and (b) the execution, delivery and performance of this Agreement does not contravene any law to which TCF is subject or result in any breach of any Contract to which TCF is a party, other than such contravention or breach that would not be material to TCF or limit its ability to carry out the terms and provisions of this Agreement.

11.10 Guarantee by MAW. MAW hereby irrevocably, absolutely and unconditionally guarantees, as a primary obligation and not as a surety, to the Buyer the payment and performance of the obligations of Williams under this Agreement (in each case, subject to all limitations, qualifications, terms and conditions of Williams' obligations set forth herein), including, for the avoidance of doubt, any obligations of Williams under Section 11.2 of this Agreement. This guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not of collectability, irrespective of the validity, legality or enforceability of this Agreement or any other document or instrument contemplated hereby. MAW waives promptness, diligence, presentment, demand, protest, notice of acceptance, notice of any obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of MAW, any of its Affiliates or any other entity or other Person primarily or secondarily liable with respect to any of the guaranteed obligations, and all suretyship defenses generally. If any payment in respect of any of the guaranteed obligations is rescinded after receipt by the Buyer, the guaranty hereunder shall be automatically reinstated as if no such payment had ever been made. MAW agrees that the Buyer shall not be required to prosecute collection, enforcement or other remedies against MAW or to enforce or resort to any rights or remedies pertaining thereto, before calling on MAW for payment or performance. MAW hereby waives any and all notice of the creation, renewal, extension or accrual of the obligations of MAW set forth in this Agreement and notice of or proof of reliance by the Buyer upon this Section 11.9 or acceptance of this Section 11.9. The guaranty provided by MAW pursuant to this Section 11.9 is an unconditional guarantee of payment and not of collection and is in no way conditioned upon any requirement that MAW or any other Person first attempt to collect any amounts from the Buyer or resort to any security or other means of collecting payments required to be made by the Buyer hereunder. MAW acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 11.9 are made knowingly in contemplation of such benefits. MAW represents and warrants that (a) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly executed and delivered by MAW and constitutes a valid and binding obligation of MAW, enforceable against MAW in accordance with its terms, and (b) the execution, delivery and performance of this Agreement does not contravene any law to which MAW is subject or result in any breach of any Contract to which MAW is a party, other than such contravention or breach that would not be material to MAW or limit its ability to carry out the terms and provisions of this Agreement.

11.11 Guarantee by Guarantor. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees, as a primary obligation and not as a surety, to the Sellers the payment and performance of the obligations of the Buyer under this Agreement (in each case, subject to all limitations, qualifications, terms and conditions of the Buyer's obligations set forth herein), including, for the avoidance of doubt, any obligations of the Buyer under Section 11.3 of this Agreement. This guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not of collectability, irrespective of the validity, legality or enforceability of this Agreement or any other document or instrument contemplated hereby. The Guarantor waives promptness, diligence, presentment, demand, protest, notice of acceptance, notice of any obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of the Guarantor, any of its Affiliates or any other entity or other Person primarily or secondarily liable with respect to any of the guaranteed obligations, and all suretyship defenses generally. If any payment in respect of any of the guaranteed obligations is rescinded after receipt by the Sellers, the guaranty hereunder shall be automatically reinstated as if no such payment had ever been made. The Guarantor agrees that the Sellers shall not be required to prosecute collection, enforcement or other remedies against the Guarantor or to enforce or resort to any rights or remedies pertaining thereto, before calling on the Guarantor for payment or performance. The Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of the obligations of the Guarantor set forth in this Agreement and notice of or proof of reliance by the Sellers upon this Section 11.11 or acceptance of this Section 11.11. The guaranty provided by the Guarantor pursuant to this Section 11.11 is an unconditional guarantee of payment and not of collection and is in no way conditioned upon any requirement that the Buyer or any other Person first attempt to collect any amounts from any Seller or resort to any security or other means of collecting payments required to be made by the Sellers hereunder. The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 11.11 are made knowingly in contemplation of such benefits. The Guarantor represents and warrants that (a) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, and (b) the execution, delivery and performance of this Agreement does not contravene any law to which the Guarantor is subject or result in any breach of any Contract to which the Guarantor is a party, other than such contravention or breach that would not be material to the Guarantor or limit its ability to carry out the terms and provisions of this Agreement.

SECTION 12.
CONDITIONS PRECEDENT TO PERFORMANCE BY THE SELLERS, THE SELLER OWNERS AND THE COMPANY.

The obligations of the Sellers, the Seller Owners and the Company to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived in writing by the Seller Representative in his sole discretion:

12.1 Representations and Warranties of the Buyer. The representations and warranties of Buyer (i) set forth in the Buyer Fundamental Representations shall be true and correct in all respects, and (ii) set forth in Section 7 (other than the Buyer Fundamental Representations), without giving effect to any materiality or material adverse effect qualifications therein, shall be true and correct, in the case of clauses (i) and (ii), as of the Closing Date (except to the extent such representation or warranty refers to a specific date, in which case such representation or warranty shall instead be true and correct as of such date) as if made by the Buyer on and as of the Closing Date, except, in the case of clause (ii), to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Buyer Group Material Adverse Effect.

12.2 Performance of the Obligations of the Buyer. The Buyer shall have complied with and performed in all material respects all obligations required under this Agreement to be performed or complied with by it on or before the Closing Date.

12.3 Consents and Approvals. All Consents of any Governmental Entities set forth on Schedule 5.4 shall have been duly obtained and shall be in full force and effect on the Closing Date. In addition, any waiting period (and any extension thereof) under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements shall have expired or shall have been terminated. In addition, the Consenting Percentage shall be at least eighty-five percent (85%).

12.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any Governmental Entity, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby; and no action or proceeding before any Governmental Entity shall have been instituted or threatened by any Governmental Entity that seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or that challenges the validity or enforceability of this Agreement.

12.5 Closing Certificate. The Buyer shall have delivered or caused to be delivered to the Seller Representative, a certificate of Buyer executed by a duly authorized officer thereof, dated as of the Closing Date, stating that the conditions set forth in Section 12.1 and Section 12.2 have been satisfied.

12.6 Buyer LLC Agreement. Prior to the Closing, the Buyer, the Guarantor and any other required members of the Buyer shall execute and deliver to the Seller Representative the Buyer LLC Agreement.

12.7 No Buyer Group Material Adverse Effect. During the period from the date hereof to the Closing Date, there shall not have been any Buyer Group Material Adverse Effect.

SECTION 13.
CONDITIONS PRECEDENT TO PERFORMANCE BY THE BUYER.

The obligations of the Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived in writing by the Buyer in its sole discretion:

13.1 Representations and Warranties of the Company and the Sellers. The representations and warranties (i) set forth in the Company Fundamental Representations and the Seller Fundamental Representations shall be true and correct in all respects, (ii) set forth in Section 5 (other than the Company Fundamental Representations), without giving effect to any Company Group Material Adverse Effect or other materiality qualifications therein, shall be true and correct, and (iii) set forth in Section 6 (other than the Seller Fundamental Representations), without giving effect to any material adverse effect or other materiality qualifications therein, shall be true and correct, in the case of clauses (i) through (iii), as of the Closing Date (except to the extent such representation or warranty refers to a specific date, in which case such representation or warranty shall instead be true and correct as of such date) as if made by the Company or the applicable Seller, as applicable, on and as of the Closing Date, except, in the case of clause (ii), to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Group Material Adverse Effect, and in the case of clause (iii), to the extent that the failure of such representations and warranties of a Seller to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on, or a material delay in, the ability of such Seller to consummate the transactions contemplated by this Agreement.

13.2 Performance of the Obligations of the Sellers and the Company. Each of the Sellers and the Company shall have complied with and performed in all material respects all obligations required under this Agreement to be performed or complied by it or them on or before the Closing Date.

13.3 Consents and Approvals. All Consents of any Governmental Entities set forth on Schedule 5.4 shall have been duly obtained and shall be in full force and effect on the Closing Date. In addition, any waiting period (and any extension thereof) under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements shall have expired or shall have been terminated. In addition, the Consenting Percentage shall be at least eighty-five percent (85)%.

13.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any Governmental Entity, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any Governmental Entity, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby; and no action or proceeding before any Governmental Entity shall have been instituted or threatened by any Governmental Entity that seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or that challenges the validity or enforceability of this Agreement.

13.5 No Company Group Material Adverse Effect. During the period from the date hereof to the Closing Date, there shall not have been any Company Group Material Adverse Effect.

13.6 Payoff of Indebtedness. At least two (2) days prior to the Closing Date, the Seller Representative shall have obtained and delivered to the Buyer (a) payoff letters ("Payoff Letters") relating to the repayment at the Closing of all Indebtedness of the Company Group (other than the Company Group GP Entities) of the type described in clause (i) of the definition of Indebtedness and the release of all Liens in connection therewith on the Closing Date and (b) wire instructions

related to the payment at Closing of all Transaction Expenses (the "Transaction Expenses Wire Instructions") and copies of final invoices from each such payee acknowledging the invoiced amounts as full and final payment for all services; provided, however, that in no event shall this Section 13.6 require the Seller Representative, any Seller or any member of the Company Group to cause the termination of any Contract relating to Indebtedness other than as part of the Closing.

13.7 FIRPTA Affidavit. Each Seller (and the Company) shall have delivered to Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code stating that such Seller (or, in the case of the Company, the Company) is not a "Foreign Person" as defined in Section 1445 of the Code.

13.8 Closing Certificate. The Seller Representative shall have delivered or caused to be delivered to the Buyer, a certificate duly executed by the Seller Representative, dated as of the Closing Date, stating that the conditions set forth in Section 13.1 and Section 13.2 have been satisfied.

13.9 Company LLC Agreement. Prior to the Closing, the Company shall enter into the Company LLC Agreement substantially in the form attached hereto as Exhibit D.

13.10 Buyer LLC Agreement. Each Seller shall have executed the Buyer LLC Agreement.

13.11 Pre-Closing Restructuring. The restructuring contemplated by Section 8.10 shall have been completed to the reasonable satisfaction of the Buyer.

SECTION 14.
TERMINATION.

14.1 Conditions of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of the Seller Representative and the Buyer;

(b) by the Buyer if any Seller or the Company has breached any representation, warranty, covenant or agreement contained in this Agreement, which breach would give rise to the failure of any of the conditions set forth in Section 13 to be satisfied, and which breach cannot be cured by such Seller or the Company, as the case may be, or, if capable of being cured, shall not have been cured prior to the earlier of (i) two (2) Business Days prior to the Outside Date and (ii) the date that is 30 calendar days after receipt by the Seller Representative of notice in writing from the Buyer specifying the nature of such breach and requesting that it be cured (provided, that the Buyer shall not have the right to terminate this Agreement pursuant to this Section 14.1(b) if the Buyer is then in breach of the terms of this Agreement which breach would give rise to the failure of any of the conditions set forth in Section 12);

(c) by the Seller Representative if the Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement, which breach would give rise to the failure of any of the conditions set forth in Section 12 to be satisfied, and which breach cannot be cured by the Buyer, or, if capable of being cured, shall not have been cured prior to the earlier of (i) two (2) Business Days prior to the Outside Date and (ii) the date that is 30 calendar days after receipt by the Buyer of notice in writing from the Seller Representative specifying the nature of such breach and requesting that it be cured (provided, that the Seller Representative shall not have the right to terminate this Agreement pursuant to this Section 14.1(c) if any Seller or the Company is then in breach of the terms of this Agreement which breach would give rise to the failure of any of the conditions set forth in Section 13);

(d) by the Seller Representative or the Buyer if (i) there shall be a final, non-appealable order of a federal or state court in effect permanently preventing consummation of the transactions contemplated hereby; or (ii) there shall be any final, non-appealable action taken, or any judgement, decree, statute, rule, regulation or order enacted, promulgated or issued and deemed applicable to the transactions contemplated hereby by any Governmental Entity that would make consummation of the transactions contemplated hereby illegal; or

(e) by the Seller Representative or the Buyer if the Closing shall not have been consummated by the date that is 90 calendar days after the date hereof (the "Outside Date"), provided that if the Closing has not occurred as of the Outside Date solely because any waiting period (and any extension thereof) under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements shall not have expired or shall not have been terminated as of such date, then the Outside Date shall be automatically extended for an additional period of sixty (60) days, provided further that the right to terminate this Agreement under this Section 14.1(e) shall not be available to any party whose failure to fulfill any material covenant under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

14.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 14.1 hereof, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability or obligation on the part of any party hereto, or their respective officers, directors, equity owners or Affiliates, except to the extent that such termination results from the Willful Breach by a party hereto of this Agreement, and provided that the provisions of Section 14 and Section 15 hereof shall remain in full force and effect and survive any termination of this Agreement; provided, further, that the Confidentiality Agreement, dated as of October 23, 2019, by and between the Company and RCP Advisors 3, LLC, an indirect subsidiary of the Buyer (the "Confidentiality Agreement"), will survive the termination of this Agreement for a period of two (2) years following the date of such termination (and, notwithstanding anything contained in this Agreement or the Confidentiality Agreement to the contrary, the Confidentiality Agreement term will be automatically amended to be extended for such additional two (2) year period). Nothing in this Section 14 will be deemed to impair the right of any party to compel specific performance by another party of its obligations under this Agreement. For the avoidance of doubt, in the event of the termination of this Agreement, the Debt Financing Source Parties, in their capacity as such, will have no liability to the Company Group, any of their Affiliates or any of their direct or indirect stockholders hereunder or under the Debt Financing Agreements or otherwise relating to or arising out of the transactions contemplated by such agreements (including for any willful and material breach).

SECTION 15.
MISCELLANEOUS.

15.1 Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other parties hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided, however, that the Buyer may assign its rights hereunder to an Affiliate of the Buyer or collaterally assigned to any Debt Financing Sources in connection with the Debt Financing; provided, further, that no such assignment shall reduce or otherwise vitiate any of the obligations of the Buyer hereunder. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

15.2 Governing Law, Jurisdiction; Forum. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of, the State of New York, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement or the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Debt Financing Commitments, the Debt Financing, the Debt Commitment Letter, or the Debt Financing Agreements executed in connection therewith or the performance thereof, and consent to the jurisdiction of, the courts of the County of New York, State of New York or the United States of America for the Southern District of New York. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to such jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH, THE DEBT FINANCING COMMITMENTS, THE DEBT FINANCING, THE DEBT COMMITMENT LETTER, THE DEBT FINANCING AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. The Company Group further agrees that it shall not, and shall cause their Affiliates and their direct and indirect stockholders not to, bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source Party, in any way relating to this Agreement or the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Debt Financing Commitments, the Debt Financing, the Debt Commitment Letter or the Debt Financing Agreements executed in connection therewith or the performance thereof.

15.3 Expenses. Except as expressly set forth herein, all fees, expenses and costs incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party hereto incurring such fees, expenses and costs. Notwithstanding the foregoing, (a) the Buyer shall be responsible for one-half of the premium and other costs of the R&W Policy, plus all of the premium and other costs of the R&W Policy in excess of $300,000 to the extent that the aggregate premium and other costs of the R&W Policy exceed $300,000, and (b) (i) one-half of the premium and other costs of the R&W Policy, up to $150,000, and (ii) the cost of the insurance policy contemplated by Section 9.3(c) shall be a Transaction Expense.

15.4 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

15.5 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day of transmission if sent via electronic mail transmission to the electronic mail address given below, and telephonic or electronic mail confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to the Sellers, Seller Owners or the Seller Representative (or, if before the Closing, to the Company):

Edwin Poston and Mel Williams
c/o TrueBridge Capital Partners LLC
1011 South Hamilton Road, Suite 400
Chapel Hill, NC 27517
E-mail: edwinposton@gmail.com and mwilliams93@gmail.com

with a copy to:

Choate Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: Kevin M. Tormey
E-mail: ktormey@choate.com

If to the Buyer or the Guarantor (or, if after the Closing, to the Company):

8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attention: C. Clark Webb and William F. Souder, Jr.
Email: ccw@210capital.com and fsouder@rcpadvisors.com

with a copy to:

Gibson, Dunn & Crutcher LLP
2001 Ross Avenue
Dallas, Texas 75201
Attention: David L. Sinak and Doug Rayburn
E-mail: dsinak@gibsondunn.com and drayburn@gibsondunn.com

Any party may change its address for the purpose of this Section 15.5 by giving the other party written notice of its new address in the manner set forth above.

15.6 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Buyer and the Seller Representative, or in the case of a waiver, by the Buyer or the Seller Representative, as applicable, waiving compliance. Any waiver by the Buyer or the Seller Representative of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement. Notwithstanding anything to the contrary contained herein, this Section 15.6 (Amendments; Waivers), the last sentence of Section 14.2 (Effect of Termination) and Section 15.15 (Non-Recourse), Section 15.2 (Governing Law, Jurisdiction; Forum), Section 15.10 (Parties in Interest) and Section 15.16 (Specific Enforcement) (and any provision of this Agreement to the extent a modification, waiver or termination of such provision would modify the substance of this Section 15.6, the last sentence of Section 15.15 or Sections 14.2, 15.2, 15.10 or 15.16) may not be modified, waived or terminated in a manner that impacts or is adverse in any respect to the Debt Financing Source without the prior written consent of the Debt Financing Source.

15.7 Public Announcements and Confidentiality. The Buyer Group, the Company Group and the Sellers shall not (and shall ensure that their Affiliates, equity holders, directors, officers, employees, agents and other representatives do not) issue a press release or any other public written statement or disseminate any public communication through any form of media (including radio, television or electronic media) about this Agreement or the transactions contemplated by this Agreement except, in the case of the Company Group (following the Closing) or the Buyer Group, with the written consent of the Seller Representative, or in the case of the Company Group (prior to the Closing) or any Seller, with the written consent of the Buyer, except in each case as required by Applicable Law, in the reasonable opinion of counsel, in which case the Buyer and the Seller Representative will have the right to reasonably review and comment on such press release, announcement or communication prior to its issuance, distribution or publication. The press release to be filed with the Securities Exchange Commission is attached as Exhibit E.

15.8 Confidential Information.

(a) Each Seller understands and agrees that any information regarding the business conducted by the Company Group, including, without limitation, any and all trade secrets related thereto ("Confidential Information"), constitutes valuable assets and, following the Closing, agrees not to, and agrees to cause its Affiliates not to, directly or indirectly, disclose any Confidential Information except solely to the extent necessary for any Seller to perform his, her or its obligations as an employee of the Company or the Buyer Group or in connection with the resolution of disputes and indemnification claims under this Agreement; provided, however, that Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by a Seller or (ii) first becomes available to any Seller after the Closing Date directly or indirectly from a source other than the Company or the Buyer, provided that such source is not known by such Seller to be bound by a confidentiality agreement with the Buyer or its Affiliates or otherwise prohibited from transmitting the information to any Seller by a contractual, legal or fiduciary obligation.

(b) Anything herein to the contrary notwithstanding, no Seller will be restricted from disclosing Confidential Information that is required to be disclosed by Applicable Law; provided, however, that in the event disclosure is required by Applicable Law after the Closing, (i) the applicable Seller shall provide the Buyer with as much advanced notice as is practicable of such requirement so that the Buyer may seek an appropriate protective order prior to any such required disclosure by such Seller, and (ii) the applicable Seller shall only disclose the portion of the Confidential Information that is required to be disclosed by the Applicable Law, as determined by outside counsel.

15.9 Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All Exhibits and Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

15.10 Parties in Interest. Except as provided in Section 9.3(b)-(c), Section 9.6, Section 11 and Section 15.15(a), which shall be enforceable by the parties entitled to the benefits thereunder, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third persons to the parties hereto. No provision of this Agreement shall give any third parties any right of subrogation or action over or against the parties hereto. Notwithstanding the foregoing, (a) the last sentence of Section 14.2 (Effect of Termination) and Section 15.15 (Non-Recourse) shall be enforceable against the Company Group (but not the Buyer Group) by each Debt Financing Source Party and (b) the provisions of this Section 15.10 and Sections 15.6 (Amendments; Waivers), 15.2 (Governing Law, Jurisdiction; Forum) and 15.16 (Specific Enforcement) shall be enforceable against all parties to this Agreement by each Debt Financing Source Party.

15.11 Scheduled Disclosures. Disclosure of any matter, fact or circumstance in a Schedule to this Agreement shall be deemed to be disclosure thereof for purposes of any other Schedule to this Agreement to the extent that such disclosure is readily apparent on its face to be so applicable to such other Schedule. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Schedules or Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement or the Schedules or Exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter not described or included in this Agreement or in any Schedule or Exhibit is or is not required to be disclosed (including whether the amount or items are required to be disclosed as

material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. The information contained in this Agreement and in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of law or breach of contract).

15.12 Section and Paragraph Headings. The Section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

15.14 Authorization of Seller Representative.

(a) Poston and Williams, acting jointly, are hereby appointed, authorized and empowered to act as Seller Representative for the benefit of Sellers, as the exclusive agent and attorney-in-fact on behalf of the Sellers, in connection with and to facilitate the consummation of the transactions contemplated hereby, which shall include the power and authority:

(i) to execute and deliver waivers and consents in connection with this Agreement and the consummation of the transactions contemplated hereby, and amendments hereto and thereto, as it may deem necessary or desirable, subject to any applicable reasonableness requirement set forth in this Agreement;

(ii) to receive all agreements, certificates and other documents to be delivered by the Buyer at the Closing pursuant to this Agreement;

(iii) to give and receive notices of service of process on behalf of each Seller under this Agreement;

(iv) to direct the payment of all moneys and other proceeds and property payable to Seller Representative or the Sellers from the Buyer as described herein;

(v) to enforce and protect the rights and interests of Sellers (including Seller Representative, in its capacity as a Seller) and to enforce and protect the rights and interests of the Seller Representative arising out of or under or in any manner relating to this Agreement, and each other agreement, document, instrument or certificate referred to herein or therein or the transactions provided for herein (including in connection with any and all claims for indemnification brought under Section 11), and to take any and all actions that Seller Representative believes are necessary or appropriate under this Agreement for and on behalf of the Sellers, including asserting or pursuing any claim, action, suit or proceeding (a "Claim") against the Buyer, defending any Third-Party Claims on behalf of the Seller, consenting to, compromising or settling any such Claims, conducting negotiations with the Buyer and its representatives regarding such Claims, and, in connection therewith, to, among other things: (A) assert any claim or institute any claim, action, suit, proceeding or investigation; (B) investigate, defend, contest or litigate any claim, action, suit, proceeding or investigation initiated by the Buyer or any other Person, or by any federal, state or local Governmental Entity against Seller

Representative and/or any of the Sellers, and receive process on behalf of any or all of the Sellers in any such claim, action, suit, proceeding or investigation and settle on such terms as the Seller Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to, any such claim, action, suit, proceeding or investigation; (C) file any proofs of debt, claims and petitions as the Seller Representative may deem advisable or necessary; and (D) file and prosecute appeals from any decision, judgment or award rendered in any such claim, action, suit, proceeding or investigation, it being understood that the Seller Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions;

(vi) to refrain from enforcing any right of any Seller and/or the Seller Representative arising out of or under or in any manner relating to this Agreement or any other agreement, instrument or document in connection with the foregoing; provided, however, that no such failure to act on the part of the Seller Representative, except as otherwise provided in this Agreement, shall be deemed a waiver of any such right or interest by the Seller Representative or by such Seller unless such waiver is in writing signed by the waiving party or by the Seller Representative; and

(vii) to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Seller Representative may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement and all other agreements, documents or instruments referred to herein or therein or executed in connection herewith and therewith.

(b) All of the indemnities, immunities and powers granted to the Seller Representative under this Agreement shall survive the Closing Date and/or any termination of this Agreement. The Buyer shall have the right to rely upon all actions taken or omitted to be taken by the Seller Representative pursuant to this Agreement, all of which actions or omissions shall be legally binding upon the Sellers.

(c) The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Seller,

(ii) shall survive the consummation of the transactions contemplated by this Agreement, and (iii) shall be binding upon the successors, assigns, heirs, executors, administrators, legal representatives and beneficiaries, as applicable, of each of the Sellers.

(d) The Sellers, severally in accordance with their Seller Percentage, shall indemnify and hold harmless the Seller Representative against any Losses resulting from its role as the Seller Representative.

(e) Each Seller shall be obligated to reimburse the Seller Representative for any out-of-pocket cost or expense incurred by the Seller Representative in connection with the exercise of its duties under this Section 15.14.

(f) In the event the Seller Representative resigns as the Seller Representative or upon the death or disability of the Seller Representative, the Sellers shall appoint by majority vote of the Sellers a substitute Seller Representative, who may be a Seller or any other Person.

15.15 Non-Recourse. Subject in all cases to the provisions of Section 11, this Agreement and the Ancillary Agreements may only be enforced against, and any claim or suit based upon, arising out of, or related to this Agreement or the Ancillary Agreements, or the negotiation, execution or performance of this Agreement or the Ancillary Agreements, may only be brought against the named parties to this Agreement or such Ancillary Agreements and then only with respect to the specific obligations set forth herein and therein with respect to the named parties to this Agreement or such Ancillary Agreements (in all cases, as limited by the provisions of SECTION 11). No Person who is not a named party to this Agreement or the Ancillary Agreements, including any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Company, the Sellers, the Seller Owners or any of their respective Affiliates, will have or be subject to any liability or indemnification obligation (whether in contract, tort or otherwise) to the Buyer or any other Person resulting from (nor will the Buyer have any claim with respect to) (i) the distribution to the Buyer, or the Buyer's use of, or reliance on, any information, documents, projections, forecasts or other material made available to the Buyer in certain "data rooms," confidential information memoranda or management presentations in expectation of, or in connection with, the transactions contemplated by this Agreement, or (ii) any claim based on, in respect of, or by reason of, the sale and purchase of the Company, including any alleged non-disclosure or misrepresentations made by any such Persons, in each case, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract, tort or otherwise, or whether at law or in equity, or otherwise; and each party hereto waives and releases all such liabilities and obligations against any such Persons. Notwithstanding anything to the contrary in this Agreement, no Debt Financing Source Party shall have any liability or obligation to the Company Group, any of their Affiliates or any of their direct or indirect stockholders in any way relating to or arising out of this Agreement, the Debt Commitment Letter, the Debt Financing or any of the transactions contemplated hereunder or thereunder, or in respect of any oral representation made or alleged to be have been made in connection herewith or therewith, whether in equity or at law, in contract, in tort or otherwise, and the Company Group shall not seek to, and shall cause their Affiliates and their direct and indirect stockholders not to seek to, recover any money damages (including consequential, special, indirect or punitive damages, or damages on account of a willful and material breach) or obtain any equitable relief from or with respect to any Debt Financing Source.

15.16 Specific Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged and agreed that the parties hereto shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach or threatened breach. Each party hereto further agrees that no other party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection

with or as a condition to obtaining any remedy referred to in this Section 15.16, and each party hereto (a) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (b) agrees to cooperate fully in any attempt by the other party or parties in obtaining such equitable relief. Notwithstanding the foregoing, none of the Company Group or any of their Affiliates or their direct and indirect stockholders shall have any rights or claims (whether in contract or in tort or otherwise) against any Debt Financing Source Party, solely in their respective capacities as lenders, agents or arrangers in connection with the Debt Financing.

15.17 Conflicts; Privileges.

(a) It is acknowledged by each of the parties hereto that the Company and the Seller Representative have retained Choate, Hall & Stewart LLP ("Choate") to act as their counsel in connection with the transactions contemplated hereby and that Choate has not acted as counsel for any other Person in connection with the transactions contemplated hereby and that no other party to this Agreement or Person has the status of a client of Choate for conflict of interest or any other purposes as a result thereof.

(b) The Buyer and the Company hereby: (i) waive, on behalf of themselves and each of their Affiliates, any claim they have or may have that Choate has a conflict of interest in connection with or is otherwise prohibited from engaging in such representation; and (ii) agree that, in the event that a dispute arises after the Closing between the Buyer or any of its Affiliates (including the Company) and the Seller Representative, the Sellers, any Seller Owner or any of their respective Affiliates, Choate may represent any such party in such dispute even though the interest of any such party may be directly adverse to the Buyer or any of its Affiliates (including the Company) and even though Choate may have represented the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Buyer or the Company.

(c) The parties hereto, for themselves and their respective Affiliates (including, as applicable, the Company), further agree that, as to all communications between or among Choate, the Sellers, the Seller Owners, the Seller Representative and/or the Company that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to the Seller Representative and may be controlled by the Seller Representative and shall not pass to or be claimed by the Buyer or the Company. Accordingly, the Company shall not have access to any such communications or to the files of Choate relating to such engagement from and after the Closing.

[*Signature page follows*]

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

COMPANY:

TRUEBRIDGE CAPITAL PARTNERS, LLC

By: /s/ Edwin Poston
Name: Edwin Poston
Title: Manager

TCF:

TRUEBRIDGE COLONIAL FUND, U/A DATED 11/15/2015

By: /s/ Edwin Poston
Name: Edwin Poston
Title: Trustee

MAW:

MAW MANAGEMENT CO.

By: /s/ Mel A. Williams
Name: Mel A. Williams
Title: President

SELLER REPRESENTATIVE:

/s/ Edwin Poston
Edwin Poston

/s/ Mel A. Williams
Mel A. Williams

[Signature Pages to Sale and Purchase Agreement]

POSTON:

Solely for purposes of Sections 8.7 and 11.9:

/s/ Edwin Poston
Edwin Poston

WILLIAMS:

Solely for purposes of Sections 8.7 and 11.10:

/s/ Mel A. Williams
Mel A. Williams

BUYER:

P10 INTERMEDIATE HOLDINGS LLC

By: /s/ William F. Souder
Name: William F. Souder
Title: Chief Executive Officer

GUARANTOR:

P10 HOLDINGS, INC.
(solely for purposes of Section 11.11)

By: /s/ C. Clark Webb
Name: C. Clark Webb
Title: Co-Chief Executive Officer

Exhibit A

Side Letter Agreement

Exhibit B

Form of Buyer LLC Agreement

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
P10 INTERMEDIATE HOLDINGS LLC

THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of P10 Intermediate Holdings LLC, a Delaware limited liability company (the "Company"), effective as of [_____], 2020, (the "TrueBridge Closing Date"), is entered into by and among the Company, P10 Holdings, Inc., a Delaware corporation formerly known as P10 Industries, Inc. ("P10 Parent"), Keystone Capital XXX, LLC, a Delaware limited liability company ("Keystone"), TrueBridge Colonial Fund, u/a dated 11/15/2015 ("EAP"), MAW Management Co. ("MAW"), and each other Person who is or at any time becomes a Member in accordance with the terms of this Agreement and the Act.

WHEREAS, this Agreement amends and restates the Company's Amended and Restated Limited Liability Company Agreement (the "Prior Agreement") effective as of April 1, 2020 (the "Prior Effective Date") by and among the Company, P10 Parent, Keystone, David G. Townsend, Trustee of the David G. Townsend Restated 2004 Revocable Trust Agreement dated February 12, 2020 (which amends and restates the David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004), Martin P. Gilmore, Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, Thomas H. Westbrook and Christopher N. Jones (collectively, the "FP Persons"), Project Star LLC, a Delaware limited liability company, Thomas P. Danis, Jr. as Trustee of the Thomas P. Danis, Jr. Revocable Living Trust dated March 10, 2003, as amended, Jeff P. Gehl as Trustee of the Jeff P. Gehl Living Trust dated January 25, 2011, Charles K. Huebner as Trustee of the Charles K. Huebner Trust dated January 16, 2001, Souder Family LLC, a Delaware limited liability company, Jon I. Madorsky as Trustee of the Jon I. Madorsky Revocable Trust dated December 1, 2008, David McCoy, Alexander Abell, Michael Feinglass, Andrew Nelson, Nell Blatherwick and FPC/P10 Investment, LLC, a Delaware limited liability company ("FPLLC"), which amended and restated that certain Limited Liability Company Agreement of the Company dated October 9, 2019;

WHEREAS, the Board of Managers (including the Keystone Manager) has the requisite power to create and issue at any time additional classes or series of Units and to amend the Prior Agreement in connection therewith under clause (b) of Section 3.3(a) thereof and is creating and issuing a new class of "Series D Preferred Units" in connection with its acquisition of Truebridge (defined below);

WHEREAS, the Company and its Board of Managers (including the Keystone Manager) and the P10 Member (as the Member holding a majority of the Common Units) and Keystone have the requisite power to amend the Prior Agreement under Section 11.8 thereof, and desire to enter into this Agreement to amend and restate the terms of the Prior Agreement as set forth in this Agreement, which shall be binding upon all Members; and WHEREAS, EAP and MAW are being issued the new "Series D Preferred Units" and being admitted to the Company as Members and are executing this Agreement to join, become a party to and be bound by and subject to this Agreement as a Member.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement certain capitalized terms have specifically defined meanings which are set forth in Exhibit 1 or in Annex 1, each of which is attached hereto and incorporated as part of this Agreement.

ARTICLE 2
FORMATION AND PURPOSE

2.1 **Formation**. The Company was formed on October 9, 2019 as a Delaware limited liability company pursuant to the provisions of the Act. The Members agree to continue the Company as a limited liability company under the Act, upon the terms and subject to the conditions set forth in this Agreement. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 **Name**. The name of the Company is P10 Intermediate Holdings LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Board of Managers deems appropriate or advisable. The Board of Managers shall file, or shall cause to be filed, any fictitious name certificates and similar filings, and any amendments thereto, that the Board of Managers considers appropriate or advisable.

2.3 **Registered Office and Agent, Principal Place of Business**. The registered office required to be maintained by the Company in the State of Delaware pursuant to the Act shall be Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of the registered agent of the Company pursuant to the Act shall be Corporation Service Company. The Company shall qualify to do business in such states wherein such qualification shall be required. The Company may, upon compliance with the applicable provisions of the Act, change its registered office or registered agent from time to time in the discretion of the Board of Managers. The principal place of business of the Company shall be wherever the Board of Managers decides to hold its meetings or such other location as may be designated by the Board of Managers from time to time.

2.4 **Term**. The term of the Company commenced as of the date of formation and shall have a perpetual existence unless sooner terminated as hereinafter provided.

2.5 **Purpose**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

2.6 **Specific Powers**. Subject to the limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 2.5, including to the extent in furtherance of the purpose set forth in Section 2.5:

2.6.1 to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

2.6.2 to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

2.6.3 to enter into, perform and carry out contracts of any kind, and contracts with any Member, any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

2.6.4 to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

2.6.5 to lend money, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

2.6.6 to sue and be sued, prosecute and defend, and participate in administrative or other proceedings, in its name;

2.6.7 to appoint employees and agents of the Company (who may be designated as officers with titles), and define their duties and fix their compensation;

2.6.8 to indemnify any Person in accordance with the Act and this Agreement;

2.6.9 to cease its activities and cancel its Certificate;

2.6.10 to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

2.6.11 to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

2.6.12 to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

2.6.13 to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

2.7 **Certificate; Authorized Persons**. The Board of Managers may, from time to time, designate one or more Persons as authorized persons, within the meaning of the Act, to execute, deliver and file any amendments or restatements of the Certificate and any other certificates and any amendments or restatements thereof necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.8 **No State Law Partnership**. The Members intend that the Company shall not be a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer by virtue of this Agreement, for any purposes other than as is set forth in the last sentence of this Section 2.8, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE 3
UNITS AND CAPITAL

3.1 **Capitalization**.

3.1.1 **Units; Classes of Units**. The ownership interests of the members in the Company shall be represented by Units, which shall have only such rights, preferences, privileges, restrictions and duties as expressly set forth herein. As of the TrueBridge Closing Date, the Company initially shall have six classes of Units, which shall be as follows: "Common Units," "Series A Preferred Units," "Series B Preferred Units," "Series C-1 Preferred Units" and "Series C-2 Preferred Units" (and the Series C-1 Preferred Units and Series C-2 Preferred Units shall together constitute the "Series C Preferred Units"), and "Series D Preferred Units".

(a) Each "Common Unit" shall be designated as a Common Unit of the Company and shall have the rights, preferences, privileges, restrictions and duties assigned herein to Common Units.

(b) Each "Series A Preferred Unit" shall be designated as a Series A Preferred Unit of the Company and shall have the rights, preferences, privileges, restrictions and duties assigned herein to Series A Preferred Units.

(c) Each "Series B Preferred Unit" shall be designated as a Series B Preferred Unit of the Company and shall have the rights, preferences, privileges, restrictions and duties assigned herein to Series B Preferred Units.

(d) Each "Series C Preferred Unit" shall be designated as either a Series C-1 Preferred Unit or a Series C-2 Preferred Unit of the Company and shall have the rights, preferences, privileges, restrictions and duties assigned herein to Series C Preferred Units and, as applicable, to Series C-1 Preferred Units or Series C-2 Preferred Units.

(e) Each "Series D Preferred Unit" shall be designated as a Series D Preferred Unit of the Company and shall have the rights, preferences, privileges, restrictions and duties assigned herein to Series D Preferred Units.

3.2 **Issuance of Units**.

(a) On the Prior Effective Date, the Persons set forth on Schedule A made their respective Capital Contributions required by Section 3.5(a) and (i) all of the limited liability company interests in the Company held by any Member prior to the Prior Effective Date were cancelled, (ii) the Company issued to the P10 Member the number of Common Units set forth opposite P10 Member's name on Schedule A and assumed the Assumed Liabilities, (c) the Company issued to each of the Five Points Members the number of Series A Preferred Units set forth opposite such Person's name on Schedule A (it being acknowledged that the 1,670,000 Series A Preferred Units set forth opposite Project Star LLC on Schedule A were acquired by the FP Persons and contributed to Project Star LLC on the Prior Effective Date), (d) the Company issued to Keystone the number of Series B Preferred Units set forth opposite Keystone's name on Schedule A, (e) the Company issued to each of the RCP Members the number of Series C-1 Preferred Units set forth opposite such Person's name on Schedule A, (f) the Company issued to FPLLC the number of Series C-2 Preferred Units set forth opposite FPLLC's name on Schedule A and (g) each of the Persons set forth on Schedule A (other than the TrueBridge Members) were admitted as a Member of the Company.

(b) On the TrueBridge Closing Date, (i) the Company issued to each of the TrueBridge Members the number of Series D Preferred Units set forth opposite such Person's name on Schedule A and (ii) each of the TrueBridge Members was admitted as a Member of the Company.

3.3 **Additional Units**.

(a) Subject to Section 3.3(c), Section 3.8.1 and Sections 5.1.11 and 5.1.12 of Exhibit 5.1, the Board of Managers shall have (a) the right to cause the Company to issue and/or create and issue at any time after the date hereof, and for such amount and form of consideration as the Board of Managers may determine, additional Units or other equity interests in the Company (including creating classes or series thereof having such powers, designations, preferences and rights as may be determined by the Board of Managers) and (b) the power to make such amendments to this Agreement in order to provide for such powers, designations, preferences and rights as the Board of Managers in its discretion deems necessary or appropriate to give effect to such additional authorization or issuance in accordance with the provisions of this Section 3.3.

(b) Pursuant to the terms set forth in this Section 3.3(b), Keystone has the option (the "Call Option"), which it may exercise in whole or in part and on any one or more occasions, to purchase up to an additional 5,000,000 Series B Preferred Units at the Option Issue Price; provided, that the Call Option may only be exercised in an amount not to exceed, and the proceeds of exercise of the Call Option shall only be used to fund, the cash purchase price of an Acquisition and any fees and expenses of the Company and its Subsidiaries related thereto. The Call Option may only be exercised with respect to a definitive agreement related to an Acquisition that is executed prior to April 1, 2022 (a "Definitive Agreement"). The Company shall provide Keystone with notice (a "Company Notice") at the address of Keystone as set forth in Schedule A of the potential entry into a

Definitive Agreement at least 45 days prior to the anticipated date of execution thereof and the material terms of the related Acquisition. Keystone shall have 15 days after the receipt of such Company Notice to exercise the Call Option by delivering a written notice of exercise delivered at the principal executive offices of the Company specifying the number of Series B Preferred Units to be purchased. Upon delivery of such notice of exercise, both Keystone and the Company shall be obligated to enter into a Call Option Purchase Agreement related to such option exercise concurrently with the execution of the related Definitive Agreement. If, after delivery of a Company Notice, the Company determines that it will not enter into a Definitive Agreement with respect to the related Acquisition, then any notice of exercise provided by Keystone related thereto shall be deemed to be cancelled without any further action or obligation on the part of either the Company or Keystone, and the Company shall provide Keystone notice of the cancellation thereof at the address of Keystone as set forth in Schedule A. In addition, in the event that a Definitive Agreement is not entered into by the Company within 120 days after delivery of a Company Notice, then any related notice of exercise shall be deemed to be cancelled without any further action or obligation on the part of either the Company or Keystone. In no event shall the Company be obligated to issue more than 5,000,000 Series B Preferred Units (the "Call Option Cap") pursuant to this Section 3.3(b). For the avoidance of doubt, to the extent Keystone acquires New Securities at the Option Issue Price or less than $3.00 per Common Unit (or, for any series or class of preferred Units convertible into Common Units, $3.00 per such preferred Units that are convertible into one Common Unit) pursuant to Section 3.3(c), such New Securities will not count towards the Call Option Cap.

(c) If the Company proposes to issue any New Securities (the "Offered Securities") to any Person at any time from and after the TrueBridge Closing Date, the Company shall offer to sell to each Investor a number of such New Securities equal to the product of (i) such Investor's Pro Rata Share and (ii) the number of Offered Securities. The Company shall give each Investor at least fifteen (15) days prior written notice that the Company proposes to issue the Offered Securities, which notice shall specify in reasonable detail the proposed terms and conditions of such issuance (the "Issuance Notice"). Each Investor will be entitled to purchase any amount up to its Pro Rata Share of the Offered Securities by delivery of irrevocable written notice (the "Purchase Notice") to the Company of such election within ten (10) days after delivery of the Issuance Notice (the "Preemptive Period"). The issuance of the Offered Securities with respect to which the Investors delivered Purchase Notices shall be made on a Business Day designated by the Company after expiration of the Preemptive Period on those terms and conditions of the Offer not inconsistent with this Section 3.3(c). If the Investors did not purchase all of the Offered Securities, then the Company may issue the remaining Offered Securities or any portion thereof to any Person during the 180-day period after expiration of the Preemptive Period at a price and upon terms and conditions no more favorable to the purchasers thereof than those specified in the Issuance Notice.

3.4 **Restriction on Disposition of Units; Pledge**. Subject to any transfer restrictions contained in the Credit Documents, other than in a Permitted Transfer, no Member may directly or indirectly Transfer any of its Units without the consent of the Board of Managers, which consent may be granted or withheld in the discretion of the Board of Managers; provided, however, that no consent of the Board of Managers or any Member shall be required in connection with any

action taken to enforce any pledge of such Member's Units pursuant to the Credit Documents (including via sale of such Units); provided, further, that the foregoing transfer restrictions will not be applicable to the Keystone Member, the Five Points Members or the TrueBridge Members (or any subsequent transferee of any of them) after April 1, 2022, except with respect to any transfer that would result in the occurrence of an event of default or mandatory prepayment or acceleration of the indebtedness arising under the Credit Documents. In addition, without the written consent of the holders of a majority of the then outstanding Series A and B Preferred Units (voting as a single class) and a majority of the then outstanding Series D Preferred Units, the P10 Member may not directly or indirectly transfer, pledge or otherwise encumber its Units as security for any debt or guarantee of the P10 Member or any of its Subsidiaries or Affiliates (including pursuant to any transaction that would otherwise be considered a Permitted Transfer) other than debt (or the guarantee of such debt) of the Company or any of its Subsidiaries.

3.5 **Capital Contributions**.

(a) On the Prior Effective Date, the Persons set forth on Schedule A made the following Capital Contributions: (i) the P10 Member contributed to the Company all of the outstanding equity interests in P10 RCP Holdco, LLC, a Delaware limited liability company, and in connection therewith, the Company assumed the Assumed Liabilities; and (ii) each of the Persons set forth on Schedule A as of the Prior Effective Date other than the P10 Member and the TrueBridge Members contributed to the Company the property specified on Schedule A for such Person as its Capital Contribution.

(b) On the TrueBridge Closing Date, the TrueBridge Members contributed to the Company the property specified on Schedule A for such Person as its Capital Contribution.

(c) Except as provided in this Section 3.5, no Member shall be required to make additional Capital Contributions.

3.6 **Admission of Members; Additional Members**.

3.6.1 **Schedule of Members.** The Company shall maintain and keep at its principal executive office a schedule of Members (attached hereto as Schedule A) on which it shall set forth the names and address of each Member, the aggregate number of Units of each class and the aggregate amount of cash Capital Contributions that have been made by such Member at any time, as applicable, and the Fair Market Value of any property other than cash contributed by such Member with respect to the Units (including, if applicable, a description and the amount of any liability assumed by the Company or to which contributed property is subject). Upon any change in the number or ownership of outstanding Units (whether upon an issuance of Units, a Transfer of Units, a cancellation of Units or otherwise), the Company shall amend and update Schedule A.

3.6.2 Addition or Withdrawal of Members.

(a) The Board of Managers shall cause Schedule A to be amended from time to time to reflect the admission of any additional Member, the withdrawal or termination of any Member, receipt by the Company of notice of any change of address of a Member or the occurrence of any other event requiring amendment of Schedule A.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or a transfer of Units, such Person shall have executed and delivered to the Company a written joinder agreement in form and substance satisfactory to the Board of Managers. The transferee in a Permitted Transfer or in a Transfer permitted by the "provided, further" clause at the end of the first sentence of Section 3.4 shall be admitted as a Member without the need for any action by the Board of Managers or any Member as long as such transferee executes and delivers such a joinder agreement.

3.7 **Capital Accounts**. The Company shall maintain a Capital Account for each member as provided in Annex 1.

3.8 **Certain Provisions Related to the Preferred Units**.

3.8.1 Voting Rights.

(a) **General**. Except as otherwise provided in this Agreement, including this Section 3.8.1, the Preferred Units shall have voting rights that are identical to the voting rights of the Common Units and shall vote with the Common Units as a single class, so that each Preferred Unit will be entitled to one vote for each Common Unit into which such Preferred Unit is then convertible on each matter with respect to which each Common Unit is entitled to vote. Except as otherwise provided in this Section 3.8.1, (i) so long as any Series A Preferred Units remain outstanding, the affirmative vote or consent of the holders of at least a majority of the Series A Preferred Units outstanding at the time shall be necessary on any matter that adversely affects any of the rights, preferences and privileges of the Series A Preferred Units or that amends or modifies any of the terms of the Series A Preferred Units in a manner that is adverse to the Series A Preferred Unitholders, (ii) so long as any Series B Preferred Units remain outstanding, the affirmative vote or consent of the holders of at least a majority of the Series B Preferred Units outstanding at the time shall be necessary on any matter that adversely affects any of the rights, preferences and privileges of the Series B Preferred Units or that amends or modifies any of the terms of the Series B Preferred Units in a manner that is adverse to the Series B Preferred Unitholders, (iii) so long as any Series C Preferred Units remain outstanding, the affirmative vote or consent of the holders of at least a majority of the Series C Preferred Units outstanding at the time shall be necessary on any matter that adversely affects any of the rights, preferences and privileges of the Series C Preferred Units or that amends or modifies any of the terms of the Series C Preferred Units in a manner that is adverse to the Series C Preferred Unitholders, provided, that for any such matter that adversely affects the Series C-2 Preferred Units disproportionately to the adverse effect to the Series C-1 Preferred Units, the affirmative vote or consent of the holders of at least a majority of the Series C-2 Preferred Units outstanding at the time also shall be necessary, and (iv) so long as any Series D Preferred Units remain outstanding, the affirmative vote or consent of the holders of at least a majority of the Series D Preferred Units outstanding at the time shall be necessary on any matter that adversely affects any of the rights, preferences and privileges of the Series D Preferred Units or that amends or modifies any of the terms of the Series D Preferred Units in a manner that is adverse to the Series D Preferred Unitholders. Subject to Section 3.8.1(b)(iii), Section 3.8.1(c)(iii), Section 3.9 and

Sections 5.1.11 and 5.1.12 of Exhibit 5.1, no vote or consent of any holder of any class or series of Preferred Units shall be required for the creation and issuance at any time of one or more new series of preferred Units regardless of whether any such new series has a distribution preference pursuant to Section 4.1 or a distribution preference pursuant to Article 9 or other rights or privileges that are different in amount than, and/or are senior in priority to or otherwise superior to, any class or series of Preferred Units, as long as (i) in the case of Series A Preferred Units, Series B Preferred Units and Series C Preferred Units, such creation and issuance does not adversely affect any particular series of such Preferred Units disproportionately as compared to the other series of Preferred Units with respect to such particular series of Preferred Unit's economic terms or other rights, preferences and privileges that it has or holds that are proportionate among the Series A Preferred Units, Series B Preferred Units and Series C Preferred Units and (ii) in the case of Series D Preferred Units, such creation and issuance does not adversely affect such Series D Preferred Units disproportionately as compared to the other series of Preferred Units with respect to such Series D Preferred Unit's economic terms or other rights, preferences and privileges that it has or holds that are proportionate among the Series A Preferred Units, Series B Preferred Units, Series C Preferred Units and Series D Preferred Units.

(b) **Series A Preferred Units.**

(i) For so long as the Five Points Members hold or own at least 25% of the Series A Preferred Units (including, for this purpose, Common Units into which the Series A Preferred Units have been converted) held or owned by them on the Prior Effective Date, then the Company and its Subsidiaries shall not engage in or modify any purchase or sale of assets with the Keystone Member or its Affiliates (other than the issuance of New Securities or the issuance of Units pursuant to the Call Option in each case in compliance with this Agreement) without the prior written consent of the holders of a majority of the Series A Preferred Units (or Common Units into which the Series A Preferred Units have been converted) then still held by such Five Points Members.

(ii) For so long as the Five Points Members hold or own at least 50% of the Series A Preferred Units (including, for this purpose, Common Units into which the Series A Preferred Units have been converted) held or owned by them on the Prior Effective Date, then without the consent of a majority in interest of the Five Points Members then holding Series A Preferred Units (or Common Units into which the Series A Preferred Units have been converted) the P10 Member agrees not to consummate a Public Offering with respect to which it elects to cause an Exchange pursuant to Section 3.8.2(b) unless the Public Offering includes a secondary offering with respect to shares otherwise to be held by the Five Points Members of at least the amount described in the definition of "Qualified Public Offering;" provided, for the avoidance of doubt, that if there is an Exchange in connection with such Public Offering all of the Five Points Members' Units that are not exchanged and sold in such secondary offering shall be exchanged into shares of New P10 Parent Common Stock pursuant to Section 3.8.2(b).

(iii) Without the consent of a majority in interest of the Five Points Members then holding Series A Preferred Units (or Common Units into which the Series A Preferred Units have been converted), the Company shall not issue any additional Series A Preferred Units and the Company shall not permit any Units to be exchanged for stock of P10 Parent or New P10 Parent other than pursuant to Section 3.8.2(b) unless holders of Series A Preferred Units (and Common Units into which they have been converted) shall be given the opportunity to be so exchanged on no less favorable terms.

(c) **Series D Preferred Units.**

(i) For so long as the TrueBridge Members hold or own at least 25% of the Series D Preferred Units (including, for this purpose, Common Units into which the Series D Preferred Units have been converted) held or owned by them on the TrueBridge Closing Date, then P10 Parent, the Company and their respective Subsidiaries shall not engage in or modify any transaction or agreement (including any purchase or sale of assets) with the Keystone Member or any of its Affiliates (other than the issuance of New Securities or the issuance of Units pursuant to the Call Option in each case in compliance with this Agreement) without the prior written consent of the holders of a majority of the Series D Preferred Units (or Common Units into which the Series D Preferred Units have been converted) then still held by such TrueBridge Members.

(ii) For so long as the TrueBridge Members hold or own at least 50% of the Series D Preferred Units (including, for this purpose, Common Units into which the Series D Preferred Units have been converted) held or owned by them on the TrueBridge Closing Date, then without the consent of a majority in interest of the TrueBridge Members then holding Series D Preferred Units (or Common Units into which the Series D Preferred Units have been converted) the P10 Member agrees not to consummate a Public Offering with respect to which it elects to cause an Exchange pursuant to Section 3.8.2(b) unless the Public Offering includes a secondary offering with respect to shares otherwise to be held by the TrueBridge Members of at least the amount described in the definition of "Qualified Public Offering;" provided, for the avoidance of doubt, that if there is an Exchange in connection with such Public Offering all of the TrueBridge Members' Units that are not exchanged and sold in such secondary offering shall be exchanged into shares of New P10 Parent Common Stock pursuant to Section 3.8.2(b).

(iii) Without the consent of a majority in interest of the TrueBridge Members then holding Series D Preferred Units (or Common Units into which the Series D Preferred Units have been converted), the Company shall not issue any additional Series D Preferred Units and the Company shall not permit any Units to be exchanged for stock of P10 Parent or New P10 Parent other than pursuant to Section 3.8.2(b) unless holders of Series D Preferred Units (and Common Units into which they have been converted) shall be given the opportunity to be so exchanged on no less favorable terms.

3.8.2 Conversion or Exchange.

(a) **Conversion at the Option of the Preferred Unitholder.** The Preferred Units held by each Preferred Unitholder shall be convertible, in whole but not in part, at any time and from time to time upon the request of the holder thereof, into a number of Common Units (a "Conversion") that is equal to the number of Preferred Units to be converted, subject to adjustment as set forth in Section 3.8.2(e)(i). Immediately upon any conversion of Preferred Units, all rights of the converting Preferred Unitholder in respect thereof shall cease, including, without limitation, any further accrual of or entitlement to distributions with respect to Preferred Units, and such converting Preferred Unitholder thereafter shall be treated for all purposes as the owner of Common Units. Fractional Common Units shall not be issued to any person pursuant to this Section 3.8.2(a) (each fractional Common Unit shall be rounded to the nearest whole Common Unit (and 0.5 Common Unit shall be rounded to the next higher Common Unit)).

(b) **Exchange by the Company**. Immediately prior to the first to occur of the closing of an Uplist Event or a Public Offering, the Company shall have the right to cause the exchange, whether by merger, redemption or otherwise (an "Exchange") of all (but not less than all) of the Series A Preferred Units, Series B Preferred Units, Series C-2 Preferred Units and Series D Preferred Units (or the Common Units into which such Series A Preferred Units, Series B Preferred Units, Series C-2 Preferred Units or Series D Preferred Units have been converted in a Conversion) for a number of shares of New P10 Parent Common Stock equal to (i) the number of such Units being Exchanged multiplied by (ii) the number of shares of New P10 Parent Common Stock received or to be received by each P10 Parent Share Equivalent in such Uplist Event or Public Offering, subject to adjustment as set forth in Section 3.8.2(e)(ii); provided, that the Company shall not have the right to cause the Exchange unless New P10 Parent or P10 Parent has obtained a customary tax opinion from Gibson, Dunn & Crutcher LLP or another nationally recognized law firm that such Exchange will qualify as a tax-deferred contribution or exchange under the Code under Section 351 or Section 354 of the Code, or successor provisions, as applicable. Immediately upon an Exchange, all rights of the Series A Preferred Unitholders, Series B Preferred Unitholders, Series C-2 Preferred Unitholders and Series D Preferred Unitholders (or, in each case, the applicable Common Unitholder if there has been a Conversion) in respect thereof shall cease, including, without limitation, any further accrual of or entitlement to Company distributions, and such Series A Preferred Unitholders, Series B Preferred Unitholders, Series C-2 Preferred Unitholders and Series D Preferred Unitholders (or the applicable Common Unitholder if there has been a Conversion) thereafter shall be treated for all purposes as the owner of New P10 Parent Common Stock. Fractional shares shall not be issued to any person pursuant to this Section 3.8.2(b) (each such fractional share of New P10 Parent Common Stock shall be rounded to the nearest whole share (and 0.5 share shall be rounded to the next higher share)).

(c) **Change of Control**. Concurrently with the occurrence of a Change of Control, but subject to the prior repayment of any indebtedness under the Credit Documents to the extent required by such Credit Documents as a result of such Change of Control, all Preferred Units (or the Common Units into which they have been converted in a Conversion) then outstanding shall immediately be redeemed ("Change of Control Redemption") by the Company for an amount (the "CofC Redemption Amount") equal to (i) in the case of a Change of Control of New P10 Parent, the amount and form of consideration that would be received by a Unitholder in such Change of Control if all Preferred Units (or the Common Units into which they have been converted in a Conversion) held by such Unitholder were exchanged for shares of New P10 Common

Stock pursuant to Section 3.8.2(b) immediately prior to such Change of Control and all such shares were disposed of in the Change of Control (and assuming for this clause (i) that the Series C-1 Preferred Units were exchanged on the same terms as the Series A, B, C-2 and D Preferred Units), (ii) in the case of a Change of Control of P10 Parent, the amount and form of consideration that would be received by such Unitholder in such Change of Control if each Preferred Unit (or Common Unit into which it has been converted in a Conversion) held by such Unitholder were exchanged for one share of P10 Parent Common Stock, subject to adjustment as set forth in Section 3.8.2(e)(iii) and all such shares were disposed of in the Change of Control and (iii) in the case of a Change of Control of the Company, the amount and form of consideration that would be received by such Unitholder in such Change of Control if the Preferred Units held by such Unitholder were converted into Common Units pursuant to Section 3.8.2(a) and all such Units were disposed of in the Change of Control. Notwithstanding the foregoing, if the CofC Redemption Amount otherwise payable to the holders of Series A Preferred Units, Series B Preferred Units, Series C Preferred Units or Series D Preferred Units is less than the applicable Liquidation Preference for such series of Preferred Units, then the CofC Redemption Amount paid to the holders of such series of Preferred Units shall be increased to equal the Liquidation Preference for such series. Immediately upon a Change of Control, all rights of the Preferred Unitholders (or the applicable Common Unitholder if there has been a Conversion) in respect thereof shall cease, including, without limitation, any further accrual of or entitlement to Company distributions. The CofC Redeemption Amount shall be paid in the same form of consideration and in the same proportions among all Unitholders and, if applicable, all holders of New P10 Parent Common Stock or P10 Parent Common Stock, except that it shall include for the holders of any particular series of Preferred Units enough cash and marketable securities at closing to pay the tax liability of the holders of such series of Preferred Units resulting from the Change of Control (unless waived by a majority of the outstanding Preferred Units of such series).

(d) **Conversion and Exchange Notice**. A Preferred Unitholder shall exercise its right to convert Preferred Units as set forth in the first sentence of Section 3.8.2(a) by delivering to the Company a written election of conversion in respect of the Preferred Units to be converted specifying the number and series of Preferred Units to be converted, duly executed by such holder or such holder's duly authorized attorney (a "Conversion Notice"), in each case delivered at the principal executive offices of the Company. As promptly as practicable following the delivery of a Conversion Notice, the Company shall update the schedule of Members (attached hereto as Schedule A). The Company shall exercise its right to exchange Series A Preferred Units, Series B Preferred Units, Series C-2 Preferred Units and Series D Preferred Units (or the Common Units into which they have been converted in a Conversion) as set forth in the first sentence of Section 3.8.2(b) by delivering to the Series A Preferred Unitholders, Series B Preferred Unitholders, Series C-2 Preferred Unitholders and Series D Preferred Unitholders (or the applicable Common Unitholder if there has been a Conversion) a written election of exchange in respect of the Series A Preferred Units, Series B Preferred Units, Series C-2 Preferred Units and Series D Preferred Units (or the Common Units into which they have been converted in a Conversion) to be exchanged, duly executed by the Company (an "Exchange Notice"), in each case delivered at the address of such holders as set forth in the schedule of Members (attached hereto as Schedule A); provided, that the Company

shall deliver such written election of exchange at least 30 days in advance of the anticipated closing of the applicable Public Offering or effectiveness of the applicable Uplist Event, as the case may be. Following the delivery of an Exchange Notice and upon the closing of the applicable Public Offering or effectiveness of the applicable Uplist Event, as the case may be, the Company shall deliver or cause to be delivered at the offices of the then-acting registrar and transfer agent of the New P10 Parent Common Stock or, if there is no then-acting registrar and transfer agent of the New P10 Parent Common Stock, at the principal executive offices of the Company, the number of shares of New P10 Parent Common Stock deliverable upon such exchange, registered in the name of the relevant Member. To the extent the New P10 Parent Common Stock is settled through the facilities of The Depository Trust Company, the Company will upon the written instruction of a Member, use its reasonable best efforts to deliver the shares of New P10 Parent Common Stock deliverable to such Member, through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such Member.

(e) **Adjustment**.

(i) **Conversion**. If there is any merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction in which the Common Units are converted or changed into another security, securities or other property or right to receive any security, securities or other property, then upon any subsequent Conversion, each Member shall be entitled to receive the amount of such security, securities or other property that such Member would have received if such Conversion had occurred immediately prior to the effective date of such merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, merger, consolidation, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, merger, consolidation, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction.

(ii) **Exchange**. If, following the date hereof, there is any merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction in which the P10 Parent Common Stock is converted or changed into another security, securities or other property or right to receive any security, securities or other property, then upon any subsequent Exchange, a P10 Parent Share Equivalent shall be adjusted to equal the amount of such security, securities or other property that a holder of one share of P10 Parent Common Stock received in such merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, merger, consolidation, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, merger, consolidation, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction.

(iii) **Change of Control Redemption**. If, prior to a Change of Control, there is any merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction in which the P10 Parent Common Stock is converted or changed into another security, securities or other property or right to receive any security, securities or other property, then upon any subsequent Change of Control Redemption pursuant to Section 3.8.2(c)(ii), each Member shall be entitled to receive a CofC Redemption Amount that such Member would have received if such Change of Control Redemption had occurred immediately prior to the effective date of such merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, merger, consolidation, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such merger, consolidation, reclassification, reorganization, recapitalization or other similar transaction.

(f) Any Common Units or shares of P10 Parent Common Stock or New P10 Parent Common Stock delivered pursuant to this Section 3.8.2 shall be validly issued, fully paid and nonassessable (except, in the case of Common Units, as such nonassessability may be affected by Sections 18-607 and 18-804 of the Act).

(g) Upon any Conversion, Exchange or Change of Control Redemption, the Company shall pay to a converting or exchanging Preferred Unitholder in cash any accrued undistributed preferred return, determined pursuant to Section 4.1.2, together with any debts or other contractual obligations owed to such Preferred Unitholder, through the date of the applicable conversion, exchange or redemption, with respect to such Preferred Unitholder's converted, exchanged or redeemed Preferred Units.

3.8.3 Redemption.

(a) At any time following April 1, 2025, the Preferred Unitholders (or Common Unitholders who hold Common Units as a result of conversion of Preferred Units into Common Units) shall have the right (the "Put Right"), at their option, to elect to cause any or all of their respective Preferred Units (or the Common Units into which they have been converted in a Conversion) to be redeemed (a "Redemption") for cash at a redemption price equal to the Fair Market Redemption Value on the date of delivery of the notice described in Section 3.8.3(b); provided, further, that the Company shall not be obligated to redeem Units pursuant to this Section 3.8.3(a) if such redemption is not permitted or would cause a default or event of default or other acceleration of indebtedness under the Credit Documents (a "Default Causing Put"). In the event the Company is not obligated to redeem Units because of a Default Causing Put, the Company shall nevertheless be obligated to redeem the number of Units, if any, that can be redeemed without causing a Default Causing Put (with each Unitholder seeking Redemption having a number of Preferred Units (or Common Units into which they have been converted in a Conversion) redeemed determined on a pro rata basis based on the number of Units such Unitholder is seeking to have redeemed to the total number of Units that all Unitholders are seeking to have redeemed). Further, in the event the Company is not obligated to redeem Units because of

a Default Causing Put, the Company shall use commercially reasonable efforts to refinance the Credit Documents which do not permit such redemption, or find an alternate source of equity or debt funding, in order to permit the redemption of the Units which are the subject of the Default Causing Put (and to re-start such commercially reasonable efforts every six months until such Redemption is funded in full). The Company and its Subsidiaries shall use commercially reasonable efforts to cause any credit facilities that extend, renew, refund, replace or refinance the Credit Documents to unconditionally permit the exercise of the Put Right (subject only to financial covenant compliance in such credit facilities).

(b) To exercise the Put Right described in this Section 3.8.3(a), a Preferred Unitholder must deliver to the Company a written notice setting forth (i) the date on which the redemption will occur, which shall be no earlier than twenty (20) Business Days after the date such notice is given; and (ii) with respect to each holder, the number of Preferred Units (or the Common Units into which they have been converted in a Conversion) subject to redemption. The Company shall promptly deliver to the other Preferred Unitholders a written copy of any such notice it receives. No Preferred Unitholder shall exercise its Put Right more than once during any consecutive twelve (12) month period. In the event that the Company does not redeem Units held by a Preferred Unitholder within 30 days after the date set forth in such notice from such Preferred Unitholder, then in addition to any other rights or remedies such Preferred Unitholder may have (x) in the case of the Truebridge Member, interest shall accrue from such date on the redemption price at the rate of 200 basis points above the highest rate in effect from time to time under the terms of the Company's and any of its Subsidiaries' indebtedness for borrowed money, compounding annually, and (y) in the case of all Preferred Unitholders, such Preferred Unitholder may not, within 120 days after the date set forth in such notice from such Preferred Unitholder, withdraw its election to exercise its Put Right, but may, at any time after such 120 day period, withdraw its election to exercise its Put Right without liability and without it counting as an "exercise" under the immediately prior sentence.

(c) In connection with any Redemption of Units pursuant to Section 3.8.3(a), the Board of Managers shall initially determine the Fair Market Redemption Value of the applicable Preferred Units (or the Common Units into which they have been converted in a Conversion) (the "Redeemed Units", and such valuation, the "Board Valuation") in good faith and send written notice thereof to the applicable Preferred Unitholder (or Common Unitholder who holds Common Units as a result of conversion of Preferred Units into Common Units) (the "Redeeming Holder"). If the Fair Market Redemption Value is determined pursuant to the proviso in the definition of such term applicable if shares are listed on a National Securities Exchange, then such determination by the Board of Managers shall be deemed to be conclusive, absent fraud or manifest error, and not subject to the following procedures in this Section 3.8.3(b). Within ten (10) Business Days of the delivery by the Company to the Redeeming Holder of the Board of Manager's determination of Fair Market Redemption Value of the applicable Redeemed Units, the Redeeming Holder may notify the Company in writing that it objects to the Board of Manager's ascribed valuation of the applicable Redeemed Units and propose a different valuation (the "Redeeming Holder Valuation") of such applicable Redeemed Units (the "Objection Notice"). If the Redeeming Holder timely delivers an Objection Notice and the Board of Managers does not agree with the proposed different valuation,

then the Company and such Redeeming Holder shall, within 20 days of the delivery of the Objection Notice (or such longer period of time as is mutually agreed upon by the Company and the Redeeming Holder), jointly engage a nationally recognized investment bank or appraisal firm reasonably acceptable to both the Company and the Redeeming Holder (the "Appraisal Firm") to determine the Fair Market Redemption Value of the applicable Redeemed Units. The Company shall enter into a customary engagement letter with the Appraisal Firm, which engagement letter shall provide that in determining Fair Market Redemption Value, the Appraisal Firm shall value the applicable Redeemed Units based on the sale of the Company as a going concern and shall not apply any liquidity discount or minority discount, and provided that the value ascribed to the Redeemed Units by the Appraisal Firm shall not be less than the Board Valuation nor greater than the Redeeming Holder Valuation. The Company shall use commercially reasonable efforts to cause the Appraisal Firm to make such determination of the Fair Market Redemption Value of the applicable Redeemed Units (the "Appraiser Valuation") within 30 days of the date the Appraisal Firm is engaged. The final Fair Market Redemption Value of the applicable Redeemed Units shall be equal to the average of (i) the Appraiser Valuation and (ii) either the Board Valuation or the Redeeming Holder Valuation, based on which such valuation is closer to the Appraiser Valuation. The expenses of the Appraisal Firm shall be allocated to be paid by the Company, on the one hand, and/or the Redeeming Holder, on the other hand, based upon the percentage which the portion of the contested amount not awarded to each party bears to the aggregate contested amount, as determined by the Appraisal Firm. The determination of Fair Market Redemption Value by the Appraisal Firm shall be binding on the Company and the Redeeming Holder for purposes of the redemption of the applicable Redeemed Units.

(d) Because an Uplist Event or a Public Offering may affect Fair Market Redemption Value, for so long as (i) the Keystone Member holds or owns at least 50% of the Series B Preferred Units (including, for this purpose, Common Units into which the Series B Preferred Units have been converted) held or owned by it on the Prior Effective Date or (ii) the TrueBridge Members hold or own at least 50% of the Series D Preferred Units (including, for this purpose, Common Units into which the Series D Preferred Units have been converted) held or owned by them on the TrueBridge Closing Date, the P10 Member agrees not to consummate an Uplist Event or a Public Offering that is not a Qualified Public Offering, either directly or indirectly through New P10 Parent, without the prior approval of the Keystone Member and the TrueBridge Members, as applicable.

(e) Other than pursuant to Section 3.8.2(b), Section 3.8.2(c) or Section 3.8.3(a), the Company shall not redeem any Common Units, Series A Preferred Units, Series B Preferred Units, Series C Preferred Units or Series D Preferred Units (or Common Units into which they have been converted) unless all holders of Preferred Units (and Common Units into which they have been converted) shall be given the opportunity to be so redeemed in proportion to the respective numbers of their outstanding Preferred Units (and Common Units into which they have been converted) and on the same terms (except if the price is below an applicable Liquidation Preference, then the price will be based upon relative Liquidation Preference(s), provided that in such case, the price shall not exceed the applicable Liquidation Preference(s)) (e.g., if Series B Preferred Units are being redeemed at $2.00 per Unit (and assuming $2.00 is two-thirds of their Liquidation Preference), then

Series D Preferred Units are redeemable at $2.20 per Unit (assuming $2.20 is two-thirds of their Liquidation Preference); and if Series B Preferred Units are being redeemed at greater than or equal to $3.00 and less than or equal to $ 3.30 per Unit (and assuming $3.00 is 100% of their Liquidation Preference), then Series D Preferred Units are redeemable at $3.30 per Unit (and assuming $3.30 is 100% of their Liquidation Preference)).

3.8.4 Power of Attorney. In connection with any Conversion, Exchange or Change of Control Redemption in accordance with Section 3.8.2 or Redemption in accordance with Section 3.8.3, the holder of Preferred Units (or the Common Units into which they have been converted in a Conversion) must deliver transfer instruments to effect such Conversion, Exchange, Change of Control Redemption or Redemption reasonably satisfactory to the Company (including instructions to a transfer agent), at the principal office of the Company. Such holder also hereby constitutes and appoints the Company and its authorized representatives with full power of substitution as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead to execute and deliver such transfer instruments to effect such Conversion, Exchange, Change of Control Redemption or Redemption. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive the subsequent death, incompetency, incapacity, disability, dissolution, bankruptcy or termination of any such holder and the transfer of such holder's Units and shall extend to such holder's heirs, successors, permitted assigns and personal representatives.

3.9 **P10 Parent Commitments**. For so long as any Series A Preferred Units, Series B Preferred Units or Series D Preferred Units (or Common Units into which the Series A Preferred Units, Series B Preferred Units or Series D Preferred Units have been converted) remain outstanding, in each case, without the written consent of the holders of a majority of the then outstanding Series A and B Preferred Units (voting as a single class) and a majority of the then outstanding Series D Preferred Units, (a) neither P10 Parent nor New P10 Parent shall conduct any business, directly or indirectly, other than through the Company, except for (i) matters ancillary to being a publicly traded company, (ii) the management of its Common Units, (iii) operations conducted through subsidiaries other than the Company and its Subsidiaries with their own funding and that do not involve capital, debt or guarantees of P10 Parent or New P10 Parent or otherwise subject P10 Parent or New P10 Parent to any liabilities or obligations (other than as the equity owner of such subsidiaries), and (iv) general administrative matters (including payment of debts); (b) P10 Parent will remain the direct beneficial owner of the Common Units which it acquired on the Prior Effective Date and of any other equity securities of the Company that it acquires (unless it ceases being such owner as a result of a Change of Control transaction); (c) except for operations conducted through the Company and its Subsidiaries, P10 Parent and its subsidiaries shall not engage in any activity that is in the same or materially similar line of business as, or competes with, any activity that is engaged in by the Company or its Subsidiaries on the Prior Effective Date and/or the TrueBridge Closing Date; and (d) P10 Parent and, in the event New P10 Parent is organized, New P10 Parent shall ensure that (i) at all times following its incorporation, New P10 Parent has sufficient authorized and unissued shares of New P10 Parent Common Stock to exchange the Preferred Units (or Common Units into which they have been converted) into New P10 Parent Common Stock, in accordance with the terms hereof, (ii) any New P10 Parent Common Stock and any paid-in-kind dividends, when issued to the Preferred Unitholder, will be duly authorized, validly issued and fully paid, free and clear of all liens, non-assessable and not issued in violation of any federal or state securities laws, preemptive or similar right, purchase option,

call or right of first refusal or similar right and (iii) the merger of P10 Parent with New P10 Parent in connection with an Exchange of Preferred Units permitted in Section 3.8.2(b) shall not require the vote or consent of any P10 Parent shareholder other than shareholders holding a majority of the shares of P10 Parent Common Stock.

ARTICLE 4
DISTRIBUTIONS AND ALLOCATIONS

4.1 **Distributions**. Distributions of Available Cash shall be distributed to the Members from time to time on such date or dates determined by the Board of Managers, in the following order and priority:

4.1.1 First, to the P10 Member, in an amount sufficient to pay all reasonable expenses of P10 Member to cover overhead, general and administrative costs, audit fees, taxes (based on the assumption that its net operating loss carryovers are not subject to limitation under Section 382 of the Code, other than any such limitation resulting from a transaction approved by the Keystone Member or the Keystone Board Designee after clear disclosure of such limitation resulting from such transaction), board fees, any expenses related to a Public Offering or Uplist Event and public company related expenses, but excluding, for the avoidance of doubt, any employee compensation.

4.1.2 Second, to each Preferred Unitholder, a preferred return on the Issue Price of its Preferred Units equal to one percent (1%) per annum, compounded annually for the period beginning on the date of issuance of the applicable Preferred Units and calculated taking into account the amounts and dates of distributions that are made pursuant to this Section 4.1.2, which distributions shall be made on the same date for all Preferred Unitholders and shall be pro rata based on the amount of the preferred return accrued as of such distribution date for each Preferred Unitholder.

4.1.3 Third, to the P10 Member, in an amount sufficient to make payments due with respect to the RCP Seller Obligations; provided, that no distributions shall be made pursuant to this Section 4.1.3 unless all outstanding Redemptions that have been exercised in accordance with Section 3.8.3 have been settled and paid in full.

4.1.4 Fourth, any remaining amount of Available Cash, to the Common Unitholders, pro rata based on the number of Common Units held by each Common Unitholder; provided, that without the written consent of the holders of a majority of the then outstanding Series A and B Preferred Units (voting as a single class) and a majority of the then outstanding Series D Preferred Units, no distributions shall be made pursuant to this Section 4.1.4 while any Series A Preferred Units, Series B Preferred Units or Series D Preferred Units are outstanding.

Notwithstanding the foregoing provisions of this Section 4.1, the distributions pursuant to Section 4.1.2 shall be made at least once each calendar year beginning with calendar year 2021, provided that there is Available Cash to make the distribution. The Members intend that the Board of Managers will cause the Company's Subsidiaries to make sufficient distributions or dividends to the Company each year to enable the Company to make the distributions pursuant to Sections 4.1.1, 4.1.2 and 4.1.3 annually, provided that such Subsidiaries have sufficient available cash to do so.

4.2 **Tax Distributions for Unexpected Allocations**. Notwithstanding Section 4.1, but subject to section A.IV.3(c) of Annex 1, if a TrueBridge Member (including a former Truebridge Member) were to be allocated items of taxable income, gain, deduction or loss with respect to the ownership of Series D Preferred Units (i) under Section 704(c) of the Code or under Section 737 of the Code, or (ii) that is not related to its entitlement to distributions under Section 4.1.2, including as a result of a tax audit, dispute or other proceedings (each, an "Unexpected Allocation") with respect to a tax period or portion thereof beginning after the date hereof and before the Uplist Event, the Company shall promptly make cash distributions to such TrueBridge Member so as to allow such TrueBridge Member (or the beneficial owners thereof) to pay any tax, interest and penalties with respect to such Unexpected Allocation by the due date thereof; provided that there is Available Cash to make the distribution (and as soon as there is such Available Cash); provided, further, that if any such cash distribution related to allocations described in clause (ii) above would not be permitted under the terms of any Credit Documents, then such cash distribution shall be deferred and shall be made as soon as making the distribution would be permitted under the Credit Documents, increased by an interest factor from the date it would otherwise have been distributed to the date it actually is distributed at an interest rate equal to 200 basis points above the highest rate in effect from time to time under the terms of the Company's and any of its Subsidiaries' indebtedness for borrowed money, compounding annually. The cash distribution to such TrueBridge Member shall be in an amount equal to the sum of (A) the product of (x) the amount of Unexpected Allocation to such TrueBridge Member with respect to any such tax period (net of cumulative Unexpected Allocation of losses to such TrueBridge Member for any taxable period or portion thereof beginning on or after the date hereof and before the Uplist Event and not previously taken into account under this Section 4.2 but only to the extent such Loss is ordinary or, if such loss is capital, only to the extent such Unexpected Allocation (or any prior Unexpected Allocation not previously taken into account for this purpose) is of income or gain that is capital), multiplied by (y) an assumed tax rate equal to the highest maximum combined marginal federal, state and local income tax rates (including any tax rate imposed on "net investment income" by section 1411 of the Code) applicable to an individual resident in the locality where the TrueBridge Member resides (taking into account the character of such taxable income and the deductibility of state and local income tax for federal income tax purposes (to the extent applicable), and (B) any interest and penalties actually paid or payable by such TrueBridge Member (or beneficial owners thereof) with respect to such Unexpected Allocation, determined on a with and without basis. The Members acknowledge that an Unexpected Allocation and related tax distribution under this Section 4.2 to a TrueBridge Member will increase the TrueBridge Member's adjusted tax basis in its Units by the excess of such Unexpected Allocation over such tax distribution. Upon a taxable disposition, by a TrueBridge Member that has received such an Unexpected Allocation (and corresponding tax distribution), of its Units or any property (such as stock of New Parent) received in exchange for its Units (or for such property) in a transaction in which such property has a beginning tax basis to such TrueBridge Member equal to its tax basis in the Units (or such property) exchanged therefor, the TrueBridge Member shall promptly repay an amount to the Company equal to the reduction in its taxes the TrueBridge Member has upon such taxable disposition as a result of such increased tax basis (not to exceed the tax distributions previously made to such TrueBridge Member), measured on a with and without basis.

4.3 **Allocations**. Profits and losses (and items of income, gain, loss, deduction and credit relating thereto) of the Company shall be allocated among the Members as provided in Annex 1.

4.4 **Withholding**. Notwithstanding anything in this Agreement to the contrary, the Company is authorized to withhold from distributions or other amounts allocable or payable to any Member such amount or amounts as shall be required by the Code, the Treasury Regulations and/or applicable provisions of State, local or non-U.S. tax law, and to remit such amount or amounts to the Internal Revenue Service and/or such other applicable State, local or non-U.S. taxing authority at such time or times as may from time to time be required by applicable law. Any amount so withheld and remitted to the applicable taxing authority shall be treated for all purposes of this Agreement (including, without limitation, for purposes of Section 4.1 and Section 4.2), as a distribution (or other payment, if applicable) by the Company to such Member.

ARTICLE 5
DESIGNATION, RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, AND DUTIES OF THE BOARD OF MANAGERS

5.1 **Board of Managers**. Subject to Sections 5.1.11 and 5.1.12 of Exhibit 5.1, the business of the Company shall be managed by a Board of Managers (the "Board of Managers " or "Board"), and the Persons constituting the Board of Managers shall be the "managers" of the Company for all purposes of the Act (each, a "Manager", and collectively, the "Managers"). The Board of Managers on the TrueBridge Closing Date shall be the Persons set forth in Exhibit 5.1. Thereafter, the Persons constituting the Board of Managers shall be determined in accordance with the provisions of Exhibit 5.1. Decisions of the Board of Managers shall be embodied in a vote or resolution adopted in accordance with the procedures set forth in Section 5.1.6 and Section 5.1.7 of Exhibit 5.1. Such decisions shall be decisions of the "manager" for all purposes of the Act and shall be carried out by officers or agents of the Company appointed by the Board of Managers in the vote or resolution in question or in one or more standing votes or resolutions.

5.2 **Authority of Board of Managers; Senior Manager**. Subject to the provisions of this Agreement that require the consent or approval of the Members (including Sections 5.1.11 and 5.1.12 of Exhibit 5.1), the Board of Managers shall have the exclusive power and authority to manage the business and affairs of the Company and to make all decisions with respect thereto. Except as otherwise expressly provided in this Agreement, the Board of Managers or Persons designated by the Board of Managers, including officers and agents appointed by the Board of Managers, shall be the only Persons authorized to execute documents which shall be binding on the Company. To the fullest extent permitted by Delaware law, but subject to any specific provisions hereof granting rights to any Member, the Board of Managers shall have the power to do any and all acts, statutory or otherwise, with respect to the Company or this Agreement, which would otherwise be possessed by any Member under the laws of the State of Delaware, and no Member shall have any power whatsoever with respect to the management of the business and affairs of the Company. The power and authority granted to the Board of Managers hereunder shall include all those necessary or convenient for the furtherance of the purposes of the Company and shall include the power to make all decisions with regard to the management, operations, assets, financing and capitalization of the Company, including, without limitation, but subject to the provisions of this Agreement that require the consent or approval of the Members or the

Keystone Board Designee pursuant to Section 5.1.11 of Exhibit 5.1 or the TrueBridge Board Designee or RCP Designee pursuant to Section 5.1.12 of Exhibit 5.1, the power and authority to undertake and make decisions concerning: (a) hiring and firing of employees, officers, attorneys, accountants, brokers, investment bankers and other advisors and consultants, (b) entering into of leases for real or personal property, (c) opening of bank and other deposit accounts and operations thereunder, (d) purchasing, constructing, improving, developing, maintaining and disposing of real property, (e) purchasing of insurance, goods, supplies, equipment, materials and other personal property, (f) borrowing of money, obtaining of credit, issuance of notes, debentures, securities, equity or other interests of or in the Company and securing of the obligations undertaken in connection therewith with mortgages on and security interests in all or any portion of the real or personal property of the Company, (g) making of investments in or the acquisition of securities of any person or entity, (h) giving of guarantees and indemnities, (i) entering into of contracts or agreements whether in the ordinary course of business or otherwise, (j) mergers with or acquisitions of other entities, (k) dissolution, (l) the sale or lease of all or any portion of the assets of the Company, (m) forming Subsidiaries or joint ventures, (n) compromising, arbitrating, adjusting and litigating claims in favor of or against the Company, and (o) all other acts or activities necessary or desirable for the carrying out of the purposes of the Company including, without limitation, any and all actions that the Company may take pursuant to Section 2.6.

5.3 **Officers; Agents**. Subject to the provisions of this Agreement that require the consent or approval of the Members or of the Keystone Board Designee pursuant to Section 5.1.11 of Exhibit 5.1 or of the TrueBridge Board Designee or RCP Designee pursuant to Section 5.1.12 of Exhibit 5.1, the Board of Managers by vote or resolution of the Board of Managers shall have the power to appoint agents (who may be referred to as officers) to act for the Company with such titles, if any, as the Board of Managers deems appropriate and to delegate to such officers or agents any powers granted to the Board of Managers hereunder, including the power to execute documents on behalf of the Company, as the Board of Managers may in its sole discretion determine; provided, however, that no such delegation by the Board of Managers shall cause the Persons constituting the Board of Managers to cease to be the "managers" of the Company within the meaning of the Act. The officers or agents so appointed shall include a senior manager (the "Senior Manager"), who shall be the Chair of the Board of Managers and the Chief Executive Officer and President of the Company and also may include persons holding titles such as Executive Vice President, Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer, Controller, or Secretary as set forth in Exhibit 5.3. Unless the authority of the agent designated as the officer in question is limited in the document appointing such officer or is otherwise specified by the Board of Managers, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of a Delaware corporation would have to act for a Delaware corporation in the absence of a specific delegation of authority and as more specifically set forth in Exhibit 5.3. The Board of Managers, in its sole discretion, may by vote or resolution of the Board of Managers ratify any act previously taken by an officer or agent acting on behalf of the Company.

5.4 **Board of Directors of Five Points**. On the Prior Effective Date, the Board of Managers, acting on behalf of the Company in its capacity as the sole shareholder of Five Points, exercised its voting rights as such a shareholder (a) to cause the board of directors of Five Points (the "Five Points Board") to consist of five (5) members, consisting of Jonathan B. Blanco, S. Whitfield Edwards, Scott L. Snow and Marshall C. White (the "Designated FP Directors") plus

one other individual designated by the P10 Member (which shall not be one of the sellers or a trustee of a seller under the FP Purchase Agreement) and (b) to cause the bylaws of Five Points to provide that a Designated FP Director, who at any time while a member of the Five Points Board renders services to Five Points or the Company or any of their respective Affiliates as his or her primary occupation, shall be deemed to have resigned as a member of the Five Points Board if he or she discontinues to render such services.

5.5 **Board Observer**.

5.5.1 So long as the Five Points Members continue to own or hold any Series A Preferred Units (or any Common Units that were converted from Series A Preferred Units), the Five Points Members shall be entitled to designate one individual who is David G. Townsend, Martin P. Gilmore, Thomas H. Westbrook, Christopher N. Jones or any other individual who is not an employee of the Company or any Affiliate of the Company (the "Series A Board Observer") to attend meetings of the Board of Managers in a nonvoting observer capacity; provided, however, that the Series A Board Observer shall be required to enter into a confidentiality agreement in the form of Exhibit 5.5 whereby such Series A Board Observer will agree to hold in confidence and trust all confidential information disclosed to such Series A Board Observer in accordance with such agreement; provided, further, that the Board of Managers reserves the right to exclude such Series A Board Observer from any meeting of the Board of Managers or any portion thereof (a "Confidential Session") upon the good faith determination by a majority of the members of the Board present at such meeting that (i) the Confidential Session will involve a discussion of competitively sensitive or confidential matters that should not be disclosed to such Series A Board Observer, or (ii) the presence of such Series A Board Observer during the Confidential Session may compromise or adversely affect any attorney-client privilege between the Company and its counsel. It at any time the Series A Board Observer shall fail to meet the eligibility requirements in this Section 5.5.1, then the Series A Board Observer shall be deemed to have resigned and the Five Points Members shall be entitled to appoint a new Series A Board Observer in accordance with the terms and conditions in this Section 5.5.1.

5.5.2 So long as the Keystone Member continues to own or hold any Series B Preferred Units (or any Common Units that were converted from Series B Preferred Units), the Keystone Member shall be entitled to designate one individual who is not an employee of the Company or any Affiliate of the Company (the "Keystone Board Observer") to attend meetings of the Board of Managers in a nonvoting observer capacity; provided, however, that the Keystone Board Observer shall be required to enter into a confidentiality agreement in the form of Exhibit 5.5 whereby such Keystone Board Observer will agree to hold in confidence and trust all confidential information disclosed to such Keystone Board Observer in accordance with such agreement; provided, further, that the Board of Managers reserves the right to exclude such Keystone Board Observer from any Confidential Session upon the good faith determination by a majority of the members of the Board present at such meeting that (i) the Confidential Session will involve a discussion of competitively sensitive or confidential matters that should not be disclosed to such Keystone Board Observer, or (ii) the presence of such Keystone Board Observer during the Confidential Session may compromise or adversely affect any attorney-client privilege between the Company and its counsel. If at any time the Keystone Board Observer shall fail to meet the eligibility requirements in this Section 5.5.2, then the Keystone Board Observer shall be deemed to have resigned and the Keystone Member shall be entitled to appoint a new Keystone Board Observer in accordance with the terms and conditions in this Section 5.5.2.

5.5.3 So long as the TrueBridge Members continue to own or hold any Series D Preferred Units (or any Common Units that were converted from Series D Preferred Units), the TrueBridge Members shall be entitled to designate one individual who is [Edwin Poston / Mel A. Williams] or any other individual who is not an employee of the Company or any Affiliate of the Company (the "TrueBridge Board Observer") to attend meetings of the Board of Managers in a nonvoting observer capacity; provided, however, that the TrueBridge Board Observer shall be required to enter into a confidentiality agreement in the form of Exhibit 5.5 whereby such TrueBridge Board Observer will agree to hold in confidence and trust all confidential information disclosed to such TrueBridge Board Observer in accordance with such agreement; provided, further, that the Board of Managers reserves the right to exclude such TrueBridge Board Observer from any Confidential Session upon the good faith determination by a majority of the members of the Board present at such meeting that (i) the Confidential Session will involve a discussion of competitively sensitive or confidential matters that should not be disclosed to such TrueBridge Board Observer, or (ii) the presence of such TrueBridge Board Observer during the Confidential Session may compromise or adversely affect any attorney-client privilege between the Company and its counsel. It at any time the TrueBridge Board Observer shall fail to meet the eligibility requirements in this Section 5.5.3, then the TrueBridge Board Observer shall be deemed to have resigned and the TrueBridge Members shall be entitled to appoint a new TrueBridge Board Observer in accordance with the terms and conditions in this Section 5.5.3.

5.5.4 The Series A Board Observer, the Keystone Board Observer and the TrueBridge Board Observer shall each have the same information rights and shall receive the same information packages (including "board packages") as the Managers.

5.6 **Management Fee**. So long as the Keystone Member continues to own or hold any Series B Preferred Units (or any Common Units that were converted from Series B Preferred Units), the Keystone Member shall be paid on a quarterly basis a fee equal to $250,000 for management and advisory services ("Management Services") rendered to the Company. Such management fee shall be paid in cash on the last day of each fiscal quarter, and such amount shall be pro rated for partial quarters. In addition, the Keystone Member will be reimbursed for all reasonable and documented out-of-pocket expenses actually incurred by or on behalf of the Keystone Member for Management Services related to potential Acquisitions; provided that such reimbursable amount shall not exceed $25,000 for any individual Acquisition without the Company's prior written consent.

ARTICLE 6
BOOKS, RECORDS, ACCOUNTING, AND REPORTS.

6.1 **Books and Records**.

6.1.1 The Company shall maintain at its principal office all of the following:

(a) true and full information regarding the status of the business and financial condition of the Company;

(b) promptly after becoming available, copies of any tax returns that the Company has filed;

(c) a current list of the name and last known business, residence or mailing address of each Member and Board of Managers;

(d) a copy of this Agreement and the Certificate and all amendments thereto, together with executed copies of any written powers of attorney pursuant to which this Agreement and any Certificate and all amendments thereto have been executed;

(e) true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by the Member as a Capital Contribution; and

(f) other information regarding the affairs of the Company as is required by the Act.

6.1.2 Each member of the Board of Managers shall have the right from time to time to examine and receive all of the information (including that described in Section 6.1.1) of the Company and its Subsidiaries for a purpose reasonably related to the position of a Manager and a member of the Board of Managers.

6.2 **Financial Statements**. The Board of Managers shall cause books of account to be maintained reflecting the operations of the Company. The Company will make available to each Member (i) quarterly unaudited financial statements within 30 days following the end of each quarter and (ii) annual audited financial statements within 120 days following the end of each fiscal year. So long as the Company is a Subsidiary of P10 Parent (or another parent company), the Company may satisfy its obligations under the immediately preceding sentence by furnishing the corresponding reports of P10 Parent (or such parent company). So long as the Keystone Member, any of the Five Points Members or any of the TrueBridge Members are a Member, the Company will also make available to each such Member annual budgets, monthly sales reports and other information reasonably requested by such Member. In addition, so long as the Keystone Member or any of the TrueBridge Members are a Member, the Company shall provide reasonable access to the Company's executive officers to each such Member, subject to customary confidentiality provisions.

ARTICLE 7
TAXES

7.1 **Partnership Classification**. As long as the Company has more than one Member, it is the intention of the Company and the Members that the Company be treated as a partnership for federal and all relevant state income tax purposes and neither the Company nor the Members shall take any action or make any election which is inconsistent with such tax treatment, except as otherwise permitted under the terms of this Agreement. All provisions of this Agreement are to be construed so as to preserve the Company's income tax classification as a partnership. It is the intention of the Company and the Members that the Company will not be treated as a "publicly traded partnership" as such term is defined in Section 7704(b) of the Code and the Treasury Regulations thereunder, and the Board will not consent to any transfer of Company Units that it determines in its sole discretion will cause such "publicly traded partnership" treatment.

7.2 **Tax Returns**. The Board of Managers shall arrange for the preparation and timely filing (at the Company's expense) of all Company tax returns and shall reasonably and promptly furnish to the Members all pertinent information in the Board of Managers' possession relating to Company operations that the Members need to complete their respective income tax returns. The Members shall furnish to the Board of Managers all pertinent information in the Member's possession relating to Capital Contributions that is necessary to enable any Company tax returns to be prepared and filed. The Company shall deliver to each of its Member (i) within ninety (90) days after the Company's tax year- end, an estimated Schedule K-1 for such tax year based on best-available information to date, and (ii) within 180 days after the Company's tax year-end, a final Schedule K-1, along with copies of all other federal, state and local income tax returns or reports filed by the Company for such year.

7.3 **Notice of Proceedings**. The Board of Managers, on the one hand, and the Members, on the other hand, shall use their best efforts to keep each other informed of any administrative and judicial proceedings for the adjustment of taxes imposed with respect to the Company's activities, or any extension of the period of limitations for making assessments of any tax with respect to the Company, or of any agreement with a taxing authority that would result in any material change to a tax return.

7.4 **Certain Tax Covenants**. The Company shall provide the applicable Preferred Unitholder with prior written notice, and shall obtain such Preferred Unitholder's consent (not to be unreasonably withheld, conditioned or delayed), before it or any of its Subsidiaries effects any transaction outside the ordinary course of business that would reasonably be expected to require the Company to recognize income or gain in excess of $100,000 that would be allocated to such Member under Section 704(c) of the Code (or that would require such Member to recognize gain in excess of $100,000 under Section 737 of the Code) if such transaction would not be accompanied with a cash distribution to such Member in an amount at least equal to such allocated income or gain multiplied by an assumed tax rate equal to the highest maximum combined marginal federal, state and local income tax rates (including any tax rate imposed on "net investment income" by section 1411 of the Code) applicable to an individual resident in the locality where the Member resides (taking into account the character of such taxable income and the deductibility of state and local income tax for federal income tax purposes (to the extent applicable). The Company agrees, for all relevant tax purposes, to treat the assumption of any liabilities of TrueBridge Capital Partners, LLC and its subsidiaries pursuant to the Sale and Purchase Agreement dated as of August 24, 2020 by and among TrueBridge Capital Partners, LLC, EAP, MAW, the Company, P10 Parent and certain other parties (the "TrueBridge Purchase Agreement") as the assumption by the Company of a "qualified liability" as defined in Treasury Regulations Section 1.707-5(a)(6).

ARTICLE 8
RIGHTS AND POWERS OF THE MEMBERS

8.1 **No Management and Control**. Except as expressly provided in this Agreement, the Members shall not take part in or interfere in any manner with the management of the business and affairs of the Company or have any right or authority to act for or bind the Company.

8.2 **Meeting of the Members**. No annual meeting of the Members shall be required.

8.3 **Disassociation; No Dissolution Upon Bankruptcy of a Member**. Notwithstanding any other provision of this Agreement, the Bankruptcy (as defined below) of a Member or any other events specified in Section 18-304 of the Act with respect to a Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, the Members waive any right they might have to agree in writing to dissolve the Company upon the Bankruptcy of a Member or the occurrence of an event that causes any Member to cease to be a member of the Company. For the purposes of this paragraph, "Bankruptcy" shall mean, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if within 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, such the proceeding has not been dismissed, or if within 90 days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

8.4 **Limitation of Liability**. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member will be obligated personally for any such debt, obligation or liability of the Company or of any of its subsidiaries or other Members by reason of being a Member. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member will have any fiduciary or other duty to another Member with respect to the business and affairs of the Company or of any of its subsidiaries. No Member will have any responsibility to restore any negative balance in his or her Capital Account or to contribute to or in respect of the liabilities or obligations of the Company or of any of its subsidiaries or return distributions made by the Company.

8.5 **Withdrawal; Resignation**. So long as a Member continues to own or hold any Units, such Member shall not have the ability to resign as a Member prior to the dissolution and winding up of the Company and any such resignation or attempted resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to own or hold any Units, such Person shall no longer be a Member.

8.6 **Death of a Member**. The death of any Member shall not cause the dissolution of the Company. In such event, the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be transferred to such Member's heirs subject to the terms and conditions of this Agreement (provided that, within a reasonable time after such transfer, the applicable heirs shall sign and deliver to the Company a counterpart of this Agreement).

8.7 **Spouse of a Member**. Spouses of the Members that are natural persons do not become Members as a result of such marital relationship, but the Members acknowledge that the interest held by a Member spouse may nevertheless be community property. Each spouse of a Member that is a natural person shall be required to execute a spousal consent in the form of Exhibit 8.7 to evidence his or her agreement and consent to be bound by the terms and conditions of this Agreement as to his or her interest, whether as community property or otherwise, if any, in the Units owned by such Member.

ARTICLE 9
DISSOLUTION

9.1 **Dissolution**. The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

9.1.1 an election by the Board of Managers to dissolve, wind up or liquidate the Company together with the written consent of each of (i) the P10 Member, (ii) the consent of holders of at least a majority of the Series A Preferred Units outstanding at the time and (iii) the consent of holders of at least a majority of the Series D Preferred Units outstanding at the time;

9.1.2 the sale, disposition or transfer of all or substantially all of the assets of the Company; or

9.1.3 the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

Except as otherwise set forth in this Section 9.1, the Company is intended to have perpetual existence.

9.2 **Liquidation and Termination**.

On the dissolution of the Company, the Board of Managers shall act as liquidator or (in its sole discretion) may appoint one (1) or more representatives, Members or other Persons as liquidator(s). The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company with all of the power and authority of the Managing Member. The steps to be accomplished by the liquidators are as follows:

9.2.1 First, the liquidators shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation, all Management Services obligations and all amounts owed for outstanding Redemptions that have been exercised in accordance with Section 3.8.3) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine);

9.2.2 Second, after payment or provision for payment of all of the Company's liabilities has been made in accordance with Section 9.2.1, the Company shall distribute to each Preferred Unitholder with respect to its Preferred Units the sum of (a) any accrued undistributed preferred return, determined pursuant to Section 4.1.2 through the date of such distribution, with respect to such Preferred Units, plus (b) the Issue Price with respect to such Preferred Units (such sum, with respect to each series of Preferred Units, the "Liquidation Preference"). If there are not enough proceeds to make all payments under this Section 9.2.2, payments shall be made pro rata among the Preferred Unitholders based on the Liquidation Preference amounts payable to them.

9.2.3 Third, after payment or provision for payment of all of the Company's liabilities has been made in accordance with Section 9.2.1 and distributions to the Preferred Unitholders have been made in accordance with Section 9.2.2, the Company shall distribute to the P10 member an amount equal to the amount of the then-remaining unpaid RCP Seller Obligations.

9.2.4 Fourth, after payment or provision for payment of all of the Company's liabilities has been made in accordance with Section 9.2.1 and distributions to the Preferred Unitholders and P10 Member have been made in accordance with Section 9.2.2 and Section 9.2.3, all remaining assets of the Company shall be distributed to the Common Unitholders, pro rata based on the number of Common Units held by each Common Unitholder.

9.3 **Cancellation of Certificate**. On completion of the distribution of Company assets as provided herein, the Company is terminated (and the Company shall not be terminated prior to such time), and the Board of Managers (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 9.4.

9.4 **Reasonable Time for Winding Up**. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 9.2 to minimize any losses otherwise attendant upon such winding up.

9.5 **Return of Capital**. The Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members shall have no recourse against the Company or any other Member or any other Person.

9.6 **HSR Act**. Notwithstanding any other provision in this Agreement, in the event that the Hart- Scott-Rodino Antitrust Improvements Act of l976 (the "HSR Act") is applicable to any Member by reason of the fact that any assets of the Company or common stock of P10 Parent or New P10 Parent shall be distributed to such Member in connection with the dissolution of the Company, the dissolution of the Company shall not be consummated until such time as the applicable waiting periods (and extensions thereof) under the HSR Act have expired or otherwise been terminated with respect to each such Member.

ARTICLE 10
INDEMNIFICATION

10.1 **General**. The Company shall indemnify, defend, and hold harmless the Board of Managers and each Officer appointed by the Board of Managers pursuant to Section 5.3 to the maximum extent allowed by law, and may indemnify, defend and hold harmless the employees and agents of the Company, (all indemnified persons being referred to as "Indemnified Persons"), from any liability, loss, or damage incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Person by virtue of such Person's position with the Company, including reasonable attorneys' fees and costs and any amounts expended in the settlement of any such claims of liability, loss, or damage.

10.2 **Exculpation**. No Indemnified Person shall be liable, in damages or otherwise, to the Company or to the Members for any loss that arises out of any act performed or omitted to be performed by the Members pursuant to the authority granted by this Agreement if (a) either (i) the Indemnified Person, at the time of such action or inaction, believed, in good faith, that such Indemnified Person's course of conduct was in, or not opposed to, the best interests of the Company, or (ii) in the case of inaction by the Indemnified Person, the Indemnified Person did not intend such Indemnified Person's inaction to be harmful or opposed to the best interests of the Company, and (b) the conduct of the Indemnified Person did not constitute fraud, gross negligence, willful misconduct by such Indemnified Person or breach by any Indemnified Person of this Agreement.

10.3 **Persons Entitled to Indemnity**. Any Person who is within the definition of Indemnified Person at the time of any action or inaction in connection with the business of the Company shall be entitled to the benefits of this Article 10 as an Indemnified Person with respect thereto, regardless whether such Person continues to be within the definition of Indemnified Person at the time of such Indemnified Person's claim for indemnification or exculpation hereunder.

10.4 **Procedure Agreements.** The Company may enter into an agreement with any of its employees and agents, or the Board of Managers, setting forth procedures consistent with applicable law for implementing the indemnities provided in this Article 10.

10.5 **Fiduciary and Other Duties**.

10.5.1 An Indemnified Person acting under this Agreement shall not be liable to the Company or to any other Indemnified Person for such Indemnified Person's good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties (including fiduciary duties) and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Indemnified Person.

10.5.2 Whenever in this Agreement an Indemnified Person is permitted or required to make a decision (a) in such Indemnified Person's "discretion" or under a grant of similar authority or latitude, the Indemnified Person shall be entitled to consider only such interests and factors as he or she desires, including such Indemnified Person's own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (b) in such Indemnified Person's "good faith" or under another express standard, the Indemnified Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

10.5.3 Unless otherwise expressly provided herein, (a) whenever a conflict of interest exists or arises between Indemnified Persons, or (b) whenever this Agreement or any other agreement contemplated herein or therein provides that the Board of Managers shall act in a manner that is, or provides terms that are, fair and reasonable to the Company or the Member, the Board of Managers shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Board of Managers, the resolution, action or term so made, taken or provided by the Board of Managers shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the Board of Managers at law, in equity or otherwise.

10.5.4 Without limiting the provisions of Section 8.4, the Company and each Member and their respective Affiliates, employees, agents and representatives, hereby waive any claim or cause of action against the Keystone Member (and any Manager appointed by the Keystone Member) for any breach of any fiduciary duty to the Company or its Subsidiaries or any of their respective equityholders (including the Members) by any such Person, including any claim that may result from (x) any conflict of interest, including any conflict of interest between the Company or its Subsidiaries or any of their respective equityholders (including the Members) and such Person or otherwise, (y) any breach of the duty of loyalty or (z) any breach of the duty of care. Each Member acknowledges and agrees that in the event of any conflict of interest, each such Person may, so long as such action does not constitute a breach of the implied covenant of good faith and fair dealing, act in the best interests of such Person or its Affiliates, employees, employers, agents and representatives (subject to the limitations set forth above in this Section 10.5.4). The Keystone Member (and any Manager appointed by the Keystone Member) shall not be obligated to recommend or take any action that prefers the interests of the Company or its Subsidiaries or any of their respective equityholders (including the Members) over the interests of such Person or its Affiliates, employees, employers, agents or representatives, and each of the Company and each Member hereby waives the fiduciary duties, if any, of such Person to the Company and/or its Members, including in the event of any such conflict of interest or otherwise.

ARTICLE 11
MISCELLANEOUS

11.1 **Additional Documents**. At any time and from time to time after the date of this Agreement, upon the request of the Board of Managers, the Members shall do and perform, or cause to be done and performed, all such additional acts and deeds, and shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all such additional instruments and documents, as may be required to effectuate the purposes and intent of this Agreement.

11.2 **General**. This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws; and (ii) may be executed in more than one counterpart as of the day and year first above written.

11.3 **Execution of Papers**. The Members, by the execution of this Agreement, irrevocably constitutes and appoints the Senior Manager, each other member of the Board of Managers and/or any Person designated by the Board of Managers to act on each such Member's behalf for purposes of this Section 11.3 each such Member's true and lawful attorney-in-fact with full power and authority in such Member's name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices the following documents as may be necessary or appropriate to carry out the provisions of this Agreement:

11.3.1 all certificates and other instruments (specifically including counterparts of this Agreement), and any amendment thereof, that the Board of Managers deems appropriate to qualify or continue the Company as a limited liability company in any jurisdiction in which the Company may conduct business or in which such qualification or continuation is, in the opinion of the Board of Managers, necessary to protect the limited liability of the Members;

11.3.2 [all amendments to this Agreement adopted in accordance with the terms hereof;]and

11.3.3 all conveyances and other instruments that the Board of Managers deems appropriate to reflect the dissolution of the Company.

The appointment by the Members of each member of the Board of Managers and/or any Person designated by the Board of Managers as each such Member's attorney-in-fact shall be deemed to be a power coupled with an interest, in recognition of the fact that the Members will be relying upon the power of the Board of Managers to act as contemplated by this Agreement in any filing and other action by the Members on behalf of the Company, and shall survive and shall not be affected by the subsequent disability, incapacity, the bankruptcy, dissolution, death, adjudication of incompetence or insanity of the Member.

11.4 **Gender and Number**. Whenever required by the context, as used in this Agreement the singular number shall include the plural, the plural shall include the singular, and all words herein in any gender shall be deemed to include the masculine, feminine and neuter genders.

11.5 **Severability**. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

11.6 **Headings**. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

11.7 **Benefits of Agreement; No Third-Party Rights**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of any Member, and nothing in this Agreement shall be deemed to create any right in any Person (other than the Persons entitled to indemnification as set forth in Article 10 and the fiduciary duty disclaimer provisions set forth in Section 10.5) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

11.8 **Amendments**. Except as provided in Section 3.8.1, this Agreement may be amended, modified, or waived only by the prior written consent of the Board of Managers and Members holding a majority of the Common Units; provided, (a) that no amendment of this Agreement that adversely affects the rights of any indemnitee under Article 10 with respect to acts or omissions of such indemnitee at any time prior to such amendment shall apply to such indemnitee without the written consent of such indemnitee, (b) no amendment may modify any provision of Section 3.8 in a manner that is adverse to the holders of any series of Preferred Units without the prior written consent of the holders of a majority of the outstanding Preferred Units of such series (or Common Units into which such Preferred Units have been converted), including, for the avoidance of doubt and notwithstanding the "except as" clause at the beginning of this Section 11.8, no amendment to the last sentence of Section 3.8.1(a) that is adverse to the holders of any series of Preferred Units without the prior written consent of the holders of a majority of the outstanding Preferred Units of such series (or Common Units into which such Preferred Units have been converted), (c) no amendment may modify Section 3.9 in any material respect without the prior written consent of the holders of a majority of the then outstanding Series A and B Preferred Units (or Common Units into which such Preferred Units have been converted), voting as a single class, and the then outstanding Series D Preferred Units (or Common Units into which such Preferred Units have been converted), (d) in the event the Keystone Member is eligible to designate a Keystone Board Designee pursuant to Section 5.1.1(b) of Exhibit 5.1, no amendment of this Agreement may modify Section 4.1, this Section 11.8 or Exhibit 5.1 without the consent of the Keystone Member, (e) in the event the TrueBridge Members are eligible to designate a TrueBridge Board Designee pursuant to Section 5.1.1(c) of Exhibit 5.1, no amendment of this Agreement may modify Section 4.1, this Section 11. 8, or Exhibit 5.1 without the consent of the holders of a majority of the then outstanding Series D Preferred Units (or Common Units into which such Preferred Units have been converted) and (f) no amendment of this Agreement may modify any of the terms and conditions of this Agreement which terms and conditions expressly require the approval or action of certain Persons without obtaining the consent of the requisite

number or specified percentage of such Persons who are entitled to approve or take action on such matter. Notwithstanding the foregoing, any amendment that would require any Member to contribute or loan additional funds to the Company or impose personal liability upon any Member shall not be effective against such Member without its written consent. For purposes of clause (b) of this Section 11.8, the Series C Preferred Units shall be treated as a single series, except in the case where an amendment is adverse to the Series C-2 Preferred Units and not the Series C-1 Preferred Units, in which case the Series C-2 Preferred Units shall be treated as a separate series.

11.9 **Counterparts**. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which shall be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

11.10 **Addresses and Notices**. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made when (a) delivered personally to the recipient, (b) sent by facsimile to the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if sent by facsimile before 5:00 p.m. New York time on a Business Day, and otherwise on the next Business Day, or (c) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the address for such recipient set forth on Schedule A attached hereto, or in the Company's books and records, or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Any notice to the Board of Managers or the Company shall be deemed given if received by the Managing Member at the principal office of the Company set forth on Schedule A.

11.11 **Complete Agreement**. This Agreement and the other agreements referred to herein embody the complete agreement of the parties and supersede any prior understandings, agreements or representations, written or oral, which may have related to the subject matter hereof and thereof.

[SIGNATURE PAGE FOLLOWS]

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

BOARD OF MANAGERS:

Robert H. Alpert

C. Clark Webb

William F. Souder, Jr.

Jeff Gehl

Scott Gwilliam

[Signatures continue on following page]

MEMBERS:

P10 HOLDINGS, INC.

By: _____
Name:
Title:

KEYSTONE CAPITAL XXX, LLC

By: _____
Name:
Title:

TRUEBRIDGE COLONIAL FUND,
U/A DATED 11/15/2015

By: _____
Name:
Title:

MAW MANAGEMENT CO.

By: _____
Name:
Title:

DEFINED TERMS

"**Acquisition**" shall mean the acquisition of property or assets or capital stock of any Person by the Company or any of its Subsidiaries.

"**Acquisition EBITDA**" means the EBITDA generated by the property, assets or Person in an Acquisition for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the completion of such Acquisition.

"**Act** " shall mean the Delaware Limited Liability Company Act, 6 Del. L. § 18-101, *et seq.*, as it may be amended from time to time, and any successor thereto.

"**Affiliate**" means, with respect to a Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling directly or indirectly ten percent (10%) or more of the outstanding voting securities of such Person, (iii) any officer, director, manager or partner of such Person, or (iv) any officer, director, manager or partner of a Person described in the foregoing clauses (i) or (ii). An Entity shall be deemed to be an Affiliate of the Company if the Company, directly or indirectly, has twenty five percent (25)% or greater voting power with respect to the Entity.

"**Agreement**" means this Second Amended and Restated Limited Liability Company Agreement of the Company dated as of the TrueBridge Closing Date, including all of the attached Exhibits, Annexes and Schedules, as amended from time to time.

"**Annex**" references mean an annex to this Agreement.

"**Appraisal Firm**" is defined in Section 3.8.3(b).

"**Appraiser Valuation**" is defined in Section 3.8.3(c).

"**Assumed Liabilities**" means (i) all obligations of P10 Parent pursuant to that certain Contribution and Exchange Agreement, dated as of October 5, 2017 (the "RCP2 Acquisition Agreement"), by and among P10 Parent and each of the members of RCP Advisors 2, LLC, a Delaware limited liability company, a party thereto, (ii) all obligations of P10 Parent pursuant to that certain Membership Interest Purchase Agreement, dated as of October 5, 2017 (the "RCP3 Acquisition Agreement"), by and among P10 Parent and each of the members of RCP Advisors 3, LLC, a Delaware limited liability company, a party thereto and (iii) the fees, costs and expenses related to the FP Acquisition; provided that in the case of clauses (i) and (ii), there shall be excluded all notes payable issued by P10 Parent pursuant to and in connection with the RCP2 Acquisition Agreement or the RCP3 Acquisition Agreement and the obligation to make the "Amortization Benefit Payments (as defined in the RCP3 Acquisition Agreement) (such notes payable and obligation, the "RCP Seller Obligations").

"**Assumed Tax Rate**" as of an applicable date of determination of Fair Market Redemption Value means the Company is liable for U.S. federal, state and local income taxes in future periods with respect to its projected income in such future periods (at the tax rates in effect and known to be coming into effect as of the applicable valuation date) as if it were treated as a taxable U.S. corporation with the same tax attributes (including net operating loss carryovers) as P10 Parent has as of the applicable valuation date (taking into account any future termination or phase down of such tax attributes or their carryover that would be applicable to P10 Parent).

"**Available Cash**" means all cash and cash equivalents of the Company that the Board of Managers determines is available for distribution to the Members, after taking into account amounts determined by the Board of Managers to be reasonably necessary or advisable to be retained by the Company to meet actual or anticipated expenses, capital investments, working capital needs or liabilities (actual, contingent or otherwise) of the Company (including, without limitation, Management Services obligations owed to a Member) or to create reasonable reserves for any of the foregoing.

"**Bankruptcy**" is defined in Section 8.3.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act.

"Board of Managers" or **"Board"** is defined in Section 5.1.

"**Board Valuation**" is defined in Section 3.8.3(c).

"**Business Day**" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or the State of Texas shall not be regarded as a Business Day.

"**Call Option**" is defined in Section 3.3(b).

"**Call Option Purchase Agreement**" means a purchase agreement containing representations and warranties substantially similar to the representations and warranties contained in the Series B Preferred Unit Purchase Agreement, dated as of April 1, 2020, by and between Keystone and the Company, and other customary provisions related to the exercise of the Call Option, including that the obligation for the Company to issue, and Keystone to purchase, the Series B Preferred Units related to such Option Exercise is contingent on the concurrent closing of the applicable Acquisition.

"**Capital Contribution**" means with respect to the Member, the amount of money plus the Fair Market Value of any property (net of liabilities assumed or to which the property is subject) contributed to the Company pursuant to the terms of this Agreement.

"**Certificate**" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Act.

"**Change of Control**" means (a) the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or business combination), the result of which is that any Person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), excluding the Permitted Holders, becomes the Beneficial Owner, directly or indirectly, of more than fifty percent (50%) of the Voting Stock of New P10 Parent, P10 Parent or the Company, measured by voting power rather than number of shares or (b) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of P10 Parent and its subsidiaries or the Company and its subsidiaries, in each case taken as a whole.

"**Change of Control Redemption**" is defined in Section 3.8.2(c).

"**CofC Redemption Amount**" is defined in Section 3.8.2(c).

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future federal tax law.

"**Common Unitholder**" means a holder of Common Units.

"**Common Units**" is defined in Section 3.1.1.

"**Company**" means P10 Intermediate Holdings LLC, a Delaware limited liability company.

"**Company Notice**" is defined in Section 3.3(b).

"Confidential Session" is defined in Section 5.5.1.

"Conversion" is defined in Section 3.8.2(a).

"**Conversion Notice**" is defined in Section 3.8.2(d).

"Credit Documents" means (a) the Credit and Guaranty Agreement, dated October 7, 2017, by and among P10 RCP Holdco, LLC, as borrower, P10 Parent and certain of its subsidiaries, as guarantors, various lenders, and HPS Investment Partners, LLC, as administrative agent and collateral agent, as amended by the First Amendment to Credit and Guaranty Agreement and Limited Consent, dated January 3, 2018, the Second Amendment to Credit and Guaranty Agreement, dated as of November 21, 2018, the Limited Consent, dated as of January 16, 2020, the Third Amendment to Credit and Guaranty Agreement and Limited Consent, dated as of April 1, 2020 and the Fourth Amendment to Credit and Guaranty Agreement, dated as of [•], 2020 and as may be further amended, restated, extended, renewed or otherwise modified from time to time (all of the foregoing, the "HPS Credit Agreement"), and the other "Credit Documents" as defined in the HPS Credit Agreement, as amended (the HPS Credit Agreement and such other "Credit Documents," collectively, the "HPS Documents") and (b) any other documents and agreements that amend, restate, extend, renew, supplement or otherwise modify, refund, replace or refinance the HPS Documents.

"**Default Causing Put**" is defined in Section 3.8.3(a).

"**Definitive Agreement**" is defined in Section 3.3(b).

"**Designated FP Directors**" is defined in Section 5.4.

"**Designated TrueBridge Managers**" is defined in Section 5.7.

"**EAP**" is defined in the introductory paragraph to this Agreement.

"EBITDA" means, with respect to any Person for any period, the consolidated net income of such person plus (i) the consolidated income tax expense of such Person for such period, (ii) the consolidated interest expense of such Person for such period and (iii) the depreciation and amortization expenses of such Person for such period, plus any pro forma expense and cost reductions or other identifiable synergies for such period as identified in a "quality of earnings" or similar report from a national accounting firm. EBITDA shall be determined from the applicable Person's consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles consistently applied.

"**Prior Effective Date**" is defined in the Recitals.

"**Entity**" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

"**Equity Securities**" means (i) any Units, capital stock, partnership, membership or limited liability company interests or other equity interests (including other classes, groups or series thereof having such relative rights, powers and/or obligations as may from time to time be established by the Board of Managers, including rights, powers and/or obligations different from, senior to or more favorable than existing classes, groups and series of Units, capital stock, partnership, membership or limited liability company interests or other equity interests, and including any profits interests), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests, and (iii) warrants, options or other rights to purchase or otherwise acquire Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests.

"**Exchange**" is defined in Section 3.8.2(b).

"**Exchange Notice**" is defined in Section 3.8.2(d).

"**Exchange Act**" means the Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder, as amended.

"**Excluded Units**" means (a) Units, convertible securities and options issued to existing or former officers, directors, employees or consultants of the Company and its Subsidiaries in exchange for bonafide services provided to the Company and its Subsidiaries pursuant to an equity incentive, stock or unit grant, stock or unit purchase or similar plan or arrangement existing as of the date hereof or thereafter approved by the Board of Managers, including any Units issuable upon exercise of any such convertible security or option or settlement of any award issued under any such plan or arrangement and (b) Units issuable to the Members on the TrueBridge Closing Date as provided in this Agreement.

"**Exhibit**" references mean an exhibit to this Agreement.

" **Fair Market Value** " means, with respect to any asset or securities, the fair market value for such assets or securities as between a willing buyer and a willing seller in an arm's length transaction occurring on the date of valuation, taking into account all relevant factors determinative of value, as determined in good faith by the Board of Managers.

"**Fair Market Redemption Value**" with respect to any Units being redeemed by the Company pursuant to Section 3.8.3 means the price that the Units would be bought and sold for in a transaction between a willing buyer and a willing seller in an arm's length transaction, each having all relevant knowledge, occurring on the date of valuation, taking into account all relevant factors determinative of value (provided, for the avoidance of doubt, such valuation shall not take into account any marketability or liquidity discounts or any premium related to the size of the block of Units being sold, shall not take into account the market price of the shares of P10 Parent Common Stock on the pink sheets, and shall assume the Company is liable for U.S. federal, state and local income taxes in future periods with respect to its projected income in such future periods at the Assumed Tax Rate); provided, that if the Units being redeemed are Preferred Units, the Fair Market Redemption Value shall be the greater of (A) the Fair Market Redemption Value of such Preferred Units (assuming such Preferred Units are converted into Common Units in a Conversion and have zero accrued undistributed preferred return determined pursuant to Section 4.1.2) and (B) the Issue Price with respect to such Preferred Units, in each case plus the amount of any accrued undistributed preferred return with respect to such Preferred Units, determined pursuant to Section 4.1.2 through the date of such determination; provided further, that if the shares of New P10 Parent Common Stock or P10 Parent Common Stock, as the case may be, are listed on a National Securities Exchange at the time of such redemption, then the Fair Market Redemption Value of the Units being redeemed (under clause (A) above only) shall be determined by multiplying (i) in the case of the shares of New P10 Parent Common Stock so listed, (x) the number of shares of New P10 Parent Common Stock into which such Units to be redeemed would be exchangeable pursuant to Section 3.8.2(b) by (y) the daily volume-weighted average closing trading price of the shares of New P10 Parent Common Stock on the National Securities Exchange on which such shares are listed or admitted to trading for the twenty (20) Trading Days ending two (2) Trading Days before the date of such redemption and (ii) in the case of the shares of P10 Parent Common Stock so listed, (x) the number of Units to be redeemed pursuant to Section 3.8.3 multiplied by (y) the P10 Parent Share Equivalent multiplied by (z) the daily volume-weighted average closing trading price of the shares of P10 Parent Common Stock on the National Securities Exchange on which such shares are listed or admitted to trading for the twenty (20) Trading Days ending two (2) Trading Days before the date of such redemption.

"**First Amended and Restated Agreement**" is defined in the Recitals.

"**Fiscal Year**" means the fiscal year of the Company, which shall be the calendar year, or such other fiscal year as determined by the Board of Managers or such shorter period as otherwise required by the Code.

"**Five Points**" means Five Points Capital, Inc., a North Carolina corporation.

"**Five Points Board**" is defined in Section 5.4.

"**Five Points Members**" means the FP Persons and Project Star LLC and their transferees acquiring Units in a Permitted Transfer described in any of clauses (i) through (v) of the definition of Permitted Transfer.

"**FP Acquisition**" means acquisition of all of the shares of Five Points pursuant to the Sale and Purchase Agreement, dated as of January 16, 2020, by and among Five Points, David G. Townsend, Trustee of the David G. Townsend Revocable Living Trust Agreement dated September 9, 2004, Martin P. Gilmore, Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, Thomas H. Westbrook and Christopher N. Jones, David G. Townsend (in his capacity as the Seller Representative), the Company, and P10 Parent, solely for purposes of Section 11.12 of such agreement, as the same may be amended, supplemented or otherwise modified from time (the "**FP Purchase Agreement**").

"**FP Purchase Agreement**" is defined in the definition of FP Acquisition.

"**Fully Diluted Basis**" means as if all securities eligible for conversion into or exercisable or exchangeable for Units had been converted or exercised in full (excluding (a) any Units that may be issued upon the exercise of options under any equity incentive plan if such options have not vested and (b) any Units that may be issued upon the settlement of restricted equity units under any equity incentive plan if such restricted equity units have not vested).

"**HPS Documents**" is defined in the definition of "Credit Documents."

"**HSR Act**" is defined in Section 9.6.

"Indemnified Persons" is defined in Section 9.1.

"**Investors**" means collectively the Five Points Members, the Keystone Members, the RCP Members, the TrueBridge Members and FPLLC.

"**Issuance Notice**" is defined in Section 3.3(c).

" **Issue Price**" means $3.00 per Preferred Unit, except that for the Series D Preferred Units it means $3.30 per Preferred Unit.

"**Keystone**" is defined in the introductory paragraph to this Agreement.

" **Keystone Member** " means Keystone and its transferees acquiring Units in a Permitted Transfer described in any of clauses (i) through (v) of the definition of Permitted Transfer.

"**Keystone Board Observer**" is defined in Section 5.5.

"**Leverage Ratio**" means the "Leverage Ratio", as such term is defined in the HPS Credit Agreement, or any substantially equivalent successor term in any subsequent Credit Documents described in clause (b) of the definition of the term "Credit Documents" herein, in each case measured as of the date of determination, based on the "Annualized Adjusted Consolidated EBITDA" as such term is defined in the HPS Credit Document (or other applicable EBITDA measure as per the terms of such ratio under any subsequent Credit Documents) in respect of the

financial period specified therein most recently ended for which financial statements of the Company have been delivered under the Credit Documents, and adjusted on a pro forma basis to the extent provided in Section 6.8(d) of the HPS Credit Agreement or the successor pro forma adjustment provision applicable under any subsequent Credit Documents described in clause (b) of the definition of such term herein.

"**Liquidation Preference**" is defined in Section 9.2.

"**Management Services**" is defined in Section 5.6.

"**MAW**" is defined in the introductory paragraph to this Agreement.

"**Member**" shall mean any Common Unitholder, any Series A Preferred Unitholder, any Series B Preferred Unitholder, any Series C Preferred Unitholder, any Series D Preferred Unitholder and any other classes of Members established by the Board of Managers in accordance with the terms of this Agreement.

" **National Securities Exchange**" means the New York Stock Exchange, the NYSE AMEX Equities or the Nasdaq Stock Market (or any successor thereof).

"**New P10 Parent** " means a newly formed Delaware corporation which, upon consummation of an Uplist Event or Public Offering, will own all of the equity interests in P10 Parent, and the former stockholders of P10 Parent will be stockholders in New P10 Parent.

"**New P10 Parent Common Stock**" means the common stock of New P10 Parent.

"**New Securities**" means all Equity Securities in the Company or its Subsidiaries other than (a) Excluded Units; (b) Units issued on a pro rata basis as a unit dividend or upon any unit split or other subdivision of units; (c) Units issued as consideration in connection with an Acquisition, including Equity Securities issued to P10 Parent in connection with the contribution of assets, property or capital stock of any Person to the Company, but only under circumstance in which P10 Parent acquired such assets, property or capital stock in exchange for P10 Parent stock; (d) Units issued pursuant to a Public Offering, or convertible securities or Units issuable upon exercise or conversion of convertible securities issued pursuant to a Public Offering, in each case with aggregate proceeds of at least $50,000,000; (e) Series B Preferred Units issued pursuant to the Call Option; (g) Series D Preferred Units issued pursuant to Section 3.1(g) or Section 3.2(e) of the TrueBridge Purchase Agreement; and (h) Units issued upon exercise or conversion of convertible securities with respect to which the Investors previously had the opportunity to exercise the preemptive rights set forth in Section 3.3(c).

"**Objection Notice**" is defined in Section 3.8.3(b).

"**Offered Securities**" is defined in Section 3.3(c).

"**Option Issue Price**" means $3.00 per Series B Preferred Unit.

"**P10 Member**" means P10 Parent in its capacity as a Common Unitholder.

"**P10 Parent**" is defined in the introductory paragraph to this Agreement.

"**P10 Parent Common Stock**" means the common stock, par value $0.001 per share, of P10 Parent.

"**P10 Parent Share Equivalent**" means one share of P10 Parent Common Stock, subject to adjustment as provided in Section 3.8.2(e)(ii).

"**Permitted Holders**" means (i) New P10 Parent and its subsidiaries, (ii) P10 Parent and its subsidiaries, (iii) the RCP Members, their owners and beneficiaries and any of their or their owners' or beneficiaries' respective family members, heirs or estates or any trust or other Persons controlled by or for the benefit of any such RCP Member, owner, beneficiary, family member, heir or estate, (iv) 210/P10 Acquisition Partners, LLC, a Texas limited liability company, and its Affiliates and (v) Robert Alpert and C. Clark Webb and any of their respective family members, heirs or estates or any trust or other Persons controlled by or for the benefit of any of Robert Alpert, C. Clark Webb, or any such family member, heir or estate.

"**Permitted Transfer**" means (i) a transfer pursuant to the will of a deceased Member that is a natural person, (ii) a transfer by a Member that is an entity, other than the P10 Member, to its direct equity owners, (iii) a transfer to a trust established by or for the benefit of a Member of which only such Member and/or his or her immediate family members are beneficiaries, (iv) a transfer to any Person established for the benefit of, and beneficially owned and controlled by, a Member, (v) a transfer to an entity all of the equity owners of which are employees of Five Points, or a transfer to an entity all of the equity owners of which are employees of TrueBridge, including estate planning vehicles, and (vi) any pledge by a Member in connection with any indebtedness of the P10 Member or any of its Affiliates.

"**Person**" means an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership, or any other legal entity.

"**Preemptive Period**" is defined in Section 3.3(c).

" **Preferred Units**" means the Series A Preferred Units, the Series B Preferred Units, the Series C Preferred Units and the Series D Preferred Units.

"**Preferred Unitholder**" means a holder of Preferred Units.

"**Prior Agreement**" is defined in the Recitals.

"**Pro Rata Share**" means, with respect to an Investor, the quotient obtained by dividing (a) the number of Units owned by such Investor by (b) the number of Units outstanding on a Fully Diluted Basis. In the event that the Keystone Member is purchasing additional Series B Preferred Units pursuant to the Call Option in Section 3.3(b) concurrently with the purchase of New Securities pursuant to Section 3.3(c), then clauses (a) and (b) of the immediately preceding sentence shall include such number of Series B Preferred Units to be purchased pursuant to the Call Option in calculating the Pro Rata Share of the Keystone Member.

"**Public Offering**" means an initial public offering of the capital stock of New P10 Parent, P10 Parent, the Company or any Subsidiary.

"**Purchase Notice**" is defined in Section 3.3(c).

"**Qualified Public Offering**" means an underwritten Public Offering of the capital stock of New Parent that implies a pro forma market capitalization of at least $750 million (as determined by the underwriters in the public offering) and includes an offering of at least $75 million which includes a secondary offering with respect to (i) shares otherwise to be held by Keystone Member equal to at least $15 million (or such lesser amount as agreed to by the Keystone Member), (ii) shares otherwise to be held by the Five Points Members of at least 44.67% of the secondary offering amount to be sold by Keystone Member and (iii) shares otherwise to be held by the TrueBridge Members of at least $15 million (or such lesser amount as agreed to by the TrueBridge Members); provided, for the avoidance of doubt, that all of the Keystone Member's, the Five Points Members' and the TrueBridge Members' Units that are not exchanged and sold in such secondary offering shall be exchanged into shares of New Parent Common Stock pursuant to Section 3.8.2(b).

"**RCP Members**" means Thomas P. Danis, Jr. as Trustee of the Thomas P. Danis, Jr. Revocable Living Trust dated March 10, 2003, as amended, Jeff P. Gehl as Trustee of the Jeff P. Gehl Living Trust dated January 25, 2011, Charles K. Huebner as Trustee of the Charles K. Huebner Trust dated January 16, 2001, Souder Family LLC, a Delaware limited liability company, Jon I. Madorsky as Trustee of the Jon I. Madorsky Revocable Trust dated December 1, 2008, David McCoy, Alexander Abell, Michael Feinglass, Andrew Nelson and Nell Blatherwick, and their transferees acquiring Units in a Permitted Transfer described in any of clauses (i) through (v) of the definition of Permitted Transfer.

"**RCP Seller Obligations**" is defined in the definition of "Assumed Liabilities."

"**RCP2 Acquisition Agreement**" is defined in the definition of "Assumed Liabilities."

"**RCP3 Acquisition Agreement**" is defined in the definition of "Assumed Liabilities."

"**Redeemed Units**" is defined in Section 3.8.3(b).

"**Redeeming Holder**" is defined in Section 3.8.3(b).

"**Redeeming Holder Valuation**" is defined in Section 3.8.3(c).

"**Redemption**" is defined in Section 3.8.3(b).

" **Schedule**" references mean a schedule to this Agreement unless the context clearly requires otherwise.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Senior Manager**" is defined in Section 5.3.

" **Series A, B and D Preferred Units**" means collectively the Series A Preferred Units, the Series B Preferred Units and the Series D Preferred Units.

"**Series A, B and D Preferred Unitholder**" means a holder of Series A, B and D Preferred Units.

"**Series A Board Observer**" is defined in Section 5.5.1.

"**Series A Preferred Units**" is defined in Section 3.1.1.

"**Series A Preferred Unitholder**" means a holder of Series A Preferred Units.

"**Series B Preferred Units**" is defined in Section 3.1.1.

"**Series B Preferred Unitholder**" means a holder of Series B Preferred Units.

"**Series C Preferred Units**" is defined in Section 3.1.1.

"**Series C Preferred Unitholder**" means a holder of Series C Preferred Units (including, for the avoidance of doubt, a holder of Series C-1 Preferred Units or Series C-2 Preferred Units).

"**Series C-2 Preferred Unitholder**" means a holder of Series C-2 Preferred Units.

"**Series D Preferred Units**" is defined in Section 3.1.1.

"**Series D Preferred Unitholder**" means a holder of Series D Preferred Units.

"**Subsidiary**" means any Person that is controlled, either directly or indirectly, by the Company.

"**Trading Day**" means a day on which the principal National Securities Exchange on which the shares of New P10 Parent Common Stock or P10 Parent Common Stock, as the case may be, are listed or admitted to trading is open for the transaction of business.

"**Transfer**" means a sale, assignment, pledge, encumbrance, abandonment, disposition or other transfer and may be used either as a verb or a noun.

"**TrueBridge**" means TrueBridge Capital Partners LLC, a Delaware limited liability company.

"**TrueBridge Board**" is defined in Section 5.7.

"**TrueBridge Board Observer**" is defined in Section 5.5.3.

"**TrueBridge Closing Date**" is defined in the introductory paragraph to this Agreement.

"**TrueBridge Members**" means EAP and MAW and their transferees acquiring Units in a Permitted Transfer described in any of clauses (i) through (v) of the definition of Permitted Transfer (which, for this purpose and for Permitted Transfers, further includes transferees that would be a Permitted Transfer if Edwin Poston and/or Mel A. Williams were a TrueBridge Member).

"**TrueBridge Purchase Agreement**" is defined in Section 7.4.

"**Unit**" means an ownership interest in the Company including any and all benefits to which the holder of such Units may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement, including all Common Units, Series A Preferred Units, Series B Preferred Units, Series C Preferred Units, Series D Preferred Units or Units of any other class of the Company.

"**Unitholder**" means a holder of Units.

"**Uplist Event**" means the listing of New P10 Parent Common Stock on a National Securities Exchange.

"**Voting Stock**" of any specified Person as of any date means the capital stock of such Person that is at the time entitled (without reference to the occurrence of any contingency) to vote in the election of the directors, managers or trustees of such Person.

BOARD OF MANAGERS

5.1.1. Number; Voting Rights.

(a) The Board of Managers shall consist of six (6) members. Subject to Section 5.1.11, the Board of Managers may increase or decrease the number of Managers from time to time upon a majority vote of the Board of Managers; *provided* that the Board of Managers shall have no fewer than five (5) Managers at any time. Each Manager shall serve until such time until his or her death or resignation from the Board of Managers, or until his or her removal from the Board of Managers as set forth in Section 5.1.2 of this Exhibit. As of the TrueBridge Closing Date, the Managers shall be Robert H. Alpert, C. Clark Webb, William F. Souder, Jr., Jeff Gehl, Scott Gwilliam and [Edwin Poston / Mel A. Williams].

(b) So long as the Keystone Member owns or holds at least 75% of the Series B Preferred Units (including, for this purpose, any Common Units that were converted from Series B Preferred Units) owned or held by it on the Prior Effective Date, one of the Managers shall be designated by Keystone; provided, however, that if the size of the Board of Managers is increased to nine (9) or more Managers, then two of the Managers shall be designated by the Keystone Member (each person designated by the Keystone Member, a "Keystone Board Designee"). For the avoidance of doubt, the Keystone Board Designee as of the date hereof is Scott Gwilliam.

(c) So long as the TrueBridge Members own or hold at least 50% of the Series D Preferred Units (including, for this purpose, any Common Units that were converted from Series D Preferred Units) owned or held by them on the TrueBridge Closing Date, one of the Managers shall be designated by the TrueBridge Members; provided, however, that if the size of the Board of Managers is increased to nine (9) or more Managers, then two of the Managers shall be designated by the TrueBridge Members (each person designated by the TrueBridge Members, a "TrueBridge Board Designee"). For the avoidance of doubt, the TrueBridge Board Designee as of the date hereof is [Edwin Poston / Mel A. Williams].

(d) Each of the Managers shall have one (1) vote on all Company matters put to the vote of the Board of Managers.

5.1.2. Resignation: Removal of a Manager; Vacancies.

(a) Resignation. A Manager may resign at any time by giving written notice to that effect to the Board of Managers. Any such resignation shall take effect at the time of the receipt of such notice or any later effective time specified in such notice, and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. In the event that the Keystone Member no longer owns or holds 75% of the Series B Preferred Units (including, for this purpose, any Common Units that were converted from Series B Preferred Units) owned or held by it on the Prior Effective Date, then any Keystone Board Designee shall immediately resign. In the event that the TrueBridge Members no longer own or hold 50% of the Series D Preferred Units (including, for this purpose, any Common Units that were converted from Series D Preferred Units) owned or held by them on the Prior Effective Date, then any TrueBridge Board Designee shall immediately resign.

(b) Removal. The P10 Member may remove and replace any Manager (other than the Keystone Board Designee(s) and the TrueBridge Board Designee(s)) at any time, with or without cause. The Keystone Member may remove and replace any Keystone Board Designee(s) at any time, with our without cause. The TrueBridge Members may remove and replace any TrueBridge Board Designee(s) at any time, with or without cause.

(c) Vacancies. In the event of a vacancy on the Board of Managers, the P10 Member shall elect a Manager to fill each vacancy; *provided*, that (i) if the Keystone Member has the right to designate a Keystone Board Designee and the vacancy was caused by the death, resignation or removal of a Keystone Board Designee (other than pursuant to the penultimate sentence of Section 5.1.2(a)) or the vacancy was due to the authorization by the Board of Directors of a newly created ninth Manager, then such vacancy shall be filled by the Keystone Member and (ii) if the TrueBridge Members have the right to designate a TrueBridge Board Designee and the vacancy was caused by the death, resignation or removal of a TrueBridge Board Designee (other than pursuant to the last sentence of Section 5.1.2(a)), then such vacancy shall be filled by the TrueBridge Members.

5.1.3 Meetings. Meetings of the Board of Managers may be held at any time and at any place within or without the State of Delaware designated in the notice of the meeting, when called by the Senior Manager or any other Manager, notice thereof being given to each Manager by the Secretary or by the Senior Manager pursuant to Section 5.1.4. Notwithstanding the foregoing, meetings of the Board of Managers shall be held no less frequently than quarterly, unless otherwise elected by majority vote of the Board of Managers.

5.1.4. Notice. It shall be reasonable and sufficient notice to a Manager to send notice in person by overnight delivery, by facsimile or by telephone at least forty-eight (48) hours before the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by such Manager before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of proper notice to such Manager. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

5.1.5. Quorum. Except as may be otherwise provided by law, at any meeting of the Board of Managers, Managers then in office holding not fewer than a majority of the votes shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

5.1.6. Action by Vote. Subject to Sections 5.1.11 and 5.1.12 a quorum is present at any meeting, the vote of not fewer than a majority of the quorum shall be the act of the Board of Managers.

5.1.7. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if all the Managers consent thereto in writing, and such writing or writings are filed with the records of the meetings of the Board of Managers. Such consent shall be treated for all purposes as the act of the Board of Managers.

5.1.8. Participation in Meetings by Conference Telephone. Managers may participate in a meeting of the Board of Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute presence in person at such meeting.

5.1.9. Compensation. In the discretion of the Board of Managers, each Manager (other than a Manager who is a full-time employee of the Company) may be paid such fees for such Manager's services as Manager and be reimbursed for such Manager's reasonable expenses incurred in the performance of such Manager's duties as Manager as the Board of Managers from time to time may determine. Nothing contained in this Section shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation therefor.

5.1.10. Committees. The Board of Managers may designate one or more committees, with each committee to consist of one or more of the Managers of the Company; provided, that for so long as the Keystone Member has the right to designate any Managers to the Board pursuant to Section 5.1.1(b), the Keystone Board Designee(s) will have proportionate representation (but no less than one member) on each committee, subject to applicable law and listing requirements.

5.1.11. Special Approval Matters by Keystone Board Designee. Notwithstanding anything in the Agreement to the contrary, neither the Company (including the Board of Managers) nor any of its controlled Subsidiaries (including the board of managers, board of directors or similar governing bodies thereof) shall take any of the following actions without the prior written approval (including via e-mail) of at least the Keystone Board Designee (or, if there are two Keystone Board Designees, at least one (1) Keystone Board Designee):

(a) adversely alter or change the rights, preferences or privileges of the Series B Preferred Units;

(b) create (by reclassification or otherwise) any new class or series of equity interests having rights, preferences or privileges senior to or on parity with the Series B Preferred Units;

(c) increase or decrease the authorized number of Series B Preferred Units;

(d) issue any additional Series B Preferred Units;

(e) except as provided in Sections 3.8.2 and 3.8.3, effect an exchange, reclassification or cancellation of the Series B Preferred Units;

(f) authorize or issue any shares of any capital stock or other equity securities (other than ordinary course issuances of management equity included in an approved budget);

(g) amend, alter or repeal any provision of the Company's or any of its controlled Subsidiary's organizational documents (including this Agreement) (or approve any amendment, alteration or repeal of any provision of a non-controlled Subsidiary) in a manner that adversely affects the Series B Preferred Units or the rights of any of the holders of the Series B Preferred Units;

(h) declare or pay any dividend or distribution other than (i) from a Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company, (ii) from a non-controlled Subsidiary to its owners as required by such Subsidiary's governing documents, (iii) from a controlled Subsidiary that is not wholly-owned as required by such Subsidiary's governing documents and (iv) distributions on the Preferred Units or distributions permitted under Section 4.1;

(i) enter into or modify a material transaction with an Affiliate;

(j) except as provided in Sections 3.8.2 and 3.8.3, redeem, acquire, purchase or otherwise retire for value (except in connection with repurchases under any equity incentive programs upon termination of employment to the extent permitted by the terms of the indebtedness of Company and its Subsidiaries) any equity of the Company or its controlled Subsidiaries, or approve any redemption, acquisition, purchase or otherwise retirement for value of any equity of a non-controlled Subsidiary;

(k) adopt or amend the annual budget, including any compensation increases for the executive team;

(l) except as provided in the budgeted approved in clause (k), make capital expenditures in excess of $5,000,000 in a calendar year;

(m) increase the Company's and its controlled Subsidiaries' aggregate indebtedness to any amount that would cause the Company's Leverage Ratio to exceed 5.0:1.0 on a pro forma basis for such incurrence and the use of proceeds thereof;

(n) except as provided in the budget approved in clause (k), enter into or consummate any acquisition or sale, divestiture, merger or transfer of assets in excess of $5,000,000 in any one transaction (or series of related transactions), or in the aggregate in any 12-month period, other than any acquisition, sale, divestiture or transfer that constitutes a Change of Control;

(o) enter into any contract that would prohibit or materially restrict the Company's ability to perform any of its obligations under the FP Purchase Agreement or any agreement contemplated by the FP Purchase Agreement, including this Agreement and any agreement for the issuance of Preferred Units on the Prior Effective Date;

(p) materially alter the Company's principal line of business;

(q) change the size of the Board;

(r) settle or compromise any claim in excess of $5,000,000 by or against the Company or any of its Subsidiaries;

(s) effect any voluntary liquidation, dissolution or winding up of the Company or any of its controlled Subsidiaries;

(t) select, hire or terminate the employment of the Company's chief executive officer or chief financial officer (or modify the employment terms of those individuals); or

(u) approve any of the foregoing with respect to a non-controlled Subsidiary.

5.1.12 Special Approval Matters by TrueBridge Board Designee. Notwithstanding anything in the Agreement to the contrary, neither the Company (including the Board of Managers) nor any of its controlled Subsidiaries (including the board of managers, board of directors or similar governing bodies thereof) shall take any of the following actions without the prior written approval (including via e-mail) of at least the TrueBridge Board Designee (or, if there are two TrueBridge Board Designees, at least one (1) TrueBridge Board Designee):

(a) adversely alter or change the rights, preferences or privileges of the Series D Preferred Units;

(b) create (by reclassification or otherwise) any new class or series of equity interests having rights, preferences or privileges senior to or on parity with the Series D Preferred Units;

(c) increase or decrease the authorized number of Series D Preferred Units;

(d) issue any additional Series D Preferred Units;

(e) except as provided in Sections 3.8.2 and 3.8.3, effect an exchange, reclassification or cancellation of the Series D Preferred Units;

(f) [intentionally omitted]

(g) amend, alter or repeal any provision of the Company's or any of its controlled Subsidiary's organizational documents (including this Agreement) (or approve any amendment, alteration or repeal of any provision of a non-controlled Subsidiary) in a manner that adversely affects the Series D Preferred Units or the rights of any of the holders of the Series D Preferred Units;

(h) [intentionally omitted]

(i) enter into or modify a material transaction with an Affiliate of the Company or P10 Parent other than compensation arrangements with officers and other employees of P10 Parent or its subsidiaries in the ordinary course of business;

(j) [intentionally omitted]

(k) [intentionally omitted]

(l) [intentionally omitted]

(m) [intentionally omitted]

(n) [intentionally omitted]

(o) enter into any contract that would prohibit or materially restrict the Company's ability to perform any of its obligations under the TrueBridge Purchase Agreement or any agreement contemplated by the TrueBridge Purchase Agreement, including this Agreement and any agreement for the issuance of Preferred Units on the TrueBridge Closing Date;

(p) materially alter the Company's principal line of business;

(q) [intentionally omitted];

(r) [intentionally omitted]

(s) [intentionally omitted]

(t) select, hire or terminate the employment of the Company's chief executive officer (or modify the employment terms of that individual in any material respect); or

(u) approve any of the foregoing with respect to a non-controlled Subsidiary.

In addition, if the Keystone Member no longer has the right to designate a Keystone Board Designee or the Keystone Board Member otherwise does not have any of the approval rights under Section 5.1.11, each of (i) the TrueBridge Board Designee shall also have all of the approval rights set forth in Section 5.1.11, as if they were added to this Section 5.1.12 and (ii) one member of the Board of Managers designated by the holders of Series C-1 Preferred Units (the "RCP Designee") shall also have all of the approval rights set forth in Section 5.1.11.

OFFICERS

5.3.1. Officers. Officers and agents of the Company, if any, shall be appointed by the Board of Managers from time to time in its discretion. An officer may be but none (other than the Chief Executive Officer who shall be the Senior Manager) need be a Manager. Any two or more offices may be held by the same person. Any officer may be required by the Board of Managers to secure the faithful performance of the officer's duties to the Company by giving bond in such amount and with sureties or otherwise as the Board of Managers may determine.

5.3.2. Powers. Subject to the limitations set forth in Section 5.3 of the Agreement, each officer shall have, in addition to the duties and powers herein set forth, the duties and powers set forth in Section 5.3 of the Agreement or delegated to such officer as provided in said Section 5.3.

5.3.3. Election. Officers may be elected by the Board of Managers at any time. At any time or from time to time the Board of Managers may delegate to any officer their power to elect or appoint any other officer or any agents.

5.3.4. Tenure. Subject to Section 5.2 of the Agreement, each officer shall hold office until the first meeting of the Board of Managers following the beginning of the next Fiscal Year and until such officer's respective successor is chosen and qualified unless a shorter period shall have been specified by the terms of such officer's election or appointment, or in each case until such officer sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain their authority at the pleasure of the Board of Managers, or the officer by whom such agent was appointed or by the officer who then holds agent appointive power.

5.3.5. Resignation; Removal; Vacancies. Any officer or agent may resign by delivering a written letter of resignation to the Senior Manager, the Secretary or to the Board of Managers which resignation shall not require acceptance and, unless otherwise specified in the letter of resignation, shall be effective upon receipt. The Board of Managers or the officer appointing the officer or agent may remove any officer or agent at any time without giving any reason for such removal and no officer or agent or shall be entitled to any damages by virtue of such officer's removal from office or such position as agent. If any office becomes vacant, the position may be filled by the Board of Managers or in such other manner as the officer in question was appointed.

5.3.6. President and Vice Presidents. The Senior Manager, or if he is unavailable, his designee, shall preside, or designate the person who shall preside, at all meetings of the Member.

The Senior Manager shall be the Chief Executive Officer and President and shall have direct charge of all business operations of the Company and, subject to the control of the Board of Managers, shall have general charge and supervision of the business of the Company.

Any vice presidents shall have duties as shall be designated from time to time by the Board of Managers or by the Senior Manager.

5.3.7. Treasurer and Assistant Treasurers. Unless the Board of Managers otherwise specifies, the Treasurer shall be the chief financial officer of the Company and shall be in charge of its funds and valuable papers, and shall have such other duties and powers as may be designated from time to time by the Board of Managers or the Senior Manager. If no Controller is elected, the Treasurer shall, unless the Board of Managers or otherwise specifies, also have the duties and powers of the Controller.

Any Assistant Treasurers shall have such duties and powers as shall be designated from time to time by the Board of Managers or the Senior Manager.

5.3.8. Controller and Assistant Controllers. If a Controller is elected, the Controller shall, unless the Board of Managers otherwise specifies, be the chief accounting officer of the Company and be in charge of its books of account and accounting records, and of its accounting procedures. The Controller shall have such other duties and powers as may be designated from time to time by the Board of Managers or the Senior Manager.

Any Assistant Controller shall have such duties and powers as shall be designed from time to time by the Board of Managers or the Senior Manager.

5.3.9. Secretary and Assistant Secretaries. The Secretary shall record all proceedings of the members and the Board of Managers in a book or series of books to be kept therefor and shall file therein all actions by written consent of the Board of Managers. In the absence of the Secretary from any meeting, an Assistant Secretary, or if there be one or no Assistant Secretary is present, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall keep or cause to be kept records, which shall contain the names and record addresses of all members. The Secretary shall have such other duties and powers as may from time to time be designated by the Board of Managers or the Senior Manager.

Any Assistant Secretaries shall have such duties and powers as shall be designated from time to time by the Board of Managers or the Senior Manager.

5.3.10 Execution of Papers. Except as the Board of Managers may generally or in particular cases authorize the execution thereof in some other manner, and subject to the limitations set forth in Section 5.3 of the Agreement, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the Company shall be signed by the Senior Manager, a Vice President or the Treasurer.

5.3.11. Initial Officers. The initial officers of the Company as of the Prior Effective Date, who shall serve pursuant to Sections 5.3.4 and 5.3.5 of this Exhibit 5.3 shall be as follows:

Office	Name
Senior Manager, President and Chief Executive Officer	William F. Souder, Jr.
Vice President	Jeff P. Gehl
Treasurer and Controller	Andrew Nelson
Secretary	Nell Blatherwick

Schedule A

SCHEDULE OF MEMBERS OF
P10 INTERMEDIATE HOLDINGS, LLC

As of [•], 2020

Exhibit C

Form of Notice

Exhibit D

Form of Company LLC Agreement

Exhibit E

Form of Press Release

Exhibit 10.6

Execution version

SECURITIES PURCHASE AGREEMENT

by and among

P10 INTERMEDIATE HOLDINGS LLC, as the Buyer,

ENHANCED CAPITAL GROUP, LLC and
ENHANCED CAPITAL PARTNERS, LLC, as the Companies,

THE PARTIES SET FORTH ON SCHEDULE A, as the Sellers,

THE PARTIES SET FORTH ON SCHEDULE B, as the Seller Owners, solely for purposes of Section 6.18,

STONE POINT CAPITAL LLC, solely in its capacity as the Seller Representative,

and

P10 HOLDINGS, INC., solely for purposes of Section 5.1, Section 5.2, Section 5.3, Section 5.7, Section 5.8, Section 5.9, Section 6.20, Section 6.24 and Section 11.22

Dated as of November 19, 2020

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

TABLE OF CONTENTS
(Continued)

TABLE OF CONTENTS
(Continued)

Exhibits and Schedules

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is dated as of November 19, 2020, by and among (i) P10 Intermediate Holdings LLC, a Delaware limited liability company ("Buyer"), (ii) Enhanced Capital Group, LLC, a Delaware limited liability company ("ECG") and Enhanced Capital Partners, LLC, a Delaware limited liability company ("ECP" and together with ECG, the "Companies" and each, a "Company"), (iii) the parties set forth on Schedule A (the "Sellers" and each, a "Seller"), (iv) solely for purposes of Section 6.18, the parties set forth on Schedule B (the "Seller Owners" and each, a "Seller Owner"), (v) solely in its capacity as the representative of the Sellers, Stone Point Capital LLC, a Delaware limited liability company (the "Seller Representative"), and (vi) solely for purposes of Section 5.1, Section 5.2, Section 5.3, Section 5.7, Section 5.8, Section 5.9, Section 6.20, Section 6.24 and Section 11.22, P10 Holdings, Inc., a Delaware corporation ("Holdings").

RECITALS

WHEREAS, Trident V, L.P., a Cayman Islands exempted limited partnership, Trident V Professionals Fund, L.P. a Cayman Islands exempted limited partnership, and Trident V Parallel Fund, L.P., a Cayman Islands exempted limited partnership (collectively, the "Trident Sellers"), collectively own 100% of the issued and outstanding shares of common stock, par value $0.01 per share (the "Trident Shares") of each of (i) Trident ECP Holdings, Inc., a Delaware corporation ("Trident ECP") and (ii) Trident ECG Holdings, Inc., a Delaware corporation ("Trident ECG," and together with Trident ECP, collectively, the "Blockers");

WHEREAS, VCPE III LLC, a Delaware limited liability company ("Vulcan"), owns 4% of the ordinary common units of ECG (the "VECG Units");

WHEREAS, the Sellers other than the Trident Sellers and Vulcan (collectively, the "Other Sellers") collectively own 48% of the ordinary common units of ECG (the "MECG Units");

WHEREAS, Trident ECG owns 48% of the ordinary common units of ECG (the "TECG Units," and together with the MECG Units and the VECG Units, collectively, the "ECG Units");

WHEREAS, Trident ECP owns 49% of the ordinary common units of ECP (the "ECP Units");

WHEREAS, certain of the other Sellers collectively own 100% of the incentive common units of Enhanced Tax Credit Finance, LLC, a Delaware limited liability company and direct subsidiary of ECG ("ETCF", and such incentive common units, the "ETCF Units");

WHEREAS, that certain Reorganization Agreement (the "Reorganization Agreement"), dated as of the date hereof, by and among ECG, ECP, ECH, ETCF, Enhanced Permanent Capital, LLC, a Delaware limited liability company, and solely for limited purposes specified therein, Michael Korengold, has been entered into concurrently with the execution of this Agreement;

WHEREAS, those certain Contribution Agreements (the "Reinvestment Agreements"), dated as of the date hereof, by and among Buyer and certain recipients of the ICU Equivalent Cash Bonus Payments, have been entered into concurrently with the execution of this Agreement; and

WHEREAS, the Sellers wish to sell to the Buyer, and the Buyer wishes to purchase from the Sellers, the Purchased Interests subject to the terms and conditions set forth herein;

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 **Certain Defined Terms**. For purposes of this Agreement:

"Accrued and Unpaid Expenses " means (i) the accrued and unpaid expenses of the Enhanced Entities set forth on the applicable Preliminary Closing Balance Sheets that remain unpaid at December 31, 2020 and (ii) any other expenses of the Enhanced Entities incurred between the Closing Date and December 31, 2020 in the ordinary course of business consistent with past practice that remain accrued and unpaid at December 31, 2020.

"Action" means any claim, action, suit, inquiry, proceeding, audit or investigation by or before any Governmental Authority, or any other arbitration, mediation or similar proceeding.

"Adjustment Escrow Amount" means $250,000.

"Adjustment Escrow Fund" means the Adjustment Escrow Amount deposited with the Escrow Agent, as such amount may be increased or decreased as provided in this Agreement and the Escrow Agreement, including any interest or other amounts earned thereon.

"Adviser Compliance Policies" is defined in Section 3.23(a).

"Advisers Act" shall mean the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. Notwithstanding the foregoing, in the case of the Enhanced Entities, the term "Affiliate" shall not include (x) other "portfolio companies" of any funds managed or controlled by Stone Point Capital LLC or its Affiliates or (y) Tree Line or its Affiliates, including any funds managed or controlled by Tree Line or its Affiliates.

"Agreement" is defined in the preamble.

"Allocation Schedule" is defined in Section 2.4.

"Alternative Financing" is defined in Section 6.14(d).

"Ancillary Agreements" means the executed Escrow Agreement, Existing Confidentiality Agreement, Korengold Employment Agreement, Reorganization Agreement, Buyer LLC Agreement, Equityholders Agreement, and all other agreements, documents and instruments executed by any party concurrently with, or expressly required to be delivered by any party pursuant to, this Agreement.

"Applicable Securities Laws" shall mean the Advisers Act, the Investment Company Act, the Exchange Act, the Securities Act, applicable state blue sky laws and securities regulations and other applicable Laws relating to securities or investment advisers, whether foreign or domestic.

"Basket Amount" is defined in Section 9.5.

"Blocker Investment Activities" is defined in Section 4.2(f).

"Blockers" is defined in the recitals.

"Business" means the business conducted by the Enhanced Entities as of the date hereof.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York or Dallas, Texas.

"Buyer" is defined in the preamble.

"Buyer Group" means the Buyer, Holdings, and any of their respective direct or indirect Subsidiaries.

"Buyer Group Investor" means any Person (i) that was invested in any pooled investment vehicle, separate account or other financial product sponsored or managed by the Buyer Group or its Affiliates, or an advisory client of Buyer Group or its Affiliates, during the Restricted Period (a) that a Seller or Seller Owner knew, or reasonably should have known based on such Seller's or Seller Owner's role with the Buyer Group or its Affiliates, was an investor in such entities, or (b) with whom such Seller or Seller Owner had contact in its role with the Buyer Group or its Affiliates; or (ii) with whom such Seller or Seller Owner knew the Buyer Group or its Affiliates had discussions about becoming a Buyer Group Investor during the Restricted Period and who becomes a Buyer Group Investor within the six (6) month period after the expiration of the Restricted Period. Buyer Group Investor also means any person or entity that was an advisor, consultant, or manager of any Person referred to in clauses (i) or (ii) of the preceding sentence.

"Buyer Indemnified Parties" is defined in Section 9.2(a).

"Buyer LLC Agreement" means the Third Amended and Restated Limited Liability Company Agreement of Buyer effective prior to the Closing Date in substantially the form attached hereto as Exhibit G.

"Buyer Material Adverse Effect" means any event, change, circumstance, occurrence, effect, result or state of facts that, individually or in the aggregate, (i) is or would reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), cash flows, or results of operations of the Buyer Group, taken as a whole, or (ii) materially impairs the ability of the Buyer Group to consummate, or prevents or materially delays, the transactions contemplated by this Agreement or the Ancillary Agreements or would reasonably be expected to do so; provided, however, that in the case of clause (i) only, Buyer Material Adverse Effect shall not include any event, change, circumstance, occurrence, effect or state of facts to the extent resulting from (1) changes generally affecting the industries in which the Buyer Group operates, or the economy or the financial or securities markets, in the United States, (2) the outbreak of war or acts of terrorism, (3) changes in Law or GAAP first announced or proposed after the date of this Agreement, (4) any change generally affecting the industries in which the Buyer Group operates, (5) any national or international political conditions, including the threatening or engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country or jurisdiction in which the Buyer Group operates or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel, (6) any earthquake, natural disaster or other act of God, (7) the announcement or pendency of the transactions contemplated by this Agreement (including by reason of the identity of Sellers, the Target Entities, or any of their respective Affiliates or any communication by the Sellers, the Target Entities, or any of their respective Affiliates regarding its plans or intentions with respect to the business of any Target Entity, and including the impact thereof on relationships with customers, suppliers, distributors, partners or employees or others having relationships with the Buyer Group or any Target Entity), and (8) the compliance with the express terms of this Agreement or the taking of any action required by this Agreement or taken with the prior consent of the Seller Representative, the Sellers, or the Target Entities, including the impact thereof; provided further, that any event, change, circumstances, occurrence, effect or state of facts referred to in the immediately preceding clauses (1), (2), (3), (4), (5), or (6) will be taken into account for purposes of determining whether there has been a Buyer Material Adverse Effect to the extent such event, change, circumstances, occurrence, effect or state of facts adversely affects the Buyer Group in a disproportionately adverse manner relative to other companies operating in the industries in which the Buyer Group operates, and then only such disproportionate impact shall be considered.

"Buyer Related Party" is defined in Section 11.19(b).

"Buyer's Notice of Disagreement" is defined in Section 2.4(b).

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act, as signed in to law by the President of the United States on March 27, 2020.

"Cash" means, as of a specified date, the aggregate amount of all cash and cash equivalents of each Enhanced Entity (other than the Permanent Capital Funds) required to be reflected as cash and cash equivalents on a consolidated balance sheet of such Person as of such date prepared in accordance with GAAP, net of (i) any outstanding checks, wires and bank overdrafts of such Target Entity, (ii) any amounts relating to Restricted Cash, (iii) for purposes of Section 2.5 and Section 2.6 only, any Accrued and Unpaid Expenses, and (iv) for purposes of Section 2.5 and Section 2.6 only, as of December 31, 2020, any cash resulting from deferred revenue on the consolidated balance sheet of the Enhanced Entities as of December 31, 2020, in the case of each of clauses (i) and (ii), whether or not required to be reported as such under GAAP.

"CEA" means the Commodity Exchange Act of 1936, as amended, and the rules and regulations promulgated thereunder.

"Claim" is defined in Section 11.20(a)(iv).

"Claim Notice" is defined in Section 9.4(a).

"Closing" is defined in Section 2.2.

"Closing Balance Sheet" is defined in Section 2.6(a).

"Closing Date" is defined in Section 2.2.

"Closing Payoff Indebtedness" is defined in Section 2.6(a).

"Closing Payment" is defined in Section 2.4(a).

"Closing Transaction Expenses" is defined in Section 2.6(a).

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" means, collectively, ECP and ECG.

"Company Material Adverse Effect" means any event, change, circumstance, occurrence, effect, result or state of facts that, individually or in the aggregate, (i) is or would reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), cash flows, or results of operations of the Target Entities, taken as a whole or (ii) materially impairs the ability of the Sellers or the Target Entities to consummate, or prevents or materially delays, the transactions contemplated by this Agreement or the Ancillary Agreements or would reasonably be expected to do so; provided, however, that in the case of clause (i) only, Company Material Adverse Effect shall not include any event, change, circumstance, occurrence, effect or state of facts to the extent resulting from (1) changes generally affecting the industries in which the Target Entities operate, or the economy or the financial or securities markets, in the United States, (2) the outbreak of war or acts of terrorism, (3) changes in Law or GAAP first announced or proposed after the date of this Agreement, (4) any change generally affecting the industries in which the Target Entities operate, (5) any national or international political conditions, including the threatening or engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country or jurisdiction in which any of the Target Entities operate or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel, (6) any earthquake, natural disaster or other act of God, (7) the announcement or pendency of the transactions contemplated by this Agreement (including by reason of the identity of the Buyer Group or any of their Affiliates or any communication by the Buyer Group or their Affiliates regarding its plans or intentions with respect to the business of any Target Entity, and including the impact thereof on relationships with

customers, suppliers, distributors, partners or employees or others having relationships with any Target Entity), and (8) the compliance with the express terms of this Agreement or the taking of any action required by this Agreement or taken with the prior consent of the Buyer, including the impact thereof; provided further, that any event, change, circumstances, occurrence, effect or state of facts referred to in the immediately preceding clauses (1), (2), (3), (4), (5), or (6) will be taken into account for purposes of determining whether there has been a Company Material Adverse Effect to the extent such event, change, circumstances, occurrence, effect or state of facts adversely affects the Target Entities in a disproportionately adverse manner relative to other companies operating in the industries in which the Target Entities operate, and then only such disproportionate impact shall be considered.

"Company Registered IP" is defined in Section 3.14(e).

"Competitive Activity" is defined in Section 6.18(b)(ii).

"Competitive Enterprise" is defined in Section 6.18(b)(iii).

"Confidential Information" is defined in Section 6.9(c).

"Contract" means any legally binding contract, agreement, arrangement or understanding, whether written or oral.

"control," including the terms "controlled by" and "under common control with," 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, as trustee or executor, as general partner or managing member, by Contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"CRBT Debt" means Indebtedness under that certain Revolving Loan Agreement, dated June 16, 2017, by and between EC State Tax Credit Fund III, LLC and Cedar Rapids Bank and Trust Company, as amended as of the date hereof.

"Credit Facility" means that certain Loan and Security Agreement, dated as of June 28, 2019, by and among the Lenders (as defined therein) party thereto, Solar Capital Ltd., as Agent (as defined therein), and ECG, as amended as of the date hereof.

"Debt Commitment Parties" means the Debt Financing Sources, lenders, arrangers and bookrunners party from time to time to the Debt Financing Commitment or any commitment letter relating to any Alternative Financing.

"Debt Financing" is defined in Section 5.5(a).

"Debt Financing Agreements" is defined in Section 6.14(a).

"Debt Financing Commitment" is defined in Section 5.5(a).

"Debt Financing Sources" means the entities that have committed to provide or to cause to provide, or otherwise entered into agreements in connection with, the Debt Financing or other financings in connection with the transactions contemplated by this Agreement or the Ancillary Agreements (including any Alternative Financing), including the parties to the Debt Financing Commitment and any related commitments to purchase the Debt Financing (or any Alternative Financing) or any part thereof from such entities, and to any joinder agreements, credit agreements, purchase agreements or indentures (including the definitive agreements executed in connection with the Debt Financing Commitment (and the related fee letters) or any such related commitments) relating thereto.

"Debt Payoff Letter" means a payoff letter to be executed by each holder of Payoff Indebtedness, each in customary form, in which the payee shall agree that upon payment of the amount specified in such payoff letter: (i) all outstanding obligations of the Companies arising under or related to the applicable Payoff Indebtedness shall be repaid, discharged and extinguished in full (other than those obligations which by their terms expressly survive the repayment thereof); (ii) all Encumbrances in connection therewith shall be released; (iii) the payee shall take all actions reasonably requested by the Buyer to evidence and record such discharge and release as promptly as practicable; and (iv) the payee shall return to the Companies all instruments evidencing the applicable Payoff Indebtedness (including all notes) and all collateral securing the applicable Payoff Indebtedness.

"Direct Claim" is defined in Section 9.4(c).

"Disclosure Schedules" is defined in Article III.

"EAM" is defined in Section 6.24.

"EBITDA" shall mean an amount, without duplication, equal to the sum of (a) consolidated earnings before interest, taxes, depreciation and amortization and Transaction Expenses of the Enhanced Entities for the year ended December 31, 2020 (i) after giving effect to the payment of all Accrued and Unpaid Expenses at December 31, 2020, (ii) assuming that the none of the cash or other assets set forth on Schedule 2.4(b) are distributed to either Company and (iii) excluding any earnings before interest, taxes, depreciation and amortization and Transaction Expenses of the Permanent Capital Funds for November and December 2020, plus (b) $500,000. EBITDA shall be calculated in accordance with Schedule 1.1(a), which sets forth an illustrative calculation of EBITDA for the nine (9) month-period ended September 30, 2020.

"ECG" is defined in the preamble.

"ECG NewCo" means Enhanced Permanent Capital, LLC, a Delaware limited liability company.

"ECG Units" is defined in the recitals.

"ECH" means Enhanced Capital Holdings, Inc., a Delaware corporation.

"ECP" is defined in the preamble.

"ECP Units" is defined in the recitals.

"Encumbrance" means any charge, limitation, condition, equitable interest, mortgage, lien, option, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Enforceability Exceptions" means exceptions to enforceability to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or similar Laws relating to or affecting creditors' rights generally and by general principles of equity (whether considered at Law or in equity).

"Enhanced Adviser Entities" mean each of ECP; ECG; Enhanced Puerto Rico LLC; Enhanced Capital SBIC Management, LLC; Council & Enhanced Tennessee Manager, LLC; Enhanced Capital Impact Lending, LLC; and any other Enhanced Entity that: (i) is registered as an investment adviser with the SEC or any other Governmental Authority; (ii) would be required to be registered with the SEC but for Section 203(b)(7) of the Advisers Act; (iii) a "relying adviser" or is otherwise exempt from separate registration pursuant to SEC guidance; or (iv) notice filed with the SEC as an "exempt reporting adviser" under the Advisers Act.

"Enhanced Advisory Client" means any Person to whom any Enhanced Entity or GP Entity provides any Investment Advisory Services, including, without limitation, the Enhanced Funds.

"Enhanced Advisory Client Consents" means the requisite consent of the Enhanced Advisory Clients needed for purposes of Section 205(a)(2) of the Advisers Act.

"Enhanced Entities" means the Companies and any direct or indirect Subsidiaries of the Companies (other than Council & Enhanced Tennessee Fund, LLC and Council & Enhanced Tennessee Manager, LLC).

"Enhanced Entity Advisory Contract" shall mean any written contract, agreement or other instrument pursuant to which an Enhanced Entity provides Investment Advisory Services to an Enhanced Advisory Client, together with any side letter or similar agreement that modifies the terms of such written contract, agreement or other instrument. For the avoidance of doubt, this shall include any investment management agreement or sub-advisory agreement with an Enhanced Advisory Client and may include, depending on the circumstances, the governing document of any Enhanced Fund.

"Enhanced Fund" means any pooled investment vehicle to which any Enhanced Entity provides Investment Advisory Services or serves as the sponsor, general partner, managing member, or in any similar capacity (including any master or feeder fund, parallel fund, fund of one or other alternative investment vehicle or third party co-investment vehicle, but excluding any "separate account clients").

"Enhanced Fund Financial Statements" is defined in Section 3.25(f).

"Enhanced Organization" means, collectively, the Business, the Enhanced Entities, and the Enhanced Funds.

"Enterprise Value" means $109,500,000.

"Environmental Laws" is defined in Section 3.16.

"Equity Financing Commitments" is defined in Section 5.5(d).

"Equityholders Agreement" means the Equityholders Agreement to be entered into by Holdings, Buyer, the Rollover Sellers and the other "Preferred Unitholders" party thereto, substantially in the form of Exhibit F.

"ERISA" is defined in Section 3.10(a).

"Escrow Agent" means Citibank, N.A., or its successor under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement to be entered into by the Buyer, the Seller Representative and the Escrow Agent, in a customary form reasonably acceptable to the parties thereto.

"Escrow Expiration Date" is defined in Section 9.1(a).

"Estimated EBITDA" is defined in Section 2.5.

"Estimated Cash" is defined in Section 2.4(a).

"Estimated Payoff Indebtedness" is defined in Section 2.4(a).

"Estimated Purchase Price" means (i) the Enterprise Value, plus (ii) the Estimated Cash, minus (iii) the Payoff Indebtedness, minus (iv) the Adjustment Escrow Amount, minus (v) the Initial Cash Retention Amount, minus (vi) the Indemnity Escrow Amount, minus (vii) the Estimated Transaction Expenses, minus (viii) the Seller Representative Expense Amount.

"Estimated Transaction Expenses" is defined in Section 2.4(a).

"ETCF" is defined in the recitals.

"ETCF Units" is defined in the recitals.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Buyer LLC Agreement" has the meaning in Section 5.1(b).

"Existing Confidentiality Agreement" is defined in Section 6.9(a).

"Existing Preferred Units" means the Series A Preferred Units, Series B Preferred Units, Series C Preferred Units and Series D Preferred Units of Buyer.

"Families First Act" means the Families First Coronavirus Response Act (Pub. L. No. 116-127), as amended, and the guidance, rules and regulations promulgated thereunder.

"Final Cash" is defined in Section 2.6(a).

"Final Cash Retention Amount" means $500,000.

"Final Closing Statement" is defined in Section 2.6(a).

"Final EBITDA" is defined in Section 2.6(a).

"Financial Statements" is defined in Section 3.6(a).

"Fraud" means with respect to any Person, common law fraud under Delaware law with respect to any representation and warranty of such Person set forth herein; provided, such definition shall expressly exclude constructive fraud, negligent misrepresentation, or any similar theory.

"Fundamental Representations" means the representations and warranties set forth in Section 3.1, Section 3.3, Section 3.4, Section 3.20, Section 4.1(a), Section 4.1(b), Section 4.1(d), Section 4.1(f), Section 4.2(a), Section 4.2(b), Section 4.2(e), Section 4.2(f), Section 5.1, Section 5.2, or Section 5.4.

"GAAP" means United States generally accepted accounting principles and practices as in effect on the date hereof.

"Governmental Authority" means any United States or non-United States federal, national, supranational, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency or commission (including the SEC and the SBA) or any court, tribunal, or arbitral or judicial body (including any grand jury).

"GP Entities" means each Person that is the general partner or managing member (or equivalent) of any Enhanced Fund including, without limitation, Enhanced Small Business Investment Company GP, LLC.

"Holdings" is defined in the preamble.

"Holdings Common Stock" is defined in Section 5.8(c).

"Holdings Financial Statements" is defined in Section 5.7.

"Holdings Interim Financial Statements" is defined in Section 5.7.

"ICU Equivalent Cash Bonus Payment " means the cash bonus payments to be paid at Closing to the persons and in the amounts set forth on Schedule 1.1(b).

"ICUs" is defined in Section 6.23.

"Immediate Family" means, with respect to any specified Person, such Person's spouse, parents, children, grandparents, grandchildren and siblings, including adoptive relationships and relationships through marriage, or any other relative of such Person that shares such Person's home.

"Indebtedness" means, without duplication (but before taking into account the consummation of the transactions contemplated hereby) (i) the unpaid principal amount and accrued interest, premiums, penalties and other fees, expenses (if any), and other payment obligations and amounts due (including such amounts that would become due as a result of the consummation of the transactions contemplated by this Agreement) that would be required to be paid by a borrower to a lender pursuant to a customary payoff letter, in each case, in respect of (A) all indebtedness for borrowed money of the Target Entities, (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments of the Target Entities, and (C) breakage costs payable upon termination on the Closing Date of all obligations with respect to interest-rate hedging, swaps or similar financial arrangements (valued at the termination value thereof and net of all payments owed to the Target Entities); (ii) all obligations under capitalized leases with respect to which any Target Entity is liable, determined on a consolidated basis in accordance with GAAP; (iii) any unpaid amounts for the deferred purchase price of goods and services, including any earn out liabilities associated with past acquisitions but excluding any trade payables and accrued expenses arising in the ordinary course of business; (iv) [reserved]; (v) unpaid management fees owed to any of the Sellers or their Affiliates; (vi) all deposits and monies received in advance; (vii) all indebtedness of the Target Entities created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Target Entities; (viii) any Unpaid Taxes; and (ix) all obligations of the type referred to in clauses (i) through (viii) of other Persons for the payment of which any Target Entity is responsible or liable, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations. Notwithstanding the foregoing, "Indebtedness" does not include (i) any intercompany obligations between or among the Enhanced Entities (including, for the avoidance of doubt, the Promissory Note), (ii) any Transaction Expenses, (iii) any obligations under any real property leases, (iv) any amounts available under debt instruments to the extent undrawn or uncalled (including undrawn letters of credit), (v) obligations under operating leases, (vi) obligations under any interest rate swap, currency swap, forward currency or interest rate contracts or other interest rate or currency hedging arrangements (other than breakage costs payable upon termination thereof on the Closing Date) and (vii) any amounts or obligations to the extent incurred by, or at the direction of the Buyer Group or any of their Affiliates, including, for the purpose of obtaining any financing in connection with the transactions contemplated by this Agreement.

"Indemnified Party" is defined in Section 9.4(a).

"Indemnifying Party" is defined in Section 9.4(a).

"Indemnity Escrow Amount" means $1,095,000.

"Indemnity Escrow Fund" means the Indemnity Escrow Amount deposited with the Escrow Agent, as such sum may be increased or decreased as provided in this Agreement and the Escrow Agreement, including any remaining interest or other amounts earned thereon.

"Interim Closing Statement" is defined in Section 2.5.

"Interim Estimated Cash" is defined in Section 2.4.

"Interim Payment Amount" is defined in Section 2.5(a).

"Independent Accounting Firm" is defined in Section 2.6(c).

"Individual Seller Breach" has the meaning set forth in Section 11.20(g).

"Initial Cash Retention Amount" means $1,500,000.

"Intellectual Property" means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, "Marks"); (ii) patents and patent applications (collectively, "Patents"); (iii) copyrights (registered and unregistered) and applications for registration (collectively, "Copyrights"); (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, technology, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, "Trade Secrets"); and (v) moral rights, publicity rights, data base rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.

"Interim Financial Statements" is defined in Section 3.6(a).

"Investment Advisory Services" means investment management or investment advisory services, including sub-advisory services or any other services related to the provision of investment management or investment advisory services including any similar services deemed to be "investment advice" pursuant to the Advisers Act.

"Investment Company Act" means the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Keystone" is defined in Section 2.3(a)(vi)(B).

"knowledge " (i) with respect to the Buyer, means the actual knowledge after due inquiry of C. Clark Webb, Fritz Souder, and Robert Alpert; (ii) with respect to the Companies, means the actual knowledge after due inquiry of Michael Korengold, David Huston, Shane McCarthy and Richard Montgomery, in each case, of such Person's direct reports having primary managerial and supervisory responsibilities over the applicable subject matter and reasonable investigation of the applicable matter or issue at hand; (iii) with respect to the Trident Sellers, means the actual knowledge after due inquiry of Scott Bronner; (iv) with respect to Vulcan, means the actual knowledge after due inquiry of Albert Hwang; (v) with respect to any Other Seller that is an entity, means the actual knowledge after due inquiry of any officer or director of such entity; and (vi) with respect to any Other Seller that is an individual, means the actual knowledge after due inquiry of such Other Seller.

"Korengold Note Contribution Amount" means $1,633,000 (or such other lesser amount specified in the Debt Payoff Letter related to the Korengold Promissory Note).

"Korengold Employment Agreement" means the Employment Agreement to be entered into by ECG NewCo and Michael Korengold substantially in the form of Exhibit C.

"Korengold Promissory Note" means that certain Series 4 Subordinated Note, dated February 24, 2009, made by Michael Korengold in favor of ECP, as amended.

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or order of any Governmental Authority, including Applicable Securities Laws.

" Leased Real Property" means all real property leased, subleased or licensed to any Target Entity or which any Target Entity otherwise has a right or option to use or occupy, together with all structures, facilities, fixtures, systems, improvements and items of property previously or hereafter located thereon, or attached or appurtenant thereto, and all easements, rights and appurtenances relating to the foregoing.

"Losses" is defined in Section 9.2(a).

"Material Contracts" is defined in Section 3.17(a).

"MECG Units" is defined in the recitals.

"Net Adjustment Amount" is defined in Section 2.6(f).

"Notice of Disagreement" is defined in Section 2.6(b).

"Option Period" is defined in Section 6.24.

"Other Sellers" is defined in the recitals.

"Outside Date" is defined in Section 10.1(c).

"Owned Real Property" means any real property owned by any Target Entity, together with all structures, facilities, fixtures, systems, improvements and items of property previously or hereafter located thereon, or attached or appurtenant thereto, and all easements, rights and appurtenances relating to the foregoing.

"Payoff Indebtedness" means all Indebtedness of any Enhanced Entity as of the Closing Date other than Retained Indebtedness.

"Payroll Tax Executive Order" means the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any administrative or other guidance published with respect thereto by any Governmental Authority (including IRS Notice 2020-65).

"Performance Records" is defined in Section 3.12(c).

"Permanent Capital Assets" means the assets, including Cash or any proceeds thereof (including any debt proceeds), owned or held by the Permanent Capital Funds.

"Permanent Capital Funds" means the entities set forth on Schedule C.

"Permits" is defined in Section 3.8(b).

"Permitted Encumbrances" means (a) mechanic's, materialmen's, carriers', repairers' and other Encumbrances arising or incurred in the ordinary course of business for amounts that are not yet delinquent or are being contested in good faith, (b) Encumbrances for current Taxes, assessments or other governmental charges not yet due and payable as of the Closing Date or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with GAAP, (c) encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that do not materially interfere with the Enhanced Entities' present uses or occupancy of such real property, (d) Encumbrances securing the obligations of the Enhanced Entities under the Credit Facility, (e) Encumbrances granted to any lender at the Closing in connection with any financing by the Buyer Group of the transactions contemplated this Agreement or the Ancillary Agreements or any other Encumbrances imposed by or on behalf of the Buyer Group or their Affiliates, and (f) other Encumbrances on real or tangible property that are not material in amount or nature.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

"Plans" is defined in Section 3.10(a).

"Post-Closing Tax Period" means any taxable period or portion of any Straddle Period that begins after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period that ends on (including through the end of) the Closing Date.

"Preliminary Closing Balance Sheet" is defined in Section 2.4(a).

"Preliminary Closing Statement" is defined in Section 2.4(a).

"Pro Rata EBITDA Fraction" means a fraction of which the numerator is equal to the number of days in the period commencing on the Closing Date and ending on December 31, 2020, and the denominator is equal to 365; provided that if the Closing Date is after December 31, 2020, then such fraction shall be deemed to equal 0.0.

"Promissory Note" means that certain Promissory Note, made as of December 23, 2013, by ECP in favor of ECG.

"Purchase Price" means (i) the Estimated Purchase Price, as it may be adjusted in accordance with Section 2.5 and Section 2.6 plus (ii) any amounts paid to the Sellers out of the Adjustment Escrow Fund or the Indemnity Escrow Fund plus (iii) the Seller Representative Expense Amount.

"Purchased Interests" means, collectively, the Trident Shares, the MECG Units, the VECG Units and the ETCF Units.

"Reference Balance Sheet" is defined in Section 3.6(b).

"Regulatory Agencies" is defined in Section 3.26.

"Reinvestment Agreements" is defined in the Recitals.

"Related Party" with respect to any specified Person, means: (i) any Affiliate of such specified Person, or any director, executive officer, general partner or managing member of such Affiliate; (ii) any Person who serves or within the past five years has served as a director, executive officer, general partner, managing member or in a similar capacity of such specified Person; (iii) any Immediate Family member of a Person described in clause (ii); or (iv) any other Person who holds, individually or together with any Affiliate of such other Person and any member(s) of such Person's Immediate Family, more than 5% of the outstanding voting equity or ownership interests of such specified Person.

"Reorganization Agreement" is defined in the recitals.

"Released Matters" is defined in Section 6.6.

"Released Parties" is defined in Section 6.6.

"Releasing Parties" is defined in Section 6.6.

"Representatives" means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, advisors, bankers and other representatives of such Person.

"Restricted Cash" means all Cash designated as "restricted cash" on the consolidated balance sheets of the Enhanced Entities, calculated in accordance with GAAP.

"Restricted Period" means (i) with respect to each Seller other than Vulcan and the Trident Sellers, and each Seller Owner, the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date, and (B) with respect to Vulcan and the Trident Sellers, the period commencing on the Closing Date and ending on the third (3rd) anniversary of the Closing Date.

"Retained Indebtedness" means the Indebtedness set forth on Schedule 3.28 under the heading "Retained Indebtedness" and (i) any other Indebtedness of the Permanent Capital Funds (or related to the Permanent Capital Assets) incurred after the date hereof in the ordinary course of business consistent with past practice of the Permanent Capital Funds or the Permanent Capital Assets, and (ii) any additional CRBT Debt incurred after the date hereof with the prior written consent of the Buyer.

"Retained Indemnity Escrow Amount" is defined in Section 9.9(b).

"Rollover Units Value" means an amount in cash equal to (a) $27,256,752, minus (b) the sum of (i) the Korengold Note Contribution Amount, plus (ii) the Vulcan Contingent Interest Contribution Amount, plus (iii) the number of Series E Units subscribed for pursuant to the Reinvestment Agreements multiplied by the Series E Preferred Unit Value Per Share.

"Rollover Sellers" means those Persons set forth on Schedule 2.3(a)(vi).

"R&W Insurance Policy" means that certain insurance policy, to be issued by the R&W Insurer and to be bound as provided in Section 6.13, in the name and for the benefit of the Buyer Indemnified Parties.

"R&W Insurer" means AIG Specialty Insurance Company.

"SBA" means the Small Business Administration.

"SBIC" is defined in Section 3.25(k).

"SBIC Act" means the Small Business Investment Act of 1958, as amended, and the rules and regulations promulgated thereunder.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the SEC promulgated thereunder.

"Seller" and "Sellers" are defined in the preamble.

"Seller Indemnified Parties" is defined in Section 9.3.

"Seller Owners" is defined in the preamble.

"Seller Related Party" is defined in Section 11.19(c).

"Seller Representative" is defined in the preamble.

"Seller Representative Expense Amount" means $500,000.

"Series E Preferred Unit Value Per Share" means $3.50, subject to appropriate adjustment in the event of an equity split, recapitalization, reorganization, merger, consolidation, combination, exchange of all or any type or class of limited liability company interests or other equity interests, liquidation, spin-off, or other change in organizational structure affecting the Series E Preferred Units (including any conversion of the Buyer to a corporation), in each case, solely to the extent occurring prior to Closing.

"Series E Preferred Units " means the Series E Preferred Units representing limited liability company interests in Buyer and having the rights and privileges as set forth in the Buyer LLC Agreement.

"Solvent " when used with respect to any Person or group of Persons on a combined basis, means that, as of any date of determination, (a) the amount of the "fair saleable value" of the assets of such Person (or group of Persons on a combined basis) will, as of such date, exceed (i) the value of all "liabilities of such Person, including contingent and other liabilities," as of such date, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors, and (ii) the amount that will be required to pay the probable liabilities of such Person (or group of Persons on a combined basis) on its existing debts (including contingent liabilities) as such debts become absolute and matured, (b) such Person (or group of Persons on a combined basis) will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged and (c) such Person (or group of Persons on a combined basis) will be able to pay its liabilities, including contingent and other liabilities, as they mature, immediately following Closing.

"SRO" is defined in Section 3.26.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subsidiary" means, with respect to any Person, any other Person of which (a) more than 50% of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in each case, is beneficially owned, directly or indirectly, by such first Person; or (b) the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body is held by such first Person.

"Successor Equity" is defined in Section 6.20.

"Successor Person" is defined in Section 6.20.

"Target Entities" means, collectively, the Blockers and the Enhanced Entities.

"Tax Claim" is defined in Section 7.8.

"Tax Return" means any return (including any amended return), claim for refund, declaration, report, statement, information return and statement and other document filed or required to be filed with respect to Taxes.

"Taxes" means: (i) all federal, state, local, foreign and other income, net income, gross income, gross receipts, estimated, alternative minimum, add on minimum, sales, use, ad valorem, transfer, franchise, profits, registration, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property and windfall profits taxes or other taxes, customs, duties, fees, assessments or charges of any kind whatsoever

imposed by any Governmental Authority, together with any interest and any penalties, additions to tax or additional amounts with respect thereto; (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period or otherwise through operation of law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person.

"TECG Units" is defined in the recitals.

"Third Party Claim" is defined in Section 9.4(a).

"Transaction Expenses" means, without duplication, the aggregate amount of any and all out-of-pocket fees and expenses incurred by or on behalf of, or to be paid directly by, any Target Entity or any Person that the Target Entities are legally obligated to pay or reimburse (including any such fees and expenses incurred by or on behalf of the Sellers) in connection with the process of selling the Companies or the negotiation, preparation or execution of this Agreement or the Ancillary Agreements or the performance or consummation of the transactions contemplated hereby or thereby, including (i) all such fees and expenses of counsel, advisors, consultants, investment bankers, accountants, auditors and any other experts; (ii) all such out-of-pocket fees and expenses associated with obtaining necessary waivers, consents, or approvals of any Governmental Authority on behalf of any Target Entity; (iii) any such fees or expenses associated with obtaining the release and termination of any Encumbrances (other than Permitted Encumbrances) on the Purchased Interests; (iv) all such brokers', finders' or similar fees; (v) any such change of control payments, bonuses, severance, termination, or retention obligations or similar amounts payable due at or as a result of Closing by any Target Entity (including the ICU Equivalent Cash Bonus Payments), plus all employment or other Tax amounts related thereto payable by any Target Entity; and (vi) Sellers' share of costs and fees in connection with the "tail" insurance policy described in Section 6.7(b); provided, however, that "Transaction Expenses" shall exclude (A) any amounts treated as Indebtedness and (B) any costs, expenses or other amounts to the extent incurred by or at the direction of Buyer Group or their respective Affiliates, including for the purpose of obtaining any financing in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

"Transaction Expenses Payoff Instructions" is defined in Section 6.16.

"Transaction Tax Deductions" means, without duplication, any and all Tax deductions of the Target Entities that are "more likely than not" to be both deductible under applicable Law and deductible in a Pre-Closing Tax Period related to or arising from (a) the payment of any bonuses, any payments for, or vesting of, or in respect of, any restricted stock, stock options, stock appreciation rights, incentive units or similar equity incentive awards, and any other compensatory payments, management, advisory or consulting fees and other similar items in connection with the transactions contemplated by this Agreement or the Ancillary Agreements, (b) expenses with respect to Indebtedness (including any unamortized capitalized financing costs, fees and expenses) being paid in connection with the Closing, and (c) all transaction-related expenses and payments that are deductible by the Target Entities for Tax purposes, including the Transaction Expenses; provided that, with respect to any success-based fees included in Transaction Expenses, seventy percent (70%) of such fees shall be treated as deductible in accordance with Rev. Proc. 2011-29.

"Transfer Taxes" is defined in Section 7.3.

"Tree Line" is defined in Section 6.24.

"Tree Line Interests" is defined in Section 6.24.

"Tree Line Option" is defined in Section 6.24.

"Trident ECG" is defined in the recitals.

"Trident ECP" is defined in the recitals.

"Trident Sellers" is defined in the recitals.

"Trident Shares" is defined in the recitals.

"Unpaid Taxes" means an amount, which shall not be less than zero, equal to the sum of (a) the aggregate amount of any positive unpaid Tax liabilities of the Target Entities for any Pre-Closing Tax Period (but solely to the extent such Pre-Closing Tax Period is (A) part of a current taxable period that ends within the calendar year in which the Closing Date occurs or (B) a prior taxable period, to the extent applicable Tax Returns for such period have not been filed or Taxes have not yet been paid), calculated (i) in the case of any Straddle Period, in a manner consistent with Section 7.4, (ii) taking into account (but not in a manner that reduces "Unpaid Taxes" below zero) any overpayment of income Tax made prior to the Closing Date (i.e., subtracting the amount of any such overpayment from the amount that would have otherwise been the amount of Unpaid Taxes) and Transaction Tax Deductions, (iii) without taking into account any deferred Tax liability, and (iv) in a manner consistent with the past custom and practice of the Target Entities in filing their respective Tax Returns except as would otherwise be required by applicable Law, plus (b) the portion of Transfer Taxes allocated to Sellers pursuant to Section 7.3, to the extent paid or to be paid by Buyer or a Target Entity, plus (c) Taxes of the Target Entities that would have otherwise been payable with respect to a Pre-Closing Tax Period but that have been deferred under the CARES Act, the Families First Act, the Payroll Tax Executive Order or any other legislative or regulatory responses to COVID-19.

"VECG Units" is defined in the recitals.

"Vulcan Contingent Interest" means Contingent Interest Agreement, dated as of December 23, 2013, by and between ECP, Vulcan and ECG.

"Vulcan Contingent Interest Contribution Amount" means $4,028,577 (or such other lesser amount specified in the Debt Payoff Letter related to the Vulcan Contingent Interest).

"Vulcan" is defined in the recitals.

"Year End Income Statement" is defined in Section 2.6(a).

ARTICLE II
PURCHASE AND SALE

Section 2.1 **Purchase and Sale of the Purchased Interests**. Upon the terms and subject to the conditions of this Agreement, at the Closing, each Seller shall sell, assign, transfer, convey, and deliver to Buyer, free and clear of all Encumbrances (other than Encumbrances arising under Applicable Securities Laws or organizational documents of the applicable Target Entities), and Buyer shall purchase, acquire, and accept from such Seller, in reliance exclusively on the representations, warranties, and covenants of Sellers contained herein, all right, title, and interest of such Seller in and to the Purchased Interests set forth across from such Seller's respective names on Schedule A to this Agreement.

Section 2.2 **Closing**. The sale and purchase of the Purchased Interests shall take place at a closing (the "Closing") to be held at the Dallas offices of Gibson, Dunn & Crutcher LLP, at 10:00 a.m. Central Standard Time on the second Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the parties set forth in Article VIII (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date, but subject to the satisfaction or waiver of those conditions), or at such other place or at such other time or on such other date as the Companies and the Buyer mutually may agree in writing; provided that the Closing Date shall in no event occur earlier than 15 days after the date hereof unless an earlier date is specified in writing by the Buyer to the Sellers upon at least two Business Days' prior written notice. The day on which the Closing takes place is referred to as the "Closing Date."

Section 2.3 **Closing Deliverables**.

(a) At the Closing, the Buyer shall deliver, or cause to be delivered, the following:

(i) to the Escrow Agent, amounts equal to the Adjustment Escrow Amount and the Indemnity Escrow Amount, in accordance with the terms and conditions hereof and in the Escrow Agreement;

(ii) to each Seller, an amount equal to such Seller's Closing Payment, in accordance with the wire instructions for such Seller as set forth on the Allocation Schedule;

(iii) to the Seller Representative,

(A) a counterpart of the Escrow Agreement, duly executed by Buyer;

(B) the certificate referred to in Section 8.2(a), duly executed by Buyer;

(iv) to each counterparty or holder of Indebtedness identified on the Preliminary Closing Statement as "Payoff Indebtedness":

(A) in the case of Vulcan, the number of Series E Preferred Units (rounded down to the nearest whole share) equal to the Vulcan Contingent Interest Contribution Amount divided by the Series E Preferred Unit Value Per Share, and in the case of Michael Korengold, the number of Series E Preferred Units (rounded down to the nearest whole share) equal to the Korengold Note Contribution Amount divided by the Series E Preferred Unit Value Per Share, in exchange for the contribution of a portion of the Vulcan Contingent Interest and Korengold Promissory Note, respectively, to the Buyer; and

(B) the amount(s) payable to such counterparty or holder, as specified in the Debt Payoff Letters and identified next to such holder's name on the Estimated Closing Statement and in accordance with this Agreement; provided, that in the case of Vulcan and Michael Korengold, such amount shall be reduced by the Vulcan Contingent Interest Contribution Amount and the Korengold Note Contribution Amount, respectively;

(v) to each Person who is owed a portion of the Estimated Transaction Expenses:

(A) with respect to each Estimated Transaction Expense other than the ICU Equivalent Cash Bonus Payments, the amount sufficient to pay such Estimated Transaction Expense, as specified in the Transaction Expenses Payoff Instructions and in accordance with this Agreement; and

(B) with respect to each ICU Equivalent Cash Bonus Payment, the amount sufficient to pay such ICU Equivalent Cash Bonus Payment, as specified in Schedule 1.1(b) and in accordance with this Agreement, shall be deposited with the applicable Enhanced Entity to be paid on the Closing Date in accordance with the applicable Enhanced Entity's payroll practices;

(vi) to each Rollover Seller,

(A) the number of Series E Preferred Units (rounded down to the nearest whole share) equal to that portion of the Rollover Units Value specified next to such Rollover Seller's name on Schedule 2.3(a)(vi) divided by the Series E Preferred Unit Value Per Share; and

(B) counterparts of the Buyer LLC Agreement and the Equityholders Agreement, duly executed by Holdings, Buyer and the other "Preferred Unitholders" party thereto, and in the case of the Buyer LLC Agreement, Keystone Capital XXX LLC ("Keystone");

(vii) to the Seller Representative, an amount equal to the Seller Representative Expense Amount, in accordance with wire instructions provided by the Seller Representative; and

(viii) to Michael Korengold, a counterpart of the Korengold Employment Agreement, duly executed by ECG NewCo.

(b) At the Closing, the Sellers shall deliver, or cause to be delivered to the Buyer, the following:

(i) executed transfer instruments in customary form related to the Purchased Interests owned or held by each Seller;

(ii) letters of resignation from the directors or managers, as applicable, of the Blockers, ECP and ECG;

(iii) a certificate of each of the Blockers certifying that each Blocker is not, and has not been, a United States real property holding corporation, within the meaning of Section 897 of the Code, during the applicable period specified in Section 897(c)(1)(a)(ii) of the Code, which certificate complies with the requirements of Section 1445 of the Code (including an appropriate IRS notification letter);

(iv) a certification of non-foreign status in accordance with U.S. Treasury Regulation Section 1.1445-2(b)(2) and Section 1446(f) of the Code from each of the Sellers other than the Trident Sellers, or to the extent that such Seller is disregarded as an entity from its parent, from such Seller's regarded owner; and

(v) the certificates referred to in Section 8.3(a), duly executed by the Companies and the Sellers.

(c) At the Closing, the Seller Representative shall deliver, or cause to be delivered to the Buyer, the following:

(i) counterparts of the Escrow Agreement, duly executed by the Seller Representative;

(ii) the Debt Payoff Letters, duly executed by each holder of Payoff Indebtedness; and

(iii) certificates of good standing or the equivalent of recent date for each of the Blockers, ECG, and ECP from their respective jurisdictions of organization.

(d) At the Closing, Michael Korengold, an individual, shall deliver, or cause to be delivered to the Buyer, the following:

(i) counterparts of the Korengold Employment Agreement, duly executed by Michael Korengold; and

(ii) appropriate documents reasonably acceptable to the Buyer evidencing the contribution of a portion of the Korengold Promissory Note equal to the Korengold Note Contribution Amount to the Buyer in exchange for the Series E Preferred Units set forth in Section 2.3(a)(iv)(A), duly executed by the applicable parties to such documents.

(e) At the Closing, Vulcan shall deliver, or cause to be delivered to the Buyer, appropriate documents reasonably acceptable to the Buyer evidencing the contribution of the entire Vulcan Contingent Interest equal to the Vulcan Contingent Interest Contribution Amount to the Buyer in exchange for the Series E Preferred Units set forth in Section 2.3(a)(iv)(A), duly executed by the applicable parties to such documents.

(f) At the Closing, each Rollover Seller shall deliver, or cause to be delivered to the Buyer, counterparts of the Buyer LLC Agreement and the Equityholders Agreement, duly executed by each Rollover Seller.

(g) All payments hereunder shall be made by wire transfer of immediately available funds in United States dollars to such account as may be designated to the payor by the payee at least two Business Days prior to the applicable payment date.

Section 2.4 **Closing Estimates**.

(a) At least three Business Days prior to the anticipated Closing Date, the Companies shall prepare and deliver to the Buyer a written statement (the "Preliminary Closing Statement") that shall include and set forth (i) a good faith estimate of (A) a consolidated balance sheet of each of (x) the Enhanced Entities, (y) Trident ECP and (z) Trident ECG, in each case, as of immediately prior to the Closing (each a "Preliminary Closing Balance Sheet"), (B) (x) Payoff Indebtedness (the "Estimated Payoff Indebtedness"), (y) Cash (the "Estimated Cash") and (z) Transaction Expenses (the "Estimated Transaction Expenses") (with each of Estimated Cash, Estimated Payoff Indebtedness and Estimated Transaction Expenses determined as of immediately prior to the Closing and, except for Estimated Transaction Expenses and Unpaid Taxes (included in Payoff Indebtedness), without giving effect to the transactions contemplated by this Agreement or the Ancillary Agreements) and (C) on the basis of the foregoing, a calculation of the Estimated Purchase Price, (ii) an updated Schedule 3.28 setting forth all Indebtedness of any Enhanced Entity as of immediately prior to the Closing, including Indebtedness under the heading "Retained Indebtedness," and (iii) a schedule (the "Allocation Schedule") setting forth the portion(s) of the Estimated Purchase Price minus the Rollover Units Value to be received at Closing in cash (such Seller's "Closing Payment") and such Seller's name, address and wire instructions. Estimated Payoff Indebtedness and Estimated Cash shall be calculated in accordance with GAAP applied on a basis consistent with the preparation of the most recent Balance Sheet (in each case, to the extent consistent with GAAP). All calculations of Estimated Payoff Indebtedness, Estimated Cash and Estimated Transaction Expenses shall be accompanied by certificates of the chief financial officer of the Enhanced Entities (with respect to the Enhanced Entities only) and the Seller Representative (with respect to the Blockers only) certifying that the applicable estimates have been calculated in good faith in accordance with this Agreement (such certificates, together with such certifications, collectively the "Estimated Closing Statement").

(b) Without limiting any of the Buyer's other rights or remedies, the Buyer may reasonably object that any of the foregoing has not been calculated in good faith or in a manner consistent with the terms hereof by delivering in good faith to the Companies a written notice of its disagreement at least two Business Days prior to the anticipated Closing Date (the "Buyer's Notice of Disagreement"), specifying in reasonable detail the nature and amounts of its objections to the Companies' estimates. The Companies and the Buyer in good faith shall seek to resolve in writing any reasonable objections set forth in the Buyer's Notice of Disagreement prior to the Closing, and the Companies shall make such revisions to the disputed items as may be mutually agreed between the Companies and the Buyer; provided, that if and to the extent that the Buyer and the Companies have not resolved all such differences by the close of business on the Business Day prior to the anticipated Closing Date, then (i) the Closing will proceed (subject to the satisfaction of all conditions to Closing set forth in Article VIII), and (ii) the Adjustment Escrow

Amount shall be increased, and the Estimated Purchase Price shall be decreased (and the Allocation Schedule accordingly adjusted), by the aggregate net amount of the items remaining in dispute that were set forth in the Buyer's Notice of Disagreement. For the avoidance of doubt, any failure of the Buyer to raise any objection or dispute in the Buyer's Notice of Disagreement shall not in any way prejudice the Buyer's right to raise any matter in the Final Closing Statement, subject to the terms and conditions of Section 2.6.

Section 2.5 **Interim Adjustment of Purchase Price**.

(a) No later than January 15, 2020, the Buyer shall prepare, or cause to be prepared, and deliver to the Seller Representative an interim written statement ("Interim Closing Statement") that shall include and set forth a good faith estimate of (i) Cash as of 11:59 p.m. on December 31, 2020 ("Interim Estimated Cash") and (ii) EBITDA for the year ended December 31, 2020 (the "Estimated EBITDA"). The calculations of Interim Estimated Cash and Estimated EBITDA set forth in the Interim Closing Statement shall be accompanied by reasonably detailed supporting documentation and a certificate of the chief financial officer of the Buyer certifying that the applicable estimates have been calculated in good faith in accordance with this Agreement. Within five (5) Business Days of delivery of the Interim Closing Statement, the Buyer shall deliver to the Seller Representative an amount (such amount, the "Interim Payment Amount") in cash equal to (1) the Interim Estimated Cash, less (2) the product of (x) the Estimated EBITDA and (y) the Pro Rata EBITDA Fraction, plus (3) $500,000, less (4) the Final Cash Retention Amount.

(b) During the period commencing on the Closing Date and ending on December 31, 2020, the Buyer shall cause the Enhanced Entities to (i) operate solely in the ordinary course of business consistent with past practice, (ii) use Cash solely to pay Accrued and Unpaid Expenses and not for any other purpose (including, for the avoidance of doubt, to make or pay any cash dividend or other distribution on or with respect to any of the equity or ownership interests of any of the Enhanced Entities or make any capital expenditure) and (iii) collect (and not discount) accounts receivable and other current assets in the ordinary course of business consistent with past practice.

Section 2.6 **Post-Closing Adjustment of Purchase Price**.

(a) As soon as practicable but within 15 days after the completion of the external audit of the Buyer's (or any successor's) financial statements for the year ended December 31, 2020 (but in no event later than April 30, 2021), the Buyer shall prepare, or cause to be prepared, and deliver to the Seller Representative a written statement (the "Final Closing Statement") that shall include and set forth (i) a consolidated balance sheet of the Enhanced Entities as of immediately prior to the Closing (the "Closing Balance Sheet") and a consolidated income statement of each of the Companies for the year ended December 31, 2020 (the "Year End Income Statement") and (ii) a good faith calculation of the actual (A) EBITDA (the "Final EBITDA"), (B) Payoff Indebtedness (the "Closing Payoff Indebtedness"), (C) Cash (the "Final Cash"), and (D) Transaction Expenses (the "Closing Transaction Expenses") (with each of Closing Payoff Indebtedness and Closing Transaction Expenses determined as of immediately prior to the Closing, Final Cash shall be determined as of December 31, 2020 and Final EBITDA shall be determined for the year ended December 31, 2020, in each case (except for Closing Transaction Expenses and Unpaid Taxes (included in Payoff Indebtedness)), without giving effect to the

transactions contemplated by this Agreement or the Ancillary Agreements), together with, in each case, reasonably detailed supporting information containing the components thereof. Final EBITDA, Closing Payoff Indebtedness, Final Cash and Closing Transaction Expenses shall be calculated in accordance with the definitions thereof and GAAP, which shall (x) not include any changes in assets or liabilities as a result of purchase accounting adjustments or other changes arising from or resulting as a consequence of the transactions contemplated by this Agreement or the Ancillary Agreements, (y) be based on facts and circumstances as they exist on the Closing Date and (z) exclude the effect of any, decision or event occurring on or after the Closing Date. In furtherance of the foregoing, the parties acknowledge and agree that GAAP is not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies that are not, in each case, specifically set forth therein. If the Buyer fails to timely deliver any of the Final Closing Statement and the calculations set forth therein in accordance with the foregoing, then, at the election of the Seller Representative in its sole discretion, either (x) the Net Adjustment Amount shall be conclusively deemed to equal $1,000,000 or (y) upon five (5) Business Days advance written notice to the Buyer, the Seller Representative shall retain an independent public accounting firm to provide an audit or other review of the Target Entities' books and records, review the calculation of the Estimated Purchase Price and the Interim Closing Statement and make any adjustments necessary thereto consistent with the provisions of this Section 2.6, the determination of such accounting firm being conclusive and binding on the Parties; provided, however, that the Seller Representative reserves any and all other rights granted to it in this Agreement. The engagement fees of such accounting firm shall be borne as set forth in Section 2.6(d).

(b) The Final Closing Statement shall become final and binding on the 30th day following delivery thereof, unless prior to the end of such period, the Seller Representative delivers to the Buyer written notice of its disagreement (a "Notice of Disagreement") specifying the nature and amount of any dispute as to the Final EBITDA, Closing Payoff Indebtedness, Final Cash and/or Closing Transaction Expenses, as set forth in the Final Closing Statement. The Sellers shall be deemed to have agreed with all items and amounts of Final EBITDA, Closing Payoff Indebtedness, Final Cash and/or Closing Transaction Expenses not specifically referenced in the Notice of Disagreement (other than contra accounts and other items and amounts reasonably related to such items and amounts specifically referenced in the Notice of Disagreement), and such items and amounts shall not be subject to review in accordance with Section 2.6(c). Any Notice of Disagreement may reference only disagreements based on mathematical errors or based on amounts of the Final EBITDA, Closing Payoff Indebtedness, Final Cash and/or Closing Transaction Expenses as reflected on the Final Closing Statement not being calculated in accordance with this Section 2.6.

(c) During the 30-day period following delivery of a Notice of Disagreement by the Seller Representative to the Buyer, the parties in good faith shall seek to resolve in writing any differences that they may have with respect to the computation of the Final EBITDA, Closing Payoff Indebtedness, Final Cash and/or Closing Transaction Expenses as specified therein. The parties hereto acknowledge and agree that the Federal Rules of Evidence Rule 408 shall apply to the Buyer and the Seller Representative during such period of negotiations and any subsequent dispute arising therefrom. Any disputed items resolved in writing between the Seller Representative and the Buyer within such 30-day period shall be final and binding with respect to such items, and if the Seller Representative and the Buyer agree in writing on the resolution of

each disputed item specified by the Seller Representative in the Notice of Disagreement and the amount of the Final EBITDA, Closing Payoff Indebtedness, Final Cash and Closing Transaction Expenses, the amounts so determined shall be final and binding on the parties for all purposes hereunder and shall not be subject to appeal or further review. If the Seller Representative and the Buyer have not resolved all such differences by the end of such 30-day period, the Seller Representative and the Buyer shall each make one written submission to an independent public accounting firm (the "Independent Accounting Firm"), detailing their views as to the correct nature and amount of each item remaining in dispute and the amounts of the Final EBITDA, Closing Payoff Indebtedness, Final Cash and Closing Transaction Expenses, and the Independent Accounting Firm shall make a written determination as to each such disputed item and the amount of the Final EBITDA, Closing Payoff Indebtedness, Final Cash and Closing Transaction Expenses, which determination shall be final and binding on the parties for all purposes hereunder. Any item not specifically submitted to the Independent Accounting Firm for resolution shall be deemed final and binding on the parties for all purposes hereunder (as set forth in the Final Closing Statement, the Notice of Disagreement or as otherwise resolved in writing by Seller Representative and the Buyer) and Seller Representative and the Buyer shall promptly deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release from the Adjustment Escrow Fund and to deliver to the Sellers an amount equal to the excess, if any, of the Adjustment Escrow Fund over the greatest aggregate value of such disputed items submitted to the Independent Accounting Firm as claimed by Buyer and the Seller Representative. The Independent Accounting Firm shall consider only those items and amounts in the Seller Representative's and the Buyer's respective calculations of the Final EBITDA, Closing Payoff Indebtedness, Final Cash and Closing Transaction Expenses that are identified as being items and amounts to which the Seller Representative and the Buyer have been unable to agree. In resolving any disputed item, the Independent Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The Independent Accounting Firm shall be Grant Thornton LLP or, if such firm is unable or unwilling to act, such other independent public accounting firm as shall be agreed in writing by the Seller Representative and the Buyer. The Seller Representative and the Buyer shall instruct the Independent Accounting Firm to render a written decision resolving the matters submitted to it as promptly as practicable, and in any event within 30 days following the submission thereof. Judgment may be entered upon the written determination of the Independent Accounting Firm in accordance with Section 11.9. In acting under this Agreement, the Independent Accounting Firm will be entitled to the powers, privileges and immunities of an arbitrator.

(d) The costs of any dispute resolution pursuant to Section 2.6(c), including the fees and expenses of the Independent Accounting Firm and of any enforcement of the determination thereof, shall be borne by the Sellers and the Buyer in inverse proportion as they may prevail on the matters resolved by the Independent Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Independent Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted. The fees and disbursements of the Representatives of each party incurred in connection with the preparation or review of the Final Closing Statement and preparation or review of any Notice of Disagreement, as applicable, shall be borne by such party.

(e) The Buyer and the Companies will, and will cause the Subsidiaries of the Companies (in the case of the Companies, during the period from and after the date of delivery of the Estimated Closing Statement through the Closing Date and, in the case of the Buyer, during the period from and after the date of delivery of the Interim Closing Statement (or, in the event Buyer fails to timely deliver such statement, the last date upon which the Final Closing Statement should have been delivered) through the resolution of any adjustment to the Purchase Price contemplated by this Section 2.6) to afford the other parties and their Representatives reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties (to the extent necessary and advisable, in the reasonable discretion of the Companies, given the ongoing COVID-19 pandemic), books and records of the Target Entities and to any other information reasonably requested for purposes of reviewing the calculations contemplated by this Section 2.6 (in each case, in a manner so as to not unreasonably interfere with the normal business operations of the Enhanced Entities). The Buyer and the Companies shall authorize their respective accountants to disclose work papers generated by such accountants in connection with reviewing the calculations contemplated by this Section 2.6; provided, that any such outside accountants shall not be obligated to make any work papers available except in accordance with such accountants' normal disclosure procedures and then only after the non-client party has signed an agreement relating to access to such work papers in form and substance acceptable to such accountants.

(f) The Estimated Purchase Price shall be adjusted, upwards or downwards, as follows:

(i) For the purpose of this Agreement, the "Net Adjustment Amount" shall be calculated as follows: an amount (which may be positive or negative) equal to (A) (1) the Final Cash (as finally determined pursuant to this Section 2.6), plus $500,000, less the product of (x) Final EBITDA (as finally determined pursuant to this Section 2.6) multiplied by (y) the Pro Rata EBITDA Fraction, minus (2) the Interim Payment Amount; minus (B) the Closing Payoff Indebtedness as finally determined pursuant to this Section 2.6, minus the Estimated Payoff Indebtedness; minus (C) the Closing Transaction Expenses as finally determined pursuant to this Section 2.6, minus the Estimated Transaction Expenses;

(ii) If the Net Adjustment Amount is positive, then the Estimated Purchase Price shall be adjusted upwards in an amount equal thereto. In such event, (A) the Buyer shall pay the Net Adjustment Amount to the account(s) designated by the Seller Representative, and (B) the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to transfer all funds in the Adjustment Escrow Fund to the Seller Representative and the Escrow Agent shall do so.

(iii) If the Net Adjustment Amount is negative the Estimated Purchase Price shall be adjusted downwards in an amount equal to the absolute value of the Net Adjustment Amount. In such event, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to pay the Net Adjustment Amount out of the Adjustment Escrow Fund to the Buyer, and the remainder, if any, of the Adjustment Escrow Amount to the Seller Representative, in accordance with the terms of the Escrow Agreement and the Escrow Agreement, and the Escrow Agent shall do so.

(g) Payments in respect of Section 2.6(f) shall be made within three Business Days of final determination of the Net Adjustment Amount pursuant to the provisions of this Section 2.6 by wire transfer of immediately available funds to such account or accounts as may be designated in writing by the party entitled to such payment at least two Business Days prior to such payment date.

(h) For the avoidance of doubt, the Adjustment Escrow Amount shall serve as the sole and exclusive source of recovery for any amounts owed to the Buyer in connection with the final determination of the Purchase Price and Net Adjustment Amount pursuant to this Section 2.6.

(i) Notwithstanding anything to the contrary, to the extent Estimated Payoff Indebtedness exceeds Closing Payoff Indebtedness (or Closing Payoff Indebtedness exceeds Estimated Payoff Indebtedness), and such excess (or shortfall) is solely attributable to a Blocker, as determined by the Seller Representative and designated in a notice to the Buyer, such excess (or shortfall) shall be solely for the account of the Trident Sellers.

(j) Any amounts which become payable pursuant to this Section 2.6 will constitute an adjustment to the Purchase Price for all purposes hereunder, except to the extent otherwise required by applicable Law.

Section 2.7 **Withholding**. Buyer shall be entitled to deduct and withhold from any consideration otherwise payable to any Person pursuant to this Agreement any Taxes that are required to be deducted and withheld with respect to the making of such payment under the Code or any provision of state, local or foreign Tax Law; provided, however, that Buyer must give such payee advance notice with respect to any such withholding promptly upon Buyer determining that such withholding is required. Any amounts that are so deducted and withheld shall be paid to the relevant Governmental Authority and shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made. If any withholding obligation may be avoided by such Person providing information or documentation to the Buyer, such Person may provide such information in a timely fashion and avoid any such withholding.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANIES REGARDING THE ENHANCED ENTITIES

Except as set forth in the corresponding sections or subsections of the Disclosure Schedules attached hereto (collectively, the "Disclosure Schedules") (each of which shall qualify the specifically identified Sections or subsections hereof to which such Disclosure Schedule relates and each other Section or subsection hereby if the relevance of such disclosure to such other Section or subsection is readily apparent on its face), the Companies hereby jointly and severally represent and warrant to the Buyer as follows:

Section 3.1 **Organization and Qualification**.

(a) Each Enhanced Entity is (i) duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation as set forth in Schedule 3.1(a) of the Disclosure Schedules, and has full company power and authority to own,

lease and operate its properties and assets and to carry on its business as now conducted and as currently proposed to be conducted and (ii) duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties and assets occupied, owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) The Enhanced Entities have heretofore made available to the Buyer complete and correct copies of the certificates of incorporation, formation, and bylaws or equivalent organizational documents, each as amended to date, of the Enhanced Entities. Such certificates of incorporation, formation, bylaws or equivalent organizational documents are in full force and effect. None of the Enhanced Entities is in violation of any of the provisions of its certificate of incorporation, formation, bylaws or equivalent organizational documents. The board and equityholder resolutions and consents of each of the Enhanced Entities that have been made available for inspection by the Buyer prior to the date hereof are true and complete.

Section 3.2 **No Conflict; Required Filings and Consents**.

(a) Except for the Enhanced Advisory Client Consents or as set forth on Schedule 3.2(a), the execution, delivery and performance of this Agreement and each of the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(i) conflict with or violate the certificate of incorporation or bylaws or equivalent organizational documents of the Enhanced Entities;

(ii) conflict with or violate any Law applicable to the Enhanced Entities or by which any property or asset of the Enhanced Entities is bound or affected; or

(iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of the Enhanced Entities under, or result in the creation of any Encumbrance on any property, asset or right of the Enhanced Entities pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other Contract to which any Enhanced Entities is a party or by which any Enhanced Entity or any of their respective properties, assets or rights are bound or affected, except, in the case of the foregoing clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) Except as set forth on Section 3.2(b) of the Disclosure Schedules, none of the Enhanced Entities are required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance of this Agreement and each of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby, or in order to prevent the termination of any right, privilege, license or qualification of any of the Enhanced Entities, except for such filings as may be required by any applicable federal or state securities or "blue sky" laws.

(c) No "fair price," "interested shareholder," "business combination" or similar provision of any state takeover Law is applicable to the transactions contemplated by this Agreement or the Ancillary Agreements.

(d) Notwithstanding anything to the contrary contained herein, the Companies make no representation or warranty with respect to the transactions contemplated by the Reorganization Agreement.

Section 3.3 **Capitalization**. Schedule 3.3 of the Disclosure Schedules sets forth, for ECG, ECP, and each of their respective Subsidiaries that are not wholly-owned, the amount of the authorized capital stock or other equity or ownership interests of such entities, the amount of the outstanding capital stock or other equity or ownership interests of such entities, and the record and beneficial owners of the outstanding capital stock or other equity or ownership interests of such entities. Except for the Purchased Interests and except as set forth in Schedule 3.3 of the Disclosure Schedules, no Enhanced Entity has issued or agreed to issue any: (a) share of capital stock or other equity or ownership interest; (b) option, warrant or interest convertible into or exchangeable or exercisable for the purchase of shares of capital stock or other equity or ownership interests; (c) stock appreciation right, phantom stock, interest in the ownership or earnings of an Enhanced Entity or other equity equivalent or equity-based award or right; or (d) bond, debenture or other Indebtedness having the right to vote or convertible or exchangeable for securities having the right to vote. Each outstanding share of capital stock or other equity or ownership interest of the Enhanced Entities is duly authorized, validly issued, fully paid and nonassessable, and in the case of the Subsidiaries of each Enhanced Entity, each such share or other equity or ownership interest is owned by an Enhanced Entity or another Subsidiary, free and clear of any Encumbrance (other than Permitted Encumbrances and Encumbrances arising under Applicable Securities Laws or the organizational documents of the applicable Enhanced Entity). All of the outstanding shares or other equity or ownership interests set forth in Schedule 3.3 of the Disclosure Schedules have been offered, sold and delivered by the applicable Enhanced Entity in compliance with all applicable federal and state securities laws. Except as set forth in Schedule 3.3 of the Disclosure Schedules, the certificate of incorporation or bylaws or equivalent organizational documents of an Enhanced Entity and except for rights granted to the Buyer under this Agreement, there are no outstanding obligations of an Enhanced Entity to issue, sell or transfer or repurchase, redeem or otherwise acquire, or that relate to the holding, voting or disposition of or that restrict the transfer of, the issued or unissued capital stock or other equity or ownership interests of the Enhanced Entities. No shares of capital stock or other equity or ownership interests of the Enhanced Entities have been issued in violation of any rights, agreements, arrangements or commitments under any provision of applicable Law, the certificate of incorporation or bylaws or equivalent organizational documents of an Enhanced Entity or any Contract to which an Enhanced Entity is a party or by which an Enhanced Entity is bound.

Section 3.4 **Purchased Interests**. Upon delivery to the Buyer of executed transfer instruments for the Purchased Interests at the Closing and the Buyer's payment of the Closing Payments and delivery of Series E Preferred Units in accordance with Section 2.3, the Buyer shall acquire (directly or indirectly) good, valid and marketable title to (a) 100% of the ordinary common units of ECG and (b) 49% of the ordinary common units of ECP.

Section 3.5 **Equity Interests**. Except as set forth in Schedule 3.5 of the Disclosure Schedules, no Enhanced Entity directly or indirectly owns any equity, partnership, membership or similar interest in, or any interest convertible into, exercisable for the purchase of or exchangeable for any such equity, partnership, membership or similar interest, or is under any current or prospective obligation to form or participate in, provide funds to, make any loan, capital contribution or other investment in or assume any liability or obligation of, any Person.

Section 3.6 **Financial Statements; No Undisclosed Liabilities**.

(a) True and complete copies of (i) the audited consolidated balance sheets, including the consolidated schedules of investments, of ECG as of December 31, 2019, December 31, 2018 and December 31, 2017, and the related audited consolidated statements of operations, members' (deficit) equity and cash flows of ECG, together with all related notes thereto, accompanied by the reports thereon of ECG's independent auditors, and (ii) the audited consolidated balance sheets, including the schedules of investments, of ECP as of December 31, 2019, December 31, 2018 and December 31, 2017, and the related audited consolidated statements of operations, members' deficit and cash flows of ECG, together with all related notes thereto, accompanied by the reports thereon of ECP's independent auditors (the foregoing clauses (i) and (ii) collectively referred to as the "Financial Statements") and (iii) the unaudited consolidated balance sheet, including the consolidated schedule of investments, of ECG as of September 30, 2020, and the related consolidated statements of operations, members' (deficit) equity and cash flows of ECG, together with all related notes thereto, and (iv) the unaudited consolidated balance sheet, including the consolidated schedule of investments, of ECP as of September 30, 2020, and the related consolidated statements of operations, members' deficit and cash flows of ECP, together with all related notes thereto (the foregoing clauses (iii) and (iv) collectively referred to as the "Interim Financial Statements"), are attached hereto as Schedule 3.6(a) of the Disclosure Schedules. Each of the Financial Statements and the Interim Financial Statements (x) have been prepared in accordance with the books and records of the applicable Enhanced Entities, (y) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (z) fairly present, in all material respects, the consolidated financial position, results of operations and cash flows of the applicable Enhanced Entities as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments that will not, individually or in the aggregate, be material and the absence of footnotes.

(b) Except as and to the extent adequately accrued or reserved against in the unaudited consolidated balance sheet of ECG or ECP as of September 30, 2020 (collectively, the "Reference Balance Sheet"), none of the Enhanced Entities has any liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, whether known or unknown, that would be required by GAAP to be reflected in a consolidated balance sheet of an Enhanced Entity, except for (i) liabilities and obligations, incurred in the ordinary course of business consistent with past practice since the date of the Reference Balance Sheet, (ii) liabilities and obligations that are not, individually or in the aggregate, material to the Enhanced Entities, taken as a whole, or (iii) liabilities and obligations included in the computation of Transaction Expenses.

(c) The books of account and financial records of the Enhanced Entities are true and correct in all material respects and have been prepared and are maintained in all material respects in accordance with sound accounting practice.

(d) Except as set forth in Schedule 3.6(d), no Enhanced Entity has entered into any undertaking, guarantee or similar agreement on behalf of any GP Entity, Seller, any present or former employee, officer, or director of an Enhanced Entity in respect of any capital commitment, capital contribution, return obligation (including in respect of capital contributions or "clawback" of carried interest) or other substantially similar payments owed by such GP Entity, Seller or present or former employee officer or director of the Company.

Section 3.7 **Absence of Certain Changes or Events**. Since the date of the Reference Balance Sheet, except in connection with the transactions contemplated by this Agreement and the Ancillary Agreements: (a) the Enhanced Entities have conducted their businesses only in the ordinary course consistent with past practice; (b) there has not been any change, event or development or prospective change, event or development that, individually or in the aggregate, has had or is reasonably likely to have a Company Material Adverse Effect; (c) none of the Enhanced Entities has suffered any material loss, damage, destruction or other casualty affecting any of its properties or assets, whether or not covered by insurance; and (d) none of the Enhanced Entities has taken any action that, if taken after the date of this Agreement, would constitute a breach of any of the covenants set forth in Section 6.1.

Section 3.8 **Compliance with Law; Permits**.

(a) To the knowledge of the Companies, each of the Enhanced Entities, GP Entities and Enhanced Funds is and during the past three (3) years has been in compliance in all material respects with all Laws applicable to it. None of the Enhanced Entities, GP Entities, Enhanced Funds or, to the knowledge of the Companies, any of their respective officers, managers, directors or employees has received during the past three (3) years, any written notice, order, complaint or other written communication from any Governmental Authority or any other Person that an Enhanced Entity, GP Entity or Enhanced Fund is not in compliance in any material respect with any Law applicable to it.

(b) Each of the Enhanced Entities, GP Entities and Enhanced Funds is in possession of all permits, licenses, franchises, approvals, certificates, orders, registrations, notices or other authorizations of any Governmental Authority necessary for such Persons to own, lease and operate its properties and to carry on its business in all material respects as currently conducted (the "Permits"). Each of the Enhanced Entities, GP Entities and Enhanced Funds is and, during the past three (3) years has been, in compliance in all material respects with all such Permits. No suspension, cancellation, modification, revocation or nonrenewal of any Permit is pending or, to the knowledge of the Companies, threatened. Except as set forth on Schedule 3.8(b) of the Disclosure Schedules, no Permit is held in the name of any employee, officer, director, stockholder, agent or otherwise on behalf of an Enhanced Entity, GP Entity or Enhanced Fund.

(c) (i) None of the Enhanced Entities, GP Entities or Enhanced Funds nor, to the knowledge of the Companies, any of their respective officers, managers, directors or employees have been the subject of any investigations or disciplinary proceedings or orders of any Governmental Authority arising under applicable Laws, which would be required to be disclosed on Form ADV, or related to any laws and regulations applicable to anti-bribery, anticorruption, anti-money laundering matters and anti-terrorism financing, and no such disciplinary proceeding or order is pending or, to the knowledge of the Companies, threatened; (ii) none of the Enhanced Entities, GP Entities or Enhanced Funds nor, to the knowledge of the Companies, any of their respective officers, managers, directors, or employees have been permanently enjoined by the order, judgment or decree of any court or other Governmental Authority from engaging in or continuing any conduct or practice in connection with any activity; and (iii) none of the Enhanced Entities, GP Entities or, to the knowledge of the Companies, any other Person "associated" (as defined under the Advisers Act or its equivalent under any applicable Law) with any Enhanced Entity or GP Entity has been subject to, or has engaged in or been found to have engaged in conduct that could lead to, a disqualification pursuant to Section 203(e) or 203(f) of the Advisers Act (or its equivalent under any applicable Laws) to serve as an investment adviser or as an associated Person of a registered investment adviser nor is there any basis for such disqualification.

Section 3.9 **Litigation**. Except as set forth on Schedule 3.9 of the Disclosure Schedules, there is no Action pending or, to the knowledge of the Companies, threatened against an Enhanced Entity, GP Entity or Enhanced Fund, or any material property or asset of an Enhanced Entity, GP Entity or Enhanced Fund, or any of the officers of any Enhanced Entity, GP Entity or Enhanced Fund, in regards to their actions as such. There is no Action pending or, to the knowledge of the Companies, threatened seeking to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or the Ancillary Agreements. There is no outstanding or, to the knowledge of the Companies, pending order, writ, judgment, injunction, decree, determination or award of, or, to the knowledge of the Companies, threatened investigation by, any Governmental Authority relating to an Enhanced Entity, GP Entity or Enhanced Fund, any of their respective material properties or assets, any of their respective officers or directors, or the transactions contemplated by this Agreement or the Ancillary Agreements. There is no Action by an Enhanced Entity, GP Entity or Enhanced Fund pending, or which any Enhanced Entity, GP Entity or Enhanced Fund has commenced preparations to initiate, against any other Person. There is no Action pending, or to the knowledge of the Companies, threatened, relating to the termination of, or limitation of, any Enhanced Entity's or GP Entity's rights under its registration under the Advisers Act (if any) as an investment adviser, "relying adviser," "exempt reporting adviser" or any similar or related rights under any registrations or qualifications with various self-regulatory bodies, states or other jurisdictions or under any other applicable investment or advisory Laws.

Section 3.10 **Employee Benefit Plans**.

(a) No Enhanced Entity sponsors, maintains, contributes to or has any liability with respect to any employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA) or any other retirement, welfare, severance, incentive or bonus, deferred compensation, profit sharing, vacation or paid-time-off, stock purchase, stock option or equity incentive, severance, vacation, paid time off, fringe benefit or any other employee benefit or compensatory plan, program, policy, arrangement or agreement (each, a "Plan").

(b) No Enhanced Entity is obligated to make any payments that reasonably could be expected to be "excess parachute payments" pursuant to Section 280G of the Code.

Section 3.11 **Labor and Employment Matters**.

(a) Except as set forth on Schedule 3.11(a), no Enhanced Entity, GP Entity or Enhanced Fund employs or has during the past three (3) years employed any individual.

(b) Except as set forth on Schedule 3.11(b), all employees who provide services to the Enhanced Entities are employed solely by ECH. ECH is not a party to any labor or collective bargaining Contract that pertains to employees who provide services to an Enhanced Entity. There are no, and during the past three (3) years have been no, organizing activities or collective bargaining arrangements that could affect ECH pending or under discussion with any labor organization or group of employees of ECH. There is no, and during the past three (3) years there has been no, labor dispute, strike, controversy, slowdown, work stoppage or lockout pending or, to the knowledge of the Companies, threatened against or affecting ECH, nor is there any basis for any of the foregoing. There are no pending or, to the knowledge of the Companies, threatened union grievances or union representation questions involving employees of ECH.

(c) ECH is, and during the past three (3) years has been in compliance in all material respects with all applicable Laws respecting employment, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, employment practices and classification of employees, consultants and independent contractors.

(d) ECH has withheld and paid to the appropriate Governmental Authority or is holding for payment not yet due to such Governmental Authority all amounts required to be withheld from employees of ECH and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any applicable Laws relating to the employment of labor. ECH has paid in full to all its employees or adequately accrued in accordance with GAAP for all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees. No Enhanced Entity has or has had any obligation to pay any wages to any individual.

(e) To the knowledge of the Companies, no current employee or officer of ECH intends, or is expected, to terminate his employment relationship with such entity following the consummation of the transactions contemplated hereby.

(f) During the past three (3) years, (i) no allegations of workplace sexual harassment, discrimination or other misconduct have been made, initiated, filed or, to the knowledge of the Companies, threatened against ECH or any of its current or former directors, officers or senior level management employees, (ii) to the knowledge of the Companies, no incidents of any such workplace sexual harassment, discrimination or other misconduct have occurred, and (iii) neither ECH nor any Enhanced Entity has entered into any settlement agreement related to allegations of sexual harassment, discrimination or other misconduct by any of their employees.

Section 3.12 **Title to, Sufficiency and Condition of Assets**.

(a) The Enhanced Entities have good and valid title to or a valid leasehold or licensed interest in all of their material assets, including all of the assets reflected on the Balance Sheet or acquired in the ordinary course of business since the date of the Balance Sheet, except those sold or otherwise disposed of for fair value since the date of the applicable Balance Sheet in the ordinary course of business consistent with past practice. The assets owned or leased by an Enhanced Entities constitute in all material respects all of the assets necessary for the Enhanced Entities to carry on their respective businesses as currently conducted. None of the assets owned or leased by an Enhanced Entity is subject to any Encumbrance, other than Permitted Encumbrances.

(b) All tangible assets owned or leased by an Enhanced Entity have been maintained in all material respects in accordance with generally accepted industry practice, are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put.

(c) Except as set forth on Schedule 3.12(c), the Enhanced Entities exclusively own, free and clear of any and all Encumbrances, or otherwise have an exclusive, irrevocable and legally enforceable right, on a royalty-free basis, to perpetually use all performance records of the Enhanced Entities, the GP Entities and each Enhanced Advisory Client, including all data and other information underlying and supporting such records (collectively, "Performance Records").

This Section 3.12 does not relate to real property or interests in real property, such items being the subject of Section 3.13, or to Intellectual Property, such items being the subject of Section 3.14.

Section 3.13 **Real Property**.

(a) The Enhanced Entities do not own and have never owned any Owned Real Property. Schedule 3.13(a) of the Disclosure Schedules sets forth a true and complete list of all Leased Real Property. Each of the Enhanced Entities has valid leasehold interests in all Leased Real Property, in each case, free and clear of all Encumbrances except Permitted Encumbrances. To the knowledge of the Companies, no parcel of Leased Real Property is subject to any governmental decree or order to be sold or is being condemned, expropriated, re-zoned or otherwise taken by any public authority with or without payment of compensation therefore, nor, to the knowledge of the Companies, has any such condemnation, expropriation or taking been proposed. All leases of Leased Real Property and all amendments and modifications thereto are in full force and effect subject to the Enforceability Exceptions, and there exists no default under any such lease by an Enhanced Entity or, to the knowledge of the Companies, any other party thereto, nor any event which, with notice or lapse of time or both, would constitute a material default thereunder by an Enhanced Entity or, to the knowledge of the Companies, any other party thereto.

(b) There are no contractual or legal restrictions that preclude or restrict the ability to use any Owned Real Property or Leased Real Property by the Enhanced Entities for the current or contemplated use of such real property in any material respect. To the knowledge of the Companies, there are no material latent defects or material adverse physical conditions affecting the Owned Real Property or Leased Real Property. All plants, warehouses, distribution centers, structures and other buildings on the Owned Real Property or Leased Real Property are adequately maintained and are in good operating condition and repair for the requirements of the business of the Enhanced Entities as currently conducted.

Section 3.14 **Intellectual Property**.

(a) Schedule 3.14 of the Disclosure Schedules sets forth a true and complete list of all registered and material unregistered Marks, Patents and registered Copyrights, including any pending applications to register any of the foregoing, owned (in whole or in part) by or exclusively licensed to an Enhanced Entity, identifying for each whether it is owned by or exclusively licensed to the Enhanced Entity.

(b) No registered Mark identified on Schedule 3.14 of the Disclosure Schedules has been or is now involved in any opposition or cancellation proceeding and, to the knowledge of the Companies, no such proceeding is or has been threatened with respect to any of such Marks. No Patent identified on Schedule 3.14 of the Disclosure Schedules has been or is now involved in any interference, reissue or reexamination proceeding and, to the knowledge of the Companies, no such proceeding is or has been threatened with respect thereto any of such Patents.

(c) The Enhanced Entities exclusively own, free and clear of any and all Encumbrances, all Intellectual Property identified on Schedule 3.14 of the Disclosure Schedules and all other Intellectual Property used in the Enhanced Entities' businesses other than Intellectual Property that is licensed to the Enhanced Entities by a third party licensor pursuant to a written license agreement that remains in effect. No Enhanced Entity has received any notice or claim challenging an Enhanced Entity's ownership of any of the Intellectual Property owned (in whole or in part) by an Enhanced Entity, nor to the knowledge of the Companies is there a reasonable basis for any claim that an Enhanced Entity does not so own any of such Intellectual Property.

(d) Each of the Enhanced Entities has taken all reasonable steps in accordance with standard industry practices to protect its rights in its Intellectual Property and at all times has maintained the confidentiality of all information that constitutes or constituted a Trade Secret of the Enhanced Entities. All current and former employees, consultants and contractors of the Enhanced Entities have executed and delivered proprietary information, confidentiality and assignment agreements substantially in the Enhanced Entities' standard forms.

(e) All registered Marks, issued Patents and registered Copyrights identified on Schedule 3.14 of the Disclosure Schedules ("Company Registered IP") are valid and subsisting and, to the knowledge of the Companies, enforceable, and no Enhanced Entity has received any notice or claim challenging the validity or enforceability of any Company Registered IP or alleging any misuse of such Company Registered IP. Except in the ordinary course of business consistent with past practice, no Enhanced Entity has taken any action or failed to take any action that could reasonably be expected to result in the abandonment, cancellation, forfeiture, relinquishment, invalidation or unenforceability of any of the Company Registered IP (including the failure to pay any filing, examination, issuance, post registration and maintenance fees, annuities and the like and the failure to disclose any known material prior art in connection with the prosecution of patent applications).

(f) To the knowledge of the Companies, the development, manufacture, sale, distribution or other commercial exploitation of products, and the provision of any services, by or on behalf of the Enhanced Entities, and all of the other activities or operations of the Enhanced Entities, have not infringed upon, misappropriated, violated, diluted or constituted the unauthorized use of, any Intellectual Property of any third party, and no Enhanced Entity has received any notice or claim asserting or suggesting that any such infringement, misappropriation, violation, dilution or unauthorized use is or may be occurring or has or may have occurred. No Intellectual Property owned by or licensed to an Enhanced Entity is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use or licensing thereof by the Enhanced Entities. To the knowledge of the Companies, no third party is misappropriating, infringing, diluting or violating any Intellectual Property owned by or exclusively licensed to an Enhanced Entity in a material manner.

(g) Except in the ordinary course of business consistent with past practice, no Enhanced Entity has transferred ownership of, or granted any exclusive license with respect to, any material Intellectual Property. Upon the consummation of the Closing, the Buyer shall succeed to all of the material Intellectual Property rights necessary for the conduct of the Enhanced Entities' businesses as they are currently and proposed to be conducted and all of such rights shall be exercisable by the Buyer to the same extent as by the Enhanced Entities prior to the Closing. No loss or expiration of any of the material Intellectual Property used by an Enhanced Entity in the conduct of its business is, to the knowledge of the Companies, threatened, pending or reasonably foreseeable.

(h) The execution, delivery and performance by the Enhanced Entities of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, will not give rise to any right of any third party to terminate or re-price or otherwise modify any Enhanced Entity's rights or obligations under any agreement under which any right or license of or under Intellectual Property is granted to or by an Enhanced Entity.

(i) The Enhanced Entities (i) take reasonable measures, directly or indirectly, to ensure the confidentiality, privacy and security of customer, employee and other confidential information and (ii) comply and have complied with applicable data protection, privacy and similar Laws, directives and codes of practice in any jurisdiction relating to any data processed by the Enhanced Entities.

(j) This Section 3.14 contains the sole and exclusive representations and warranties of the Companies with respect to Intellectual Property matters.

Section 3.15 **Taxes**.

(a) All Tax Returns required to have been filed by or with respect to any Enhanced Entity have been timely filed (taking into account any valid extension of time to file granted or obtained) and all such Tax Returns are true, correct and complete. All Taxes required to be paid by any Enhanced Entity (whether or not shown to be payable on any such Tax Returns) have been timely paid, unless disputed in good faith and adequately reserved under GAAP. Each Enhanced Entity has withheld or collected and paid over to the applicable Governmental Authority all Taxes required to have been so withheld or collected and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party pursuant to applicable Law.

(b) No deficiency for any amount of Tax has been asserted or assessed by a Governmental Authority in writing against any Enhanced Entity that has not been satisfied by payment, settled or withdrawn.

(c) There are no Tax liens on any of the assets of any of the Enhanced Entities, other than liens for Taxes not yet (i) due and payable or (ii) otherwise delinquent.

(d) There is no Action pending, ongoing, proposed or threatened with respect to Taxes or Tax Returns of any of the Enhanced Entities.

(e) None of the Enhanced Entities has consented to extend the time or waive any applicable statute of limitations, or is the beneficiary of any extension of time, in which any Tax may be assessed or collected by any Governmental Authority and no request has been made for any such extension or waiver, which extension or waiver (or request) remains outstanding.

(f) No Governmental Authority with which any Enhanced Entity does not file Tax Returns has made an assertion in writing (which assertion remains outstanding) that such Enhanced Entity is or may be required to pay Taxes to or file Tax Returns with that Governmental Authority.

(g) None of the Enhanced Entities is a party to or bound by any Tax allocation or sharing agreement (other than an agreement that is solely between Enhanced Entities) other than an agreement entered into in the ordinary course of business the primary purpose of which is other than Taxes and under which no Enhanced Entity has any material liability for Taxes. No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any Governmental Authority with respect to any Enhanced Entity.

(h) None of the Enhanced Entities (i) has been a member of an affiliated group (within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local, or non-U.S. law) filing (or that is required to file) a consolidated income Tax Return the common parent of which is other than an Enhanced Entity, or (ii) has any liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, or by contract.

(i) None of the Enhanced Entities has engaged in any “listed transaction” as defined in Treasury Regulations Section 1.6011-4(b)(2).

(j) None of the Enhanced Entities will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (i) a change in or use of an incorrect method of accounting for a taxable period ending on or before the Closing Date (including any adjustment pursuant to Code Section 481(a)), (ii) an installment sale or open transaction disposition made on or prior to the Closing, (iii) a prepaid amount received or paid, or deferred

revenue accrued or realized, prior to the Closing, (iv) a "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state or local Tax law) executed prior to the Closing, or (v) any gain recognition agreement to which the Company or any Subsidiary is a party under Section 367 of the Code (or any corresponding or similar provision of income Tax Law).

(k) Each of the Enhanced Entities is in compliance in all material respects with all applicable transfer pricing Laws.

(l) Each of the Companies is, and has been since its formation, properly classified as a partnership for federal income tax purposes. Each Subsidiary of ECG or ECP is, and has been since its formation, properly classified as either a partnership or as an entity disregarded from its owner for federal income tax purposes. No Enhanced Entity directly or indirectly holds any interest classified as equity in any Person that is not an Enhanced Entity.

(m) Each of the Enhanced Entities have (i) to the extent deferred, properly complied in all material respects with all applicable Law in order to defer the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, (ii) to the extent applicable, eligible, and claimed, or intended to be claimed, properly complied in all material respects with all legal requirements and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Act and Section 2301 of the CARES Act, and (iii) not deferred any payroll tax obligations (including those imposed by Sections 3101(a) and 3201 of the Code) (for example, by a failure to timely withhold, deposit or remit such amounts in accordance with the applicable provisions of the Code and the Treasury Regulations promulgated thereunder) pursuant to or in connection with the Payroll Tax Executive Order.

(n) Each reference to the Enhanced Entities in this Section 3.15 includes reference to any Person that merged with or into any of the Enhanced Entities or for which any Enhanced Entity has any successor or transferee liability.

(o) This Section 3.15 and Section 3.11 (to the extent Section 3.11 specifically addresses Taxes) contains the sole and exclusive representations and warranties of the Companies with respect to Tax matters.

Section 3.16 **Environmental Matters**. The Enhanced Entities hold all licenses, permits and other authorizations required under all applicable Laws, regulations and other requirements of Governmental Authorities relating to pollution (or the cleanup thereof), to the protection of natural resources, endangered or threatened species, the environment or human health and safety or to the presence or handling of or exposure to hazardous substances ("Environmental Laws") to operate at the Owned Real Property and the Leased Real Property and to carry on the business of the Enhanced Entities as now conducted, except as would not reasonably be expected to be material to the Enhanced Entities, taken as a whole. The Enhanced Entities are in compliance in all material respects with all Environmental Laws and with all such licenses, permits and authorization.

Section 3.17 **Material Contracts**.

(a) Except as set forth in Schedule 3.17(a) of the Disclosure Schedules, no Enhanced Entity is a party to or is bound by any Contract of the following nature (such Contracts as are required to be set forth in Schedule 3.17(a) of the Disclosure Schedules being "Material Contracts"):

(i) any broker, distributor, dealer, manufacturer's representative, franchise, agency, continuing sales or purchase, sales promotion, market research, marketing, consulting or advertising Contract;

(ii) any Contract relating to or evidencing Indebtedness under clause (i) of such definition;

(iii) any Contract pursuant to which an Enhanced Entity has provided funds to or made any loan, capital contribution or other investment in, or assumed any liability or obligation of, any Person, including take-or-pay contracts or keepwell agreements;

(iv) any Contract with any Governmental Authority;

(v) any Contract with any Related Party of an Enhanced Entity;

(vi) any employment or consulting Contract with any employee of ECH, other than Contracts for employment covered in clause (v), that involves an aggregate future or potential liability in excess of $500,000;

(vii) any Contract that limits, or purports to limit, the ability of an Enhanced Entity to compete in any line of business or with any Person or in any geographic area or during any period of time, or that restricts the right of the Enhanced Entities to sell to or purchase from any Person or to hire any Person, or that grants the other party or any third person "most favored nation" status or any type of special discount rights;

(viii) any Contract that requires a consent to or otherwise contains a provision relating to a "change of control," that would be triggered by the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements (other than the Reorganization Agreement);

(ix) to the extent not disclosed under clause (viii), (A) any Enhanced Entity Advisory Contracts and (B) any side letters or similar agreements with respect to an Enhanced Fund that modify the terms of any investor's participation in such Enhanced Fund;

(x) any Contract pursuant to which an Enhanced Entity is the lessee or lessor of, or holds, uses, or makes available for use to any Person (other than an Enhanced Entity), (A) any real property or (B) any tangible personal property and, in the case of clause (B), that involves an aggregate future or potential liability or receivable, as the case may be, in excess of $500,000;

(xi) any Contract for the sale or purchase of any real property, or for the sale or purchase of any tangible personal property in an amount in excess of $500,000;

(xii) any Contract providing for indemnification to or from any Person with respect to liabilities relating to any current or former business of an Enhanced Entity or any predecessor Person;

(xiii) any Contract containing confidentiality clauses;

(xiv) any Contract relating in whole or in part to any Intellectual Property;

(xv) any joint venture or partnership, merger, asset or stock purchase or divestiture Contract relating to an Enhanced Entity;

(xvi) any Contract with any labor union or providing for benefits under any Plan;

(xvii) any hedging, futures, options or other derivative Contract;

(xviii) any Contract for the purchase of any debt or equity security or other ownership interest of any Person, or for the issuance of any debt or equity security or other ownership interest, or the conversion of any obligation, instrument or security into debt or equity securities or other ownership interests of, an Enhanced Entity;

(xix) any Contract relating to settlement of any administrative or judicial proceedings within the past three (3) years;

(xx) any Contract that results in any Person holding a power of attorney from an Enhanced Entity that relates to an Enhanced Entity or any of their respective businesses; and

(xxi) any other Contract, whether or not made in the ordinary course of business that (A) involves a future or potential liability or receivable, as the case may be, in excess of $500,000 on an annual basis, or in excess of $500,000 over the current Contract term, (B) has a term greater than one year and cannot be cancelled by an Enhanced Entity without penalty or further payment and without more than 30 days' notice or (C) is material to the business, operations, assets, financial condition, results of operations or prospects of the Enhanced Entities, taken as a whole.

(b) Except as set forth in Schedule 3.17(b), each Material Contract is a legal, valid, binding and enforceable agreement subject to the Enforceability Exceptions and is in full force and effect. No Enhanced Entity or, to the knowledge of the Companies, any other party is in material breach or material violation of, or (with or without notice or lapse of time or both) material default under, any Material Contract, nor has any Enhanced Entity received any written notice of any such breach, violation or default. The Enhanced Entities have delivered or made available to the Buyer true and complete copies of all Material Contracts, including any amendments thereto.

Section 3.18 **Affiliate Interests and Transactions**.

(a) No Related Party of an Enhanced Entity: (i) owns, directly or indirectly, any equity or other financial or voting interest in any competitor, supplier, licensor, lessor, distributor, independent contractor or customer of an Enhanced Entity or its business; (ii) owns, directly or indirectly, or has any interest in any property (real or personal, tangible or intangible) that an Enhanced Entity uses or has used in or pertaining to the business of the Enhanced Entities; or (iii) has any business dealings or a financial interest in any transaction with an Enhanced Entity or involving any assets or property of an Enhanced Entity, other than, in each case above, any incentive equity arrangements, any employment or retention agreement or any employee benefit plan or obligation relating thereto and business dealings or transactions conducted in the ordinary course of business at prevailing market prices and on prevailing market terms.

(b) Except for this Agreement, there are no Contracts by and between an Enhanced Entity, on the one hand, and any Related Party of an Enhanced Entity, on the other hand, pursuant to which such Related Party provides or receives any information, assets, properties or support services to or from an Enhanced Entity (including Contracts relating to billing, financial, tax, accounting, data processing, human resources, administration, legal services, information technology and other corporate overhead matters).

(c) Except as set forth on Schedule 3.18(c) and other than the Promissory Note and compensation, benefits and expense reimbursement obligations payable to officers, managers and directors and employees, there are no outstanding notes payable to, accounts receivable from or advances by an Enhanced Entity to, and no Enhanced Entity is otherwise a debtor or creditor of, or has any liability or other obligation of any nature to, any Related Party of the Enhanced Entities or any Enhanced Entity. Since the date of the Balance Sheet, no Enhanced Entity has incurred any obligation or liability to, or entered into or agreed to enter into any transaction with or for the benefit of, any Related Party of the Enhanced Entities or the Enhanced Entities, other than the transactions contemplated by this Agreement, compensation, benefits and expense reimbursement obligations payable to officers, managers and directors and employees and except as set forth on Schedule 3.18(c).

Section 3.19 **Insurance**. Schedule 3.19 of the Disclosure Schedules sets forth a true and complete list of all casualty, directors and officers liability, general liability, product liability and all other types of insurance policies maintained with respect to the Enhanced Entities, together with the carriers and liability limits for each such policy. All such policies are in full force and effect and no application therefor included a material misstatement or omission. All premiums with respect thereto have been paid to the extent due. The Enhanced Entities have not received written notice of, nor to the knowledge of the Companies, are there threatened, any cancellation, termination, reduction of coverage or material premium increases with respect to any such policy. No claim currently is pending under any such policy involving an amount in excess of $250,000. Schedule 3.19 of the Disclosure Schedules identifies which insurance policies are “occurrence” or “claims made” and which Person is the policy holder.

Section 3.20 **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of any Enhanced Entity.

Section 3.21 **Investment Adviser Activities**.

(a) The Enhanced Entities and GP Entities are duly registered with the SEC and with all other applicable Governmental Authorities as investment advisers to the extent required by applicable Law, unless the failure to be so duly registered would not reasonably be expected to be material to the Business. Except for this registration, none of the Sellers, the Enhanced Entities, or any of the Enhanced Entities' officers, managers, directors or employees is, or is required to be, registered or appointed as an "investment adviser" or "investment adviser representative" under applicable Law. Each such registration is in full force and effect.

(b) No Enhanced Entity or GP Entity is or has been a "broker-dealer" within the meaning of the Exchange Act.

(c) No Enhanced Entity or GP Entity or, to the knowledge of the Companies, any officer, manager, director or employee thereof is, or since January 1, 2017 has been, required to be registered (i) in any jurisdiction or with the SEC or any other Governmental Authority as a broker-dealer, registered representative, sales person or transfer agent or (ii) with the Commodity Futures Trading Commission as a "commodity pool operator" (as defined in the CEA) or a "commodity trading advisor" (as defined in the CEA).

(d) To the knowledge of the Companies, no employee of any Enhanced Entity or GP Entity conducts investment management or investment advisory or sub-advisory activities except (i) as part of his or her employment with the applicable Enhanced Entity or GP Entity, (ii) managing his or her own investments or the investments of family members (including as an executor or similar agent), including as permitted by the family office exemption pursuant to Rule 202(a)(11)(G)-1 under the Advisers Act, or (iii) on behalf of charitable organizations as a member of a board or committee for which no compensation is paid.

(e) No Enhanced Advisory Client is an open-end investment company, closed-end investment company, unit investment trust, business development company or other collective investment vehicle registered or, to the knowledge of the Companies, required to be registered under the Investment Company Act.

(f) Except as set forth on Schedule 3.21(f), no Enhanced Advisory Client is a "benefit plan investor" within the meaning of Section 3(42) of ERISA or an entity or account the assets of which constitute "plan assets" for purposes of ERISA or Section 4975 of the Code.

Section 3.22 **Clients and Advisory Contracts**.

(a) Schedule 3.22 lists each Enhanced Advisory Client. Schedule 3.22 also identifies whether such Enhanced Advisory Client is an Enhanced Fund or other type of Enhanced Advisory Client (e.g., separate account client) and lists (i) the domicile of such Enhanced Advisory Client, (ii) whether such Enhanced Advisory Client is a Related Party, and (iii) whether the applicable provisions of such Enhanced Advisory Client's Enhanced Entity Advisory Contract permits negative consent to a "deemed assignment" of such agreement under the Advisers Act or whether affirmative consent is required. Additionally, in the case of each Enhanced Fund, Schedule 3.22 shall (x) set forth the aggregate capital commitments, the aggregate contributed capital, the aggregate capital account value as of the date indicated, the aggregate remaining capital commitments and the management fee schedule in effect (including any applicable management fee waivers or discounts), (y) identify whether such Enhanced Fund is an SBIC, and (z) identify the name of each investor in the Enhanced Funds.

(b) Each Enhanced Entity Advisory Contract has been performed in accordance with its terms, the Advisers Act, the SBIC Act (if applicable) and all other applicable Laws by the Enhanced Adviser Entities, except, in each case, as would not reasonably be expected to be material to the Business. No Enhanced Advisory Client or investor in any Enhanced Advisory Client is in material default of any obligation (including any economic obligation) under any of its Enhanced Entity Advisory Contracts or any Enhanced Entity Advisory Contract in respect of the Enhanced Entities. No subscription agreement materially alters the terms of any Enhanced Entity Advisory Contract.

(c) As of the date of this Agreement, the Enhanced Adviser Entities have not received notice from any current Enhanced Advisory Client of such Enhanced Advisory Client's intent to terminate its Enhanced Entity Advisory Contract, to engage in negotiations to amend the terms and conditions of its Enhanced Entity Advisory Contract, or to withdraw assets from the Companies' management, in each case other than in the ordinary course of business.

(d) Notwithstanding anything to the contrary contained herein, the Companies make no representation or warranty with respect to the transactions contemplated by the Reorganization Agreement.

Section 3.23 **Code of Ethics; Compliance Procedures; Compliance**.

(a) The Enhanced Adviser Entities have adopted (and since January 1, 2017 have maintained at all times required by applicable Law (i) a written code of ethics, as required by Rule 204A-1 under the Advisers Act, (ii) a written policy regarding insider trading and the protection of material non-public information, (iii) policies and procedures with respect to the protection of non-public personal information about customers, clients and other third parties designed to assure compliance with applicable Law, (iv) a proxy voting policy as required by Rule 206(4)-6 under the Advisers Act, (v) anti-money laundering and customer identification programs in compliance with applicable Law, (vi) policies and procedures with respect to business continuity plans in the event of business disruptions, (vii) policies and procedures for the allocation of investments purchased for its clients and (viii) all other policies and procedures pursuant to Rule 206(4)-7 under the Advisers Act (all of the foregoing policies and procedures being referred to collectively as "Adviser Compliance Policies"), and have designated and approved a chief compliance officer. Since January 1, 2017, there have been no material violations or allegations of material violations of the Adviser Compliance Policies. True and correct copies of the Adviser Compliance Policies have been delivered to the Buyer prior to the date hereof.

(b) The Enhanced Adviser Entities have conducted an oral or written review of the adequacy of such Adviser Compliance Policies for each 12-month period ended December 31 from 2017 through 2019 and the Enhanced Adviser Entities have determined, based upon such reviews, that the Adviser Compliance Policies have been effectively implemented in all material respects and in accordance with applicable Law.

(c) Neither any Enhanced Entity or GP Entity nor, to the knowledge of the Companies, any of the persons associated with any Enhanced Entity or GP Entity as specified in Section 506 of Regulation D under the Securities Act are subject to any of the disqualifying events listed in Section 506.

(d) Since January 1, 2017, no member or part of the Enhanced Organization and, to the knowledge of the Companies, no director, trustee, officer or employee of the Enhanced Organization, has used any funds for campaign contributions that would cause any Enhanced Adviser Entity to be in violation of Rule 206(4)-5 of the Advisers Act.

Section 3.24 **Form ADV**. Each Enhanced Adviser Entity has made available to the Buyer a copy (current as of the date of this Agreement) of its Form ADV Parts 1, 2A, 2B and 3 (if applicable), as filed with the SEC or delivered to Enhanced Advisory Clients, as applicable. As of the date of each filing, amendment or delivery, as applicable, each part of each such Form ADV was accurate and correct in all material respects, did not omit to state a fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and complied in all material respects with applicable Law.

Section 3.25 **Additional Representations and Warranties Regarding the Enhanced Funds**.

(a) Since its inception, no Enhanced Fund has (i) been required to register as an investment company under the Investment Company Act or (ii) issued or had outstanding any shares or other equity interests that are registered or required to be registered under the Securities Act, the Exchange Act or any comparable regulatory regimes. No Enhanced Fund is advised by any Person serving in the capacity of primary adviser, sub-adviser or any other advisory role to such Enhanced Fund other than the applicable Enhanced Adviser Entity.

(b) There has been in full force and effect an Enhanced Entity Advisory Contract with an Enhanced Adviser Entity at all times that such Enhanced Adviser Entity was performing investment management, advisory or sub-advisory or similar services for an Enhanced Fund. Each Enhanced Entity Advisory Contract pursuant to which the Enhanced Adviser Entity has received compensation respecting its activities in connection with any of the Enhanced Funds was duly approved and performed in all material respects in accordance with the applicable organizational documents and applicable Law. Each Enhanced Adviser Entity has provided to Buyer prior to the date hereof true and complete copies of each Enhanced Entity Advisory Contract and all side letters or similar agreements with any investor in an Enhanced Fund.

(c) Each Enhanced Fund has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority. Each Enhanced Fund is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so under applicable Law, except for any failure to be so qualified, licensed or registered that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. All outstanding shares, units or interests of each Enhanced Fund (i) have been issued, offered and sold in compliance with applicable Law in all material respects and (ii) have been duly authorized and validly issued and are fully paid (other than with respect to any unfunded capital commitments that may be called by the relevant GP Entity of such Enhanced Fund pursuant to the limited partnership agreement or limited liability company agreement (or equivalent) of such Enhanced Fund) and (if applicable) non-assessable.

(d) Each Enhanced Fund currently is, and has been since its inception, operated in compliance in all material respects with the terms of its Enhanced Entity Advisory Contracts. To the knowledge of the Companies, each Enhanced Fund is in material compliance with the terms governing each of its underlying investments (including, without limitation, in respect of compliance with any applicable reporting and confidentiality provisions). No Enhanced Fund is in default with respect to any obligations to contribute capital to such underlying investments. Schedule 3.25(d) sets out for each Enhanced Fund a schedule of investments including cost, current value, and remaining commitment for each investment.

(e) There are no material consent judgments or judicial orders on or with regard to any of the Enhanced Funds.

(f) The Enhanced Entities have provided to Buyer prior to the date hereof true and complete copies of the audited financial statements, prepared in accordance with GAAP or in conformity with the accounting principles established by the SBIC Act, as applicable, of each of the Enhanced Funds, for the three (3) fiscal years ending December 31, 2019, December 31, 2018 and December 31, 2017 (each hereinafter referred to as an "Enhanced Fund Financial Statement"). Each of the Enhanced Fund Financial Statements is consistent with the books and records of the related Enhanced Fund, and presents fairly in all material respects the consolidated financial position of the Enhanced Fund in accordance with GAAP or the accounting principles established by the SBIC Act, as applicable, applied on a consistent basis (except as otherwise noted therein) at the respective date of such Enhanced Fund Financial Statement and the results of operations and cash flows for the respective periods indicated. To the knowledge of the Companies, the Enhanced Fund Financial Statements reflect and disclose all material changes in accounting principles and practices adopted by each of the Enhanced Funds during the periods covered by each Enhanced Fund Financial Statement.

(g) Except as described in Schedule 3.25(g), no Enhanced Fund has at any time been terminated, or has had its investment operations (including such Enhanced Fund's ability to call or recycle capital for investment purposes) suspended or terminated, prior to the end of its stated term or had its management, investment management or investment advisory function transferred away from any Enhanced Entity.

(h) No Enhanced Fund, GP Entity, or Enhanced Entity has engaged any intermediary, placement agent, distributor or solicitor that was not a registered broker-dealer to offer interests in any Enhanced Fund or to sell any interest in any Enhanced Fund, and there are no outstanding claims against an Enhanced Entity or any Enhanced Fund with respect to any such offers or sales.

(i) Except for such failures which, individually or in the aggregate, would not reasonably be expected to result in a Company Material Adverse Effect, each Enhanced Fund and GP Entity (and the Enhanced Entities on behalf of each Enhanced Fund and GP Entity) is in compliance with, and has since January 1, 2017 complied with the privacy rules and applicable regulations promulgated under applicable Law, including the Gramm-Leach-Bliley Act, including the giving of any required notices to investors in each of the Enhanced Funds, the California Consumer Privacy Act of 2018 and the European Union's General Data Protection Regulation.

(j) All investor presentations, private placement memoranda and offering materials containing Performance Records provided, presented or made available by any Enhanced Entity or GP Entity to any Enhanced Advisory Client or any actual or potential investor in any Enhanced Fund have, to the knowledge of the Companies, (i) complied with applicable Law in all material respects and (ii) did not at the time they were so provided, presented or made available contain any untrue statement of a fact or, solely with respect to any private placement memoranda containing Performance Records, omit to state a fact required to be stated in them or necessary to make the statements in them, in light of the circumstances under which they were made, not misleading. The Companies maintain all documentation necessary to form a basis for, demonstrate or recreate the calculation of the performance or rate of return of all accounts that are included in the Performance Records as required by applicable Law.

(k) Enhanced Small Business Company, LP has been granted a license to operate as a "small business investment company" (an "SBIC") under the provisions of Section 301(c) of the SBIC Act, and is an SBIC in good standing under and in material compliance with the provisions of the SBIC Act.

Section 3.26 **Regulatory Reports; Filings**. Since January 1, 2017, each Enhanced Adviser Entity has filed, on a timely basis, Form ADVs and all other required regulatory reports, schedules, forms, registrations and other documents in each case that are material to the Enhanced Adviser Entity, as applicable, together with any amendments required to be made with respect thereto with (i) the SEC, (ii) the SBA, (iii) any applicable domestic or foreign industry self-regulatory organization ("SRO"), and (iv) all other applicable federal, state or foreign governmental or regulatory agencies or authorities (collectively with the SEC, the SBA and the SROs, "Regulatory Agencies"), and has paid all fees and assessments due and payable in connection therewith. Except for routine examinations conducted by a Regulatory Agency in the regular course of the business of the Enhanced Adviser Entities or as set forth on Schedule 3.26, no Regulatory Agency has initiated, or threatened to initiate, any material proceeding or, to the knowledge of the Companies, material investigation or inquiry into the business or operations of any Enhanced Adviser Entity. There is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations of any Enhanced Adviser Entity that, individually or in the aggregate, would be material to the Companies.

Section 3.27 **Additional Representations and Warranties Regarding the GP Entities.**

(a) Each GP Entity has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority. Each GP Entity is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so under applicable Law, except for any failure to be so qualified, licensed or registered that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. All outstanding shares, units or interests of each GP Entity (i) have been issued, offered and sold in compliance with applicable Law in all material respects and (ii) have been duly authorized and validly issued and are fully paid and non-assessable.

(b) No GP Entity is in default or breach under any Enhanced Fund governing documents with respect to any obligations to contribute or return capital to any Enhanced Fund, including with respect to any capital commitment, capital contribution, "giveback," "clawback" or other funding/return obligation.

(c) Except as set forth on Schedule 3.27, since January 1, 2017, to the knowledge of the Companies, no Person has taken or failed to take any action that would: (i) suspend or terminate any Enhanced Entity Advisory Contract by and between an Enhanced Adviser Entity, on one hand, and any Enhanced Fund, GP Entity or other Enhanced Advisory Client on the other hand, (ii) constitute grounds for removal of any GP Entity (or similar cessation of control) from such role under the governing documents of the applicable Enhanced Fund, (iii) constitute grounds for suspension or early termination of any Enhanced Fund's investment or commitment period or early termination or dissolution of the Enhanced Fund or (iv) otherwise suspend, modify, reduce or waive the payment (whether direct or indirect) of management fees or similar remuneration otherwise payable to an Enhanced Entity by any Enhanced Fund, GP Entity or other Enhanced Advisory Client.

(d) There are no material consent judgments or judicial orders on or with regard to any of the GP Entities.

Section 3.28 **Indebtedness**. Schedule 3.28 sets forth all Indebtedness of any Enhanced Entity as of the date hereof, which schedule shall be updated as of the Closing as set forth in Section 2.4(a).

Section 3.29 **Permanent Capital Assets**. Schedule 3.29 sets forth the Permanent Capital Assets as of October 31, 2020. There have been no distributions of any Permanent Capital Assets after October 31, 2020 (whether owned or acquired on or after October 31, 2020).

Section 3.30 **Syndication Projects**. Schedule 3.30 sets forth, for all tax credit syndication projects existing as of the date hereof, the project name, date such project was closed or a letter of intent in respect of such project was executed, total tax credit dollar amount, the estimated annual revenue for 2020 and the expected revenue remaining thereafter (in each case, as of the date of this Agreement).

Section 3.31 **EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES** . EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS Article III. THE ENHANCED ENTITIES EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THEIR BUSINESSES OR THEIR ASSETS, AND THE ENHANCED ENTITIES SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THEIR ASSETS, ANY PART THEREOF, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND THE BUYERS HAVE RELIED SOLELY ON THEIR OWN EXAMINATION AND INVESTIGATION THEREOF. FURTHER, THE ENHANCED ENTITIES HEREBY EXPRESSLY DISCLAIM ANY OTHER REPRESENTATIONS OR

WARRANTIES OF ANY KIND OR NATURE, LEGAL OR CONTRACTUAL, EXPRESS OR IMPLIED, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE BUYERS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Section 4.1 **Representations and Warranties Regarding the Sellers**. Except as set forth in the corresponding sections or subsections of the Disclosure Schedules attached hereto (each of which shall qualify only the specifically identified Sections or subsections hereof to which such Disclosure Schedule relates and each other Section or subsection hereby if the relevance of such disclosure to such other Section or subsection is readily apparent on its face), each Seller hereby severally represents and warrants to the Buyer, solely on behalf of itself, as follows:

(a) Organization and Qualification. Such Seller is (i) duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and has full power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted, and (ii) duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties and assets occupied, owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where any such failures to be so duly qualified or licensed and in good standing that, individually or in the aggregate, would not materially impair the ability of such Seller to consummate the transactions contemplated in this Agreement and the Ancillary Agreements.

(b) Authority. Such Seller has full corporate or limited liability company (as applicable) power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by such Seller of this Agreement and each of the Ancillary Agreements to which such Seller will be a party and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate or limited liability company (as applicable) action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which such Seller will be a party will have been, duly executed and delivered by such Seller and, assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which such Seller will be a party will constitute, the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, subject to the Enforceability Exceptions.

(c) No Conflict; Required Filings and Consents.

(i) The execution, delivery and performance by such Seller of this Agreement and each of the Ancillary Agreements to which such Seller will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(A) conflict with or violate the certificate of incorporation or bylaws or equivalent organizational documents of such Seller;

(B) conflict with or violate any Law applicable to such Seller or by which any property or asset of such Seller is bound or affected; or

(C) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of such Seller under, or result in the creation of any Encumbrance on any property, asset or right of such Seller pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other Contract to which such Seller is a party or by which such Seller or any of its properties, assets or rights are bound or affected, except, in the case of the foregoing clauses (B) and (C), for any such conflicts, violations, breaches, defaults or other occurrences that, individually or in the aggregate, would not materially impair the ability of such Seller to consummate the transactions contemplated in this Agreement and the Ancillary Agreements.

(ii) Except as set forth on Schedule 4.1(c)(ii), such Seller is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by such Seller of this Agreement and each of the Ancillary Agreements to which such Seller will be a party or the consummation of the transactions contemplated hereby or thereby, except for such filings as may be required by any applicable federal or state securities or "blue sky" laws.

(d) Purchased Interests. Such Seller is the record and beneficial owner of the Purchased Interests as set forth across from such Seller's name on Schedule A, in each case, free and clear of any Encumbrance (other than Permitted Encumbrances and Encumbrances arising under Applicable Securities Laws and the organizational documents of such Seller). Such Seller has the right, authority and power to sell, assign and transfer such Purchased Interests to the Buyer. Upon delivery to the Buyer of executed transfer instruments for the Purchased Interests at the Closing and the Buyer's payment of the Purchase Price, (the Buyer shall acquire good, valid and marketable title to the Purchased Interests, free and clear of any Encumbrance (other than Encumbrances arising under Applicable Securities Laws and the organizational documents of such Seller).

(e) Litigation. There is no Action pending or, to the knowledge of such Seller, threatened seeking to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or the Ancillary Agreements. There is no outstanding or, to the knowledge of such Seller, pending order, writ, judgment, injunction, decree, determination or award of, to the knowledge of such Seller, threatened investigation by, any Governmental Authority relating to the transactions contemplated by this Agreement or the Ancillary Agreements.

(f) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated in this Agreement and the Ancillary Agreements based upon arrangements made by or on behalf of such Seller.

(g) Credit Support. Schedule 4.1(g) of the Disclosure Schedules sets forth all guarantees, letters of credit, treasury securities, surety bonds and other forms of credit support provided by such Seller or any Affiliate of such Seller (other than the Target Entities) in support of any Indebtedness or other liabilities of any Target Entity, or provided by any Target Entity in support of any Indebtedness or other liabilities of any Person.

(h) EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. EXCEPT AS SET FORTH IN Section 4.2 AND Section 4.3, THE REPRESENTATIONS AND WARRANTIES MADE BY EACH SELLER IN THIS Section 4.1 ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES. EXCEPT AS SET FORTH IN THIS Section 4.1, Section 4.2 AND Section 4.3, EACH SELLER HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, LEGAL OR CONTRACTUAL, EXPRESS OR IMPLIED, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE BUYERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA).

Section 4.2 **Representations and Warranties Regarding the Blockers**. Except as set forth in the corresponding sections or subsections of the Disclosure Schedules attached hereto (each of which shall qualify only the specifically identified Sections or subsections hereof to which such Disclosure Schedule relates and each other Section or subsection hereby if the relevance of such disclosure to such other Section or subsection is readily apparent on its face and shall not qualify any other provision of this Agreement or any Ancillary Agreement), each Trident Seller hereby represents and warrants to the Buyer, solely on behalf of itself (but jointly and severally with respect to the other Trident Sellers), as follows:

(a) Organization and Qualification.

(i) Each Blocker is (i) duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and has full company power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted, and (ii) duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties and assets occupied, owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary.

(ii) The Trident Sellers have heretofore furnished to the Buyer complete and correct copies of the certificates of incorporation and bylaws or equivalent organizational documents, each as amended to date, of the Blockers. Such certificates of incorporation, bylaws or equivalent organizational documents are in full force and effect. None of the Blockers is in violation of any of the provisions of its certificate of incorporation, bylaws or equivalent organizational documents. The board and stockholder resolutions and consents of each of the Blockers that have been made available for inspection by the Buyer prior to the date hereof are true and complete in all material respects.

(b) Authority. Each Blocker has full corporate or limited liability company (as applicable) power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each Blocker of this Agreement and each of the Ancillary Agreements to which the Blockers will be a party and the consummation by each Blocker of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which Blocker will be a party will have been, duly executed and delivered by each Blocker and, assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which each Blocker will be a party will constitute, the legal, valid and binding obligations of each Blocker, enforceable against each Blocker in accordance with their respective terms, subject to the Enforceability Exceptions.

(c) No Conflict; Required Filings and Consents.

(i) The execution, delivery and performance by each Blocker of this Agreement and each of the Ancillary Agreements to which each Blocker will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(A) conflict with or violate the certificate of incorporation or bylaws or equivalent organizational documents of either Blocker;

(B) conflict with or violate any Law applicable to either Blocker or by which any property or asset of either Blocker is bound or affected; or

(C) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, require any consent of or notice to any Person pursuant to, give to others any right of termination, amendment, modification, acceleration or cancellation of, allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect any rights of either Blocker under, or result in the creation of any Encumbrance on any property, asset or right of either Blocker pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other Contract to which either Blocker is a party or by which either Blocker or any of its properties, assets or rights are bound or affected, except, in the case of the foregoing clauses (B) and (C), for any such conflicts, violations, breaches, defaults or other occurrences that, individually or in the aggregate, would not reasonably be expected to be material to such Blocker.

(ii) Except as set forth on Schedule 4.2(c)(ii) of the Disclosure Schedules, no Blocker is required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by either Blocker of this Agreement and each of the Ancillary Agreements to which either Blocker will be a party or the consummation of the transactions contemplated hereby or thereby, except for such filings as may be required by any applicable federal or state securities or "blue sky" laws.

(d) Litigation. There is no Action pending or, to the knowledge of such Trident Seller, threatened against either Blocker, or any material property or asset of either Blocker, or any of the officers of either Blocker in regards to their actions as such. There is no Action pending or, to the knowledge of such Trident Seller, threatened seeking to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or the Ancillary Agreements. There is no outstanding order, writ, judgment, injunction, decree, determination or award of, or pending or, to the knowledge of such Trident Seller, threatened investigation by, any Governmental Authority relating to either Blocker, any of its respective properties or assets, any of its respective officers or directors in regards to their actions as such, or the transactions contemplated by this Agreement or the Ancillary Agreements.

(e) Capitalization. Schedule 4.2(e) of the Disclosure Schedules sets forth, for each Blocker, the amount of its authorized capital stock or other equity or ownership interests, the amount of its outstanding capital stock or other equity or ownership interests, and the record and beneficial owners of its outstanding capital stock or other equity or ownership interests. Except for the Purchased Interests and except as set forth in Schedule 4.2(e) of the Disclosure Schedules, no Blocker has issued or agreed to issue any: (a) share of capital stock or other equity or ownership interest; (b) option, warrant or interest convertible into or exchangeable or exercisable for the purchase of shares of capital stock or other equity or ownership interests; (c) stock appreciation right, phantom stock, interest in the ownership or earnings of a Blocker or other equity equivalent or equity-based award or right; or (d) bond, debenture or other Indebtedness having the right to vote or convertible or exchangeable for securities having the right to vote. Each outstanding share of capital stock or other equity or ownership interest of the Blockers is duly authorized, validly issued, fully paid and nonassessable, free and clear of any Encumbrance. All of the aforesaid shares or other equity or ownership interests have been offered, sold and delivered in compliance with all applicable federal and state securities laws. Except for rights granted to the Buyer under this Agreement, there are no outstanding obligations of any Trident Seller or Blocker to issue, sell or transfer or repurchase, redeem or otherwise acquire, or that relate to the holding, voting or disposition of or that restrict the transfer of, the issued or unissued capital stock or other equity or ownership interests of the Blockers. No shares of capital stock or other equity or ownership interests of the Blockers have been issued in violation of any rights, agreements, arrangements or commitments under any provision of applicable Law, the certificate of incorporation or bylaws or equivalent organizational documents of a Blocker or any Contract to which a Blocker is a party or by which a Target Entity is bound.

(f) Assets and Liabilities. Trident ECP is the record and beneficial owner of the ECP Units, and Trident ECG is the record and beneficial owner of the TECG Units, in each case, free and clear of any Encumbrance (other than Permitted Encumbrances and Encumbrances arising under Applicable Securities Laws and the organizational documents of the Blockers). No Blocker (i) owns, holds, leases, or otherwise utilizes or benefits from, or at any point has owned, held, leased, or otherwise utilized or benefitted from, in whole or in part, any assets or properties of any kind or character, other than the ECP Units and the TECG Units; (ii) has, or at any point

has had, any Subsidiaries; (iii) is, or at any point was, a party to any Contract other than with respect to its ownership of ECP Units or TECG Units, as applicable, and the exercise of its rights and the fulfillment of its obligations related thereto (the "Blocker Investment Activities"); (iv) has, or at any point has had, any liabilities, debts, or other accrued or contingent losses of any kind or character, except for liabilities incurred in connection with the Blocker Investment Activities; and (v) has, or at any point has had, any employees.

(g) Compliance with Law; Permits.

(i) Each Blocker is and has been for the past three (3) years in compliance in all material respects with all Laws applicable to it. No Blocker nor any of their executive officers has received during the past three (3) years any notice, order, complaint or other communication from any Governmental Authority or any other Person that a Blocker is not in compliance in any material respect with any Law applicable to it.

(ii) Each of the Blockers is in possession of all material permits, licenses, franchises, approvals, certificates, orders, registrations, notices or other authorizations of any Governmental Authority necessary for such Blocker to own, lease and operate its properties and to carry on its business in all material respects as currently conducted. Each of the Blockers is and has been for the past three (3) years in compliance in all material respects with all such material permits. No suspension, cancellation, modification, revocation or nonrenewal of any such material permit is pending or, to the knowledge of the Trident Sellers, threatened. No such material permit is held in the name of any employee, officer, director, stockholder, agent or otherwise on behalf of a Blocker.

(h) Taxes.

(i) All Tax Returns required to have been filed by or with respect to any Blocker have been timely filed (taking into account any valid extension of time to file granted or obtained) and all such Tax Returns are true, correct and complete. All Taxes required to be paid by any Blocker (whether or not shown to be payable on any such Tax Returns) have been timely paid, unless disputed in good faith and adequately reserved under GAAP. Each Blocker has withheld or collected and paid over to the applicable Governmental Authority all Taxes required to have been so withheld or collected and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party pursuant to applicable Law.

(ii) No deficiency for any amount of Tax has been asserted or assessed by a Governmental Authority in writing against any Blocker that has not been satisfied by payment, settled or withdrawn.

(iii) There are no Tax liens on any of the assets of any of the Blockers, other than liens for Taxes not yet (A) due and payable or (B) otherwise delinquent.

(iv) There is no Action pending, ongoing, proposed or threatened with respect to Taxes or Tax Returns of any of the Blockers.

(v) None of the Blockers has consented to extend the time or waive any applicable statute of limitations, or is the beneficiary of any extension of time, in which any Tax may be assessed or collected by any Governmental Authority and no request has been made for any such extension or waiver, which extension or waiver (or request) remains outstanding.

(vi) No Governmental Authority with which any Blocker does not file Tax Returns has made an assertion in writing (which assertion remains outstanding) that such Blocker is or may be required to pay Taxes to or file Tax Returns with that Governmental Authority.

(vii) None of the Blockers is a party to or bound by any Tax allocation or sharing agreement (other than an agreement that is solely between Blockers) other than an agreement entered into in the ordinary course of business the primary purpose of which is other than Taxes and under which no Blocker has any material liability for any Taxes. No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any Governmental Authority with respect to any Blocker.

(viii) None of the Blockers (A) has been a member of an affiliated group (within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local, or non-U.S. law) filing (or that is required to file) a consolidated income Tax Return, or (B) has any liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, or by contract.

(ix) None of the Blockers has engaged in any "listed transaction" as defined in Treasury Regulations Section 1.6011-4(b)(2).

(x) None of the Blockers will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of (A) a change in or use of an incorrect method of accounting for a taxable period ending on or before the Closing Date (including any adjustment pursuant to Code Section 481(a)), (B) an installment sale or open transaction disposition made on or prior to the Closing, (C) a prepaid amount received or paid, or deferred revenue accrued or realized, prior to the Closing, (D) a "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state or local Tax law) executed prior to the Closing, or (E) any gain recognition agreement to which the Company or any Subsidiary is a party under Section 367 of the Code (or any corresponding or similar provision of income Tax Law).

(xi) Each of the Blockers is in compliance in all material respects with all applicable transfer pricing Laws.

(xii) Each of the Blockers is, and has been since its formation, properly classified as a corporation for federal income tax purposes. No Blocker directly or indirectly holds, or has ever held, any interest classified as equity in any Person that is not an Enhanced Entity.

(xiii) Each of the Blockers have (A) to the extent deferred, properly complied in all material respects with all applicable Law in order to defer the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act, (B) to the extent applicable, eligible, and claimed, or intended to be claimed, properly complied in

all material respects with all legal requirements and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Act and Section 2301 of the CARES Act, and (C) not deferred any payroll tax obligations (including those imposed by Sections 3101(a) and 3201 of the Code) (for example, by a failure to timely withhold, deposit or remit such amounts in accordance with the applicable provisions of the Code and the Treasury Regulations promulgated thereunder) pursuant to or in connection with the Payroll Tax Executive Order.

(xiv) Each reference to the Blockers in this Section 4.2(g) includes reference to any Person that merged with or into any of the Blockers or for which any Blocker has any successor or transferee liability.

(i) EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. EXCEPT AS SET FORTH IN Section 4.1 AND Section 4.3, THE REPRESENTATIONS AND WARRANTIES MADE BY THE TRIDENT SELLERS IN THIS Section 4.2 ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES. EXCEPT AS SET FORTH IN IN THIS Section 4.2, Section 4.1 AND Section 4.3, THE TRIDENT SELLERS HEREBY DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, LEGAL OR CONTRACTUAL, EXPRESS OR IMPLIED, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE BUYERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA).

Section 4.3 **Representations and Warranties Regarding the Rollover Sellers** . Except as set forth in the corresponding sections or subsections of the Disclosure Schedules attached hereto (each of which shall qualify only the specifically identified Sections or subsections hereof to which such Disclosure Schedule relates and each other Section or subsection hereby if the relevance of such disclosure to such other Section or subsection is readily apparent on its face and shall not qualify any other provision of this Agreement or any Ancillary Agreement), each Rollover Seller hereby represents and warrants to the Buyer, solely on behalf of itself, as follows:

(a) Accredited Investor Status; Sophisticated Seller. Such Rollover Seller is an “accredited investor” within the meaning of Rule 501 under the Securities Act and is able to bear the risk of its investment in the Series E Preferred Units. Such Rollover Seller has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the acquisition of the Series E Preferred Units.

(b) Information. Such Rollover Seller and each of its Representatives have been furnished with all materials relating to the business, finances and operations of Holdings that have been requested and materials relating to the offer and acquisition of the Series E Preferred Units that have been requested by such Rollover Seller and its Representatives. Such Rollover Seller and its Representatives have been afforded the opportunity to ask questions of Holdings. Neither such inquiries nor any other due diligence investigations conducted at any time by such Rollover Seller and its Representatives shall modify, amend or affect such Rollover Seller’s right (i) to rely on Holdings’ representations and warranties contained in Article V or (ii) to indemnification or any other remedy based on, or with respect to the accuracy or inaccuracy of, or

compliance with, the representations, warranties, covenants and agreements in this Agreement, or any other Ancillary Agreement. Such Rollover Seller understands that the acquisition of the Series E Preferred Units involves a high degree of risk. Such Rollover Seller has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Series E Preferred Units.

(c) Cooperation. Such Rollover Seller shall cooperate reasonably with Holdings to provide any information necessary for any applicable securities filings required to be made by Holdings in connection with the transactions contemplated hereby.

(d) Legend. Such Rollover Seller understands that the Series E Preferred Units will bear a restrictive legend substantially in the form as set forth below:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

(e) Purpose of Acquisition. Such Rollover Seller is acquiring the Series E Preferred Units for its own account and not with a view to distribution in violation of any securities laws. Such Rollover Seller has been advised and understands that the Series E Preferred Units have not been registered under the Securities Act or under the "blue sky" laws of any jurisdiction and may be resold only if registered pursuant to the provisions of the Securities Act (or if eligible, pursuant to the provisions of Rule 144 promulgated under the Securities Act or pursuant to another available exemption from the registration requirements of the Securities Act).

(f) Rule 144. Such Rollover Seller understands that the Series E Preferred Units must be held indefinitely unless and until the Series E Preferred Units are registered for resale under the Securities Act or an exemption from such registration is available. Such Rollover Seller has been advised by its advisors of and is aware of the provisions of Rule 144 promulgated under the Securities Act.

(g) Reliance by Buyer. Such Rollover Seller understands that the Series E Preferred Units are being offered and sold in reliance on transactional exemptions from the registration requirements of federal and state securities laws and that the Buyer is relying upon the truth and accuracy of the representations, warranties, covenants, acknowledgments and understandings of such Rollover Seller set forth herein in order to determine the applicability of such exemptions and the suitability of such Rollover Seller to acquire the Series E Preferred Units.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer (and, in the case of Section 5.1 through Section 5.3 and Section 5.7 through Section 5.9, Holdings) hereby represents and warrants to the Sellers as follows:

Section 5.1 **Organization**.

(a) Each of the Buyer and Holdings are (i) duly organized, validly existing and in good standing under the laws of their jurisdiction of incorporation or formation and have full corporate power and authority to own, lease and operate their properties and to carry on their businesses as they are now being conducted, and (ii) duly qualified or licensed as a foreign corporation or limited liability company to do business, and is in good standing, in each jurisdiction where the character of the properties and assets occupied, owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a Buyer Material Adverse Effect.

(b) Each of the Buyer and Holdings has heretofore made available to the Sellers and the Rollover Sellers complete and correct copies of the certificates of incorporation, formation, and bylaws or equivalent organizational documents, each as amended to date, of the Buyer and Holdings. Such certificates of incorporation, formation, bylaws or equivalent organizational documents are in full force and effect. Neither Buyer nor Holdings is in violation of any of the provisions of its certificate of incorporation, formation, bylaws or equivalent organizational documents. The board and equityholder resolutions and consents of each of the Buyer and Holdings that have been made available for inspection by the Buyer and Holdings prior to the date hereof are true and complete.

Section 5.2 **Authority**. Each of the Buyer and Holdings has full limited liability company or corporate power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each of the Buyer and Holdings of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by each of the Buyer and Holdings of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company or corporate action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which the Buyer and Holdings will be a party will have been, duly executed and delivered by the Buyer and Holdings and, assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon the execution each of the Ancillary Agreements to which the Buyer and Holdings will be a party will constitute, the legal, valid and binding obligations of the Buyer and Holdings, enforceable against the Buyer and Holdings in accordance with their respective terms, subject to the Enforceability Exceptions.

Section 5.3 **No Conflict; Required Filings and Consents**.

(a) The execution, delivery and performance by each of the Buyer and Holdings of this Agreement and each of the Ancillary Agreements to which the Buyer and Holdings will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(i) conflict with or violate the certificate of incorporation or formation or bylaws of the Buyer or Holdings;

(ii) conflict with or violate any Law applicable to the Buyer or Holdings; or

(iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under or require any consent of any Person pursuant to, any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other Contract to which the Buyer or Holdings is a party;

except for any such conflicts, violations, breaches, defaults or other occurrences that do not, individually or in the aggregate, materially impair the ability of the Buyer or Holdings to consummate, or prevent or materially delay, any of the transactions contemplated by this Agreement or the Ancillary Agreements or would reasonably be expected to do so.

(b) Neither the Buyer nor Holdings is required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by the Buyer and Holdings of this Agreement and each of the Ancillary Agreements to which it will be party or the consummation of the transactions contemplated hereby or thereby, except for such filings as may be required by any applicable federal or state securities or "blue sky" laws.

(c) No "fair price," "interested shareholder," "business combination" or similar provision of any state takeover Law is applicable to the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 5.4 **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Buyer.

Section 5.5 **Financing**.

(a) The Buyer has delivered to the Seller Representative a true and complete copy of the executed Debt Financing Commitment by and among HPS Investment Partners, LLC, including all annexes, exhibits, schedules and other attachments thereto and a corresponding customarily redacted fee letter (none of which redacted terms adversely affect the amount or availability of the Debt Financing or impose any conditions on the availability of aggregate principal amount of the Debt Financing), each dated as of the date hereof (collectively, the "Debt Financing Commitment"), pursuant to which, and subject to the terms and conditions of which, the Debt Commitment Parties party thereto have committed to lend the amounts set forth therein to the Buyer as set forth therein for the purpose of funding the transactions contemplated by this Agreement and the Ancillary Agreements (the "Debt Financing"). As of the date of this Agreement, the Debt Financing Commitment has not been amended or modified in any respect, no provisions or rights thereunder have been waived and the respective commitments contained therein have not been withdrawn, rescinded or otherwise modified in any respect, nor is any such amendment, modification, withdrawal or rescission currently contemplated or the subject of discussions. As of the date hereof, the Debt Financing Commitment is in full force and effect and constitutes the legal, valid and binding obligation of the Buyer and, to the knowledge of the Buyer, the other parties thereto (subject to the Enforceability Exceptions) and the Debt Financing

Commitment is enforceable against the Buyer and the other parties thereto in accordance with its terms. There are no conditions precedent or other contingencies directly or indirectly related to the funding of the full amount of the Debt Financing (including any flex provisions) other than the conditions precedent expressly set forth in the Debt Financing Commitment, and the Buyer has no reason to believe that, as of the date hereof, (i) it or any other party thereto will not be able to satisfy on a timely basis any term or condition of the Debt Financing Commitment, including any condition of closing of the Debt Financing that is required to be satisfied as a condition of the Debt Financing, or (ii) the full amount of the Debt Financing will not be made available to the Buyer at or prior to the Closing. Assuming the Debt Financing is funded in accordance with the conditions set forth in the Debt Financing Commitment and assuming that each of the conditions set forth in Section 8.1 and Section 8.3 is satisfied at Closing, as of the date hereof, the aggregate proceeds of the Debt Financing, together with available cash and cash equivalents of the Buyer on hand as of the date hereof and on the Closing Date, will be sufficient to (1) pay the Purchase Price upon the terms contemplated by this Agreement, (2) pay all other amounts payable by the Buyer in connection with the consummation of the transaction contemplated by this Agreement and (3) pay all related fees and expenses associated with such transaction for which the Buyer or any of its Affiliates is responsible.

(b) No event has occurred on or prior to the date hereof which, with or without notice, lapse of time or both, would constitute a default or breach under the Debt Financing Commitment on the part of or, to the knowledge of the Buyer, any other party thereto. As of the date of this Agreement, the Buyer is not in breach of any of the terms or conditions set forth in the Debt Financing Commitment. As of the date of this Agreement, no event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of the Buyer or any of its Affiliates under any term or condition of the Debt Financing Commitment. The Buyer is not aware of any fact, event or other occurrence that makes any of the representations and warranties of the Buyer in the Debt Financing Commitment inaccurate in any material respect. The non-redacted portion of this Debt Financing Commitment contains all of the conditions precedent to the obligations of the parties thereunder to make the full amount of the Debt Financing available to the Buyer on the terms set forth therein. Other than the Debt Financing Commitment, there are no side letters or other contracts, arrangements or understandings (written or oral) relating to the Debt Financing that could impair the availability of the Debt Financing. The Buyer do not have any reason to believe that they shall be unable to satisfy, on a timely basis, any term or condition to the availability or funding of the Debt Financing to be satisfied by it contained in the Debt Financing Commitment, or that the Debt Financing shall not be available to the Buyer on the Closing Date. The Buyer has fully paid, or caused to be paid, any and all commitment fees and any and all other fees and expenses, in each case as are required to be paid pursuant to the terms of the Debt Financing Commitment on or prior to the date hereof.

(c) The Buyer acknowledge and agree that their obligations under this Agreement and any Ancillary Agreements, including their obligations to consummate the Closing, are not contingent upon its receipt of financing of any kind, including the Debt Financing or any part thereof.

(d) The Buyer has delivered to the Seller Representative true and complete copies of each of (i) that certain irrevocable option exercise notice delivered by Keystone to Buyer, pursuant to which Keystone shall exercise its option under Section 3.3(b) of the Existing Buyer LLC Agreement to purchase 3,333,334 additional Series B Preferred Units (as defined in the Existing Buyer LLC Agreement) in Buyer for aggregate cash consideration of $10,000,000, and (ii) that certain subscription agreement pursuant to which TrueBridge Ascent LLC shall purchase 285,714 Series D Preferred Units (as defined in the Existing Buyer LLC Agreement) in Buyer for aggregate cash consideration of $1,000,000, each dated as of (or prior to) the date hereof (collectively, the "Equity Financing Commitments"). As of the date hereof, the Equity Financing Commitments are in full force and effect and constitute the legal, valid and binding obligation of the Buyer and, to the knowledge of the Buyer, the applicable other parties thereto and the Equity Financing Commitments are enforceable against the Buyer and the applicable other parties thereto in accordance with their respective terms (subject to the Enforceability Exceptions).

Section 5.6 **Litigation**. There is no Action pending or, to the knowledge of the Buyer, threatened against Buyer. There is no outstanding order, writ, judgment, injunction, decree, determination or award of, or pending or, to the knowledge of Buyer, threatened investigation by, any Governmental Authority, that would, individually or in the aggregate, reasonably be expected to impair the ability of Buyer to perform its obligations under this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby.

Section 5.7 **Holdings Financial Statements**. True and complete copies of the audited consolidated balance sheets of Holdings and its Subsidiaries as of December 31, 2019 and December 31, 2018, and the related audited consolidated statements of operations, changes in shareholders' equity and cash flows of Holdings and its Subsidiaries as of December 31, 2019 and December 31, 2018, together with all related notes thereto (collectively referred to as the "Holdings Financial Statements"), and the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the quarter ended September 30, 2020, and the related consolidated statements of operations, changes in shareholders' equity and cash flows of Holdings and its Subsidiaries, together with all related notes thereto (collectively referred to as the "Holdings Interim Financial Statements"), are attached hereto as Schedule 5.7 of the Disclosure Schedules. Each of the Holdings Financial Statements and the Holdings Interim Financial Statements (a) are correct and complete in all material respects and have been prepared in accordance with the books and records of Holdings, (b) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (c) fairly present, in all material respects, the consolidated financial position, results of operations and cash flows of Holdings and its Subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of the Holdings Interim Financial Statements, to normal and recurring year-end adjustments that will not, individually or in the aggregate, be material and the absence of footnotes.

Section 5.8 **Capitalization**.

(a) Schedule 5.8 of the Disclosure Schedules sets forth the amount of Holdings' and its direct Subsidiaries' authorized capital stock or other equity or ownership interests, the amount of its outstanding capital stock or other equity or ownership interests, and the record and beneficial owners of its outstanding capital stock or other equity or ownership interests, in each case, as of the date of this Agreement. Except as set forth in Schedule 5.8 of the Disclosure Schedules, as of the date of this Agreement, Holdings has not issued or agreed to issue any: (a) share of capital stock or other equity or ownership interest; (b) option, warrant or interest

convertible into or exchangeable or exercisable for the purchase of shares of capital stock or other equity or ownership interests; (c) stock appreciation right, phantom stock, interest in the ownership or earnings of Holdings or other equity equivalent or equity-based award or right; or (d) bond, debenture or other indebtedness having the right to vote or convertible or exchangeable for securities having the right to vote. Each outstanding share of capital stock or other equity or ownership interest of Holdings is duly authorized, validly issued, fully paid and nonassessable, and in case of the direct Subsidiaries of Holdings, each such share or other equity or ownership interest owned by such direct Subsidiary, free and clear of any Encumbrance. All of the aforesaid shares or other equity or ownership interests have been offered, sold and delivered in compliance with all applicable federal and state securities laws. As of the date of this Agreement, except for rights granted to the Sellers under this Agreement, there are no outstanding obligations of Holdings to issue, sell or transfer or repurchase, redeem or otherwise acquire, or that relate to the holding, voting or disposition of or that restrict the transfer of, the issued or unissued capital stock or other equity or ownership interests of Holdings. No shares of capital stock or other equity or ownership interests of Holdings have been issued in violation of any rights, agreements, arrangements or commitments under any provision of applicable Law, the certificate of incorporation or bylaws or equivalent organizational documents of Holdings or any Contract to which Holdings is a party or by which Holdings is bound.

(b) The Series E Preferred Units to be issued at Closing will be duly authorized, validly issued, fully paid and nonassessable, except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act. Except as set forth in the organizational documents of Buyer, including the Second (and, after Closing, the Third) Amended and Restated Limited Liability Company Agreement of Buyer, there are no securities convertible into or exchangeable for units or any other equity or ownership interests, no rights to subscribe for or to purchase or any options for the purchase of, and no agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any other character relating to the issuance of, units or any other equity or ownership interests, or any units or securities convertible into or exchangeable for any membership interests or any other equity or ownership interests, or phantom units or other equity-like instruments, of Buyer.

(c) The authorized capital stock of Holdings consists of (i) 110,000,000 shares of common stock, par value $0.001 per share, of Holdings ("Holdings Common Stock") and 2,000,000 shares of preferred stock, par value $0.001 per share, of Holdings. As of the date of this Agreement, (i) 89,411,175 shares of Parent Common Stock are issued and 89,234,816 shares of Parent Common Stock are outstanding and (ii) no shares of preferred stock of Holdings are issued and outstanding.

Section 5.9 **Solvency**. The Buyer is not entering into the transactions contemplated by this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of the Target Entities. The Buyer and Holdings are Solvent as of the date of this Agreement and, assuming the satisfaction of the conditions to the Sellers' obligation to consummate the transactions contemplated hereby, Holdings and the Buyer (on both a stand-alone and on a combined basis) will, after giving effect to all of the transactions contemplated by this Agreement, including the payments required to be paid by Section 2.3 or otherwise, in connection with the consummation of the transactions contemplated by this Agreement and all related fees and expenses, be Solvent on and after the Closing Date.

Section 5.10 **No Other Representations and Warranties**. BUYER ACKNOWLEDGES AND AGREES THAT IT (A) HAS CONDUCTED ITS OWN INDEPENDENT REVIEW AND ANALYSIS OF, AND, BASED THEREON, HAS FORMED AN INDEPENDENT JUDGMENT CONCERNING, THE BUSINESS, ASSETS, CONDITION, OPERATIONS AND PROSPECTS OF THE ENHANCED ENTITIES, AND (B) HAS BEEN FURNISHED WITH OR GIVEN ACCESS TO ALL INFORMATION ABOUT THE ENHANCED ENTITIES AND THEIR RESPECTIVE BUSINESSES AND OPERATIONS AS SUCH BUYER AND ITS REPRESENTATIVES AND ADVISORS HAVE REQUESTED. IN ENTERING INTO THIS AGREEMENT, BUYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND ANALYSIS AND THE REPRESENTATIONS AND WARRANTIES OF THE COMPANIES SET FORTH IN Article III AND THE SELLERS SET FORTH IN Article IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES), AND BUYER ACKNOWLEDGES THAT, OTHER THAN AS SET FORTH IN Article III AND Article IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND CONFIRMED IN THE CERTIFICATE REFERENCED IN Section 8.3(a)(ii), NONE OF THE ENHANCED ENTITIES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, EQUITYHOLDERS, AGENTS OR REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, (I) AS TO THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO ANY BUYER OR ANY OF ITS RESPECTIVE AGENTS, REPRESENTATIVES, LENDERS OR AFFILIATES PRIOR TO THE EXECUTION OF THIS AGREEMENT AND (II) WITH RESPECT TO ANY PROJECTIONS, FORECASTS, ESTIMATES, PLANS OR BUDGETS OF FUTURE REVENUES, EXPENSES OR EXPENDITURES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS (OR ANY COMPONENT THEREOF) OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF ANY ENHANCED ENTITY HERETOFORE OR HEREAFTER DELIVERED TO OR MADE AVAILABLE TO ANY BUYER OR ANY OF ITS RESPECTIVE AGENTS, REPRESENTATIVES, LENDERS OR AFFILIATES. THE REPRESENTATIONS AND WARRANTIES MADE BY THE COMPANIES IN Article III AND THE SELLERS IN Article IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES) ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS, INCLUDING ANY IMPLIED WARRANTIES AND OMISSIONS (EACH OF WHICH ARE HEREBY DISCLAIMED). THE BUYERS ACKNOWLEDGE THAT THE SELLERS AND THE COMPANIES HEREBY DISCLAIM ANY SUCH OTHER OR IMPLIED REPRESENTATIONS, WARRANTIES OR STATEMENTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE BUYERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA) AND THAT NO PERSON HAS BEEN AUTHORIZED BY THE SELLERS, THE ENHANCED ENTITIES, OR ANY OF THEIR RESPECTIVE AFFILIATES, TO MAKE ANY REPRESENTATION, WARRANTY OR STATEMENT RELATING TO THE SELLERS, THE ENHANCED ENTITIES, THE BUSINESS OF THE ENHANCED ENTITIES OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY EXCEPT AS SET FORTH IN Article III AND Article IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES).

ARTICLE VI
COVENANTS

Section 6.1 **Conduct of Business of the Target Entities Prior to the Closing**. Between the date of this Agreement and the earlier of the Closing and the termination of this Agreement, except as contemplated by this Agreement, as set forth on Schedule 6.1, or as required by Law, unless the Buyer shall otherwise consent in writing (such consent not to be reasonably withheld, conditioned or delayed) the Companies and the Blockers (as applicable) shall cause the business of the Target Entities to be conducted only in the ordinary course of business consistent with past practice, and shall cause the Target Entities to use commercially reasonable efforts to (i) preserve substantially intact their business organization and assets; (ii) keep available the services of the current officers, employees and consultants of the Target Entities; (iii) preserve the current relationships of the Target Entities with customers, suppliers and other persons with which any Target Entity has significant business relations; and (iv) keep and maintain their assets and properties in good repair and normal operating condition, wear and tear excepted. By way of amplification and not limitation, between the date of this Agreement and the Closing Date, the Companies and the Blockers (as applicable), in respect of the Target Entities, shall not, and shall cause each of the Target Entities not to, do, directly or indirectly, any of the following without the prior written consent of the Buyer (such consent not to be reasonably withheld, conditioned or delayed).

(a) amend or otherwise change its certificate of incorporation or bylaws or equivalent organizational documents;

(b) issue, sell, pledge, transfer, dispose of or otherwise subject to any Encumbrance (i) any shares of capital stock of any Target Entity, or any options, warrants, convertible securities or other rights of any kind to acquire any such shares, or any other equity or ownership interest in the Target Entities or (ii) any properties or assets of any Target Entity, other than in the ordinary course of business consistent with past practice;

(c) declare, set aside, make or pay any non-cash dividend or other distribution on or with respect to any of its capital stock or other equity or ownership interest;

(d) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock or other equity or ownership interest, or make any other change with respect to its capital structure except for repurchases from an employee in connection with such employee's termination of employment;

(e) acquire any corporation, partnership, limited liability company, other business organization or division thereof or any material amount of assets other than in the ordinary course of business, or enter into any joint venture, strategic alliance, exclusive dealing, noncompetition or similar contract or arrangement;

(f) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of any Target Entity, or otherwise alter any Target Entity's corporate structure;

(g) incur any Indebtedness or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for, the obligations of any Person, or make any loans or advances, except in the ordinary course of business consistent with past practice;

(h) amend, waive, modify or consent to the termination of any Material Contract, or amend, waive, modify or consent to the termination of any Target Entity's material rights thereunder, or enter into any Contract which would be a Material Contract other than in the ordinary course of business consistent with past practice;

(i) authorize, or make any commitment with respect to, capital expenditures that are, in the aggregate, in excess of $50,000 for the Target Entities taken as a whole, in each case that is not contemplated by the Target Entities' capital expenditure budget as in existence on the date hereof;

(j) enter into any lease of real or personal property or any renewals thereof involving a term of more than one year;

(k) enter into or amend any existing Contract with any Related Party of any Target Entity other than any Contract which will be terminated at Closing;

(l) make any change in any method of accounting or accounting practice or policy, except as required by GAAP or Law;

(m) make or rescind any election relating to Taxes, settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, make any change to any method of accounting or method of reporting income or deductions for Tax purposes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, amend any Tax Return, change any accounting period, or surrender any right to claim a refund of Taxes;

(n) pay, discharge or satisfy any claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise) (i) in respect of the Permanent Capital Funds, in excess of $500,000 in the aggregate, and (ii) in respect of the rest of the Business, in excess of $50,000 aggregate, other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against on the applicable Balance Sheet or subsequently incurred in the ordinary course of business consistent with past practice;

(o) cancel, compromise, waive or release any right or claim (i) in respect of the Permanent Capital Funds, in excess of $500,000 in the aggregate, and (ii) in respect of the rest of the Business, in excess of $50,000 aggregate, other than in the ordinary course of business consistent with past practice;

(p) permit the lapse of any existing policy of insurance relating to the business or assets of any Target Entity;

(q) permit the lapse of any material right relating to Intellectual Property or any other intangible asset used in the business of any Target Entity;

(r) accelerate the collection of or discount any accounts receivable, delay the payment of accounts payable or defer expenses, reduce inventories or otherwise increase cash on hand, except in the ordinary course of business consistent with past practice;

(s) commence or settle any Action, (i) in respect of the Permanent Capital Funds, in excess of $500,000 in the aggregate, and (ii) in respect of the rest of the Business, in excess of $50,000 aggregate;

(t) take any action, or intentionally fail to take any action, for the purpose of preventing, delaying or impeding the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements;

(u) spend, sell, distribute, assign, or otherwise transfer (directly or indirectly) any of the Permanent Capital Assets, including to any Enhanced Entity that is not Permanent Capital Fund; or

(v) enter into any formal or informal agreement, or otherwise make a commitment to do any of the foregoing.

Section 6.2 **Conduct of Business of Buyer Entities Prior to the Closing**. Between the date of this Agreement and the earlier of the Closing and the termination of this Agreement, except as contemplated by this Agreement, as set forth on Schedule 6.2, or as required by Law, unless the Companies shall otherwise consent in writing (such consent not to be unreasonably withheld, conditional or delayed), (a) the Buyer shall cause the business of Buyer and its Subsidiaries to be conducted only in the ordinary course of business consistent with past practice, and (b) the Buyer shall not, and shall cause each of its Subsidiaries not to, do, directly or indirectly, any of the following: (i) amend or otherwise change its certificate of incorporation or bylaws or equivalent organizational documents or make any material change to its capital structure, in each case in a manner adverse to the Rollover Sellers; (ii) issue, sell, pledge, transfer, dispose of or otherwise subject to any Encumbrance any material properties or assets of the Buyer or any of its Subsidiaries, except (1) in the ordinary course of business consistent with past practice, or (2) in connection with the Debt Financing or any Alternative Financing; (iii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization, or otherwise materially alter its corporate structure; (iv) take any action that could require the consent of the holders of Series E Preferred Units if such units were outstanding and the Buyer LLC Agreement was in effect as of the date hereof; or (v) take any action, or intentionally fail to take any action, for the purpose of preventing, delaying or impeding the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 6.3 **Covenants Regarding Information**.

(a) From the date hereof through the Closing Date, the Companies shall, and shall cause the Enhanced Entities to, afford the Buyer and its Representatives reasonable access (including for inspection and copying) upon reasonable notice, during normal business hours to the Representatives, properties, offices, plants and other facilities (but solely to the extent necessary and advisable, in the reasonable discretion of the Companies, given the ongoing COVID-19 pandemic), books and records of the Enhanced Entities, and shall furnish the Buyer with such financial, operating and other data and information as the Buyer may reasonably request (in each case, in a manner so as to not unreasonably interfere with the normal business operations of the Enhanced Entities).

(b) On the Closing Date, the Companies shall deliver or cause to be delivered to the Buyer all original (and any and all copies of) agreements, documents, books and records, files and other information, and all computer disks, records, tapes and any other storage medium on which any such agreements, documents, books and records, files and other information is stored, in any such case relating to the business and operations of the Enhanced Entities that are in the possession of or under the control of the Enhanced Entities. If any such computer disks, records, tapes or other storage medium contain information that does not relate to the business and operations of the Enhanced Entities, the Enhanced Entities shall either (i) transfer a complete copy of the information stored thereon that relates to the business and operations of the Enhanced Entities onto storage media that is delivered to the Buyer on the Closing Date and on or prior to the Closing Date permanently delete all such information from the existing computer disks, records, tapes or other storage medium that is retained by the Sellers or (ii) permanently delete and erase from such computer disks, records, tapes or other storage medium delivered to the Buyer all information that does not relate to the business and operations of the Enhanced Entities. Following the Closing Date, the Sellers shall not retain in their possession or under their control, in any form, any agreements, documents, books and records, files or other information, or any computer disks, records, tapes or any other storage medium that contains any agreements, documents, books and records, files and other information, relating to the business and operations of the Target Entities (including any personal or other information stored on any media by any employees of any Target Entity), including any of the foregoing that is stored on any server or other storage media maintained by a third party on behalf of the Sellers (including any "cloud" storage platform).

(c) Documents and Information. After the Closing Date, the Buyer and the Companies shall, and shall cause the Target Entities to, until the seventh anniversary of the Closing Date, retain all books, records and other documents pertaining to the business of the Target Entities in existence on the Closing Date and to make the same available for inspection and copying by Seller Representative (at its expense) during normal business hours of the Target Entities, as applicable, upon reasonable request and upon reasonable notice.

(e) Contact with Customers, Suppliers and Other Business Relations. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, the Buyer hereby agrees that it is not authorized to and shall not (and shall not permit any of its employees, agents, Representatives or Affiliates to) contact any employee, client or other material business relation of any Target Entity regarding any Target Entity, its business or the transactions contemplated by this Agreement without the prior written consent of the Companies.

Section 6.4 **Exclusivity**. The Sellers agree that between the date of this Agreement and the earlier of the Closing and the termination of this Agreement, the Sellers shall not, and shall take all action necessary to ensure that none of the Target Entities any of their respective Affiliates or Representatives shall, directly or indirectly:

(a) solicit, initiate, consider, encourage or accept any other proposals or offers from any Person other than the Buyer and its Affiliates and Representatives (i) relating to any direct or indirect acquisition or purchase of all or any portion of the capital stock or other equity or ownership interest of any Target Entity or material assets of any Target Entity, other than inventory to be sold in the ordinary course of business consistent with past practice, (ii) to enter into any merger, consolidation or other business combination relating to any Target Entity or (iii) to enter into a recapitalization, reorganization or any other extraordinary business transaction involving or otherwise relating to any Target Entity; or

(b) participate in any discussions, conversations, negotiations or other communications regarding, or furnish to any Person other than the Buyer and its Affiliates and Representatives any information with respect to, or otherwise cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any such Person to seek to do any of the foregoing. The Sellers immediately shall cease and cause to be terminated all existing discussions, conversations, negotiations and other communications with any Persons other than the Buyer and its Affiliates and Representatives conducted heretofore with respect to any of the foregoing.

(c) The Companies shall notify the Buyer promptly, but in any event within 24 hours, orally and in writing if any such proposal or offer described in this Section 6.4, or any inquiry or other contact with any Person with respect thereto, is made. Any such notice to the Buyer shall indicate in reasonable detail the identity of the Person making such proposal, offer, inquiry or other contact and the terms and conditions of such proposal, offer, inquiry or other contact. The Sellers shall not, and shall cause the Target Entities not to, release any Person from, or waive any provision of, any confidentiality or standstill agreement to which the Sellers or the Target Entities is a party, without the prior written consent of the Buyer (such consent not to be unnecessarily withheld, conditional or delayed).

Section 6.5 **Notification of Certain Matters**.

(a) The Companies shall give prompt written notice to the Buyer of (i) the occurrence or non-occurrence of any change, condition, or event, the occurrence or non-occurrence of which would render any representation or warranty of any Seller, Blocker, or Company contained in this Agreement or any Ancillary Agreement, if made on or immediately following the date of such event, untrue or inaccurate to a degree that it is reasonably expected that the condition set forth in the first sentence of Section 8.3(a)(i) or the first sentence of Section 8.3(a)(ii) would not be satisfied as of the anticipated Closing Date, (ii) the occurrence of any change, condition or event that has had or is reasonably likely to have a Company Material Adverse Effect (or would reasonably be expected to have a Buyer Material Adverse Effect if and when the Target Entities were to become Subsidiaries of Buyer following Closing), (iii) any failure of the Sellers, the Target Entities or any other Affiliate of the Sellers to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder or any event or condition that would otherwise result in the nonfulfillment of any of the conditions to the Buyer's obligations hereunder, (iv) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or (v) any Action pending or, to the knowledge of the Companies, threatened against a party or the parties relating to the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) The Buyer shall give prompt written notice to the Companies of (i) the occurrence of any change, condition or event that has had or is reasonably likely to have a Buyer Material Adverse Effect, (ii) any failure of the Buyer or its Affiliates to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder or any event or condition that would otherwise result in the nonfulfillment of any of the conditions to the Buyer's obligations hereunder, (iii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or (iv) any Action pending or, to the knowledge of the Buyer, threatened against a party or the parties relating to the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 6.6 **Release of Indemnity Obligations**. Effective as of the Closing, the Sellers hereby, on behalf of (a) if such Seller is a natural person, himself or herself and his or her heirs, successors, permitted assigns, executors, administrators, legal representatives and Affiliates, (b) if such Seller is an entity, such Seller and its controlled Affiliates and its and their respective partners, equityholders, directors, officers, managers and employees, and (c) any other successors and permitted assigns of such Persons (collectively, the "Releasing Parties"), hereby fully, forever, irrevocably and unconditionally waive, release and discharge, and agree to hold harmless, the Target Entities and each of their and their respective Affiliates' officers, directors, employees, members, equityholders, managers, partners, agents, representatives, successors and assigns (the "Released Parties") from any and all actions, causes of action, suits, debts, covenants, controversies, damages, judgments, executions, obligations, guarantees, security arrangements, claims and demands whatsoever, whether based upon any theory of foreign, federal, state or local statutory, regulatory or common Law, in any contract or agreement of any kind, or in equity or otherwise, and any and all obligations, claims and demands of whatever kind or character, whether vicarious, derivative, or direct, whether fixed, contingent or liquidated, or whether known or unknown, foreseeable or unforeseeable, presently existing or hereafter discovered, that may be or could have been asserted, with respect to or arising during or in connection with any period ending at or prior to the Closing out of any event, occurrence, act or failure to act relating to any Seller or any of their respective Affiliates, including to the extent arising out of such Seller's relationship with, interest in, or direct or indirect ownership of, any Target Entity at or prior to the Closing, other than (i) any right or claims to any unpaid employment compensation arising prior to the Closing in the ordinary course of business or benefits due from any Target Company under any employee benefit plan of the Target Companies arising prior to the Closing and (ii) obligations of any Released Party, or rights of any Releasing Party, in each case arising under this Agreement or any Ancillary Agreement (collectively, the "Released Matters").

Section 6.7 **Indemnification; Directors' and Officers' Insurance**.

(a) The Buyer agrees that all rights to indemnification, exculpation and advancement of expenses existing as of the date of this Agreement in favor of the directors, officers, employees, fiduciaries, trustees and agents of each Target Entity, as provided in the Target Entities' respective organizational documents or otherwise in effect as of the date hereof with respect to any matters occurring prior to the Closing Date, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect and that the Buyer, from and after the Closing, shall cause the Target Entities to perform and discharge the Target Entities' obligations to provide such indemnification, exculpation and advancement of expenses.

To the maximum extent permitted by applicable Law, such indemnification shall be mandatory rather than permissive, and the Buyer, from and after the Closing, shall cause the Target Entities to advance expenses in connection with such indemnification as provided in the applicable Target Entity's organizational documents as in effect as of the date hereof or other applicable agreements. For not less than six (6) years from and after the Closing Date, the indemnification, liability limitation, exculpation or advancement of expenses provisions of the Target Entities' respective organizational documents shall not be amended, repealed or otherwise modified with respect to any matters occurring prior to the Closing Date in any manner that would adversely affect the rights thereunder of individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors, officers, employees, fiduciaries, trustees or agents of any Target Entity, unless such modification is required by applicable law.

(b) Notwithstanding anything to the contrary in this Section 6.7, the Buyer agrees that any indemnification, advancement of expenses or insurance available to any of the directors, officers, employees, fiduciaries, trustees and agents of each Target Entity by virtue of such Person's service as a partner or employee of any investment fund or manager of any investment fund that is an Affiliate of the Company or any of its Subsidiaries on or prior to the Closing Date (any such Person, a "Sponsor Director") shall be secondary to the indemnification, advancement of expenses and insurance to be provided by the Buyer and its Subsidiaries pursuant to this Section 6.7 and that the Buyer and its Subsidiaries (i) shall be the primary indemnitors of first resort for Sponsor Directors pursuant to this Section 6.7, (ii) shall be fully responsible for the advancement of expenses, indemnification and exculpation from liabilities with respect to Sponsor Directors which are addressed by this Section 6.7, and (iii) shall not make any claim for contribution, subrogation or any other recovery of any kind in respect of any other indemnification or insurance available to any Sponsor Director with respect to any matter addressed by this Section 6.7.

(c) The Buyer shall (or shall cause the Target Entities to) purchase a "tail" policy providing employees', fiduciaries', trustees', directors' and officers' liability insurance coverage for a period of six (6) years after the Closing Date for the benefit of those Persons who are covered by the Target Entities' employees', fiduciaries', trustees', directors' and officers' liability insurance policies as of the date hereof or at the Closing, with respect to matters occurring prior to the Closing. Such a policy shall provide coverage that is at least equal to the coverage provided under the Target Entities' current employees', fiduciaries', trustees', directors' and officers' liability insurance policies; provided, however, that the Target Entities may substitute therefor policies of at least the same coverage containing terms and conditions which are no less advantageous to the beneficiaries thereof so long as such substitution does not result in gaps or lapses in coverage with respect to matters occurring prior to the Closing Date. The costs and expenses of such policy shall be borne 50% by the Buyer and 50% by the Sellers.

(d) If the Buyer, any Target Entity or any of their respective successors or assigns (i) shall merge or consolidate with or merge into any other corporation or entity and shall not be the surviving or continuing corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of their respective properties and assets as an entity in one or a series of related transactions to any individual, corporation or other entity, then in each such case, proper provisions shall be made so that the successors or assigns of the Buyer or such Target Entity shall assume all of the obligations set forth in this Section 6.7.

(e) The directors, officers, employees, fiduciaries, trustees and agents of each Target Entity entitled to the indemnification, liability limitation, advancement of expenses, exculpation and insurance set forth in this Section 6.7 are intended to be third party beneficiaries of this Section 6.7. This Section 6.7 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of the Buyer.

Section 6.8 **Intercompany Arrangements**. All intercompany and intracompany accounts or contracts between the Target Entities, on the one hand, and the Sellers and its Affiliates (other than the Target Entities), on the other hand, set forth on Schedule 6.8 of the Disclosure Schedules shall be cancelled without any consideration or further liability to any party and without the need for any further documentation, immediately prior to the Closing.

Section 6.9 **Confidentiality**.

(a) Each of the parties shall hold, and shall cause its Representatives to hold, in confidence all documents and information furnished to it by or on behalf of the other party in connection with the transactions contemplated hereby pursuant to the terms of the confidentiality agreement dated as of June 10, 2020, by and between ECG, Holdings and RCP Advisors 3, LLC (the "Existing Confidentiality Agreement"), which shall continue in full force and effect until the Closing Date, at which time such Existing Confidentiality Agreement and the obligations of the parties under this Section 6.9(a) shall terminate. If for any reason this Agreement is terminated prior to the Closing Date, the Existing Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms. Following Closing, the confidentiality arrangements between the parties shall be governed by the remainder of this Section 6.9.

(b) Effective as of the Closing, the Companies hereby assign to the Buyer all of the Companies' right, title and interest in and to any confidentiality agreements entered into by the Companies (or its Affiliates or Representatives) and each Person (other than the Buyer and its Affiliates and Representatives) who entered into any such agreement or to whom confidential information was provided in connection with a business combination involving the Target Entities. The Companies shall use their commercially reasonable efforts to cause any such Person to return to the Companies any documents, files, data or other materials constituting confidential information that was provided to such Person in connection with the consideration of any such business combination.

(c) Each Seller understands and agrees that any proprietary and confidential information regarding the business conducted by the Target Entities, including, without limitation, any and all trade secrets related thereto (and which shall include, for the avoidance of doubt, all information related to its Enhanced Advisory Clients and any investors in any Enhanced Funds) ("Confidential Information"), constitutes valuable assets and, following the Closing, agrees not to, and agrees to cause its controlled Affiliates not to, during the period commencing on the Closing Date and ending on the third (3rd) anniversary of the Closing Date, directly or indirectly, disclose any Confidential Information except solely to the extent necessary for any Seller to perform its obligations as an employee of the Companies or the Buyer Group, to enforce any right or remedy relating to, or to perform any obligation arising under, this Agreement or the Ancillary Agreements or the transactions contemplated hereby and thereby or in connection with the resolution of disputes and indemnification claims under this Agreement; provided, however, that Confidential

Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by a Seller or (ii) first becomes available to any Seller after the Closing Date directly or indirectly from a source other than the Companies or the Buyer, provided that such source is not actually known by such Seller to be bound by a confidentiality agreement with the Buyer or their Affiliates or otherwise prohibited from transmitting the information to any Seller by a contractual, legal or fiduciary obligation.

(d) Anything herein to the contrary notwithstanding, no Seller or any Affiliate thereof will be restricted from disclosing Confidential Information that is required to be disclosed by applicable Law; provided, however, that in the event such disclosure is required by applicable Law after the Closing, (i) the applicable Seller shall provide the Buyer with as much advanced notice as is reasonably practicable of such requirement so that the Buyer may seek (at their sole cost and expense) an appropriate protective order prior to any such required disclosure by such Seller, and (ii) the applicable Seller shall only disclose the portion of the Confidential Information that is required to be disclosed by the applicable Law, as determined by counsel.

(e) Notwithstanding anything contained in this Agreement or the Existing Confidentiality Agreement to the contrary, the Buyer is hereby expressly permitted to furnish and disclose any and all documents and information required to be furnished or disclosed in connection with obtaining or complying with the R&W Insurance Policy, in each case, subject to customary confidentiality covenants entered into with respect to the R&W Insurance Policy to which the applicable underwriters and their Representatives are bound.

Section 6.10 **Consents and Filings; Further Assurances**.

(a) The Sellers, the Blockers, the Companies and the Buyer shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as practicable, including to (i) obtain from Governmental Authorities and other Persons all consents, approvals, authorizations, qualifications and orders as are necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, (ii) promptly make all necessary filings, and thereafter make any other required submissions, with respect to any applicable Law, including taking any steps required or necessary to obtain the approval of the SBA for the transactions contemplated hereby (including by "negative" consent), solely to the extent that the SBA makes an objection to the transactions contemplated by this Agreement, and (iii) have vacated, lifted, reversed or overturned any order, decree, ruling, judgment, injunction or other action (whether temporary, preliminary or permanent) that is then in effect and that enjoins, restrains, conditions, makes illegal or otherwise restricts or prohibits the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) The Companies shall, or shall cause the Target Entities to, give promptly such notice to third parties and obtain such third party consents as the Buyer deems reasonably necessary or desirable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. The Buyer shall cooperate with and assist the Sellers in giving such notices and obtaining such consents; provided, however, that the Buyer shall have no obligation to give any guarantee or other consideration of any nature in connection with any such notice, consent or estoppel certificate or consent to any change in the terms of any agreement or arrangement that the Buyer in its sole discretion may deem adverse to the interests of the Buyer or any Target Entity.

(c) Except as required by this Agreement, none of the Buyer, its direct and indirect Subsidiaries or any of their respective Affiliates shall engage in any action or enter into any transaction (including any acquisition) or permit any action to be taken or transaction to be entered into, that would materially impair the ability of the Buyer to consummate, or would prevent or materially delay, the transactions contemplated by this Agreement or the Ancillary Agreements or would reasonably be expected to do so.

(d) Notwithstanding anything to the contrary in this Agreement, nothing herein shall obligate or be construed to obligate the Companies or any of their Affiliates to (i) make, or to cause to be made, any payment to any third party, (ii) commence any Action or (iii) offer to grant any accommodation (financial or otherwise) to any third party, in each case, in order to obtain the consent or approval of such third party under any Contract or otherwise.

(e) From time to time after the Closing, and for no further consideration, each of the parties shall, and shall cause its Subsidiaries to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be reasonably necessary or desirable to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(f) Notwithstanding anything herein to the contrary, the Buyer shall not be required by this Section to take or agree to undertake any action, including entering into any consent decree, hold separate order or other arrangement, that would (A) require the divestiture of any assets of the Buyer or the Target Entities, (B) limit the Buyer's freedom of action with respect to, or its ability to consolidate and control, the Target Entities or any of their assets or businesses or any of the Buyer's or its Affiliates' other assets or businesses or (C) limit the Buyer's ability to acquire or hold, or exercise full rights of ownership with respect to, the Purchased Interests.

Section 6.11 **Termination of Payoff Indebtedness**. The Companies shall, and shall cause their Subsidiaries to, deliver all notices and take all other actions reasonably requested by the Buyer to facilitate the termination of all Contracts relating to Payoff Indebtedness, the termination of the commitments provided thereunder and the release of all Encumbrances in connection therewith on the Closing Date; provided, however, that in no event shall this Section 6.11 require any of the Enhanced Entities to cause the termination of any Contracts relating to Payoff Indebtedness or any interest rate swap or other hedging agreements other than as part of the Closing. At Closing, the Buyer shall pay, or cause to be paid, to the intended beneficiaries thereof the Payoff Indebtedness.

Section 6.12 **Public Announcements**. On and after the date hereof and through the Closing Date, the parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither party shall issue any press release or make any public statement prior to obtaining the other party's written approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary to the extent disclosure may be required by

applicable Law or any listing agreement of any party hereto. Notwithstanding the foregoing, Stone Point Capital LLC and its Affiliates are and shall be permitted to (a) report and disclose the status of this Agreement and the transactions contemplated hereby to each of their direct and indirect limited partners of investment funds managed or sponsored by such Persons and (b) subject to Buyer's review and approval, which shall not unreasonably be withheld, conditioned or delayed, disclose the consummation of the transactions contemplated by this Agreement on their websites in the ordinary course of its business.

Section 6.13 **R&W Insurance Policy**. The Buyer and its Affiliates shall cause the R&W Insurance Policy to be bound effective as of the date hereof. The Buyer shall timely pay all premiums and other amounts required to cause the R&W Insurance Policy to become effective in accordance with its terms. The Buyer will not, and will cause their Affiliates not to, amend, waive or otherwise modify the R&W Insurance Policy in any manner that is adverse to the Sellers without the prior written consent of the Seller Representative. The R&W Insurance Policy shall provide that the R&W Insurer shall have no subrogation right, entitlement of privilege, or any recourse whatsoever, against the Sellers or their Affiliates pursuant to this Agreement, the R&W Insurance Policy, the negotiation, execution or performance of this Agreement and the transactions contemplated hereby, or otherwise, except against a Seller in the case of a matter arising directly from such Seller's Fraud.

Section 6.14 **Financing**.

(a) The Buyer shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to obtain, or cause to be obtained, the proceeds of the Debt Financing on the terms and conditions described in the Debt Financing Commitment, including with respect to: (i) maintaining in effect the Debt Financing Commitment and complying with all obligations thereunder; (ii) negotiating, executing and delivering definitive agreements with respect to the Debt Financing (the "Debt Financing Agreements") that are on terms and conditions (including "market flex" terms and conditions) no less favorable to the Buyer in the aggregate, and otherwise consistent with, than those contained in the Debt Financing Commitment as in effect on the date hereof; (iii) satisfying on a timely basis all conditions in the Debt Financing Commitment applicable to the Buyer's obligations thereunder and complying with their obligations thereunder until the Closing, including the payment of any commitment, engagement, or placement fees required as a condition to the Debt Financing; and (iv) consummating the Debt Financing at the Closing; provided that this covenant shall not require the Buyer to commence any Action against any of the other parties to the Debt Financing Commitment or the definitive documentation for the Debt Financing, if any, with respect thereto. Subject to the terms and upon satisfaction of the conditions set forth in the Debt Financing Commitment, Buyer shall cause the lenders and the other Persons providing such Debt Financing to provide the Debt Financing on the Closing Date. Buyer shall furnish correct and complete copies of all definitive agreements entered into by Buyer in relation to the Debt Financing Commitment (including in respect of any Alternative Financing) to Sellers promptly upon their execution.

(b) The Buyer shall provide to the Seller Representative prompt notice (and in any event within two Business Days): (i) of any material breach or default or any event or circumstance that, with or without notice, lapse of time or both, could reasonably be expected to give rise to any such breach or default by any party to the Debt Financing Commitment and/or the Debt Financing Agreements of which the Buyer becomes aware; (ii) of any termination of the Debt Financing Commitment and/or the Debt Financing Agreements or any refusal by a Debt Commitment Party to provide all or any part of the financing contemplated by the Debt Financing Commitment; (iii) of any material dispute or disagreement between or among any parties to the Debt Financing Commitment with respect to the obligation to fund the Debt Financing or the amount of the Debt Financing to be funded at Closing (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Debt Financing and/or the Debt Financing Agreements); (iv) of any material adverse change with respect to such Debt Financing that would reasonably be expected to adversely affect the timely availability or amount of the Debt Financing; (v) the receipt of any written notice or other written communication from any party to the Debt Financing Commitment and/or the Debt Financing Agreements or with respect to any actual or threatened breach, default, withdrawal, termination or repudiation by any party to the Debt Financing Commitment and/or the Debt Financing Agreements or any provision of the Debt Financing Commitment and/or the Debt Financing Agreements; or (vi) any amendment or modification of, or waiver under, the Debt Financing Commitment and/or the Debt Financing Agreements or any related fee letters. Buyer shall keep Sellers informed on a reasonably current basis in reasonable detail of the status of its efforts to arrange the Debt Financing (or Alternative Financing).

(c) Buyer shall not (i) agree to or permit any amendment, supplement or other modification of, or waive any of its rights under, the Debt Financing Commitment or any definitive agreements related to the Debt Financing and/or (ii) substitute other debt or equity financing for all or any portion of the Debt Financing from the same or Alternative Financing sources, in each case, without Sellers' prior written consent; provided that, notwithstanding the foregoing, the Buyer may amend the Debt Financing Commitment to add lenders, arrangers, bookrunners, agents, managers or similar entities that have not executed the Debt Financing Commitment as of the date of this Agreement, if the addition of such additional parties, individually or in the aggregate, would not prevent, delay, or impair the availability of the Debt Financing when required to be funded or the satisfaction of the conditions to obtaining the Debt Financing, in each case on the Closing Date (provided, further, that the Debt Commitment Parties as of the date hereof shall remain liable for the entirety of such commitments thereunder as of the date hereof). After any amendment, supplement, modification, replacement or waiver of the Debt Financing Commitment in accordance with this Section 6.13, the Buyer shall promptly deliver to the Seller Representative a true and complete copy thereof. Upon any such amendment, modification, supplement, waiver or replacement of the Debt Financing Commitment, the term "Debt Financing Commitment" shall mean the Debt Financing Commitment as so amended, modified, supplemented, waived or replaced and the Buyer shall provide a copy of any such material amendment to the Seller Representative.

(d) If for any reason all or any portion of the Debt Financing becomes unavailable on the terms and conditions or from the sources contemplated by the Debt Financing Commitment, Buyer shall promptly notify Sellers and use their reasonable best efforts to obtain alternative debt financing from alternative sources (the "Alternative Financing") upon terms (including any flex provisions) no less favorable, in any material respect, in the aggregate, to the Buyer than those in the Debt Financing Commitment (and any related fee letter), in an amount sufficient to consummate the transactions contemplated by this Agreement as promptly as practicable following the occurrence of such event (and in any event on or prior to the date on which the Closing should have occurred pursuant to Section 2.2). If any Alternative Financing is obtained in accordance with this Section 6.14(d), Buyer shall notify Sellers thereof and references to the "Debt Financing," and "Debt Financing Commitment" (and other like term in this Agreement) shall include such Alternative Financing, as applicable.

(e) Buyer acknowledges and agrees that Sellers (and Seller Representative) have no responsibility for any financing that Buyer and/or its Affiliates may raise in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. Buyer acknowledges and agrees that obtaining the Debt Financing, any Alternative Financing or any Equity Financing is not a condition to Closing.

(f) Buyer shall not agree to or permit any amendment, supplement or other modification of, or terminate or waive any of its rights under, the Equity Financing Commitments or any other definitive agreements related to the financing transactions provided for under the Equity Financing Commitments.

Section 6.15 **Delivery of Purchased Interests**. At Closing, assuming the satisfaction or waiver of the conditions set forth in Section 8.1 and Section 8.2, the Sellers shall deliver good, valid and marketable title to the Purchased Interests such that at and after Closing, the Buyer shall own (directly or indirectly) (a) 100% of the limited liability company interests of ECG and (b) 49% of the limited liability company interests.

Section 6.16 **Transaction Expenses Payoff Instructions**. At least two Business Days prior to the Closing Date, the Sellers shall have submitted to the Buyer reasonably satisfactory documentation setting forth an itemized list of all, and amounts of all, Transaction Expenses, including the identity of each payee, dollar amounts owed, wire instructions and any other information necessary to effect the final payment in full thereof (the "Transaction Expenses Payoff Instructions").

Section 6.17 **Enhanced Advisory Client Consent Process**.

(a) As promptly as practicable following the date of this Agreement, the Companies shall send written notices to each Enhanced Advisory Client or, in the case of an Enhanced Fund, the investors of such Enhanced Fund seeking Enhanced Advisory Client Consent, which notice shall be in form and substance reasonably acceptable to Buyer, informing such Enhanced Advisory Client or investors in the Enhanced Fund of the transactions contemplated by this Agreement and requesting the requisite Enhanced Advisory Client Consent (as indicated in Schedule 6.17) to (1) the change in control of the Companies and the "assignment" (as defined under the Advisers Act) of any investment advisory contract between such Enhanced Advisory Client and any Enhanced Entity, and (2) the continuation of any such investment advisory agreement. The Companies shall use reasonable best efforts to procure the requisite Enhanced Advisory Client Consent from each Enhanced Advisory Client.

(b) The Buyer shall be provided a reasonable opportunity to review all consent materials and communications, which shall be in form and substance reasonably satisfactory to the Buyer, with the Enhanced Advisory Clients or investors in an Enhanced Fund, to be used by the Companies, prior to distribution. At all times prior to the Closing, the Companies shall take reasonable steps to keep the Buyer informed of the status of obtaining such consents. The Companies shall make available to the Buyer copies of all executed consents of all Enhanced Advisory Clients received by the Companies.

Section 6.18 **Restrictive Covenants**.

(a) General. Each Seller and Seller Owner acknowledges that this Agreement, the Ancillary Agreements, and the specific covenants set forth in this Section 6.18 (the "Restrictive Covenants"), have been entered into by such Seller and Seller Owner in connection with the sale of the Purchased Interests (including the goodwill thereof) to the Buyer pursuant to this Agreement. With respect to any Seller Owner that will be an employee of the Buyer or any Affiliates of the Buyer following the Closing, the Restrictive Covenants shall be interpreted to be in furtherance, and not in limitation, of the employment duties of such Seller Owner to the Buyer or such Affiliate of Buyer.

(b) Non-Competition.

(i) In order to protect the legitimate business interest of the Buyer Group and its Affiliates, and in consideration for the good and valuable consideration directly or indirectly offered to each Seller and Seller Owner, during the Restricted Period, each Seller (other than Vulcan and the Trident Sellers) and Seller Owner shall not, directly or indirectly, for himself or on behalf of or in conjunction with any other Person, whether as an agent, employee, partner, joint venturer, investor or otherwise, engage in any Competitive Activity (as defined below), or own any interest in (other than through the passive ownership of less than 2% of the outstanding shares of any class of capital stock of a corporation which is publicly traded on a national securities exchange) any Competitive Enterprise (as defined below) anywhere in the world.

(ii) For purposes of this Section 6.18, "Competitive Activity" shall mean the Seller or the Seller Owner, directly or indirectly, for himself or for any other person, (A) accepting investment capital from any source for purposes of managing such capital in accordance with investment strategies, trading strategies or any other business activities identical or similar to any of those engaged in by the Buyer Group and its Affiliates (other than in such Seller's or Seller Owner's capacity as a member or employee of the Buyer Group or its Affiliates), including but not limited to private equity, buyout, lending, debt, small business investment, in each case consistent with the investment strategies managed by the Buyer Group or its Affiliates as of the date of this Agreement, (B) providing services (whether as an employee, officer, director, member, consultant, or otherwise) or owning an equity interest in any Competitive Enterprise (defined below); provided that the passive ownership by a Seller or Seller Owner of not more than two percent (2%) of the outstanding shares of any class of capital stock of a corporation which is publicly traded on a national securities exchange will not be deemed to be a Competitive Activity, so long as such Seller or Seller Owner is not otherwise participating in the business of such corporation and/or (C) directly or indirectly, in any capacity, interfering, or attempting to interfere, with the relationship between a Buyer Group Investor and the Buyer Group or its Affiliates.

(iii) "Competitive Enterprise" shall mean any business or entity, regardless of its size or the form of the business or form of the entity conducting such business, that, directly or indirectly, (A) engages in any aspect of the Business, or (B) owns or controls a significant interest in any entity that engages in any aspect of the Business.

(iv) This Section 6.18 does not, in any way, restrict or impede any Seller or Seller Owner from exercising protected rights to the extent that those rights cannot be waived by agreement or from complying with any applicable Law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by such applicable laws, regulation, or order. Each Seller and Seller Owner shall promptly provide written notice of any order to the Buyer.

(c) Non-Solicitation of Employees Other than by Michael Korengold. During the Restricted Period, each Seller and Seller Owner (in each case, other than Michael Korengold) shall not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or intentionally induce the termination of employment of any person who is or was an employee of any Enhanced Entity or ECH at any time during the three (3) months preceding such activity; provided, however, that the foregoing provision shall not prohibit (i) any solicitations made by or on behalf of such Seller or Seller Owner to the general public or such Seller's or Seller Owner's serving as a reference for any such employee upon request, or (ii) any solicitation, hiring or recruitment of any employee whose employment was terminated by the applicable Enhanced Entity or ECH; provided, further, that, if such Seller is a private investment fund or an Affiliate thereof, no action taken by a portfolio company of such Seller or its affiliated private investment fund that would otherwise be prohibited by this Section 6.18(c) shall be imputed to such Seller unless such action was directly or indirectly directed by an employee, officer or member of the management company (or equivalent) of such private investment fund.

(d) Non-Solicitation by Michael Korengold.

(i) During the Restricted Period, Michael Korengold shall not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any person who is or was an employee of any Enhanced Entity or ECH at any time; provided, however, that the foregoing provision shall not prohibit solicitations made by or on behalf of Michael Korengold to the general public or Michael Korengold's serving as a reference for any such employee upon request.

(ii) Michael Korengold agrees that the Buyer Group and its Affiliates have expended and continue to expend substantial amounts of time and expense in developing legitimate business interests, including, but not limited to, Confidential Information, relations with employees and other counterparties and highly valuable goodwill, and that these interests are key to the Buyer Group's and its Affiliates' competitive advantage. In order to safeguard these interests, and in consideration of the good and valuable consideration directly or indirectly offered to Michael Korengold, the Buyer Group's and its Affiliates' agreement to provide Michael Korengold access to Confidential Information and the Buyer Groups' and its Affiliates' clients and their representatives, the Buyer Group Investors and the Buyer Groups' and its Affiliates' goodwill and other good and valuable consideration, the sufficiency of which Michael Korengold hereby acknowledges, Michael Korengold agrees that during the Restricted Period:

(A) Michael Korengold agrees not to, directly or indirectly, in any capacity, contact and/or solicit any Buyer Group Investor (other than in Michael Korengold's capacity as a member or employee of the Buyer Group or its Affiliates) for purposes of providing investment management services that utilize any investment or trading strategies that are identical or similar to any investment or trading strategies utilized by the Buyer Group or its Affiliates as of the date of this Agreement.

(B) Michael Korengold agrees not to, directly or indirectly, in any capacity, accept investment capital from any Buyer Group Investor (other than in Michael Korengold's capacity as a member or employee of the Buyer Group or its Affiliates).

(C) Michael Korengold agrees not to, directly or indirectly, in any capacity, interfere, or attempt to interfere, with the relationship between any Buyer Group Investor and the Buyer Group or its Affiliates.

(e) Nothing in this Section 6.18 shall prohibit (i) any Seller or Seller Owner from purchasing publicly traded securities of any corporation, provided that this ownership represents a passive investment and that such Seller or Seller Owner is not a controlling person of, or a member of a group that controls, the corporation; (ii) any Seller or Seller Owner's passive investment as a limited partner or similar capacity in a private equity fund, venture capital fund or other investment vehicle or other business enterprise managed by another person or entity; or (iii) any Seller Owner from investing for the account of himself and his family members.

(f) Modification. If at the time of enforcement of the provisions of this Section 6.18, a court of competent jurisdiction holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by applicable Laws.

(g) Severability. If any Restrictive Covenant is invalid in any part, it shall be curtailed, both as to time and location, to the minimum extent required for its validity under the governing law of this Agreement and shall be binding and enforceable with respect to each Seller and Seller Owner, as so curtailed.

(h) Reasonableness of Restrictions. Each Seller and Seller Owner acknowledges and agrees that he derived (and/or will derive) substantial economic benefit in connection with the transactions contemplated by this Agreement, and that the scope of activity, periods of time and the geographic area applicable to the Restrictive Covenants are reasonable.

(i) Tolling of Restrictive Period. The running of the Restricted Period shall be tolled during the period of any breach by any Seller or Seller Owner of any of the Restrictive Covenants solely with respect to such Seller or Seller Owner.

(j) Several Obligations. For the avoidance of doubt, the provisions of this Section 6.18 shall be several obligations of the Sellers and Seller Owners, and no breach by any Seller or Seller Owner of any of the Restrictive Covenants shall be deemed to be a breach of any of the Restrictive Covenants by any other Seller or Seller Owner.

(k) Remedies. Without intending to limit the remedies available to the Buyer Group and its Affiliates, each Seller and Seller Owner acknowledges that a breach of any of the Restrictive Covenants may result in material irreparable injury to the Buyer Group or any of its Affiliates for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Buyer Group or any of its Affiliates shall be entitled to seek a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach, restraining such Seller or Seller Owner from engaging in activities prohibited by this Section 6.18 or such other relief as may be required to specifically enforce any of the Restrictive Covenants.

Section 6.19 **Updated Financial Statements**. The Companies shall use commercially reasonable efforts to prepare and deliver to the Buyer (at their sole cost and expense) certain new financial statements of the Enhanced Entities described on Schedule 6.19; provided, however, that that the delivery of such financial statements shall not be a condition to, or otherwise delay, the Closing if the conditions set forth in Section 8.1 and Section 8.3 (other than those conditions which, by their nature, are to be satisfied on the Closing Date, but are expected to be satisfied at the Closing) have been satisfied or waived.

Section 6.20 **Series E Preferred Units**. Except as set forth in Schedule 6.20, so long as any of the Sellers hold Series E Preferred Units (or any equity of Buyer and/or Holdings into which Series E Preferred Units have been exchanged or converted (such equity, "Successor Equity")), Buyer and Holdings will not (a) undertake a merger, combination, consolidation, recapitalization or other similar transaction in which any of the Existing Preferred Units or Series E Preferred Units (or any Successor Equity) are converted into, exchanged or redeemed for securities or other property or (b) otherwise cause or permit any Series E Preferred Units to be exchanged or redeemed for, or converted into, securities of any Person or property, including Holdings, or any Person that owns or will own all of the equity interests in Holdings or any Affiliate of or successor (by merger or otherwise) to Holdings or such Person (such Person, a "Successor Person"), or transferred to Holdings or any Successor Person, unless the holders of Series E Preferred Units (or any Successor Equity) receive the same form and amount of consideration as the consideration payable to the holders of the Existing Preferred Units (or any Successor Equity), and are subject to any lock-ups not more restrictive than those governing the holders of the Existing Preferred Units (or any Successor Equity).

Section 6.21 **Capital Contributions and Carried Interest**. Following the Closing, none of the Enhanced Entities, Buyer or any other member of the Buyer Group shall be required to make any payment to or on behalf of any Seller, GP Entity or any Seller's respective principals, officers, managers, directors or employees in respect of any capital commitment, capital contribution, return obligation (including in respect of capital contributions or "clawback" of carried interest) or other payment owed by such Seller, GP Entity or such Seller's respective principals, officers, managers, directors or employees to any GP Entity or Enhanced Fund, other than as set forth on Schedule 6.21.

Section 6.22 **Reorganization Agreement**. Without the prior written consent of Buyer, Sellers shall not amend, modify, alter, waive or supplement the Reorganization Agreement.

Section 6.23 **ICU Holders**. The Sellers owning the ETCF Units and the recipients of the ICU Equivalent Cash Bonus Payments pursuant to Section 2.3(a)(v)(B) acknowledge and agree that (a) they are accepting the Series E Preferred Units being awarded to them under the terms of this Agreement in full and final satisfaction of (i) any and all equity interests in any Subsidiary of ECG or ECP held or owned (directly or indirectly) by, or owed in the future (directly or indirectly) to, such Persons, and (ii) any and all rights to acquire or obtain (directly or indirectly) any such equity interests (clauses (i) and (ii), collectively, the "ICUs"); and (b) from and after the Closing, the ICU Holders shall have no further equity interests, directly or indirectly, in any Subsidiary of ECG or ECP.

Section 6.24 **Tree Line Option**. Pursuant to the terms set forth in this Section 6.24, commencing on March 31, 2022 until March 31, 2023 (the "Option Period"), the Sellers have the option (the "Tree Line Option") to purchase all of the interests in Tree Line Capital Partners, LLC ("Tree Line") owned by Enhanced Asset Management, LLC ("EAM") as of the Closing Date (the "Tree Line Interests"), for a purchase price equal to: (a) earnings before interest, taxes, depreciation and amortization attributable to such Tree Line Interest from the Closing Date through the last day of the quarter preceding the date of exercise of the Tree Line Option, minus (b) the aggregate distributions (including tax distributions) received by EAM from Tree Line from the Closing Date through the closing of the exercise of the Tree Line Option, plus (c) $1.00. Seller Representative may exercise, on behalf of the Sellers set forth on Schedule 6.24 (in the percentages set forth therein), the Tree Line Option by delivering a written notice of exercise prior to the expiration of the Option Period to the principal executive offices of ECG. Upon delivery of such notice of exercise, both Seller Representative and ECG shall be obligated to enter into appropriate documentation within 30 days following delivery of such notice evidencing the purchase and sale of the Tree Line Option, free and clear of all liens; provided that such purchase and sale complies with all required regulatory approvals and consents. In the event Seller Representative and ECG are not able to mutually agree on the purchase price applicable to the Tree Line Option, the purchase price applicable to the Tree Line Option will be determined in accordance with the dispute resolution procedure contemplated by Section 2.6(c), applied *mutatis mutandis*. Notwithstanding anything in this Agreement to the contrary, following delivery of notice of exercise of the Tree Line Option, the Seller Representative shall have the right to assign all or a portion of the Tree Line Option, in its sole discretion, to Tree Line. Following the exercise and/or assignment of the Tree Line Option in accordance with the terms hereof, the parties will enter into appropriate documentation evidencing any such exercise and/or assignment. ECG shall not, and each of Holdings and Buyer and their respective Affiliates shall cause ECG not to, sell, assign, transfer, pledge, encumber or otherwise dispose of all or any portion of the Tree Line Interests (except pursuant to the exercise of the Tree Line Option as described in this Section 6.24) during the period commencing on the Closing Date and through the closing of the exercise of the Tree Line Option, and each of Holdings and Buyer hereby acknowledges and agrees that, during the period commencing on the Closing Date and through the closing of the exercise of the Tree Line Option, neither of Holdings nor Buyer nor any of their respective Affiliates shall be entitled to any financial or other information from Tree Line in respect of the Tree Line Interests except for annual and quarterly financial statements.

ARTICLE VII
TAX MATTERS

Section 7.1 **Tax Returns**. The Buyer will prepare or cause to be prepared, and timely file or cause to be timely filed, all Tax Returns for the Target Entities and their Subsidiaries that are required to be filed after the Closing Date for Pre-Closing Tax Periods. All such Tax Returns will be prepared in a manner consistent with the past custom and practice of the Target Entities, except as otherwise required by applicable Law. At least 30 days prior to the date on which each such Tax Return with respect to income Taxes is due (taking into account extensions), the Buyer will submit a draft of such Tax Return to the Seller Representative for its review and consent (such consent not to be unreasonably withheld, conditioned or delayed), and Buyer shall in good faith consider any changes to such draft Tax Return as are requested by the Seller Representative. The parties shall attempt in good faith to resolve any disagreements with respect to any such Tax Return and if they are not able to do so within a reasonable amount of time, such dispute shall be referred to a nationally recognized accounting firm mutually selected by the Buyer and the Seller Representative, and the decision of such accounting firm shall be final and binding on the Buyer and the Sellers. Any fees of such accounting firm shall be borne in inverse proportion by the parties as they may prevail on the disputed issues, which determination shall be made by such accounting firm.

Section 7.2 **Books and Records; Cooperation**. Each of the Buyer and the Sellers will, and will cause their respective representatives to (a) provide the other parties and their representatives with such assistance as may be reasonably requested in connection with the preparation or review of any Tax Return, or any audit or other examination by any taxing authority or judicial or administrative proceeding relating to Taxes with respect to any Target Entity and (b) retain and provide the other parties and its representatives with reasonable access to all records or information (including, without limitation, earnings and profits of the Target Entities) that may be relevant to such Tax Return, audit, examination, proceeding or determination of any amount payable under this Article VII; provided that, notwithstanding anything to the contrary in this Agreement, Buyer, the Target Entities and any of their respective Affiliates shall not be obligated to provide any of their income Tax Returns to the Sellers and their Representatives that relate solely to a Post-Closing Tax Period.

Section 7.3 **Transfer Taxes**. The Buyer (collectively) and the Sellers (collectively) each will bear fifty percent (50%) of any real property transfer or gains tax, stamp tax, stock transfer tax, documentary, sales, use, registration, value-added, and other similar transfer Tax imposed on any Target Entity, the Sellers or the Buyer as a result of the transactions contemplated by this Agreement, including any filing and recording fees (collectively, "Transfer Taxes"). The Sellers agree to cooperate with the Buyer in the filing of any Tax Returns with respect to the Transfer Taxes, including promptly supplying any information in their possession that is reasonably necessary to complete such returns. Each party shall use commercially reasonable efforts to avail itself of any available exemptions from any such Transfer Taxes.

Section 7.4 **Straddle Period Allocation**. To the extent it is necessary for purposes of this Agreement to determine the allocation of Taxes to the Pre-Closing Tax Period and Post-Closing Tax Period portions of a Straddle Period, the amount of any Taxes based on or measured by income, receipts, payroll or sales of the Target Entities for the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of other Taxes of the Target Entities for a Straddle Period that relates to the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire taxable period

multiplied by a fraction, the numerator of which is the number of days in the taxable period ending at the end of the Closing Date and the denominator of which is the number of days in such Straddle Period. The federal partnership income Tax Return of ECG for the Straddle Period taxable year that includes the Closing Date will allocate items of income, gain, loss, deduction and credit for such year to the buyer and sellers of direct interests in ECG based on an interim closing of the books as of the close of business on the Closing Date. For purposes of determining the Unpaid Taxes of the Blockers for such Straddle Period taxable year, (a) the same interim closing of the books as of the close of business on the Closing Date will be utilized to determine the portion of the items of income, gain, loss, deduction and credit for such year allocated to the Blockers from the Companies that is attributable to the Pre-Closing Tax Period portion of such year and (b) any net operating loss carryover of a Blocker from a prior year (to the extent it is both available and utilizable on the Tax Return that will reflect the applicable Unpaid Taxes) shall be allocated first to offset any income or gain of such Blocker for such Pre-Closing Tax Period.

Section 7.5 **Purchase Price Allocation**. The parties agree that the portion of the Purchase Price allocated to the purchase of the Trident Shares that are shares of Trident ECP is $1.00 and that the remainder of the Purchase Price is allocated to the Trident Shares that are shares of Trident ECG, the MECG Units, the VECG Units and the ETCF Units. The Buyer shall, within 90 days following the Closing, submit to the Seller Representative an initial determination of the allocation among the assets of ECG of the portion of the Purchase Price as determined for U.S. federal income Tax purposes allocated to the purchase of the MECG Units, the VECG Units and the ETCF Units consistent with the principles set forth on Schedule 7.5 of the Disclosure Schedules. Within 30 days of receipt, the Seller Representative shall notify Buyer if it disagrees with such initial determination, and if it does not so notify the Buyer within such 30 day period the initial determination shall be final and binding on the parties. If the Seller Representative disagrees with such initial determination, the Seller Representative and the Buyer shall make a good faith effort to resolve the dispute. If the Seller Representative and the Buyer have been unable to resolve their differences within 30 days after the Buyer has been notified of the Seller Representative's disagreement with the initial determination, then any remaining disputed issues shall be submitted to the Independent Accounting Firm, which shall resolve the disagreement in a final binding manner in accordance with the dispute resolution procedure set forth in Section 2.6(c) applied *mutatis mutandis*. The parties shall report and file their respective Tax Returns in accordance with the allocation as finally determined and shall not take any position on any Tax Return, in any audit, administrative, or judicial proceeding, or otherwise that is inconsistent with such treatment except as otherwise required by applicable Law.

Section 7.6 **Seller Representative Approved Tax Matters.** Unless otherwise required by applicable Law, or as expressly required by this Agreement, neither the Buyer nor any of its Affiliates shall, to the extent such action results or could reasonably be expected to result in any increased Tax liability (including a reduction in a refund) of the Sellers in respect of any Pre-Closing Tax Period of the Target Entities or their Subsidiaries, without the prior written consent of the Seller Representative, which consent shall not be unreasonably withheld, conditioned or delayed: (i) make or change any election in respect of Taxes affecting any Pre-Closing Tax Period of the Target Entities or their Subsidiaries; (ii) amend, refile, or otherwise modify any Tax Return relating to any Pre-Closing Tax Period of the Target Entities or their Subsidiaries; (iii) extend or waive any statute of limitations or other period for the assessment of any Tax or Tax deficiency that relates to a Pre-Closing Tax Period of the Target Entities or their Subsidiaries; or (iv) initiate any voluntary disclosure proceeding with any Governmental Authority with respect to the Target Entities or any of the Subsidiaries relating to a Pre-Closing Tax Period.

Section 7.7 **Transaction Tax Deductions**. The parties hereby acknowledge and agree that the Transaction Tax Deductions shall be for the sole benefit of the Sellers, shall be allocated to a Pre-Closing Tax Period, and except as otherwise required by applicable Laws, shall be claimed in a Pre-Closing Tax Period. The parties hereby agree to (a) prepare and file all Tax Returns consistent with the preceding sentence and (b) not take a position on any Tax Return or in any administrative or judicial proceeding inconsistent with the Sellers' entitlement to the benefit of the Transaction Tax Deductions.

Section 7.8 **Audits and Examinations**. The Buyer shall promptly notify the Seller Representative in writing of the commencement of any audit or examination of any flow-through income Tax Return of the Target Entities for any Pre-Closing Tax Period and any proposed change or adjustment, claim, dispute, arbitration or litigation that, if sustained, would reasonably be expected to give rise to a claim for indemnification in respect of Taxes under this Agreement (a "Tax Claim"). Such notice shall describe the asserted Tax Claim in reasonable detail and shall include copies of any notices and other documents received from any taxing authority in respect of any such asserted Tax Claim. The Buyer shall have the right to control all Tax Claims in the Tax audit, examination, and settlement stage and, if not settled, in any further contest; provided, however, that the Buyer shall inform the Seller Representative of the status and progress of such Tax Claim and that the Seller Representative will have the opportunity to participate in such Tax Claim at its expense. The Buyer may not settle any Tax Claim (either at the audit or examination stage or thereafter) without first obtaining the Seller Representative's consent (which consent shall not be unreasonably withheld, conditioned or delayed).

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.1 **General Conditions**. The respective obligations of the Buyer and the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by either party in its sole discretion (provided, that such waiver shall only be effective as to the obligations of such party):

(a) No Injunction or Prohibition. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect as of the anticipated Closing and that enjoins, restrains, conditions, makes illegal or otherwise prohibits the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

(b) Consents and Approvals. All authorizations, consents, orders and approvals of all Governmental Authorities and officials, all third party consents, and all Enhanced Advisory Client Consents set forth on Schedule 8.1(b) shall have been received and not rescinded by the Closing Date by Sellers or waived by the applicable parties thereto.

Section 8.2 **Conditions to Obligations of the Sellers**. The obligations of the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may be waived in writing by the Companies in its sole discretion:

(a) Representations, Warranties and Covenants. (A) The Fundamental Representations of the Buyer shall be true and correct in all respects as of the Closing Date, or in the case of Fundamental Representations that are made as of a specified date, such Fundamental Representations shall be true and correct in all respects (subject to de minimis exceptions) as of such specified date, and (B) all other representations and warranties of the Buyer contained in this Agreement shall be true and correct as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, in the case of clause (B), (i) without giving effect to any materiality or "Buyer Material Adverse Effect" qualifications (other than any such qualifications contained in Section 5.7 (Holdings Financial Statements)), and (ii) except to the extent the failure of such representations and warranties to be true and correct as of such date would not have a Buyer Material Adverse Effect. The Buyer shall have performed all obligations and agreements and complied with all covenants required by this Agreement to be performed or complied with by them prior to or at the Closing, in each case, in all material respects. The Seller Representative shall have received from the Buyer a certificate to the effect set forth in the preceding sentences, signed by a duly authorized officer thereof.

(b) Deliveries by the Buyer. The Buyer shall have delivered or caused to have been delivered (or shall be ready, willing, and able to deliver or cause to be delivered) all agreements, instruments, documents, and other deliverables required to be delivered pursuant to Section 2.3(a).

(c) No Buyer Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing a Buyer Material Adverse Effect.

Section 8.3 **Conditions to Obligations of the Buyer**. The obligations of the Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may be waived in writing by the Buyer in its sole discretion:

(a) Representations, Warranties and Covenants.

(i) (A) The Fundamental Representations of each of the Sellers shall be true and correct in all respects (subject to de minimis exceptions) as of the Closing Date, or in the case of Fundamental Representations that are made as of a specified date, such Fundamental Representations shall be true and correct in all respects (subject to de minimis exceptions) as of such specified date, and (B) all other representations and warranties of each of the Sellers contained in this Agreement shall be true and correct in all material respects as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct in all material respects as of such specified date, in the case of clause (B), (i) without giving effect to any materiality or "Company Material Adverse Effect" qualifications, and (ii) except to the extent the failure of such representations and warranties to be true and correct as of such date would not have a Company Material Adverse

Effect. Each of the Sellers shall have performed all obligations and agreements and complied with all covenants required by this Agreement to be performed or complied with by it prior to or at the Closing, in each case, in all material respects. The Buyer shall have received from each of the Sellers a certificate to the effect set forth in the preceding sentences, signed by (x) if such Seller is a natural person, such Seller and (y) if such Seller is not a natural person, a duly authorized officer thereof.

(ii) (A) The Fundamental Representations of each of the Companies shall be true and correct in all respects (subject to de minimis exceptions) as of the Closing Date, or in the case of Fundamental Representations that are made as of a specified date, such Fundamental Representations shall be true and correct in all respects (subject to de minimis exceptions) as of such specified date, and (B) all other representations and warranties of the Companies contained in this Agreement shall be true and correct as of the Closing Date, or in the case of representations and warranties that are made as of a specified date, such representations and warranties shall be true and correct as of such specified date, in the case of clause (B), (i) without giving effect to any materiality or "Company Material Adverse Effect" qualifications (other than any such qualifications contained in Section 3.6 (Financial Statements; No Undisclosed Liabilities) or Section 3.7 (Absence of Certain Changes or Events) or in respect of any use of the defined term "Material Contract"), and (ii) except to the extent the failure of such representations and warranties to be true and correct as of such date would not have a Company Material Adverse Effect. The Companies shall have performed all obligations and agreements and complied with all covenants required by this Agreement to be performed or complied with by them prior to or at the Closing, in each case, in all material respects. The Buyer shall have received from the Companies a certificate to the effect set forth in the preceding sentences, signed by a duly authorized officer thereof.

(b) Deliveries. The Sellers, the Seller Representative, Vulcan and the Rollover Sellers shall have delivered or caused to have been delivered (or shall be ready, willing, and able to deliver, or cause to be delivered) all agreements, instruments, documents, and other deliverables required to be delivered by such Persons pursuant to Section 2.3(b), Section 2.3(e), Section 2.3(d), Section 2.3(e), and Section 2.3(f).

(c) Reorganization. The Reorganization Agreement, including the exhibits thereto, shall have been executed and delivered by the applicable parties thereto (other than the Buyer and its Affiliates), and each such document shall be in full force and effect.

(d) No Company Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing a Company Material Adverse Effect.

(e) Initial Cash Retention Amount. The Companies shall have a Cash balance at Closing of at least $1,500,000.

ARTICLE IX
INDEMNIFICATION

Section 9.1 **Survival**.

(a) The representations and warranties of the Sellers, the Companies and the Buyer contained in this Agreement and the certificates referenced in Sections 8.2(a) and 8.3(a) shall survive the Closing until the first anniversary of the Closing Date (the "Escrow Expiration Date"); provided, however, that the in the case of Fraud, such representations and warranties shall survive indefinitely.

(b) The respective covenants and agreements of the Sellers, the Companies and the Buyer contained in this Agreement requiring performance (i) at or prior to the Closing shall survive the Closing until the first anniversary of the Closing Date and (ii) after the Closing shall survive the Closing until the expiration of the statute of limitations unless a longer or shorter period of performance is specified with respect to such covenant or agreement, in which case, such covenant or agreement shall survive in accordance with such longer or shorter specified period.

(c) Neither the Sellers nor the Buyer shall have any liability with respect to any representations, warranties, covenants or agreements unless notice of an actual or threatened claim hereunder is given to the other party prior to the expiration of the survival period, if any, for such representation, warranty, covenant or agreement, in which case such representation, warranty, covenant or agreement shall survive as to such claim until such claim has been finally resolved, without the requirement of commencing any Action in order to extend such survival period or preserve such claim.

Section 9.2 **Indemnification by the Sellers**.

(a) Each of the Sellers shall indemnify and hold harmless the Buyer and its Affiliates (including, following Closing, the Enhanced Entities) and the respective Representatives, successors and assigns of each of the foregoing (collectively, the "Buyer Indemnified Parties") from and against, and shall compensate and reimburse each of the Buyer Indemnified Parties for, any and all losses, damages, liabilities, deficiencies, accrued interest, awards, judgments, penalties, and reasonable costs and expenses (including reasonable attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (hereinafter collectively, "Losses"), incurred, sustained or suffered by such Buyer Indemnified Party as a result of, arising out of or relating to:

(i) any breach of any representation or warranty made by the Companies in Article III or the certificate referenced in Section 8.3(a)(ii) (without giving effect to any materiality or "Material Adverse Effect" qualifications (other than any such qualifications contained in Section 3.6 (Financial Statements; No Undisclosed Liabilities) or Section 3.7(b) (Absence of Certain Changes or Events) or in respect of any use of the defined term "Material Contract"); and

(ii) any breach of or failure to perform any covenant or agreement by the Companies contained in this Agreement.

(b) Each of the Sellers shall indemnify and hold harmless the Buyer Indemnified Parties, severally and not jointly, as to itself only, from and against, and shall compensate and reimburse each of the Buyer Indemnified Parties for, any and all Losses incurred, sustained or suffered by such Buyer Indemnified Party as a result of, arising out of or relating to:

(i) any breach of any representation or warranty made by such Seller in Section 4.1 of this Agreement or its certificate referenced in Section 8.3(a)(i) (without giving effect to any materiality or "Material Adverse Effect" qualifications); and

(ii) any breach of or failure to perform any covenant or agreement by such Seller contained in this Agreement.

(c) Each of the Trident Sellers shall indemnify and hold harmless the Buyer Indemnified Parties, jointly and severally, from and against, and shall compensate and reimburse each of the Buyer Indemnified Parties for, any and all Losses incurred, sustained or suffered by such Buyer Indemnified Party as a result of, arising out or relating to any breach of or failure to perform any representation or warranty made by any Trident Seller in Section 4.2 of this Agreement (without giving effect to any materiality or "Material Adverse Effect" qualifications).

(d) Each of the Rollover Sellers shall indemnify and hold harmless the Buyer Indemnified Parties severally and not jointly, as to itself only, from and against, and shall compensate and reimburse each of the Buyer Indemnified Parties for, any and all Losses incurred, sustained or suffered by such Buyer Indemnified Party as a result of, arising out of or relating to any breach of or failure to perform any representation or warranty made by such Rollover Seller in Section 4.3 of this Agreement (without giving effect to any materiality or "Material Adverse Effect" qualifications).

Section 9.3 **Indemnification by the Buyer**. The Buyer shall indemnify and hold harmless the Sellers and their Affiliates and the respective Representatives, successors and assigns of each of the foregoing (collectively, the "Seller Indemnified Parties") from and against, and shall compensate and reimburse each of the Seller Indemnified Parties for, any and all Losses incurred, sustained or suffered by such Seller Indemnified Party as a result of, arising out of or relating to:

(a) any breach of any representation or warranty made by the Buyer contained in this Agreement or the certificate referenced in Section 8.2(a) (without giving effect to any materiality or "Material Adverse Effect" qualifications); and

(b) any breach of or failure to perform any covenant or agreement by the Buyer contained in this Agreement.

Section 9.4 **Procedures**.

(a) A party seeking indemnification (the "Indemnified Party") in respect of, arising out of or involving a Loss or a claim or demand made by any person against the Indemnified Party (a "Third Party Claim") shall deliver notice (a "Claim Notice") in respect thereof to the party against whom indemnity is sought (the "Indemnifying Party") with reasonable promptness after receipt by such Indemnified Party of notice of the Third Party Claim, and shall provide the Indemnifying Party with such information with respect thereto as the Indemnifying Party may reasonably request. The failure to deliver a Claim Notice, however, shall not release the Indemnifying Party from any of its obligations under this Article IX except to the extent that the Indemnifying Party is materially prejudiced by such failure.

(b) If the Indemnifying Party has an obligation to indemnify the Indemnified Party against any and all Losses that may result from a Third Party Claim that is exclusively for civil monetary damages at law pursuant to the terms of this Agreement, the Indemnifying Party shall have the right, upon written notice to the Indemnified Party within 30 days of receipt of a Claim Notice from the Indemnified Party in respect of such Third Party Claim, to assume the defense thereof at the expense of the Indemnifying Party with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim for equitable or injunctive relief or any Third Party Claim that would impose criminal liability, and the Indemnified Party shall have the right to defend, at the expense of the Indemnifying Party, any such Third Party Claim. With respect to any Third Party Claim, the defense of which the Indemnifying Party is entitled to assume, the Indemnifying Party shall be liable for the reasonable fees and expenses of outside counsel employed by the Indemnified Party for any period during which the Indemnifying Party has failed to assume the defense thereof, provided the Indemnified Party has provided written notice of such failure to the Indemnifying Party and the Indemnifying Party has not cured its failure within 15 days of receiving any such notice. If the Indemnifying Party does not expressly elect to assume the defense of such Third Party Claim within the time period and otherwise in accordance with the first sentence of this Section 9.4(b), the Indemnified Party shall have the sole right to assume the defense of and to settle such Third Party Claim. If the Indemnifying Party assumes the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the employment of such counsel shall have been specifically authorized in writing by the Indemnifying Party or (ii) the named parties to the Third Party Claim (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party reasonably determines based on advice of outside legal counsel that representation by counsel to the Indemnifying Party of both the Indemnifying Party and such Indemnified Party may present such counsel with a conflict of interest. If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnified Party shall, at the Indemnifying Party's expense, cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, enter into any settlement or compromise or consent to the entry of any judgment with respect to such Third Party Claim if such settlement, compromise or judgment (i) involves a finding or admission of wrongdoing, (ii) does not include an unconditional written release by the claimant or plaintiff of the Indemnified Party from all liability in respect of such Third Party Claim or (iii) imposes equitable remedies or any obligation on the Indemnified Party other than solely the payment of money damages for which the Indemnified Party will be indemnified hereunder.

(c) An Indemnified Party seeking indemnification in respect of, arising out of or involving a Loss or a claim or demand hereunder that does not involve a Third Party Claim being asserted against or sought to be collected from such Indemnified Party (a "Direct Claim") shall deliver a Claim Notice in respect thereof to the Indemnifying Party with reasonable promptness (and no later than thirty (30) days) after becoming aware of facts supporting such Direct Claim, and shall provide the Indemnifying Party with such information with respect thereto as the Indemnifying Party may reasonably request. If the Indemnifying Party notifies the Indemnified Party that it accepts the liability identified in a Claim Notice in respect of a Direct

Claim, or does not notify the Indemnified Party within 30 days following its receipt of a Claim Notice in respect of a Direct Claim that the Indemnifying Party disputes its liability to the Indemnified Party hereunder, then in each case, such Direct Claim specified by the Indemnified Party in such Claim Notice shall be conclusively deemed a liability of the Indemnifying Party hereunder, and the parties shall proceed in accordance with Section 9.9. If the Indemnifying Party agrees that it has an indemnification obligation but asserts that it is obligated to pay a lesser amount than that claimed by the Indemnified Party, the parties shall proceed in accordance with Section 9.9 for the undisputed amount, without prejudice to or waiver of the Indemnified Party's claim for the difference.

(d) Notwithstanding the provisions of Section 11.9, each Indemnifying Party hereby consents to the nonexclusive jurisdiction of any court in which an Action in respect of a Third Party Claim is brought against any Indemnified Party for purposes of any claim that an Indemnified Party may have under this Agreement with respect to such Action or the matters alleged therein and agrees that process may be served on each Indemnifying Party with respect to such claim anywhere.

Section 9.5 **Limits on Indemnification**. Notwithstanding anything to the contrary contained in this Agreement: (a) no Indemnifying Party shall be liable for any claim for indemnification pursuant to Section 9.2(a)(i), Section 9.2(b)(i), Section 9.2(c) and Section 9.2(d), as the case may be, unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Indemnifying Parties equals or exceeds $547,500 (the "Basket Amount"), in which case the Indemnifying Parties shall only be liable for the amount of such Losses in excess of the Basket Amount; (b) an Indemnifying Party shall not be liable for any claim for indemnification pursuant to Section 9.3(a) unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Indemnifying Party equals or exceeds the Basket Amount, in which case the Indemnifying Party shall only be liable for the amount of such Losses in excess of the Basket Amount; (c) the maximum aggregate amount of indemnifiable Losses which may be recovered from all Indemnifying Parties pursuant to Section 9.2(a)(i) and (ii) (in respect of any covenant or agreement requiring performance at or prior to the Closing), Section 9.2(b)(i) and (ii) (in respect of any covenant or agreement requiring performance at or prior to the Closing), Section 9.2(c) and Section 9.2(d), as the case may be, shall be an amount equal to $547,500; (d) the maximum aggregate amount of indemnifiable Losses which may be recovered from Indemnifying Parties pursuant to Section 9.3(a) and Section 9.3(b) (in respect of any covenant or agreement requiring performance at or prior to the Closing), shall be an amount equal to $2,700,000; and (e) the Sellers shall not be obligated to indemnify the Buyer or any other Person with respect to any Loss to the extent that a specific accrual or reserve for the amount of such Loss was taken into account in calculating the Net Adjustment Amount; provided, that (i) the foregoing clauses (a) and (b) shall not apply to Losses arising out of or relating to the breach or inaccuracy of any Fundamental Representation, and (ii) the foregoing clauses (a), (b), (c) and (d) shall not apply to Losses in the event of Fraud.

Section 9.6 **Additional Limits on Indemnification**

(a) Mitigation. The parties shall cooperate with each other to resolve any claim or liability with respect to which one party is obligated to indemnify the other party hereunder, including by making commercially reasonable efforts to mitigate or resolve any such claim or liability.

(b) Additional Indemnification Procedures.

(i) Any indemnifiable claim with respect to any breach or nonperformance by either party of a representation, warranty, covenant or agreement shall be limited to the amount of indemnifiable Losses sustained by the Indemnified Party by reason of such breach or nonperformance, net of any (A) insurance proceeds received by the Buyer or the Target Entities (other than the R&W Insurance Policy), (B) with respect to the portion of the Loss borne by the Blockers (or their successors, with respect to the TECG Units and ECP Units), any net Tax benefits actually realized as a result of such Loss, and (C) recoveries from third parties pursuant to indemnification or otherwise. In furtherance of the foregoing, each of the Buyer and the Target Entities shall use commercially reasonable efforts to seek full recovery under all insurance policies covering any Loss or from any other applicable third party to the same extent as they would if such Loss were not subject to indemnification hereunder. If any Buyer Indemnified Party receives such insurance proceeds or indemnity, contribution or similar payments (other than pursuant to the R&W Insurance Policy) after being indemnified with respect to some or all of such Losses, such Buyer Indemnified Party shall pay to the Seller Representative the lesser of (x) the amount of such insurance proceeds and (y) the aggregate amount paid to such Buyer Indemnified Party under this Article IX with respect to such Losses.

(ii) If any Indemnifying Party makes any payment on any claim pursuant to Section 9.2, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such claim (other than the R&W Insurance Policy).

(c) Notwithstanding anything in this Agreement to the contrary, no party shall be liable pursuant to this Article IX for any punitive or exemplary damages, except, in each case, to the extent constituting direct, market measured or general damages and/or to the extent constituting a part of any Third Party Claim.

Section 9.7 **Remedies Not Affected by Investigation, Disclosure or Knowledge**. If the transactions contemplated hereby are consummated, the Buyer expressly reserves the right to seek indemnity for any Losses arising out of or relating to any breach of any representation, warranty or covenant contained herein, notwithstanding any investigation by, disclosure to, knowledge or imputed knowledge of the Buyer or any of its Representatives in respect of any fact or circumstance that reveals the occurrence of any such breach, whether before or after the execution and delivery hereof.

Section 9.8 **Indemnity Escrow Fund**.

(a) Notwithstanding anything to the contrary in this Agreement, other than with respect to a claim for Fraud and subject to Section 9.8(b), (i) the funds available in the Indemnity Escrow Fund shall be the sole and exclusive source of recovery for the Buyer Indemnified Parties with respect to the Sellers' indemnification obligation under this Article IX, and (ii) neither the survival periods nor any other limitations under this Article IX shall in any way affect or otherwise limit any claim made by, or available to, any Buyer Indemnified Party under the R&W Insurance Policy.

(b) Notwithstanding anything in this Agreement or the Ancillary Agreements to the contrary, (i) nothing in this Agreement shall limit or restrict a Buyer Indemnified Party's rights or ability to maintain or recover any amounts in connection with any action or claim based upon Fraud in connection with the transactions contemplated hereby or in the Ancillary Agreements, and (ii) each Seller agrees to the matters set forth on Schedule 9.8(b).

Section 9.9 **Indemnification Payments; Escrow Release**.

(a) Within three (3) Business Days after the final determination of any amounts owing under Section 9.2, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to the Buyer any such amounts due and owing under Section 9.2, up to the amount then-remaining in the Indemnity Escrow Fund. Any amounts owing under Section 9.3 shall be paid by the Buyer to the Seller Representative, as directed by the Seller Representative, by wire transfer of immediately available funds within three (3) Business Days after the final determination thereof.

(b) On the Escrow Expiration Date, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to, or as directed by, the Seller Representative, for the benefit of the Sellers such amount, if any, then-remaining in the Indemnity Escrow Fund less an amount equal to the aggregate dollar amount of claims for Losses made by the Buyer Indemnified Parties in good faith through the Escrow Expiration Date pursuant to this Article IX that are then outstanding and unresolved (such amount of the retained Indemnity Escrow Amount, as it may be further reduced after the Escrow Expiration Date by distributions to, or for the benefit of, the Sellers as set forth below and recoveries by a Buyer Indemnified Party pursuant to this Article IX, the "Retained Indemnity Escrow Amount").

(c) If and to the extent that after the Escrow Expiration Date, any claim for Losses is resolved for any amount less than the portion of the Indemnity Escrow Fund preserved in respect of such claim on the Escrow Expiration Date, then the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to, or as directed by, the Seller Representative, for the benefit of the Sellers, an aggregate amount of the Retained Indemnity Escrow Amount equal to such difference; provided that such distribution shall only be made to the extent that the Retained Indemnity Escrow Amount remaining after such distribution would be sufficient to cover the aggregate amount of all unresolved claims for Losses timely made by the Buyer Indemnified Parties in good faith in accordance with Section 9.4. If and to the extent that, after the Escrow Expiration Date, any outstanding claim timely made by any Buyer Indemnified Party in good faith in accordance with Section 9.4 for a Loss is resolved in favor of such Buyer Indemnified Party, then the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to such Buyer Indemnified Party an amount from the Retained Indemnity Escrow Amount equal to the amount of such outstanding claim resolved in favor of such Buyer Indemnified Party.

Section 9.10 **Exclusive Remedy**. Except with respect to (a) claims based on Fraud, (b) claims for specific performance in accordance with Section 11.11 and (c) the procedures described in Section 2.5 and 2.6, following the Closing, indemnification pursuant to this Article IX shall be the sole and exclusive remedy of the parties and any parties claiming by or through any parties (including the Indemnified Parties) related to or arising from any breach of any representation, warranty, covenant or agreement contained in, or otherwise pursuant to, this Agreement, and none of the parties shall have any other rights or remedies in connection with any breach of this Agreement or any other liability arising out of the negotiation, entry into or consummation of the transactions contemplated by this Agreement, whether based on contract, tort, strict liability, other Laws or otherwise.

Section 9.11 **Characterization of Payments**. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price to the extent permitted by Law.

ARTICLE X
TERMINATION

Section 10.1 **Termination**. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Buyer and the Companies;

(b) (i) by the Companies, if the Sellers or the Companies are not then in material breach of their obligations under this Agreement and the Buyer breaches or fails to perform in any respect any of their representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.2, (B) cannot be or has not been cured the earlier of (1) the Business Day prior to the Outside Date and (2) the date which is 15 days following delivery to the Buyer of written notice of such breach or failure to perform and (C) has not been waived by the Companies; or (ii) by the Buyer, if the Buyer is not then in material breach of its obligations under this Agreement and the Sellers or the Companies breach or fail to perform in any respect any of their representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.3, (B) cannot be or has not been cured the earlier of (1) the Business Day prior to the Outside Date and (2) the date which is 15 days following delivery to the Seller Representative of written notice of such breach or failure to perform and (C) has not been waived by the Buyer;

(c) by either the Companies or the Buyer if the Closing shall not have occurred by February 16, 2021 (the "Outside Date"); provided, that the right to terminate this Agreement under this Section 10.1(c) shall not be available if the failure of the party so requesting termination to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date; or

(d) by either the Companies or the Buyer in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable; provided, that the party so requesting termination shall have used its commercially reasonable efforts, in accordance with Section 6.10, to have such order, decree, ruling or other action vacated.

The party seeking to terminate this Agreement pursuant to this Section 10.1 (other than Section 10.1(a)) shall give prompt written notice of such termination to the other party.

Section 10.2 **Effect of Termination**.

(a) In the event of termination of this Agreement as provided in Section 10.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party (or any of its Representatives or Affiliates) except (a) for the provisions of Section 6.12, this Section 10.2, and Article XI (except Section 11.6) and (b) that nothing herein shall relieve any party from liability for any willful and material breach of this Agreement, subject to the limitations set forth in Sections 11.11 and 11.19.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 **Fees and Expenses**. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, including all legal, accounting, investment banking, and other fees and expenses, shall be paid by the party incurring such fees or expenses, whether or not such transactions are consummated; provided, however, that the Buyer shall pay or cause the Companies to pay any Transaction Expenses that remain unpaid as of the Closing. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising under Section 10.2 from a breach of this Agreement by another party. For the avoidance of doubt, the cost of the R&W Insurance Policy will be the sole cost and expense of the Buyer, and neither the Sellers nor the Companies will have any liability with respect thereto.

Section 11.2 **Amendment or Supplement**. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed by the Buyer and the Companies if prior to the Closing and Buyer and Seller Representative if after the Closing. Notwithstanding anything to the contrary contained herein, the last sentence of Section 10.2, 11.7(b), Section 11.9, 11.11, 11.14, 11.19 and this Section 11.2 (and any provision of this Agreement to the extent a modification, waiver or termination of such provisions would modify the substance of the last sentence of Section 10.2, 11.7(b), Section 11.9, 11.11, 11.14, 11.19 and this Section 11.2) may not be modified, waived or terminated in a manner that impacts or is adverse in any respect to the Debt Commitment Parties without the prior written consent of the Debt Commitment Parties.

Section 11.3 **Waiver**. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 11.4 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or e-mail, upon written confirmation of receipt by facsimile, e-mail or otherwise, or (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to the Sellers, or to the Companies prior to Closing, to:

Enhanced Capital Group, LLC
201 St. Charles Avenue, Suite 3400
New Orleans, Louisiana 70170
Attention: Michael Korengold
E-mail address: MKorengold@enhancedcapital.com

and

c/o Stone Point Capital LLC
20 Horseneck Lane
Greenwich, Connecticut 06830
Attention: Peter M. Mundheim
E-mail address: pmundheim@stonepoint.com

with a copy (which shall not constitute notice) to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Todd E. Lenson and Howard T. Spilko
E-mail address: tlenson@kramerlevin.com; and
hspilko@kramerlevin.com

(ii) if to the Seller Representative, to:

Stone Point Capital LLC
20 Horseneck Lane
Greenwich, Connecticut 06830
Attention: Peter M. Mundheim
E-mail address: pmundheim@stonepoint.com

with a copy (which shall not constitute notice) to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Todd E. Lenson and Howard T. Spilko
E-mail address: tlenson@kramerlevin.com; and
hspilko@kramerlevin.com

(iii) if to the Buyer, or the Companies after the Closing, to:

8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attention: C. Clark Webb and William F. Souder
E-mail: ccw@210capital.com and fsouder@rcpadvisors.com

with a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP 2001 Ross Avenue
Dallas, Texas 75201
Attention: David L. Sinak and Doug Rayburn
E-mail: dsinak@gibsondunn.com and drayburn@gibsondunn.com

Notwithstanding anything to the contrary herein, all notices, communications, and other documents and items provided by Buyer to any Seller or Target Entity under this Agreement shall be deemed to have been provided to such Seller or Target Entity in accordance with the terms hereof, if and when delivered to the Seller Representative in accordance with the notice information for the Seller Representative set forth in this Section 11.4.

Section 11.5 **Interpretation**. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule such reference shall be to a Section, Article, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit or Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term “or” is not exclusive. The word “will” shall be construed to have the same meaning and effect as the word “shall.” References to days mean calendar days unless otherwise specified. Any reference to “delivered”, “provided” or “made available” to the Buyer means, with respect to any document or information, that the same has been made available to the Buyer with unrestricted access for a continuous period of at least three (3) Business Days prior to the date of this Agreement by means of the virtual data room located at https://enhancedcapital.egnyte.com/fl/Mzy8X2YMBw/Dataroom.

Section 11.6 **Entire Agreement**. This Agreement (including the Exhibits and Schedules hereto) and the Ancillary Agreements constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof and thereof. Notwithstanding any oral agreement or course of conduct of the parties or their Representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 11.7 **No Third-Party Beneficiaries**.

(a) Except as provided in in Section 11.7(b), nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

(b) Notwithstanding the foregoing clause (a), (i) the provisions of Section 6.7, Article IX and Section 11.19 shall be enforceable against all applicable parties to this Agreement by the Persons referenced therein, (ii) the last sentence of Section 6.24 shall be enforceable against all applicable parties to this Agreement by Tree Line and (iii) the provisions of this Section 11.7(b) and Section 11.1, Section 11.2, Section 11.9, Section 11.14 and Section 11.19 shall be enforceable against all parties to this Agreement by each Debt Commitment Party.

Section 11.8 **Governing Law**. Except with respect to instances of Fraud (which shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware), this Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

Section 11.9 **Submission to Jurisdiction**. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement, the Debt Financing Commitment, the Debt Financing, the Debt Financing Agreements or the transactions contemplated hereby or thereby, brought by any party or its successors or assigns against any other party shall be brought and determined in the County of New York, State of New York, provided, that if jurisdiction is not then available in the County of New York, State of New York, then any such legal action or proceeding may be brought in any federal court located in the Southern District of New York, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement, the Debt Financing Commitment, the Debt Financing, the Debt Financing Agreements and the transactions contemplated hereby or thereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any

such court in New York as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement, the Debt Financing Commitment, the Debt Financing, the Debt Financing Agreements or the transactions contemplated hereby or thereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, the Debt Financing Commitment, the Debt Financing Agreements or the subject matter hereof or thereof, may not be enforced in or by such courts. Notwithstanding the foregoing, the parties agree that disputes with respect to the matters referenced in Section 2.6 shall be resolved by the Independent Accounting Firm as provided therein.

Section 11.10 **Assignment; Successors**. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the Buyer (in the case of assignment or delegation by a Seller or the Blockers) or Seller Representative (in the case of assignment or delegation by the Buyer), and any such assignment without such prior written consent shall be null and void; provided, however, that the Buyer may assign this Agreement to any Affiliate without the prior consent of the Sellers; provided further, that Michael Korengold and Brainerd Holdings LLC may assign their respective rights hereunder to any entity controlled by Michael Korengold in connection with any transfer of equity interests in the Companies for *bona fide* estate planning purposes; provided further, that no assignment shall limit the assignor's obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 11.11 **Enforcement**.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security as a prerequisite to obtaining equitable relief. None of the Sellers, their Affiliates, or the Sellers' or their Affiliates' direct and indirect stockholders shall have any rights or claims (whether in contract or in tort or otherwise) against any Debt Commitment Party, solely in their respective capacities as lenders, agents or arrangers in connection with the Debt Financing.

(b) It is acknowledged and agreed that the Companies shall be entitled to seek specific performance of the obligation of the Buyer to cause the Debt Financing (or any Alternative Debt Financing) to be funded at the Closing if the Buyer fails to complete the Closing pursuant to and in accordance with Section 2.2. Notwithstanding the foregoing, the Companies expressly agree that in no event shall the Companies or any of their respective officers, directors, managers, principals, employees, agents, auditors, accountants, advisors, bankers, other representatives or Affiliates be entitled to seek the remedy of specific performance of this Agreement, the Debt Financing or any other financing against any Debt Commitment Party.

Section 11.12 **Currency**. All references to "dollars" or "$" or "US$" in this Agreement or any Ancillary Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement and any Ancillary Agreement.

Section 11.13 **Severability**. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 11.14 **Waiver of Jury Trial**. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (INCLUDING ANY ACTION, PROCEEDING OR COUNTERCLAIM INVOLVING ANY OF THE DEBT COMMITMENT PARTIES) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE DEBT FINANCING COMMITMENT, THE DEBT FINANCING, THE DEBT FINANCING AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 11.15 **Counterparts**. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Section 11.16 **Facsimile or .pdf Signature**. This Agreement may be executed by facsimile or .pdf signature and a facsimile or ..pdf signature shall constitute an original for all purposes.

Section 11.17 **Time of Essence**. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

Section 11.18 **No Presumption Against Drafting Party**. Each of the Buyer and the Sellers acknowledges that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 11.19 **Non-Recourse**.

(a) This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party.

(b) The Sellers each agree that, except to the extent a named party in this Agreement, (a) neither it nor any of its Affiliates will bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Buyer or any of its Affiliates (each, a "Buyer Related Party"), in any way relating to this Agreement or the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Debt Financing Commitment, the Debt Financing, the Debt Financing Agreements or the performance thereof, and (b) no Buyer Related Party shall have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) to the Sellers or the Target Entities or any of its and their respective Affiliates or their respective directors, officers, employees, agents, partners, managers or equity holders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to have been made in connection herewith.

(c) The Buyer agrees that, except to the extent a named party in this Agreement and except in the event of Fraud, (a) neither it nor any of its Affiliates will bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Sellers or any of their Affiliates (each, a "Seller Related Party"), in any way relating to this Agreement or the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Debt Financing Commitment, the Debt Financing, the Debt Financing Agreements or the performance thereof, and (b) no Seller Related Party shall have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) to the Buyer or any of its Affiliates or their respective directors, officers, employees, agents, partners, managers or equity holders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to have been made in connection herewith.

Section 11.20 **Authorization of Seller Representative**.

(a) Stone Point Capital LLC (or any of its Affiliates as designated by Stone Point Capital LLC) is hereby appointed, authorized and empowered to act as Seller Representative for the benefit of the Sellers, as the exclusive agent and attorney-in-fact on behalf of the Sellers, in connection with and to facilitate the consummation of the transactions contemplated hereby and in the Ancillary Agreements, which shall include the power and authority:

(i) to execute and deliver waivers and consents in connection with this Agreement, the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, and amendments hereto and thereto, as it may deem necessary or desirable, subject to any applicable reasonableness requirement set forth in this Agreement;

(ii) to give and receive notices of service of process on behalf of each Seller under this Agreement and the Ancillary Agreements;

(iii) to direct the payment of all moneys and other proceeds and property payable after the Closing to Seller Representative or the Sellers from the Buyer as described herein or in the Ancillary Agreements;

(iv) to enforce and protect the rights and interests of the Sellers and to enforce and protect the rights and interests of the Seller Representative arising out of or under or in any manner relating to this Agreement, the Ancillary Agreements, and each other agreement, document, instrument or certificate referred to herein or therein or the transactions provided for herein or therein (including in connection with any and all claims for indemnification brought under Article IX), and to take any and all actions that Seller Representative believes are necessary or appropriate under this Agreement or the Ancillary Agreements for and on behalf of the Sellers, including with respect to the exercise (if any) of the Tree Line Option, and including asserting or pursuing any claim, action, suit or proceeding (a "Claim") against the Buyer, defending or settling any Third Party Claims on behalf of the Sellers, consenting to, compromising or settling any such Claims, conducting negotiations with the Buyer and its representatives regarding such Claims, and, in connection therewith, to, among other things: (A) assert any claim or institute any claim, action, suit, proceeding or investigation; (B) investigate, defend, contest or litigate any claim, action, suit, proceeding or investigation initiated by the Buyer or any other Person, or by any federal, state or local Governmental Authority against Seller Representative and/or any of the Sellers, and receive process on behalf of any or all of the Sellers in any such claim, action, suit, proceeding or investigation and settle on such terms as the Seller Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to, any such claim, action, suit, proceeding or investigation; (C) file any proofs of debt, claims and petitions as the Seller Representative may deem advisable or necessary; and (D) file and prosecute appeals from any decision, judgment or award rendered in any such claim, action, suit, proceeding or investigation, it being understood that the Seller Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions;

(v) to refrain from enforcing any right of any Seller and/or the Seller Representative arising out of or under or in any manner relating to this Agreement, the Ancillary Agreements, or any other agreement, instrument or document in connection with the foregoing; provided, however, that no such failure to act on the part of the Seller Representative, except as otherwise provided in this Agreement, shall be deemed a waiver of any such right or interest by the Seller Representative or by any Seller unless such waiver is in writing signed by the waiving party or by the Seller Representative (on any Seller's behalf); and

(vi) to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Seller Representative may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement, the Ancillary Agreements, and all other agreements, documents or instruments referred to herein or therein or executed in connection herewith and therewith.

(b) All of the indemnities, immunities and powers granted to the Seller Representative under this Agreement and the Ancillary Agreements shall survive the Closing Date and/or any termination of this Agreement or the Ancillary Agreements in accordance with the terms hereof and thereof. The Buyer shall have the right to rely upon all actions taken or omitted to be taken by the Seller Representative pursuant to this Agreement, all of which actions or omissions shall be legally binding upon the Sellers.

(c) The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Seller, (ii) shall survive the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) shall be binding upon the successors, assigns, heirs, executors, administrators, legal representatives and beneficiaries, as applicable, of each of the Sellers.

(d) Notwithstanding anything herein to the contrary, (i) the Sellers shall severally and not jointly, in accordance with their pro rata shares, indemnify and hold harmless the Seller Representative against any Losses resulting from its role as the Seller Representative; and (ii) the liability of each Seller for any amount or obligation under this Agreement or any certificate delivered by or on behalf of any Seller hereunder or in connection with any of the transactions contemplated hereby shall be several not joint, in accordance with their pro rata shares.

(e) Each Seller shall be obligated to reimburse the Seller Representative for any out-of-pocket cost or expense incurred by the Seller Representative in connection with the exercise of its duties under this Section 11.20.

(f) In the event the Seller Representative resigns as the Seller Representative or upon the death or disability of the Seller Representative, the Sellers shall appoint by majority vote of the Sellers a substitute Seller Representative, who may be a Seller or any other Person.

(g) The Sellers acknowledge and agree that, in the event any portion of the Indemnity Escrow Fund is used to satisfy any obligation due hereunder in respect of any breach of a representation or warranty contained in Article IV or a covenant or agreement to be performed by any individual Seller hereunder (an "Individual Seller Breach"), the Seller Representative shall have the right to withhold (or cause the withholding) from any subsequent payment to such Seller or any of its Affiliates from the Indemnity Escrow Fund (or any other payment to be made hereunder to such Seller), the amount of such indemnity payment previously made in respect of such Individual Seller Breach. In the event that the full amount paid from the Indemnity Escrow Fund in respect of an Individual Seller Breach is greater than the payments that are withheld (or are anticipated to be able to be withheld), then the Seller associated with such Individual Seller Breach shall pay the balance to the Seller Representative (for the benefit of the Seller, other than the Seller associated with such Individual Seller Breach).

(h) The Seller Representative Expense Amount shall be held by the Seller Representative in a segregated client account and shall be used for the purposes of paying directly any expenses, or reimbursing the Seller Representative for any and all liabilities, incurred by the Seller Representative in the performance or discharge of its duties pursuant to this Section 11.20. The Seller Representative Expense Amount shall be held in a non-interest bearing account. The Sellers acknowledge and agree that the Seller Representative is not providing any investment supervision, recommendations or advice. The Seller Representative shall have no responsibility or liability for any loss of principal of the Seller Representative Expense Amount, other than as a result of its own willful misconduct or gross negligence. As soon as practicable following the ultimate release of the remaining amounts in the Indemnity Escrow Fund, the Seller Representative shall distribute the remaining portion of the Seller Representative Expense Amount (if any) to the Sellers in accordance with their relative pro rata shares. For Tax purposes, the Seller Representative Expense Amount shall be treated as having been received and voluntarily set aside by the Sellers at the time of Closing. The Sellers Representative is not acting as a withholding agent or in any similar capacity in connection with the Sellers Representative Expense Amount and has no Tax reporting obligations hereunder

Section 11.21 **Waiver of Conflicts**. Recognizing that Kramer Levin Naftalis & Frankel LLP has acted as legal counsel to certain Sellers and their Affiliates prior to the Closing, and that Kramer Levin Naftalis & Frankel LLP intends to act as legal counsel to certain Sellers and their Affiliates (which will no longer include the Target Entities) after the Closing, the Buyer and each of the Target Entities hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with Kramer Levin Naftalis & Frankel LLP representing such Sellers and/or their Affiliates after the Closing as such representation may relate to the Buyer, any Target Entity or the transactions contemplated herein. In addition, all communications involving attorney- client confidences between such Sellers and their Affiliates or any Target Entity and Kramer Levin Naftalis & Frankel LLP in the course of the negotiation, documentation and consummation of the transactions contemplated hereby shall be deemed to be attorney-client confidences that belong solely to such Sellers and their Affiliates (and not the Target Entities). Accordingly, the Target Entities shall not, without such Sellers' consent, have access to any such communications, or to the files of Kramer Levin Naftalis & Frankel LLP relating to its engagement, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (a) such Sellers and their Affiliates (and not the Target Entities) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Target Entities shall be a holder thereof, (b) to the extent that files of Kramer Levin Naftalis & Frankel LLP in respect of such engagement constitute property of the client, only such Sellers and their Affiliates (and not the Target Entities) shall hold such property rights and (c) Kramer Levin Naftalis & Frankel LLP shall have no duty whatsoever to reveal or disclose any such Attorney-Client Communications or files to any of the Target Entities by reason of any attorney-client relationship between Kramer Levin Naftalis & Frankel LLP and any of the Target Entities or otherwise. The Buyer further agrees, on its own behalf and on behalf of its Subsidiaries (including, after Closing, the Target Entities), that from and after Closing (a) the attorney-client privilege, all other evidentiary privileges, and the expectation of client confidence as to all Attorney-Client Communications belong to certain Sellers and will not pass to or be claimed by the Buyer, any Target Entity or any of their Subsidiaries, and (b) such Sellers will have the

exclusive right to control, assert, or waive the attorney-client privilege, any other evidentiary privilege, and the expectation of client confidence with respect to such Attorney-Client Communications. Accordingly, the Buyer will not, and will cause each of its Subsidiaries (including, after Closing, the Target Entities) not to, (x) assert any attorney-client privilege, other evidentiary privilege, or expectation of client confidence with respect to any Attorney-Client Communication, except in the event of a post-Closing dispute with a Person that is not such Sellers or such Sellers' Affiliate; or (y) take any action which could cause any Attorney-Client Communication to cease being a confidential communication or to otherwise lose protection under the attorney-client privilege or any other evidentiary privilege, including waiving such protection in any dispute with a Person that is not such Sellers or such Sellers' Affiliate. Furthermore, the Buyer agrees, on its own behalf and on behalf of each of its Subsidiaries (including, after Closing, the Target Entities), that in the event of a dispute between such Sellers or any Affiliate thereof on the one hand and any Target Entity or any of its Subsidiaries on the other arising out of or relating to any matter in which Kramer Levin Naftalis & Frankel LLP jointly represented both parties, neither the attorney-client privilege, the expectation of client confidence, nor any right to any other evidentiary privilege will protect from disclosure to certain Sellers or such Sellers' Affiliate any information or documents developed or shared during the course of Kramer Levin Naftalis & Frankel LLP's joint representation. "Attorney-Client Communication" means any communication occurring on or prior to Closing between Kramer Levin Naftalis & Frankel LLP on the one hand and any Target Entity, its Subsidiaries, any Seller, or any of their respective Affiliates on the other hand that in any way relates to the transaction contemplated hereby, including any representation, warranty, or covenant of any party under this Agreement or any related agreement. Kramer Levin Naftalis & Frankel LLP is an express third party beneficiary of this Section 11.21.

Section 11.22 **Guarantee**. Holdings hereby irrevocably, absolutely and unconditionally guarantees, as a primary obligation and not as a surety, to the Sellers the payment and performance of the obligations of the Buyer under this Agreement (in each case, subject to all limitations, qualifications, terms and conditions of the Buyer's obligations set forth herein), including, for the avoidance of doubt, any obligations of the Buyer under Section 2.3(a)(ii) and Section 9.3 of this Agreement. This guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not of collectability, irrespective of the validity, legality or enforceability of this Agreement or any other document or instrument contemplated hereby. Holdings waives promptness, diligence, presentment, demand, protest, notice of acceptance, notice of any obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Holdings, any of its Affiliates or any other entity or other Person primarily or secondarily liable with respect to any of the guaranteed obligations, and all suretyship defenses generally. If any payment in respect of any of the guaranteed obligations is rescinded after receipt by the Sellers, the guaranty hereunder shall be automatically reinstated as if no such payment had ever been made. Holdings agrees that the Sellers shall not be required to prosecute collection, enforcement or other remedies against Buyer or to enforce or resort to any rights or remedies pertaining thereto, before calling on Holdings for payment or performance. Holdings hereby waives any and all notice of the creation, renewal, extension or accrual of the obligations of Holdings set forth in this Agreement and notice of or proof of reliance by the Sellers upon this Section 11.22 or acceptance of this Section 11.22. Holdings acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 11.22 are made knowingly in contemplation of such benefits.

Section 11.23 **Limitation on Liability**. No Debt Commitment Party shall have any liability or obligation to the Sellers, the Target Entities, any of its or their Affiliates or any of its or their direct or indirect stockholders relating to or arising out of this Agreement, the Debt Commitment, the Debt Financing, the Debt Financing Agreements or any of the transactions contemplated hereunder or thereunder or in respect of any oral representation made or alleged to be have been made in connection herewith or therewith, whether in equity or at law, in contract, in tort or otherwise, and neither the Sellers nor the Target Entities shall seek to, and shall cause its and their Affiliates and its and their direct and indirect stockholders not to seek to, recover any money damages (including consequential, special, indirect or punitive damages, or damages on account of a willful and material breach) or obtain any equitable relief from or with respect to any Debt Commitment Party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Buyer, Holdings, the Companies, the Sellers and the Seller Representative have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

P10 INTERMEDIATE HOLDINGS LLC

By: /s/ William F. Souder
Name: William F. Souder
Title: Senior Manager, President and Chief Executive Officer

COMPANIES:

ENHANCED CAPITAL GROUP, LLC

By:. /s/ Michael Korengold
Name: Michael Korengold
Title: Chief Executive Officer

ENHANCED CAPITAL PARTNERS, LLC

By: /s/ Michael Korengold
Name: Michael Korengold
Title: Chief Executive Officer

SELLER:

BRAINERD HOLDINGS LLC

By: /s/ Michael Korengold
Name: Michael Korengold
Title: Sole Member

SELLER OWNER:

/s/ Michael Korengold
Michael Korengold, solely for purposes of Section 6.18

SELLERS:

CHAPARRAL LLC

By: /s/ Andrew Paul
Name: Andrew Paul
Title: Sole Member

APMK HOLDINGS, LLC

By: /s/ Andrew Paul
Name: Andrew Paul
Title: Member

SELLER OWNER:

/s/ Andrew Paul
Andrew Paul, solely for purposes of Section 6.18

SELLER:

VCPE III LLC

By: VCPE Management III, its manager

By: Cougar Investment Holdings LLC, its managing member

By: /s/ Chris Orndorff
Name: Chris Orndorff
Title: Vice President

SELLERS:

TRIDENT V, L.P.

By: Stone Point Capital LLC, its manager

By: /s/ Peter Mundheim
Name: Peter Mundheim
Title: Principal & Counsel

TRIDENT V PARALLEL FUND, L.P.

By: Stone Point Capital LLC. its manager

By: /s/ Peter Mundheim
Name: Peter Mundheim
Title: Principal & Counsel

TRIDENT V PROFESSIONALS FUND, L.P.

By: Stone Point Capital LLC, its manager

By: /s/ Peter Mundheim
Name: Peter Mundheim
Title: Principal & Counsel

SELLER:

/s/ Shane McCarthy
Shane McCarthy

SELLER:

/s/ Paul Kasper
Paul Kasper

SELLER:

/s/ Richard Montgomery
Richard Montgomery

SELLER REPRESENTATIVE:

STONE POINT CAPITAL LLC, solely in its capacity as the Seller Representative

By: /s/ Peter Mundheim
Name: Peter Mundheim
Title: Principal & Counsel

HOLDINGS:

P10 HOLDINGS, INC., solely for purposes of Section 5.1, Section 5.2, Section 5.3, and Section 11.22

By: /s/ Robert Alpert
Name: Robert Alpert
Title: Co-Chief Executive Officer

SCHEDULE A

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS, THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

SCHEDULE A

SCHEDULE B

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS, THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

Seller Owners

SCHEDULE C

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS, THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

Permanent Capital Funds

EXHIBIT C

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS, THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

EMPLOYMENT AGREEMENT

EXHIBIT F

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS, THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

EQUITYHOLDERS AGREEMENT

Exhibit A to Equityholders Agreement

A&R Stockholders Agreement

Schedule A
Investors

EXHIBIT G

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020
BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS, THE SELLER
OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

P10 INTERMEDIATE HOLDINGS LLC

Dated as of [•], 2020

THE UNITS CREATED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES ACT, AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE SECURITIES LAWS. THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY OF THESE UNITS IS RESTRICTED AS SET FORTH HEREIN.

Exhibit 10.7

Execution Version

JOINDER AND AMENDMENT NO. 1 TO

SECURITIES PURCHASE AGREEMENT

This Joinder and Amendment No. 1 to the Securities Purchase Agreement (this "Amendment") is made and entered into as of December 14, 2020, by and among (i) P10 Intermediate Holdings LLC, a Delaware limited liability company ("Buyer"), (ii) Enhanced Capital Group, LLC, a Delaware limited liability company ("ECG"), (iii) Enhanced Capital Partners, LLC, a Delaware limited liability company ("ECP"), and (iv) solely for purposes of Section 1, Korengold Family Associates, LLC, a Delaware limited liability company ("KFA"). Buyer, ECG and ECP are referred to herein as the "Amending Parties". The Amending Parties and KFA are referred to herein as the "Parties".

RECITALS

WHEREAS, the Amending Parties, together with the other parties thereto, entered into a Securities Purchase Agreement, dated as of November 19, 2020 (the "Agreement");

WHEREAS, following the date of the Agreement and prior to the date of this Amendment, in accordance with Section 11.10 of the Agreement, (i) Brainerd Holdings, LLC, a New York limited liability company and a "Seller" and a "Rollover Seller" under the Agreement, assigned all of its right, title and interest in and to 90.2 MECG Units to Michael Korengold, (ii) Michael Korengold assigned all of his right, title and interest in and to 60.2 MECG Units and 500.0 ETCF Units to KFA and (iii) Michael Korengold retained all of his right, title and interest in and to 30.0 MECG Units;

WHEREAS, KFA wishes to be joined as a party to the Agreement to the same extent as if KFA had executed the Agreement on the date thereof;

WHEREAS, it is intended that those Sellers that own the ETCF Units (the "ICU Sellers") shall not participate in the funding or release of the Adjustment Escrow Fund, Indemnity Escrow Fund or Seller Representative Expense Amount or otherwise have any rights or obligations with respect to Sections 2.5, 2.6, 9.9 or 11.20(h) of the Agreement, in each case, solely in respect of such ICU Sellers' ownership of the ETCF Units;

WHEREAS, in accordance with Section 11.2 of the Agreement, the Amending Parties wish to amend the Agreement and the Disclosure Schedules thereto as set forth herein; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Amending Parties and, solely for purposes of Section 1, KFA agree as follows:

1. **Joinder to Agreement**.

(a) Upon the execution of this Amendment, KFA shall be treated as a party to the Agreement, shall be deemed to be a "Seller" and a "Rollover Seller" under the Agreement and shall be fully bound by and subject to all of the covenants, terms, conditions and obligations of the Sellers and Rollover Sellers set forth in the Agreement to the same extent as if KFA had executed the Agreement on the date thereof. Without limiting the foregoing, KFA hereby severally makes the representations and warranties set forth in Section 4.1 and 4.3 of the Agreement to Buyer, solely on behalf of itself.

(b) Buyer hereby acknowledges and agrees that, upon the execution of this Agreement, Brainerd Holdings, LLC, a Delaware limited liability company, shall no longer be treated as a party to the Agreement, shall no longer be deemed to be a "Seller" or a "Rollover Seller" under the Agreement and shall no longer be bound by or subject to, and shall be released in all respects, without any liability whatsoever, from, any of the covenants, terms, conditions and obligations of the Sellers and Rollover Sellers set forth in the Agreement.

2. **Amendment to Section 1.1** The Amending Parties acknowledge and agree that the following definitions set forth in Section 1.1 of the Agreement shall be amended as follows:

"Cash" means, as of a specified date, the aggregate amount of all cash and cash equivalents of each Enhanced Entity (other than the Permanent Capital Funds) required to be reflected as cash and cash equivalents on a consolidated balance sheet of such Person as of such date prepared in accordance with GAAP, net of (i) any outstanding checks, wires and bank overdrafts of such Target Entity, (ii) any amounts relating to Restricted Cash, (iii) for purposes of Section 2.5 and Section 2.6 only, any Accrued and Unpaid Expenses, and (iv) for purposes of Section 2.5 and Section 2.6 only, as of December 31, 2020, any cash resulting from the sum of (x) deferred revenue on the consolidated balance sheet of the Enhanced Entities as of December 31, 2020 less (y) $1,000,000, in the case of each of clauses (i) and (ii), whether or not required to be reported as such under GAAP.

"Estimated Purchase Price" means (i) the Enterprise Value, plus (ii) the Estimated Cash, minus (iii) the Payoff Indebtedness, minus (iv) the Initial Cash Retention Amount, minus (v) the Estimated Transaction Expenses.

"Indebtedness" means, without duplication (but before taking into account the consummation of the transactions contemplated hereby) (i) the unpaid principal amount and accrued interest, premiums, penalties and other fees, expenses (if any), and other payment obligations and amounts due (including such amounts that would become due as a result of the consummation of the transactions contemplated by this Agreement) that would be required to be paid by a borrower to a lender pursuant to a customary payoff letter, in each case, in respect of (A) all indebtedness for borrowed money of the Target Entities, (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments of the Target Entities, and (C) breakage costs payable upon termination on the Closing Date of all obligations with respect to interest-rate hedging, swaps or similar financial arrangements (valued at the termination value thereof and net of all payments owed to the Target Entities); (ii) all obligations under capitalized leases with respect to which any Target Entity is liable, determined on a consolidated basis in accordance with GAAP; (iii) any unpaid amounts for the deferred purchase price of goods and services, including

any earn out liabilities associated with past acquisitions but excluding any trade payables and accrued expenses arising in the ordinary course of business; (iv) [reserved]; (v) unpaid management fees owed to any of the Sellers or their Affiliates; (vi) all deposits and monies received in advance; (vii) all indebtedness of the Target Entities created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Target Entities; (viii) any Unpaid Taxes; and (ix) all obligations of the type referred to in clauses (i) through (viii) of other Persons for the payment of which any Target Entity is responsible or liable, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations. Notwithstanding the foregoing, "Indebtedness" does not include (i) any intercompany obligations between or among the Enhanced Entities (including, for the avoidance of doubt, the Promissory Note), (ii) any Transaction Expenses, (iii) any obligations under any real property leases, (iv) any amounts available under debt instruments to the extent undrawn or uncalled (including undrawn letters of credit), (v) obligations under operating leases, (vi) obligations under any interest rate swap, currency swap, forward currency or interest rate contracts or other interest rate or currency hedging arrangements (other than breakage costs payable upon termination thereof on the Closing Date), (vii) any amounts or obligations to the extent incurred by, or at the direction of the Buyer Group or any of their Affiliates, including, for the purpose of obtaining any financing in connection with the transactions contemplated by this Agreement and (vii) deferred revenue and unearned management fees.

"Initial Cash Retention Amount" means $2,500,000.

3. **Amendment to Section 2.3(a)(i).** The Amending Parties acknowledge and agree that Section 2.3(a)(i) of the Agreement shall be amended as follows:

(i) [Reserved];

4. **Amendment to Section 2.3(a)(vii).** The Amending Parties acknowledge and agree that Section 2.3(a)(vii) of the Agreement shall be amended as follows:

(vii) [Reserved]; and

5. **Re-Numbering of Existing Section 2.3(g); Insertion of New Section 2.3(g).** The Amending Parties acknowledge and agree that (a) Section 2.3(g) of the Agreement shall be renumbered so that it constitutes Section 2.3(h) of the Agreement and (b) a new Section 2.3(g) of the Agreement shall be inserted as follows:

(g) At the Closing, the Companies shall deliver, or cause to be delivered, the following:

(i) to the Escrow Agent, amounts equal to the Adjustment Escrow Amount and the Indemnity Escrow Amount, in accordance with the terms and conditions hereof and in the Escrow Agreement; and

(ii) to the Seller Representative, an amount equal to the Seller Representative Expense Amount, in accordance with wire instructions provided by the Seller Representative.

6. **Amendment to Section 2.4(a).** The Amending Parties acknowledge and agree that the first sentence of Section 2.4(a) of the Agreement shall be amended as follows:

At least three Business Days prior to the anticipated Closing Date, the Companies shall prepare and deliver to the Buyer a written statement (the "Preliminary Closing Statement") that shall include and set forth (i) a good faith estimate of (A) a consolidated balance sheet of each of (x) the Enhanced Entities, (y) Trident ECP and (z) Trident ECG, in each case, as of immediately prior to the Closing (each a "Preliminary Closing Balance Sheet"), (B) (x) Payoff Indebtedness (the "Estimated Payoff Indebtedness"), (y) Cash (the "Estimated Cash") (provided, that in no event shall Estimated Cash exceed $2,500,000) and (z) Transaction Expenses (the "Estimated Transaction Expenses") ((i) with each of Estimated Cash, Estimated Payoff Indebtedness and Estimated Transaction Expenses determined as of immediately prior to the Closing except that Estimated Cash shall be reduced to give effect to the Companies' funding of the Adjustment Escrow Amount, the Indemnity Escrow Amount and the Seller Representative Expense Amount pursuant to Section 2.3(g) and (ii) except for Estimated Transaction Expenses and Unpaid Taxes (included in Payoff Indebtedness), without giving effect to the transactions contemplated by this Agreement or the Ancillary Agreements)) and (C) on the basis of the foregoing, a calculation of the Estimated Purchase Price, (ii) an updated Schedule 3.28 setting forth all Indebtedness of any Enhanced Entity as of immediately prior to the Closing, including Indebtedness under the heading "Retained Indebtedness," and (iii) a schedule (the "Allocation Schedule") setting forth the portion(s) of the Estimated Purchase Price minus the Rollover Units Value to be received at Closing in cash (such Seller's "Closing Payment") and such Seller's name, address and wire instructions.

7. **Amendment to Section 2.5(a).** The Amending Parties acknowledge and agree that the final sentence of Section 2.5(a) of the Agreement shall be amended as follows:

Within five (5) Business Days of delivery of the Interim Closing Statement, the Buyer shall deliver to the Seller Representative (for further distribution to the Sellers in accordance with the percentages set forth on Schedule 6.24) an amount (such amount, the "Interim Payment Amount") in cash equal to (1) the Interim Estimated Cash, less (2) the product of (x) the Estimated EBITDA and (y) the Pro Rata EBITDA Fraction, plus (3) $500,000, less (4) the Final Cash Retention Amount.

8. **Amendment to Section 2.6(c).** The Amending Parties acknowledge and agree that the fourth sentence of Section 2.6(c) of the Agreement shall be amended as follows:

Any item not specifically submitted to the Independent Accounting Firm for resolution shall be deemed final and binding on the parties for all purposes hereunder (as set forth in the Final Closing Statement, the Notice of Disagreement or as otherwise resolved in writing by Seller Representative and the Buyer) and Seller Representative and the Buyer shall promptly deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release from the Adjustment Escrow Fund and to deliver to the Sellers (in accordance with the percentages set forth on Schedule 6.24) an amount equal to the excess, if any, of the Adjustment Escrow Fund over the greatest aggregate value of such disputed items submitted to the Independent Accounting Firm as claimed by Buyer and the Seller Representative.

9. **Amendment to Section 2.6(f)(ii).** The Amending Parties acknowledge and agree that the final sentence of Section 2.6(f)(ii) of the Agreement shall be amended as follows:

In such event, (A) the Buyer shall pay the Net Adjustment Amount to the account(s) designated by the Seller Representative (for further distribution to the Sellers in accordance with the percentages set forth on Schedule 6.24), and (B) the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to transfer all funds in the Adjustment Escrow Fund to the Seller Representative (for further distribution to the Sellers in accordance with the percentages set forth on Schedule 6.24) and the Escrow Agent shall do so.

10. **Amendment to Section 2.6(f)(iii).** The Amending Parties acknowledge and agree that the final sentence of Section 2.6(f)(iii) of the Agreement shall be amended as follows:

In such event, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to pay the Net Adjustment Amount out of the Adjustment Escrow Fund to the Buyer, and the remainder, if any, of the Adjustment Escrow Amount to the Seller Representative (for further distribution to the Sellers in accordance with the percentages set forth on Schedule 6.24), in accordance with the terms of the Escrow Agreement and the Escrow Agreement, and the Escrow Agent shall do so.

11. **Amendment to Section 8.3(e).** The Amending Parties acknowledge and agree that Section 8.3(e) of the Agreement shall be amended as follows:

(e) Initial Cash Retention Amount. The Companies shall have a Cash balance at Closing of at least $2,500,000.

12. **Amendment to Section 9.9(a).** The Amending Parties acknowledge and agree that the final sentence of Section 9.9(a) of the Agreement shall be amended as follows:

Any amounts owing under Section 9.3 shall be paid by the Buyer to the Seller Representative (for further distribution to the Sellers in accordance with the percentages set forth on Schedule 6.24), as directed by the Seller Representative, by wire transfer of immediately available funds within three (3) Business Days after the final determination thereof.

13. **Amendment to Section 9.9(b).** The Amending Parties acknowledge and agree that Section 9.9(b) of the Agreement shall be amended as follows:

(b) On the Escrow Expiration Date, the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to, or as directed by, the Seller Representative, for the benefit of the Sellers (in accordance with the percentages set forth on Schedule 6.24) such amount, if any, then-remaining in the Indemnity Escrow Fund less an amount equal to the aggregate dollar amount of claims for Losses made by the Buyer Indemnified Parties in good faith through the Escrow Expiration Date pursuant to this Article IX that are then outstanding and unresolved (such amount of the retained Indemnity Escrow Amount, as it may be further reduced after the Escrow Expiration Date by distributions to, or for the benefit of, the Sellers as set forth below and recoveries by a Buyer Indemnified Party pursuant to this Article IX, the "Retained Indemnity Escrow Amount").

14. **Amendment to Section 9.9(c).** The Amending Parties acknowledge and agree that the first sentence of Section 9.9(c) of the Agreement shall be amended as follows:

If and to the extent that after the Escrow Expiration Date, any claim for Losses is resolved for any amount less than the portion of the Indemnity Escrow Fund preserved in respect of such claim on the Escrow Expiration Date, then the Buyer and the Seller Representative shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to distribute to, or as directed by, the Seller Representative, for the benefit of the Sellers (in accordance with the percentages set forth on Schedule 6.24), an aggregate amount of the Retained Indemnity Escrow Amount equal to such difference; provided that such distribution shall only be made to the extent that the Retained Indemnity Escrow Amount remaining after such distribution would be sufficient to cover the aggregate amount of all unresolved claims for Losses timely made by the Buyer Indemnified Parties in good faith in accordance with Section 9.4.

15. **Amendment to Section 11.20(h).** The Amending Parties acknowledge and agree that the fifth sentence of Section 11.20(h) of the Agreement shall be amended as follows:

As soon as practicable following the ultimate release of the remaining amounts in the Indemnity Escrow Fund, the Seller Representative shall distribute the remaining portion of the Seller Representative Expense Amount (if any) to the Sellers in accordance with the percentages set forth on Schedule 6.24.

16. **Amendment to Schedule A.** The Amending Parties acknowledge and agree that Schedule A to the Agreement shall be amended in the form of Schedule A hereto.

17. **Amendment to Schedule B.** The Amending Parties acknowledge and agree that Schedule B to the Agreement shall be amended in the form of Schedule B hereto.

18. **Amendment to Schedule C.** The Amending Parties acknowledge and agree that Schedule C to the Agreement shall be amended in the form of Schedule C hereto.

19. **Amendment to Schedule 2.3(a)(vi) of the Disclosure Schedules.** The Amending Parties acknowledge and agree that Schedule 2.3(a)(vi) of the Disclosure Schedules shall be amended in the form of Schedule 2.3(a)(vi) hereto.

20. **Amendment to Schedule 3.1(a) of the Disclosure Schedules.** The Amending Parties acknowledge and agree that Schedule 3.1(a) of the Disclosure Schedules shall be amended in the form of Schedule 3.1(a) hereto.

21. **Amendment to Schedule 3.3 of the Disclosure Schedules.** The Amending Parties acknowledge and agree that Schedule 3.3 of the Disclosure Schedules shall be amended in the form of Schedule 3.3 hereto.

22. **Amendment to Schedule 3.17(a)(ii) of the Disclosure Schedules.** The Amending Parties acknowledge and agree that Schedule 3.17(a)(ii) of the Disclosure Schedules shall be amended in the form of Schedule 3.17(a)(ii) hereto.

23. **Amendment to Schedule 6.24 of the Disclosure Schedules.** The Amending Parties acknowledge and agree that Schedule 6.24 of the Disclosure Schedules shall be amended in the form of Schedule 6.24 hereto.

24. **Miscellaneous.**

(a) Except as expressly amended hereby, the Agreement and the Disclosure Schedules are unchanged and remain in full force and effect as presently written, and the rights, duties, liabilities and obligations of the parties thereto, as presently constituted are unchanged and will continue in full effect.

(b) The provisions of Article XI of the Agreement are incorporated into this Amendment *mutatis mutandis* as if appearing herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

P10 INTERMEDIATE HOLDINGS LLC

By: /s/ William F. Souder
Name: William F. Souder
Title: Senior Manager, President and Chief Executive Officer

[*Signature Page to joinder and Amendment No. 1 to Securities Purchase Agreement*]

COMPANIES:

ENHANCED CAPITAL GROUP, LLC

By: /s/ Michael Korengold
Name: Michael Korengold
Title: Chief Executive Officer

ENHANCED CAPITAL PARTNERS, LLC

By: /s/ Michael Korengold
Name: Michael Korengold
Title: Chief Executive Officer

[Signature Page to Amendment to Securities Purchase Agreement]

KORENGOLD FAMILY ASSOCIATES, LLC

By: /s/ Michael Korengold
Name: Michael Korengold
Title: Manager

[Signature Page to Amendment to Securities Purchase Agreement]

Acknowledged and agreed as of the day and year first above written:

ICU SELLERS

/s/ Shane McCarthy
Shane McCarthy

/s/ Richard Montgomery
Richard Montgomery

KORENGOLD FAMILY ASSOCIATES, LLC

By: /s/ Michael Korengold
Name: Michael Korengold
Title: Manager

[Acknowledgment Page to Joinder and Amendment No. 1 to Securities Purchase Agreement]

SCHEDULE A

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 (AS
AMENDED) BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS,
THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

Certain Target Entities, Sellers and Purchased Interests

SCHEDULE B

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 (AS
AMENDED) BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS,
THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

Seller Owners

SCHEDULE C

ATTACHED TO AND MADE A PART OF THAT CERTAIN
SECURITIES PURCHASE AGREEMENT, DATED AS OF NOVEMBER 19, 2020 (AS
AMENDED) BY AND AMONG THE BUYER, THE COMPANIES, THE SELLERS,
THE SELLER OWNERS, THE SELLER REPRESENTATIVE AND HOLDINGS

Permanent Capital Funds

Exhibit 10.8

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement"), is made and entered into as of January 1, 2021, by and between P10 Holdings, Inc. (the "Company"), and Robert Alpert (the "Executive").

RECITALS:

WHEREAS, the Executive and the Company desire to memorialize their employment by entering into an employment agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Executive as follows:

1. Title and Job Duties

(a) The Company hereby agrees to employ the Executive in the position of co-Chief Executive Officer and the Executive, in such capacity, agrees to the terms and conditions hereinafter set forth. In this capacity, Executive shall have the duties, authorities and responsibilities that are designated from time to time by the Company's Board of Directors (the "Board") and commensurate with his title. In performing his duties under this Agreement, Executive shall report to the Board.

(b) Executive accepts such employment and agrees, during the term of his employment, to devote the majority of his full business and professional time and energy to the Company. Executive agrees to carry out and abide by all lawful directions of the Board and to comply with all standards of performance, policies, and other rules and regulations heretofore established by Company and or hereafter established by Company. In addition, Executive agrees to serve in such other capacities or offices to which he may be assigned, appointed or elected from time to time by the Board.

(c) Without limiting the generality of the foregoing, Executive shall not, without the written approval of the Board, render services of a business or commercial nature on his own behalf or on behalf of any other person, firm, or corporation, whether for compensation or otherwise, during his employment hereunder; provided that the foregoing shall not prevent Executive from (i) serving on the boards of directors of, or holding any other offices or positions in non-profit organizations and, with the prior written approval of the Board, other for-profit companies, (ii) participating in charitable, civic, educational, professional, community or industry affairs, and (iii) managing Executive's personal investments, so long as such activities in the aggregate do not materially interfere or conflict with Executive's duties hereunder or create a potential business or fiduciary conflict. Notwithstanding the foregoing, Executive shall be able to engage in the following activities listed in Exhibit A.

2. Compensation. Subject to the terms and conditions of this Employment Agreement, during the Employment Period, the Executive shall be compensated by the Company for his services as follows:

(a) Base Salary. Executive shall receive a salary of $600,000 per annum (the "Base Salary"), payable in substantially equal monthly or more frequent installments and subject to normal tax withholdings.

(b) Bonus. Executive shall be eligible to receive an annual bonus based on the Company's performance and the Executive having achieved performance benchmarks that shall be set jointly by the Board and the Executive each year in the context of the Executive's review (the "Annual Bonus"). The Annual Bonus can be paid in the form of either cash or restricted stock at the discretion of the Board. Subject to the Board's discretion and approval, the target amount for Executive Annual Bonus is 100% of his Base Salary.

(c) Equity. Executive shall receive such additional equity compensation in such amount and on such terms as shall be determined by the Compensation Committee of the Board from time to time.

(d) Benefits. Executive shall be a participant in eligible group medical, dental and 401(k) plans maintained by the Company and the Company shall pay 90% of employee and dependent premiums on medical and dental insurance.

(e) Vacation; Perquisites. The Executive shall be entitled to vacation in accordance with the Company's standard vacation policy extended to employees of the Company generally, at levels commensurate with Executive's position. The Executive shall be entitled to any other benefits and perquisites on substantially the same terms and conditions as may be awarded to the employees of the Company from time to time.

(f) Travel and Entertainment. The Executive shall be reimbursed by the Company for all reasonable business, promotional, travel and entertainment expenses incurred or paid by the Executive during the Employment Period in the performance of his services under this Employment Agreement in accordance with the Company's reimbursement policy and to the extent that such expenses do not exceed the amounts allocable for such expenses in budgets that are approved from time to time by the Company. In order that the Company reimburse the Executive for such allowable expenses, the Executive shall furnish to the Company, in a timely fashion, the appropriate documentation required by the Internal Revenue Code in connection with such expenses and shall furnish such other documentation and accounting as the Company may from time to time reasonably request.

3. Employment Period. The terms set forth in this Employment Agreement will commence on January 1, 2021 and remain in effect for one (1) year (the "Initial Term") unless earlier terminated as otherwise provided in Section 4 below. The Initial Term shall automatically renew for additional one (1) year periods (each a "Renewal Year"), unless the Company or Executive has delivered written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Year, or the Agreement is earlier terminated as otherwise provided in Section 4 below. For purposes of this Agreement, the "Term" shall refer to the Initial Term and any Renewal Year. Notwithstanding this, the Executive's employment with the Company shall be "at will," meaning that either Executive or the Company shall be entitled to terminate Executive's employment at any time and for any reason, with or without Cause, subject to the obligations in Section 5.

4. Termination.

(a) Termination at the Company's Election.

(i) For Cause. At the election of the Company, Executive's employment may be terminated for Cause (as defined below) immediately upon written notice to Executive. For purposes of this Employment Agreement, "Cause" for termination shall mean that Executive: (A) pleads "guilty" or "no contest" to or is indicted for or convicted of a felony under federal or state law or a crime under federal or state law which involves Executive's fraud or dishonesty; (B) in carrying out his duties, engages in conduct that constitutes gross negligence or willful misconduct; (C) engages in misconduct that causes material harm to the reputation of the Company or knowingly or recklessly engages in conduct which is demonstrably and materially injurious to the Company or any of its affiliates, monetarily or otherwise; or (D) materially breaches any term of this Employment Agreement or written policy of the Company, provided that for subsections (C) through (D), if the breach reasonably may be cured, Executive has been given at least thirty (30) days after Executive's receipt of written notice of such breach from the Company to cure such breach. Whether or not such breach has been cured will be determined in the judgment of the Board.

(ii) Upon Disability, Death or Without Cause. At the election of the Company, Executive's employment may be terminated without Cause: (A) should Executive, by reason of any medically determinable physical or mental impairment, become unable to perform, with or without reasonable accommodation, the essential functions of his job for the Company hereunder and such incapacity has continued for a total of ninety (90) consecutive days or for any one hundred eighty (180) days in a period of three hundred sixty-five (365) consecutive days (a "Disability"); (B) upon Executive's death ("Death"); or (C) upon thirty (30) days' written notice to Executive for any other reason or for no reason at all ("Without Cause").

(b) Termination by Executive.

(i) Voluntary Resignation or Retirement. Notwithstanding anything contained elsewhere in this Agreement to the contrary, Executive may terminate his employment hereunder at any time and for any reason whatsoever or for no reason at all in Executive's sole discretion by giving twenty-one days' written notice pursuant to Section 10 of this Agreement ("Voluntary Resignation"), but the Company may waive any continued employment or right to compensation or benefits, except as provided in Section 6(b) of this Agreement, during this notice period.

(ii) For Good Reason. At the election of the Executive, Executive's employment may be terminated for Good Reason (as defined below) upon written notice to the Company. For purposes of this Agreement, "Good Reason" shall mean the occurrence of one of the following events, without Executive's express written consent, within one year following a Change in Control (as defined below) of the Company: (A) the material breach by the Company of any of the covenants, representations, terms or provisions hereof, including failure to pay Executive's Base Salary or any bonus payment to which Executive is entitled within ten days of the date any such payment is due, (B) a material diminution in Executive's title, authority, responsibilities, or duties, including reporting requirements, (C) a change in the reporting structure

so that (i) the Executive does not report solely and directly to the Board, or (ii) any employee of the Company does not report, directly or indirectly, to Executive, or (D) a relocation of the Executive's principal place of employment to a location more than twenty-five (25) miles from the Company's current principal place of business. Notwithstanding the foregoing, in order for Executive to terminate for Good Reason, Executive must deliver written notice of the Good Reason occurrence within thirty days of the occurrence and the Company must fail to correct such occurrence in all material respects within thirty days following written notification by Executive.

5. Payments Upon Termination of Employment.

(a) Termination for Cause, Death, Disability, or Voluntary Resignation. If Executive's employment is terminated by the Company for Cause, Death or Disability or is terminated by Executive as a Voluntary Resignation, then the Company shall pay or provide to Executive the following amounts only: (i) his Base Salary accrued up to and including the date of termination or resignation, paid within thirty (30) days or at such earlier time required by applicable law; (ii) accrued, unused vacation time, paid in accordance with the Company's written policies and applicable law; (iii) unreimbursed expenses, paid in accordance with this Employment Agreement and the Company's written policies; and (iv) accrued benefits under any Company benefit plan, paid pursuant to the terms of such benefit plan (collectively, the "Accrued Obligations").

(b) Termination Without Cause or Non-Renewal by the Company or by Executive for Good Reason. If the Company terminates Executive's employment Without Cause, Executive's employment ends after the Company provides a notice of non-renewal, or Executive terminates his employment for Good Reason, in addition to the Accrued Obligations, the Company shall provide Executive the following: (i) a severance payment, payable in a lump sum, equal to 12 months of Executive's Base Salary, (ii) reimbursement for the Executive's cost of COBRA premiums for health insurance continuation coverage (to the extent such premiums exceed the contributory cost for the same coverage that the Company charges active employees) for twelve months or until his right to COBRA continuation expires, whichever is shorter; provided that Executive timely elects and is eligible for COBRA coverage, (iii) the target amount of the Annual Bonus, and (iv) immediate vesting of any equity granted to Executive. Such payment and other consideration are subject to Executive's execution and delivery of a general release (that is no longer subject to revocation under applicable law) of the Company, its parents, subsidiaries and affiliates and each of their respective officers, directors, employees, agents, successors and assigns in a form satisfactory to the Company. All payments under this Section above shall begin to be made within sixty (60) days following termination of employment; provided, however, that to the extent required by Code Section 409A (as defined below), if the sixty (60) day period begins in one calendar year and ends in the second calendar year, all payments will be made in the second calendar year. The payments under this Section 5(b) shall immediately cease should Executive violate any of the obligations set forth in Sections 6 and 7 below. Notwithstanding the foregoing, if the Company terminates the Executive's employment without Cause, Executive's employment ends after the Company provides a notice of non-renewal, or Executive terminates his employment for Good Reason, either (x) during a period of time when the Company is party to a fully executed letter of intent or a definitive corporate transaction agreement, the consummation of which would result in a Change of Control (defined below) or (y) within eighteen months following a Change of Control, then the severance payment under (i) shall equal the equivalent of eighteen months of Base Salary and the reimbursement under (ii) shall continue for eighteen months ("Change of Control Payment").

(c) Change in Control. For purposes of this Employment Agreement, "Change in Control" shall be deemed to have occurred if:

(i) any person, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the shareowners of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities;

(ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's shareowners was approved by a vote of a majority of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof;

(iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iv) the shareowners of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company's assets.

For the avoidance of doubt, a corporate restructuring (i) whereby a new parent company is created and immediately following such transaction the Company is a direct or indirect wholly-owned subsidiary of such new parent company, whether through reorganization, merger, exchange or other corporate means, or (ii) in connection with or in preparation for an initial public offering, in each case, shall not be deemed to be a Change of Control.

6. Restrictive Covenants. The Executive acknowledges and agrees that (i) the Executive has a major responsibility for the operation, development and growth of the Company's business; (ii) the Executive's work for the Company will bring him into close contact with Confidential Information (defined below) of the Company and its clients; and (iii) the agreements and covenants contained in this Section 6 are essential to protect the legitimate business interests of the Company and that the Company will not enter into this Employment Agreement but for such agreements and covenants. Accordingly, the Executive covenants and agrees to the following:

(a) Confidential Information.

(i) Executive understands that during his employment, he may have access to unpublished and otherwise confidential information both of a technical and non-technical nature, relating to the business of the Company or any of its parents, subsidiaries, divisions, affiliates (collectively, "Affiliated Entities"), or clients, including without limitation any of their actual or anticipated business, research or development, any of their technology or the implementation or exploitation thereof, including without limitation information Executive and others have collected, obtained or created, information pertaining to clients, accounts, vendors, prices, costs, materials, processes, codes, material results, technology, system designs, system specifications, materials of construction, trade secrets or equipment designs, including information disclosed to the Company or any of its Affiliated Entities by others under agreements to hold such information confidential (collectively, the "Confidential Information"). Executive agrees to observe all policies and procedures of the Company and its Affiliated Entities concerning such Confidential Information. Executive further agrees not to disclose or use, either during his employment or at any time thereafter, any Confidential Information for any purpose, including without limitation any competitive purpose, unless authorized to do so by the Company in writing, except that he may disclose and use such information in the good faith performance of his duties for the Company. Executive's obligations under this Employment Agreement will continue with respect to Confidential Information, whether or not his employment is terminated, until such information becomes generally available from public sources through no fault of Executive or any representative of Executive. Notwithstanding the foregoing, however, Executive shall be permitted to disclose Confidential Information as may be required by a subpoena or other governmental order, provided that he first notifies the Company of such subpoena, order or other requirement and such that the Company has the opportunity to obtain a protective order or other appropriate remedy.

(ii) During Executive's employment, upon the Company's request, or upon the termination of his employment for any reason, Executive will promptly deliver to the Company all documents, records, files, notebooks, manuals, letters, notes, reports, customer and supplier lists, cost and profit data, e-mail, apparatus, laptops, computers, smartphones, tablets or other PDAs, hardware, software, drawings, blueprints, and any other material of the Company or any of its Affiliated Entities or clients, including all materials pertaining to Confidential Information developed by Executive or others, and all copies of such materials, whether of a technical, business or fiscal nature, whether on the hard drive of a laptop or desktop computer, in hard copy, disk or any other format, which are in his possession, custody or control.

(b) Non-Solicitation.

(i) During Executive's employment with the Company or its Affiliated Entities and for twelve (12) months following the termination thereof for any reason (the "Restricted Period"), the Executive shall not solicit for business or accept the business of, any person or entity who is, or was at any time within the previous twelve (12) months, a Customer (as defined below) of the Company or any of its Affiliated Entities. This excludes any Customers who were Customers of the Executive or Executive's non-P10 Investment Funds prior to joining Company.

(ii) Throughout the Restricted Period, the Executive shall not, directly or indirectly, employ, solicit, for employment, or otherwise contract for or hire, the services of any individual who is then an employee of or consultant to the Company or any of its Affiliated Entities or who was an employee of the Company or any of its Affiliated Entities during the twelve (12) month period preceding the termination of his employment.

(iii) Throughout the Restricted Period, the Executive shall not take any action that could reasonably be expected to have the effect of encouraging or inducing any employee, consultant, representative, officer, or director of the Company or any of its Affiliated Entities to cease their relationship with the Company or any of its Affiliated Entities for any reason.

(iv) For purposes of this Employment Agreement, the term "Territory" shall mean throughout the area comprising the Company's or any of its Affiliated Entities, as applicable, market for its services and products within which area Executive was materially concerned during the twelve (12) month period prior to the termination of Executive's employment.

(v) For purposes of this Employment Agreement, the term "Customer(s)" shall mean any individual, corporation, partnership, business or other entity, whether for-profit or not-for-profit, public, privately held, or owned by the United States government that is a business entity or individual with whom the Company or any of its Affiliated Entities has done business or with whom Executive has actively negotiated with during the twelve (12) month period preceding the termination of Executive's employment.

(vi) Executive and the Company agrees that in the event a court determines the length of time, territory or activities prohibited under this Employment Agreement are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.

7. Representations, Warranties and Covenants of the Executive.

(a) No Restrictive Covenants. Executive represents and warrants to the Company that he is not subject to any agreement restricting his ability to enter into this Employment Agreement and fully carry out his duties and responsibilities hereunder. Executive hereby indemnifies and holds the Company harmless against any losses, claims, expenses (including reasonable attorneys' fees), damages or liabilities incurred by the Company as a result of a breach of the foregoing representation and warranty.

(b) Adherence to Code of Ethics and Insider Trading Policy. The Executive represents and warrants that he has received a copy of the Company's Code of Ethics and its Insider Trading Policy. The Executive covenants and agrees to adhere to both the Code of Ethics and the Insider Trading Policy as may be amended from time to time. The Executive acknowledges that a material violation of either the Code of Ethics or the Insider Trading Policy would constitute a material breach of this Employment Agreement.

(c) Assignment of Intellectual Property.

(i) Executive will promptly disclose to the Company any idea, invention, discovery or improvement, whether patentable or not ("Creations"), conceived or made by him alone or with others at any time during his employment with the Company. Executive agrees that the Company owns any such Creations, and Executive hereby assigns and agrees to assign to the Company all moral and other rights he has or may acquire therein and agrees to execute any and all applications, assignments and other instruments relating thereto which the Company deems necessary or desirable. These obligations shall continue beyond the termination of his employment with respect to Creations and derivatives of such Creations conceived or made during his employment with the Company. The Company and Executive understand that the obligation to assign Creations to the Company shall not apply to any Creation which is developed entirely on his own time without using any of the Company's equipment, supplies, facilities, and/or Confidential Information ("Executive Creations") unless such Creation (i) relates in any way to the business or to the current or anticipated research or development of the Company or any of its Affiliated Entities, or (ii) results in any way from his work at the Company.

(ii) In any jurisdiction in which moral rights cannot be assigned, Executive hereby waives any such moral rights and any similar or analogous rights under the applicable laws of any country of the world that Executive may have in connection with the Creations, and to the extent such waiver is unenforceable, hereby covenants and agrees not to bring any claim, suit or other legal proceeding against the Company or any of its Affiliated Entities claiming that Executive's moral rights to the Creations have been violated.

(iii) Executive agrees to reasonably cooperate with the Company, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents, trademarks and other intellectual property rights (both in the United States and foreign countries) relating to such Creations. Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, which the Company, acting reasonably, may deem necessary or desirable in order to protect its rights and interests in any Creations. Executive further agrees that if the Company is unable, after reasonable effort, to secure Executive's signature on any such papers, any officer of the Company shall be entitled to execute such papers as his agent and attorney-in-fact and Executive hereby irrevocably designates and appoints each officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Creations, under the conditions described in this paragraph, all to the exclusion of Executive's Creations.

8. Remedies. The Executive acknowledges that the Company would be irreparably injured by a violation of the covenants contained in Sections 6 or 7, and agrees that the Company shall be entitled to an injunction restraining the Executive from any actual or threatened breach of the covenants contained in Sections 6 or 7, or to any other appropriate equitable remedy without bond or other security being required. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages that the parties may seek in arbitration.

9. Waiver of Breach. The waiver by either the Company or the Executive of a breach of any provision of this Employment Agreement shall not operate as or be deemed a waiver of any subsequent breach by either the Company or the Executive. Any waiver must be in writing

10. Notice. Any notice to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given when received or, when deposited in the U.S. mail, certified or registered mail, postage prepaid:

(a) to the Executive addressed as follows:

Robert Alpert
4514 Cole Avenue, Suite 1600
Dallas, TX 75205

(b) to the Company addressed as follows:

P10 Holdings, Inc.
4514 Cole Avenue, Suite 1600
Dallas, TX 75205

with copies to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Adam W. Finerman

11. Amendment. This Employment Agreement may not be amended orally in any manner or in writing without the written consent of the Company and the Executive. No provision of this Employment Agreement may be waived, delayed, modified, terminated or otherwise impaired without the prior written consent of the Company and the Executive.

12. Entire Agreement. This Employment Agreement embodies the entire agreement and understanding of the parties hereto in respect of the Executive's employment with the Company contemplated by this Employment Agreement and supersedes all prior agreements, arrangements and understandings, oral or written, express or implied, between the parties with respect to such employment. Sections 6 and 7 of this Employment Agreement shall survive the termination of this Employment Agreement.

13. Applicable Law. The provisions of this Employment Agreement shall be construed in accordance with the internal laws of the Texas.

14. Assignment; Successors and Assigns, etc. This Employment Agreement is a personal contract and Executive may not sell, transfer, assign, pledge or hypothecate his rights, interests and obligations hereunder. Except as otherwise herein expressly provided, this Employment Agreement shall be binding upon and shall inure to the benefit of Executive and his personal representatives and shall inure to the benefit of and be binding upon the Company and its successors and assigns, except that the Company may not assign this Employment Agreement without Executive's prior written consent, except to an acquirer of all or substantially all of the assets of the Company.

15. Enforceability. If any portion or provision of this Employment Agreement (including, without limitation, any portion or provision of any section of this Employment Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Employment Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Employment Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Counterparts. This Employment Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or .pdf signatures shall have the same force and effect as original signatures.

17. Arbitration. All disputes and disagreements arising from, relating to, or otherwise connected with this Employment Agreement, the breach of this Employment Agreement, the enforcement, interpretation or validity of this Employment Agreement, or the employment relationship (including any wage claim, claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination or retaliation, sexual harassment, civil rights, age, or disability) that the Company may have against you or that you may have against the Company, including the determination of the scope or applicability of this Employment Agreement to arbitrate, shall be settled by arbitration administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures applicable at the time the arbitration is commenced. A copy of the current version of the JAMS Rules will be made available to you upon request. The Rules may be amended from time to time and are also available online https://www.jamsadr.com/rules-employment-arbitration/. Arbitration shall take place in Dallas, Texas and shall be conducted before a single arbitrator selected by and in accordance with the rules and procedures of the JAMS. The decision of the arbitrator shall be final and binding on the parties. Judgment on any award may be entered in any court having competent jurisdiction, and application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The expenses of the arbitration (including any arbitrator fees) shall be borne equally by the Executive and the Company. Each of the parties shall bear the fees and expenses of its own legal counsel.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Executive and the Company have executed this Employment Agreement as of the date first above written.

/s/ Robert Alpert
Robert Alpert

By.: /s/ C. Clark Webb
P10 Holdings, Inc.

EXHIBIT A- PERMITTED ACTIVITIES

Exhibit 10.9

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement"), is made and entered into as of January 1, 2021, by and between P10 Holdings, Inc. (the "Company"), and C. Clark Webb (the "Executive").

RECITALS:

WHEREAS, the Executive and the Company desire to memorialize their employment by entering into an employment agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Executive as follows:

1. Title and Job Duties

(a) The Company hereby agrees to employ the Executive in the position of co-Chief Executive Officer and the Executive, in such capacity, agrees to the terms and conditions hereinafter set forth. In this capacity, Executive shall have the duties, authorities and responsibilities that are designated from time to time by the Company's Board of Directors (the "Board") and commensurate with his title. In performing his duties under this Agreement, Executive shall report to the Board.

(b) Executive accepts such employment and agrees, during the term of his employment, to devote the majority of his full business and professional time and energy to the Company. Executive agrees to carry out and abide by all lawful directions of the Board and to comply with all standards of performance, policies, and other rules and regulations heretofore established by Company and or hereafter established by Company. In addition, Executive agrees to serve in such other capacities or offices to which he may be assigned, appointed or elected from time to time by the Board.

(c) Without limiting the generality of the foregoing, Executive shall not, without the written approval of the Board, render services of a business or commercial nature on his own behalf or on behalf of any other person, firm, or corporation, whether for compensation or otherwise, during his employment hereunder; provided that the foregoing shall not prevent Executive from (i) serving on the boards of directors of, or holding any other offices or positions in non-profit organizations and, with the prior written approval of the Board, other for-profit companies, (ii) participating in charitable, civic, educational, professional, community or industry affairs, and (iii) managing Executive's personal investments, so long as such activities in the aggregate do not materially interfere or conflict with Executive's duties hereunder or create a potential business or fiduciary conflict. Notwithstanding the foregoing, Executive shall be able to engage in the following activities listed in Exhibit A.

2. Compensation. Subject to the terms and conditions of this Employment Agreement, during the Employment Period, the Executive shall be compensated by the Company for his services as follows:

(a) Base Salary. Executive shall receive a salary of $600,000 per annum (the "Base Salary"), payable in substantially equal monthly or more frequent installments and subject to normal tax withholdings.

(b) Bonus. Executive shall be eligible to receive an annual bonus based on the Company's performance and the Executive having achieved performance benchmarks that shall be set jointly by the Board and the Executive each year in the context of the Executive's review (the "Annual Bonus"). The Annual Bonus can be paid in the form of either cash or restricted stock at the discretion of the Board. Subject to the Board's discretion and approval, the target amount for Executive Annual Bonus is 100% of his Base Salary.

(c) Equity. Executive shall receive such additional equity compensation in such amount and on such terms as shall be determined by the Compensation Committee of the Board from time to time.

(d) Benefits. Executive shall be a participant in eligible group medical, dental and 401(k) plans maintained by the Company and the Company shall pay 90% of employee and dependent premiums on medical and dental insurance.

(e) Vacation; Perquisites. The Executive shall be entitled to vacation in accordance with the Company's standard vacation policy extended to employees of the Company generally, at levels commensurate with Executive's position. The Executive shall be entitled to any other benefits and perquisites on substantially the same terms and conditions as may be awarded to the employees of the Company from time to time.

(f) Travel and Entertainment. The Executive shall be reimbursed by the Company for all reasonable business, promotional, travel and entertainment expenses incurred or paid by the Executive during the Employment Period in the performance of his services under this Employment Agreement in accordance with the Company's reimbursement policy and to the extent that such expenses do not exceed the amounts allocable for such expenses in budgets that are approved from time to time by the Company. In order that the Company reimburse the Executive for such allowable expenses, the Executive shall furnish to the Company, in a timely fashion, the appropriate documentation required by the Internal Revenue Code in connection with such expenses and shall furnish such other documentation and accounting as the Company may from time to time reasonably request.

3. Employment Period. The terms set forth in this Employment Agreement will commence on January 1, 2021 and remain in effect for one (1) year (the "Initial Term") unless earlier terminated as otherwise provided in Section 4 below. The Initial Term shall automatically renew for additional one (1) year periods (each a "Renewal Year"), unless the Company or Executive has delivered written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Year, or the Agreement is earlier terminated as otherwise provided in Section 4 below. For purposes of this Agreement, the "Term" shall refer to the Initial Term and any Renewal Year. Notwithstanding this, the Executive's employment with the Company shall be "at will," meaning that either Executive or the Company shall be entitled to terminate Executive's employment at any time and for any reason, with or without Cause, subject to the obligations in Section 5.

4. Termination.

(a) Termination at the Company's Election.

(i) For Cause. At the election of the Company, Executive's employment may be terminated for Cause (as defined below) immediately upon written notice to Executive. For purposes of this Employment Agreement, "Cause" for termination shall mean that Executive: (A) pleads "guilty" or "no contest" to or is indicted for or convicted of a felony under federal or state law or a crime under federal or state law which involves Executive's fraud or dishonesty; (B) in carrying out his duties, engages in conduct that constitutes gross negligence or willful misconduct; (C) engages in misconduct that causes material harm to the reputation of the Company or knowingly or recklessly engages in conduct which is demonstrably and materially injurious to the Company or any of its affiliates, monetarily or otherwise; or (D) materially breaches any term of this Employment Agreement or written policy of the Company, provided that for subsections (C) through (D), if the breach reasonably may be cured, Executive has been given at least thirty (30) days after Executive's receipt of written notice of such breach from the Company to cure such breach. Whether or not such breach has been cured will be determined in the judgment of the Board.

(ii) Upon Disability, Death or Without Cause. At the election of the Company, Executive's employment may be terminated without Cause: (A) should Executive, by reason of any medically determinable physical or mental impairment, become unable to perform, with or without reasonable accommodation, the essential functions of his job for the Company hereunder and such incapacity has continued for a total of ninety (90) consecutive days or for any one hundred eighty (180) days in a period of three hundred sixty-five (365) consecutive days (a "Disability"); (B) upon Executive's death ("Death"); or (C) upon thirty (30) days' written notice to Executive for any other reason or for no reason at all ("Without Cause").

(b) Termination by Executive.

(i) Voluntary Resignation or Retirement. Notwithstanding anything contained elsewhere in this Agreement to the contrary, Executive may terminate his employment hereunder at any time and for any reason whatsoever or for no reason at all in Executive's sole discretion by giving twenty-one days' written notice pursuant to Section 10 of this Agreement ("Voluntary Resignation"), but the Company may waive any continued employment or right to compensation or benefits, except as provided in Section 6(b) of this Agreement, during this notice period.

(ii) For Good Reason. At the election of the Executive, Executive's employment may be terminated for Good Reason (as defined below) upon written notice to the Company. For purposes of this Agreement, "Good Reason" shall mean the occurrence of one of the following events, without Executive's express written consent, within one year following a Change in Control (as defined below) of the Company: (A) the material breach by the Company of any of the covenants, representations, terms or provisions hereof, including failure to pay Executive's Base Salary or any bonus payment to which Executive is entitled within ten days of the date any such payment is due, (B) a material diminution in Executive's title, authority, responsibilities, or duties, including reporting requirements, (C) a change in the reporting structure

so that (i) the Executive does not report solely and directly to the Board, or (ii) any employee of the Company does not report, directly or indirectly, to Executive, or (D) a relocation of the Executive's principal place of employment to a location more than twenty-five (25) miles from the Company's current principal place of business. Notwithstanding the foregoing, in order for Executive to terminate for Good Reason, Executive must deliver written notice of the Good Reason occurrence within thirty days of the occurrence and the Company must fail to correct such occurrence in all material respects within thirty days following written notification by Executive.

5. Payments Upon Termination of Employment.

(a) Termination for Cause, Death, Disability, or Voluntary Resignation. If Executive's employment is terminated by the Company for Cause, Death or Disability or is terminated by Executive as a Voluntary Resignation, then the Company shall pay or provide to Executive the following amounts only: (i) his Base Salary accrued up to and including the date of termination or resignation, paid within thirty (30) days or at such earlier time required by applicable law; (ii) accrued, unused vacation time, paid in accordance with the Company's written policies and applicable law; (iii) unreimbursed expenses, paid in accordance with this Employment Agreement and the Company's written policies; and (iv) accrued benefits under any Company benefit plan, paid pursuant to the terms of such benefit plan (collectively, the "Accrued Obligations").

(b) Termination Without Cause or Non-Renewal by the Company or by Executive for Good Reason. If the Company terminates Executive's employment Without Cause, Executive's employment ends after the Company provides a notice of non-renewal, or Executive terminates his employment for Good Reason, in addition to the Accrued Obligations, the Company shall provide Executive the following: (i) a severance payment, payable in a lump sum, equal to 12 months of Executive's Base Salary, (ii) reimbursement for the Executive's cost of COBRA premiums for health insurance continuation coverage (to the extent such premiums exceed the contributory cost for the same coverage that the Company charges active employees) for twelve months or until his right to COBRA continuation expires, whichever is shorter; provided that Executive timely elects and is eligible for COBRA coverage, (iii) the target amount of the Annual Bonus, and (iv) immediate vesting of any equity granted to Executive. Such payment and other consideration are subject to Executive's execution and delivery of a general release (that is no longer subject to revocation under applicable law) of the Company, its parents, subsidiaries and affiliates and each of their respective officers, directors, employees, agents, successors and assigns in a form satisfactory to the Company. All payments under this Section above shall begin to be made within sixty (60) days following termination of employment; provided, however, that to the extent required by Code Section 409A (as defined below), if the sixty (60) day period begins in one calendar year and ends in the second calendar year, all payments will be made in the second calendar year. The payments under this Section 5(b) shall immediately cease should Executive violate any of the obligations set forth in Sections 6 and 7 below. Notwithstanding the foregoing, if the Company terminates the Executive's employment without Cause, Executive's employment ends after the Company provides a notice of non-renewal, or Executive terminates his employment for Good Reason, either (x) during a period of time when the Company is party to a fully executed letter of intent or a definitive corporate transaction agreement, the consummation of which would result in a Change of Control (defined below) or (y) within eighteen months following a Change of Control, then the severance payment under (i) shall equal the equivalent of eighteen months of Base Salary and the reimbursement under (ii) shall continue for eighteen months ("Change of Control Payment").

(c) Change in Control. For purposes of this Employment Agreement, "Change in Control" shall be deemed to have occurred if:

(i) any person, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the shareowners of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities;

(ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's shareowners was approved by a vote of a majority of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof;

(iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iv) the shareowners of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company's assets.

For the avoidance of doubt, a corporate restructuring (i) whereby a new parent company is created and immediately following such transaction the Company is a direct or indirect wholly-owned subsidiary of such new parent company, whether through reorganization, merger, exchange or other corporate means, or (ii) in connection with or in preparation for an initial public offering, in each case, shall not be deemed to be a Change of Control.

6. Restrictive Covenants. The Executive acknowledges and agrees that (i) the Executive has a major responsibility for the operation, development and growth of the Company's business; (ii) the Executive's work for the Company will bring him into close contact with Confidential Information (defined below) of the Company and its clients; and (iii) the agreements and covenants contained in this Section 6 are essential to protect the legitimate business interests of the Company and that the Company will not enter into this Employment Agreement but for such agreements and covenants. Accordingly, the Executive covenants and agrees to the following:

(a) Confidential Information.

(i) Executive understands that during his employment, he may have access to unpublished and otherwise confidential information both of a technical and non-technical nature, relating to the business of the Company or any of its parents, subsidiaries, divisions, affiliates (collectively, "Affiliated Entities"), or clients, including without limitation any of their actual or anticipated business, research or development, any of their technology or the implementation or exploitation thereof, including without limitation information Executive and others have collected, obtained or created, information pertaining to clients, accounts, vendors, prices, costs, materials, processes, codes, material results, technology, system designs, system specifications, materials of construction, trade secrets or equipment designs, including information disclosed to the Company or any of its Affiliated Entities by others under agreements to hold such information confidential (collectively, the "Confidential Information"). Executive agrees to observe all policies and procedures of the Company and its Affiliated Entities concerning such Confidential Information. Executive further agrees not to disclose or use, either during his employment or at any time thereafter, any Confidential Information for any purpose, including without limitation any competitive purpose, unless authorized to do so by the Company in writing, except that he may disclose and use such information in the good faith performance of his duties for the Company. Executive's obligations under this Employment Agreement will continue with respect to Confidential Information, whether or not his employment is terminated, until such information becomes generally available from public sources through no fault of Executive or any representative of Executive. Notwithstanding the foregoing, however, Executive shall be permitted to disclose Confidential Information as may be required by a subpoena or other governmental order, provided that he first notifies the Company of such subpoena, order or other requirement and such that the Company has the opportunity to obtain a protective order or other appropriate remedy.

(ii) During Executive's employment, upon the Company's request, or upon the termination of his employment for any reason, Executive will promptly deliver to the Company all documents, records, files, notebooks, manuals, letters, notes, reports, customer and supplier lists, cost and profit data, e-mail, apparatus, laptops, computers, smartphones, tablets or other PDAs, hardware, software, drawings, blueprints, and any other material of the Company or any of its Affiliated Entities or clients, including all materials pertaining to Confidential Information developed by Executive or others, and all copies of such materials, whether of a technical, business or fiscal nature, whether on the hard drive of a laptop or desktop computer, in hard copy, disk or any other format, which are in his possession, custody or control.

(b) Non-Solicitation.

(i) During Executive's employment with the Company or its Affiliated Entities and for twelve (12) months following the termination thereof for any reason (the "Restricted Period"), the Executive shall not solicit for business or accept the business of, any person or entity who is, or was at any time within the previous twelve (12) months, a Customer (as defined below) of the Company or any of its Affiliated Entities. This excludes any Customers who were Customers of the Executive or Executive's non-P10 Investment Funds prior to joining Company.

(ii) Throughout the Restricted Period, the Executive shall not, directly or indirectly, employ, solicit, for employment, or otherwise contract for or hire, the services of any individual who is then an employee of or consultant to the Company or any of its Affiliated Entities or who was an employee of the Company or any of its Affiliated Entities during the twelve (12) month period preceding the termination of his employment.

(iii) Throughout the Restricted Period, the Executive shall not take any action that could reasonably be expected to have the effect of encouraging or inducing any employee, consultant, representative, officer, or director of the Company or any of its Affiliated Entities to cease their relationship with the Company or any of its Affiliated Entities for any reason.

(iv) For purposes of this Employment Agreement, the term "Territory" shall mean throughout the area comprising the Company's or any of its Affiliated Entities, as applicable, market for its services and products within which area Executive was materially concerned during the twelve (12) month period prior to the termination of Executive's employment.

(v) For purposes of this Employment Agreement, the term "Customer(s)" shall mean any individual, corporation, partnership, business or other entity, whether for-profit or not-for-profit, public, privately held, or owned by the United States government that is a business entity or individual with whom the Company or any of its Affiliated Entities has done business or with whom Executive has actively negotiated with during the twelve (12) month period preceding the termination of Executive's employment.

(vi) Executive and the Company agrees that in the event a court determines the length of time, territory or activities prohibited under this Employment Agreement are too restrictive to be enforceable, the court may reduce the scope of the restriction to the extent necessary to make the restriction enforceable.

7. Representations, Warranties and Covenants of the Executive.

(a) No Restrictive Covenants. Executive represents and warrants to the Company that he is not subject to any agreement restricting his ability to enter into this Employment Agreement and fully carry out his duties and responsibilities hereunder. Executive hereby indemnifies and holds the Company harmless against any losses, claims, expenses (including reasonable attorneys' fees), damages or liabilities incurred by the Company as a result of a breach of the foregoing representation and warranty.

(b) Adherence to Code of Ethics and Insider Trading Policy. The Executive represents and warrants that he has received a copy of the Company's Code of Ethics and its Insider Trading Policy. The Executive covenants and agrees to adhere to both the Code of Ethics and the Insider Trading Policy as may be amended from time to time. The Executive acknowledges that a material violation of either the Code of Ethics or the Insider Trading Policy would constitute a material breach of this Employment Agreement.

(c) Assignment of Intellectual Property.

(i) Executive will promptly disclose to the Company any idea, invention, discovery or improvement, whether patentable or not ("Creations"), conceived or made by him alone or with others at any time during his employment with the Company. Executive agrees that the Company owns any such Creations, and Executive hereby assigns and agrees to assign to the Company all moral and other rights he has or may acquire therein and agrees to execute any and all applications, assignments and other instruments relating thereto which the Company deems necessary or desirable. These obligations shall continue beyond the termination of his employment with respect to Creations and derivatives of such Creations conceived or made during his employment with the Company. The Company and Executive understand that the obligation to assign Creations to the Company shall not apply to any Creation which is developed entirely on his own time without using any of the Company's equipment, supplies, facilities, and/or Confidential Information ("Executive Creations") unless such Creation (i) relates in any way to the business or to the current or anticipated research or development of the Company or any of its Affiliated Entities, or (ii) results in any way from his work at the Company.

(ii) In any jurisdiction in which moral rights cannot be assigned, Executive hereby waives any such moral rights and any similar or analogous rights under the applicable laws of any country of the world that Executive may have in connection with the Creations, and to the extent such waiver is unenforceable, hereby covenants and agrees not to bring any claim, suit or other legal proceeding against the Company or any of its Affiliated Entities claiming that Executive's moral rights to the Creations have been violated.

(iii) Executive agrees to reasonably cooperate with the Company, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents, trademarks and other intellectual property rights (both in the United States and foreign countries) relating to such Creations. Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, which the Company, acting reasonably, may deem necessary or desirable in order to protect its rights and interests in any Creations. Executive further agrees that if the Company is unable, after reasonable effort, to secure Executive's signature on any such papers, any officer of the Company shall be entitled to execute such papers as his agent and attorney-in-fact and Executive hereby irrevocably designates and appoints each officer of the Company as his agent and attorney-in-fact to execute any such papers on his behalf and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Creations, under the conditions described in this paragraph, all to the exclusion of Executive's Creations.

8. Remedies. The Executive acknowledges that the Company would be irreparably injured by a violation of the covenants contained in Sections 6 or 7, and agrees that the Company shall be entitled to an injunction restraining the Executive from any actual or threatened breach of the covenants contained in Sections 6 or 7, or to any other appropriate equitable remedy without bond or other security being required. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages that the parties may seek in arbitration.

9. Waiver of Breach. The waiver by either the Company or the Executive of a breach of any provision of this Employment Agreement shall not operate as or be deemed a waiver of any subsequent breach by either the Company or the Executive. Any waiver must be in writing

10. Notice. Any notice to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given when received or, when deposited in the U.S. mail, certified or registered mail, postage prepaid:

(a) to the Executive addressed as follows:

C. Clark Webb
4514 Cole Avenue, Suite 1600
Dallas, TX 75205

(b) to the Company addressed as follows:

P10 Holdings, Inc.
4514 Cole Avenue, Suite 1600
Dallas, TX 75205

with copies to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Adam W. Finerman

11. Amendment. This Employment Agreement may not be amended orally in any manner or in writing without the written consent of the Company and the Executive. No provision of this Employment Agreement may be waived, delayed, modified, terminated or otherwise impaired without the prior written consent of the Company and the Executive.

12. Entire Agreement. This Employment Agreement embodies the entire agreement and understanding of the parties hereto in respect of the Executive's employment with the Company contemplated by this Employment Agreement and supersedes all prior agreements, arrangements and understandings, oral or written, express or implied, between the parties with respect to such employment. Sections 6 and 7 of this Employment Agreement shall survive the termination of this Employment Agreement.

13. Applicable Law. The provisions of this Employment Agreement shall be construed in accordance with the internal laws of the Texas.

14. Assignment; Successors and Assigns, etc. This Employment Agreement is a personal contract and Executive may not sell, transfer, assign, pledge or hypothecate his rights, interests and obligations hereunder. Except as otherwise herein expressly provided, this Employment Agreement shall be binding upon and shall inure to the benefit of Executive and his personal representatives and shall inure to the benefit of and be binding upon the Company and its successors and assigns, except that the Company may not assign this Employment Agreement without Executive's prior written consent, except to an acquirer of all or substantially all of the assets of the Company.

15. Enforceability. If any portion or provision of this Employment Agreement (including, without limitation, any portion or provision of any section of this Employment Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Employment Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Employment Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Counterparts. This Employment Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or .pdf signatures shall have the same force and effect as original signatures.

17. Arbitration. All disputes and disagreements arising from, relating to, or otherwise connected with this Employment Agreement, the breach of this Employment Agreement, the enforcement, interpretation or validity of this Employment Agreement, or the employment relationship (including any wage claim, claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination or retaliation, sexual harassment, civil rights, age, or disability) that the Company may have against you or that you may have against the Company, including the determination of the scope or applicability of this Employment Agreement to arbitrate, shall be settled by arbitration administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures applicable at the time the arbitration is commenced. A copy of the current version of the JAMS Rules will be made available to you upon request. The Rules may be amended from time to time and are also available online https://www.jamsadr.com/rules-employment-arbitration/. Arbitration shall take place in Dallas, Texas and shall be conducted before a single arbitrator selected by and in accordance with the rules and procedures of the JAMS. The decision of the arbitrator shall be final and binding on the parties. Judgment on any award may be entered in any court having competent jurisdiction, and application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The expenses of the arbitration (including any arbitrator fees) shall be borne equally by the Executive and the Company. Each of the parties shall bear the fees and expenses of its own legal counsel.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Executive and the Company have executed this Employment Agreement as of the date first above written.

/s/ C. Clark Webb
C. Clark Webb

By: /s/ Robert Alpert
P10 Holdings, Inc.

EXHIBIT A- PERMITTED ACTIVITIES

Exhibit 10.10

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of October 6, 2017, and shall be effective as of January 1, 2018 (the "Effective Date"), by and between William F. Souder (the "Executive") and RCP Advisors 3, LLC, a Delaware limited liability company (the "Company.").

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein;

WHEREAS, the Executive desires to be employed by the Company on these terms and conditions;

WHEREAS, Executive has entered into that certain Contribution and Exchange Agreement as of even date herewith (the "Contribution and Exchange Agreement"), pursuant to which P10 Industries, Inc., a Delaware corporation ("P10") will acquire all of the issued and outstanding membership interests and all associated goodwill in the Company from Executive and other parties thereto;

WHEREAS, Executive, by virtue of his status as a member of the Company, will receive substantial economic benefits from the consummation of the transactions contemplated by the Contribution and Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. The Executive's employment hereunder shall be effective as of the date hereof, and shall continue until the fifth anniversary thereof, unless terminated earlier pursuant to Section 5; provided that, on the fifth anniversary of the Effective Date and each annual anniversary thereafter (that date and each annual anniversary thereof, a "Renewal Date"), the Agreement shall be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of his intention not to extend the term of the Agreement at least sixty (60) days' prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as Senior Managing Partner and President of the Company, serving on the Company's Board of Managers (the "Board"). In that position, the Executive shall perform the duties set forth in Section 2.2 hereof.

2.2 Duties. During the Employment Term, the Executive shall perform his/her duties as Senior Managing Partner and President on behalf of the Company and shall not engage in any other business, profession, or occupation for compensation or otherwise that would conflict or interfere with the performance of those services either directly or indirectly without the prior written consent of the Company. The Executive agrees that he will devote all necessary business

time, attention, and energies, as well as the Executive's best talents and abilities to the business of the Company, in accordance with the Company's instructions and directions. Notwithstanding the foregoing, and subject to Section 8, so long as there are no conflicts of interest between the Executive's activities and the Company's business, the Executive will be permitted to (a) with the prior written consent of the Company (which consent can be withheld by the Company in its discretion) act or serve as a director, trustee, committee member, or principal of any type of business, civic, or charitable organization, and (b) purchase publicly traded securities of any corporation; provided that the ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, the corporation; provided further that the activities described in clauses (a) and (b) do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 2.

3. Place of Performance. The principal place of the Executive's employment shall be the Company's principal executive office or any assigned satellite office as applicable; provided that, the Executive may be required to travel on Company business during the Employment Term.

4. Compensation.

4.1 Base Salary; Incentive Compensation.

(a) The Company shall pay the Executive an annual rate of base salary of $210,888 in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Company may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "Base Salary".

(b) The Company may pay Executive additional incentive compensation including stock options in P10, additional cash compensation, and/or carried interests in new fund clients of the Company. Payment of incentive compensation will be at the discretion of the Board of Managers and will take into account, among other factors, the financial performance of the Company, Executive's prior percentage membership interest in the Company immediately prior to the transaction set forth in the Contribution and Exchange Agreement.

4.2 Intentionally Omitted.

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, "Employee Benefit Plans"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of the Employee Benefit Plan and applicable law.

4.5 Vacation; Paid Time-Off. During the Employment Term, the Executive shall be entitled to twenty-five (25) days of paid vacation per calendar year (prorated for partial years) in accordance with the Company's vacation policies, as in effect from time to time. The Executive shall receive other paid time-off in accordance with the Company's policies for executive officers as these policies may exist from time to time.

4.6 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Executive in connection with the performance of the Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.7 Indemnification.

(a) If the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or any of its affiliates with respect to this Agreement or the Executive's employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee, or agent of another corporation or a partnership, joint venture, trust, or other enterprise, the Executive shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law from and against any liabilities, costs, claims, and expenses, including all costs and expenses incurred in defense of any Proceeding (including reasonable attorneys' fees).

(b) During the Employment Term and for a period of six (6) years thereafter, the Company or any successor to the Company shall purchase and maintain, at its own expense, directors' and officers' liability insurance providing coverage to the Executive on terms that are no less favorable than the coverage provided to other directors and similarly situated executives of the Company.

5. Termination of Employment. The Executive's employment hereunder may be terminated by the Company only for Cause (as defined below) or by the Executive for Good Reason (as defined below).

5.1 Non-Renewal of the Employment Term; Termination for Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated upon either party's failure to renew the Agreement in accordance with Section 1, by the Company for Cause or by the Executive without Good Reason, in which case the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid on the Termination Date (as defined below);

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iii) the employee benefits (including equity compensation), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date, which benefits shall be provided in accordance with the terms of such plans; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "Accrued Amounts."

(b) For purposes of this Agreement, "Cause" means any of the following; provided, however, that actions described in subsections (i), (ii), (vi),(vii), (viii), and (ix) shall constitute Cause thirty (30) days following written notice to the Executive unless Executive cures such action to the satisfaction of the Company as determined in the Company's sole discretion:

(i) the Executive's persistent failure to perform his duties (other than any failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's failure to comply with any valid and legal directive of the Company;

(iii) the Executive's engagement in dishonesty, illegal conduct, or misconduct, which is, in each case, injurious to the Company or its affiliates;

(iv) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's violation of a material policy of the Company;

(vii) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);

(viii) the Executive's material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or

(ix) any material failure by the Executive to comply with the Company's written policies or rules, as they may be in effect from time to time during the Employment Term.

(c) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

(i) a material reduction in (1) the Executive's Base Salary, other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions, or (2) Executive's participation in other material benefits, including stock options in P10, carried interests, and other incentive compensation, based on the historic practices of the Company and/or RCP Advisors 3, LLC, a Delaware limited liability company;

(ii) any material breach by the Company of any material provision of this Agreement;

(iii) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where the assumption occurs by operation of law; or

(iv) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law).

(v) a permanent relocation of the Executive's principal place of employment by more than one hundred (100) miles from the location set forth in Section 3;

The Executive cannot terminate his employment for Good Reason unless he has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within sixty (60) days of the initial existence of the grounds and the Company has had at least one hundred twenty (120) days from the date on which the notice is provided to cure the circumstances. If the Executive does not terminate his employment for Good Reason within one hundred eighty (180) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to those grounds.

5.2 Termination Without Cause or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts, and subject to the Executive's compliance with Section 6, Section 7, Section 8 and Section 9 and his execution of a mutual release of claims in favor of the Executive, the Company, its affiliates and their respective officers and directors in a form provided

by the Company (the "Release") and the Release becoming effective and irrevocable within 60 days following the Termination Date (the 60-day period, the "Release Execution Period"), the Executive shall be entitled to receive his/her continued Base Salary for three (3) months following the Termination Date payable in equal installments in accordance with the Company's normal payroll practices, which shall be paid commencing with the first payroll period that follows the Release Execution Period; provided that, the first installment payment shall include all amounts of Base Salary that would otherwise have been paid to the Executive during the period beginning on the Termination Date and ending on the first payment date if no delay had been imposed.

5.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability (as defined below).

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts.

Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner that is consistent with federal and state law.

(c) For purposes of this Agreement, "Disability" means the Executive's inability, due to physical or mental incapacity, to perform the essential functions of his job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint a physician and those two physicians shall select a third who shall make the determination in writing. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement. The date of such writing shall be the date of determination for purposes of Section 5.5(b).

5.4 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.3(a) on account of the Executive's death) shall be communicated by written notice of termination ("Notice of Termination") to the other party in accordance with Section 23. The Notice of Termination shall specify:

(a) The termination provision of this Agreement relied upon;

(b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) The applicable Termination Date (as defined below).

5.5 Termination Date. The Executive's "Termination Date" shall be:

(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If the Company terminates the Executive's employment hereunder for Cause, the date that is thirty (30) days after the Notice of Termination is delivered to the Executive unless the Executive cures the action constituting "Cause" to the Company's reasonable satisfaction during such thirty (30) day period;

(d) If the Company terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered;

(e) If the Executive terminates his employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered; and

(f) If the Executive's employment hereunder terminates because either party provides notice of non-renewal pursuant to Section 1, the Renewal Date immediately following the date on which the applicable party delivers notice of non-renewal.

5.6 Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and any amounts payable pursuant to this Section 5 shall not be reduced by compensation the Executive earns on account of employment with another employer.

5.7 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer of the Company or any of its affiliates.

6. Cooperation. Certain matters in which the Executive will be involved during the Employment Term may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Company, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for any reasonable travel and other expenses incurred in connection with cooperation provided under this Section 6.

7. Confidential Information.

7.1 Definition. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence. The foregoing list is not exhaustive, and Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information includes information developed by the Executive in the course of his employment by the Company as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Executive; provided that the disclosure is through no direct or indirect fault of the Executive or person(s) acting on the Executive's behalf.

7.2 Company Creation and Use of Confidential Information. The Company has invested, and continues to invest, substantial time, money, and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings. As a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

7.3 Disclosure and Use Restrictions. The Executive shall: (i) treat all Confidential Information as strictly confidential; (ii) not directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Company acting on behalf of the

Company in each instance (and then, the disclosure shall be made only within the limits and to the extent of his duties or consent); and (iii) not access or use any Confidential Information, and not copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any these documents, records, files, media, or other resources from the premises or control of the Company, except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Company acting on behalf of the Company in each instance (and then, disclosure shall be made only within the limits and to the extent of his duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by law, regulation, or order. The Executive shall promptly provide written notice of any order to the Company. Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, nothing in this Agreement shall limit the Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company.

The Executive's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to the Confidential Information (whether before or after his begins employment by the Company) and shall continue during and after his employment by the Company until the Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

8. Restrictive Covenants.

8.1 Acknowledgement. Executive, acknowledges and agrees that the provisions set forth in this Section 8 are material terms relied upon by all parties to the Contribution and Exchange Agreement, and absent the provisions set forth in this Section 8, the parties to the Contribution and Exchange Agreement would not have executed the Contribution and Exchange Agreement without material modification to that agreement. In view of the reliance placed on the provisions set forth in this Section 8 by the parties to the Contribution and Exchange Agreement, Executive acknowledges and agrees that the restrictive covenants contained in this Section are fair and reasonable. Additionally, the nature of the Executive's position gives him access to and knowledge of Confidential Information and places him in a position of trust and confidence with the Company. The services the Executive provides to the Company are unique, special, or extraordinary. The Company's ability to preserve Confidential Information for the exclusive knowledge and use of the Company and to otherwise preserve the goodwill of the Company is of great competitive importance and commercial value to the Company, and improper use or disclosure by the Executive is likely to result in unfair or unlawful competitive activity.

8.2 Non-Competition.

(a) In order to protect the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Executive, during the Employment Term and for a period equal to the greater of (i) three (3) years from the Termination Date, or (ii) six (6) years from the Effective Date of this Agreement, the Executive shall not engage in Prohibited Activity within the State of Illinois or any other jurisdiction where the Company currently conducts business or may conduct business prior to the expiration of the Employment Term. For purposes of this Section 8, "Prohibited Activity" is activity in which the Executive contributes his knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, employee, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Company. Prohibited Activity also includes activity that may require or inevitably requires disclosure of trade secrets, proprietary information or Confidential Information.

(b) Nothing herein shall prohibit the Executive from purchasing publicly traded securities of any corporation, provided that this ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, the corporation.

(c) This Section 8 does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that those rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by the law, regulation, or order. The Executive shall promptly provide written notice of any order to the Company.

8.3 Non-Solicitation of Employees. The Executive shall not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company during three (3) years, to run consecutively, beginning on the Termination Date; provided, however, that the foregoing provision shall not prohibit solicitations made by the Executive to the general public or the Executive's serving as a reference for any such employee upon request.

8.4 Non-Solicitation of Customers.

(a) Because of the Executive's experience with and relationship to the Company, he will have access to and learn about much or all of the Company's Customer Information. "Customer Information" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer, and comprises Company trade secrets.

(b) The loss of a customer relationship and/or goodwill will cause the Company significant and irreparable harm.

(c) For a period equal to the greater of (i) three (3) years from the Termination Date, or (ii) six (6) years from the Effective Date of this Agreement, the Executive shall not directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact, or meet with the Company's current, former or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company.

8.5 Modification. If at the time of enforcement of the provisions of this Section 8, a court of competent jurisdiction holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by applicable laws.

9. Non-Disparagement. The Executive will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. The Company will cause its officers and managers to refrain from making any defamatory or disparaging remarks, comments, or statements concerning the Executive to any third parties. This Section 9 does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by the law, regulation, or order. The Executive shall promptly provide written notice of any order to the Company. In addition, this Section shall not prohibit either party from rebutting claims or statements made by any other person.

10. Acknowledgement. The services to be rendered by the Executive to the Company are of a special and unique character. The Executive will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Executive's employment. The restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of the Company. The amount of the Executive's compensation reflects, in part, his obligations and the Company's rights under Section 7, Section 8 and Section 9. The Executive has no expectation of any additional compensation in his capacity as an employee that are not otherwise referenced herein in connection herewith. The Executive will not be subject to undue hardship by reason of his full compliance with the terms and conditions of Section 7, Section 8 and Section 9 or the Company's enforcement thereof.

11. Remedies. In the event of a breach or threatened breach by the Executive of Section 7, Section 8 or Section 9, the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against the breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

12. Proprietary Rights.

12.1 Work Product.

(a) All right, title, and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Executive individually or jointly with others during the period of his employment by the Company and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by the Executive for the Company (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights in and to US and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, these rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of the Company.

(b) For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information and sales information.

12.2 Work Made for Hire; Assignment. By reason of the Executive's employment by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and the copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

12.3 Further Assurances; Power of Attorney. During and after his employment, the Executive shall reasonably cooperate with the Company to (a) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any of the foregoing documents on the Executive's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in the circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by the Executive's subsequent incapacity.

12.4 No License. This Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to him by the Company.

13. Security.

13.1 Security and Access. The Executive shall (a) comply with all Company security policies and procedures as in force from time to time including those regarding any and all Company facilities, IT resources and communication technologies ("Facilities and Information Technology Resources"); (b) not access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not access or use any Facilities and Information Technology Resources in any manner after the termination of the Executive's employment by the Company, whether termination is voluntary or involuntary. The Executive shall notify the Company promptly if he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction, or reverse engineering of, or tampering with any Facilities and Information Technology Resources or other Company property or materials by others.

13.2 Exit Obligations. Upon (a) voluntary or involuntary termination of the Executive's employment or (b) the Company's request at any time during the Executive's employment, the Executive shall (i) provide or return to the Company any and all Company property and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Executive, whether they were provided to the Executive by the Company or any of its business associates or created by the Executive in connection with his employment by the Company; and (ii) delete or destroy all copies of any Company documents and materials not returned to the Company that remain in the Executive's possession or control,

including those stored on any non-Company devices, networks, storage locations, and media in the Executive's possession or control; provided, however, the Executive may retain copies of documents relating to any employee benefit plans applicable to the Executive and income records to the extent necessary for the Executive to prepare the Executive's individual tax returns or any records pertinent to any disputed termination of this Agreement or any claim for indemnification from the Company.

14. Governing Law; Consent to Jurisdiction. This Agreement is entered into in Chicago, Illinois and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to conflict of law principles that would result in the application of any law other than the law of the State of Illinois. Each party acknowledges and consents to the personal jurisdiction of the State and Federal courts in the State of Illinois with respect to any action or proceeding arising out of or in connection with any provision of this Agreement.

15. Arbitration. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall be subject to arbitration to be held in Chicago, Illinois in accordance with the Commercial Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. The dispute will be decided by a single neutral arbitrator to be mutually agreed upon by the parties from JAMS' panel of arbitrators. The arbitrator may grant injunctions or other relief in the dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This provision is governed by the Federal Arbitration Act.

16. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. This Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

17. Modification and Waiver. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Executive and by the Company. No waiver by either of the parties of any breach by the other party of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable that term or provision in any other jurisdiction. On a determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Section 409A.

21.1 General Compliance. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

21.2 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

(a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

22. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assignee (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company, or to P10 Industries, Inc. or any of its wholly owned subsidiaries. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

23. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Communications must be sent to the respective parties at the following addresses (or at any other address for a party as shall be specified in a notice given in accordance with this Section 23):

If to the Company: RCP Advisors 3, LLC
100 North Riverside Plaza, Suite 2400
Chicago, Illinois 60606
E-mail: nblatherwick@rcpadvisors.com
Attention: Nell Blatherwick

If to the Executive: 754 Normandy Lane
Glenview, IL 60025
E-mail: fsouder@rcpadvisors.com

24. Representations of the Executive. The Executive represents and warrants to the Company that (a) the Executive's acceptance of employment with the Company and the performance of his duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement or understanding to which he is a party or is otherwise bound, and (b) the acceptance of employment with the Company and the performance of his duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer.

25. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

26. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties shall survive expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

27. Acknowledgement of Full Understanding. THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the date first above written.

COMPANY:

RCP ADVISORS 3, LLC

By: /s/ Charles K. Huebner
Name: Charles K. Huebner
Title: Vice President and Secretary

EXECUTIVE:

/s/ William F. Souder
Name: William F. Souder
Title: Chief Executive Officer

Exhibit 10.11

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to that certain employment agreement made and entered into by and between William F. Souder (the "Executive") and RCP Advisors 3, LLC, a Delaware limited liability company ("RCP") effective as of January 1, 2018 (the "Employment Agreement") shall be effective as of January 1, 2021 (the "Effective Date").

WHEREAS, RCP employs the Executive on the terms and conditions set forth in the Employment Agreement;

WHEREAS, P10 Holdings, Inc. (previously named P10 Industries, Inc.) ("P10") previously acquired all of the issued and outstanding membership interests and all associated goodwill in RCP from the Executive and other parties;

WHEREAS, P10 desires to transfer the Executive's employment from RCP to P10 and have the Executive serve as P10's Chief Operating Officer while continuing to perform for RCP the duties set forth in the Employment Agreement;

WHEREAS, the Executive and RCP desire to add P10 as a party to the Employment Agreement;

WHEREAS, P10 desires to be added as a party to the Employment Agreement; and

WHEREAS, paragraph 17 of the Employment Agreement provides that the Employment Agreement may be amended or modified if mutually agreed to in writing by the Executive and the Company.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the Executive, RCP and P10 agree that the provisions of the Employment Agreement identified below shall be modified as shown below.

The following sentence is added to the end of the introductory paragraph:

> Effective as of January 1, 2021 (the "Amendment Date"), P10 Holdings, Inc., a Delaware corporation previously named P10 Industries, Inc. ("P10"), has been added as a party to this Agreement. On and after the Amendment Date, any reference to the "Company" herein shall mean both RCP Advisors 3, LLC ("RCP") and P10 unless otherwise provided.

Section 2 is deleted in its entirety and replaced with the following:

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Chief Operating Officer for P10 and shall remain the Managing Partner and President of RCP, serving on each of RCP's and P10's Board of Managers. In those positions, the Executive shall perform the duties set forth in Section 2.2 hereof.

2.2 Duties. During the Employment Term, the Executive shall perform his duties as the Chief Operating Officer for P10 and Managing Partner and President of RCP on behalf of the Company and shall not engage in any other business, profession, or occupation for compensation or otherwise that would conflict or interfere with the performance of those services either directly or indirectly without the prior written consent of P10. The Executive agrees that he will devote all necessary business time, attention, and energies,

as well as the Executive's best talents and abilities to the business of the Company, in accordance with the Company's instructions and directions. Notwithstanding the foregoing, and subject to Section 8, so long as there are no conflicts of interest between the Executive's activities and the Company's business, the Executive will be permitted to (a) with the prior written consent of P10 (which consent can be withheld by P10 in its discretion) act or serve as a director, trustee, committee member, or principal of any type of business, civic, or charitable organization, and (b) purchase publicly traded securities of any corporation; provided that the ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, the corporation; provided further that the activities described in clauses (a) and (b) do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 2.

Section 3 is deleted in its entirety and replaced with the following:

3. Place of Performance. The principal place of the Executive's employment shall be P10's principal executive office or any assigned satellite office of P10 or RCP as applicable; provided that, the Executive may be required to travel on Company business during the Employment Term.

Section 4.1(a) is deleted in its entirety and is replaced with the following:

4. Compensation.

4.1 Base Salary; Incentive Compensation.

(a) Beginning January 1, 2021, P10 shall pay the Executive an annual rate of base salary of $600,000 in periodic installments in accordance with P10's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. P10 may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "Base Salary."

Section 4.3 is deleted in its entirety and is replaced with the following:

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of P10, and to the extent P10 provides similar benefits or perquisites (or both) to similarly situated executives of P10.

Section 4.4 is deleted in its entirety and is replaced with the following:

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by P10, as in effect from time to time (collectively, "Employee Benefit Plans"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. P10 reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of the Employee Benefit Plan and applicable law.

The introductory paragraph of Section 5 is deleted in its entirety and is replaced with the following:

5. Termination of Employment. The Executive's employment hereunder may be terminated by the Company only for Cause (as defined below) or by the Executive for Good Reason (as defined below). For all purposes of this Agreement, including but not limited to this Section 5, the Executive's employment shall only be considered terminated if such termination is effective with respect to all positions with the Company and any affiliates thereof. For the avoidance of doubt, termination of employment solely from RCP or solely from P10 shall not be considered a termination of employment.

Section 5.1 is deleted in its entirety and is replaced with the following:

5.1 Non-Renewal of the Employment Term; Termination for Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated upon either the Company's or the Executive's failure to renew the Agreement in accordance with Section 1, by the Company for Cause or by the Executive without Good Reason, in which case the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid on the Termination Date (as defined below);

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with P10's expense reimbursement policy; and

(iii) the employee benefits (including equity compensation), if any, to which the Executive may be entitled under P10's employee benefit plans as of the Termination Date, which benefits shall be provided in accordance with the terms of such plans; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "Accrued Amounts."

(b) For purposes of this Agreement, "Cause" means any of the following; provided, however, that actions described in subsections (i), (ii), (vi),(vii), (viii), and (ix) shall constitute Cause thirty (30) days following written notice to the Executive unless Executive cures such action to the satisfaction of P10 as determined in P10's sole discretion:

(i) the Executive's persistent failure to perform his duties (other than any failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's failure to comply with any valid and legal directive of the Company;

(iii) the Executive's engagement in dishonesty, illegal conduct, or misconduct, which is, in each case, injurious to the Company or its affiliates;

(iv) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's violation of a material policy of the Company;

(vii) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);

(viii) the Executive's material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or

(ix) any material failure by the Executive to comply with the Company's written policies or rules, as they may be in effect from time to time during the Employment Term.

(c) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

(i) a material reduction in (1) the Executive's Base Salary, other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions, or (2) Executive's participation in other material benefits, including stock options in P10, carried interests, and other incentive compensation, based on the historic practices of the Company;

(ii) any material breach by the Company of any material provision of this Agreement;

(iii) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where the assumption occurs by operation of law; or

(iv) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law).

(v) a permanent relocation by the Company of the Executive's principal place of employment by more than one hundred (100) miles from the location set forth in Section 3;

The Executive cannot terminate his employment for Good Reason unless he has provided written notice to P10 of the existence of the circumstances providing grounds for termination for Good Reason within sixty (60) days of the initial existence of the grounds and P10 has had at least one hundred twenty (120) days from the date on which the notice is provided to cure the circumstances. If the Executive does not terminate his employment for Good Reason within one hundred eighty (180) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to those grounds.

Section 5.3 is deleted in its entirety and is replaced with the following:

5.3 Death or Disability.

(c) For purposes of this Agreement, "Disability" means the Executive's inability, due to physical or mental incapacity, to perform the essential functions of his job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and P10 cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and P10. If the Executive and P10 cannot agree as to a qualified independent physician, each shall appoint a physician and those two physicians shall select a third who shall make the determination in writing. The determination of Disability made in writing to P10 and the Executive shall be final and conclusive for all purposes of this Agreement. The date of such writing shall be the date of determination for purposes of Section 5.5(b).

Section 5.5 is deleted in its entirety and is replaced with the following:

5.5 Termination Date. The Executive's "Termination Date" shall be:

(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If P10 terminates the Executive's employment hereunder for Cause, the date that is thirty (30) days after the Notice of Termination is delivered to the Executive unless the Executive cures the action constituting "Cause" to P10's reasonable satisfaction during such thirty (30) day period;

(d) If P10 terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered;

(e) If the Executive terminates his employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered; and

(f) If the Executive's employment hereunder terminates because either party provides notice of non-renewal pursuant to Section 1, the Renewal Date immediately following the date on which the applicable party delivers notice of non-renewal.

Section 14 is deleted in its entirety and is replaced with the following:

14. Governing Law; Consent to Jurisdiction. This Agreement is entered into in Dallas, Texas and shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of law principles that would result in the application of any law other than the law of the State of Texas. Each party acknowledges and consents to the personal jurisdiction of the State and Federal courts in the State of Texas with respect to any action or proceeding arising out of or in connection with any provision of this Agreement.

Section 15 is deleted in its entirety and is replaced with the following:

15. Arbitration. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall be subject to arbitration to be held in Dallas, Texas in accordance with the Commercial Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. The dispute will be decided by a single neutral arbitrator to be mutually agreed upon by the parties from JAMS' panel of arbitrators. The arbitrator may grant injunctions or other relief in the dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This provision is governed by the Federal Arbitration Act.

Section 17 is deleted in its entirety and is replaced with the following:

17. Modification and Waiver. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Executive and by P10. No waiver by either of the parties of any breach by the other party of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 22 is deleted in its entirety and is replaced with the following:

22. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assignee (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company or any of its wholly owned subsidiaries. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

Section 23 is deleted in its entirety and is replaced with the following:

23. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Communications must be sent to the respective parties at the following addresses (or at any other address for a party as shall be specified in a notice given in accordance with this Section 23):

If to the Company:	P10 Holdings, Inc. 4514 Cole Avenue, Suite 1610 Dallas, Texas 75205 Attention: Amanda Coussens
If to the Executive:	[__] E-mail: fsouder@rcpadvisors.com

Section 25 is deleted in its entirety and is replaced with the following:

25. Withholding. P10 shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for P10 to satisfy any withholding tax obligation it may have under any applicable law or regulation.

In all other respects, the Employment Agreement shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Amendment as of the date first above written.

RCP ADVISORS 3, LLC

By: /s/ Jeff P. Gehl
Name: Jeff P. Gehl
Title: Vice President

P10 HOLDINGS, INC.

By: /s/ Robert Alpert
Name: Robert Alpert
Title: Co-Chief Executive Officer

EXECUTIVE:

/s/ William F. Souder
William F. Souder

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of October 6, 2017, and shall be effective as of January 1, 2018 (the "Effective Date"), by and between Jeff P. Gehl (the "Executive") and RCP Advisors 3, LLC, a Delaware limited liability company (the "Company").

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein;

WHEREAS, the Executive desires to be employed by the Company on these terms and conditions;

WHEREAS, Executive has entered into that certain Contribution and Exchange Agreement as of even date herewith (the "Contribution and Exchange Agreement"), pursuant to which P10 Industries, Inc., a Delaware corporation ("P10") will acquire all of the issued and outstanding membership interests and all associated goodwill in the Company from Executive and other parties thereto;

WHEREAS, Executive, by virtue of his status as a member of the Company, will receive substantial economic benefits from the consummation of the transactions contemplated by the Contribution and Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. The Executive's employment hereunder shall be effective as of the date hereof, and shall continue until the fifth anniversary thereof, unless terminated earlier pursuant to Section 5; provided that, on the fifth anniversary of the Effective Date and each annual anniversary thereafter (that date and each annual anniversary thereof, a "Renewal Date"), the Agreement shall be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of his intention not to extend the term of the Agreement at least sixty (60) days' prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term."

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as Managing Partner and Vice President of the Company, serving on the Company's Board of Managers (the "Board"). In that position, the Executive shall perform the duties set forth in Section 2.2 hereof.

2.2 Duties. During the Employment Term, the Executive shall perform his/her duties as Managing Partner and Vice President on behalf of the Company and shall not engage in any other business, profession, or occupation for compensation or otherwise that would conflict or interfere with the performance of those services either directly or indirectly without the prior written consent of the Company. The Executive agrees that he will devote all necessary business time, attention, and energies, as well as the Executive's best talents and abilities to the business of

the Company, in accordance with the Company's instructions and directions. Notwithstanding the foregoing, and subject to Section 8, so long as there are no conflicts of interest between the Executive's activities and the Company's business, the Executive will be permitted to (a) with the prior written consent of the Company (which consent can be withheld by the Company in its discretion) act or serve as a director, trustee, committee member, or principal of any type of business, civic, or charitable organization, and (b) purchase publicly traded securities of any corporation; provided that the ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, the corporation; provided further that the activities described in clauses (a) and (b) do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 2.

3. Place of Performance. The principal place of the Executive's employment shall be the Company's principal executive office or any assigned satellite office as applicable; provided that, the Executive may be required to travel on Company business during the Employment Term.

4. Compensation.

4.1 Base Salary; Incentive Compensation.

(a) The Company shall pay the Executive an annual rate of base salary of $210,888 in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Company may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "Base Salary".

(b) The Company may pay Executive additional incentive compensation including stock options in P10, additional cash compensation, and/or carried interests in new fund clients of the Company. Payment of incentive compensation will be at the discretion of the Board of Managers and will take into account, among other factors, the financial performance of the Company, Executive's prior percentage membership interest in the Company immediately prior to the transaction set forth in the Contribution and Exchange Agreement.

4.2 Intentionally Omitted.

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, "Employee Benefit Plans"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of the Employee Benefit Plan and applicable law.

4.5 Vacation; Paid Time-Off. During the Employment Term, the Executive shall be entitled to twenty-five (25) days of paid vacation per calendar year (prorated for partial years) in accordance with the Company's vacation policies, as in effect from time to time. The Executive shall receive other paid time-off in accordance with the Company's policies for executive officers as these policies may exist from time to time.

4.6 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Executive in connection with the performance of the Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.7 Indemnification.

(a) If the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or any of its affiliates with respect to this Agreement or the Executive's employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee, or agent of another corporation or a partnership, joint venture, trust, or other enterprise, the Executive shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law from and against any liabilities, costs, claims, and expenses, including all costs and expenses incurred in defense of any Proceeding (including reasonable attorneys' fees).

(b) During the Employment Term and for a period of six (6) years thereafter, the Company or any successor to the Company shall purchase and maintain, at its own expense, directors' and officers' liability insurance providing coverage to the Executive on terms that are no less favorable than the coverage provided to other directors and similarly situated executives of the Company.

5. Termination of Employment. The Executive's employment hereunder may be terminated by the Company only for Cause (as defined below) or by the Executive for Good Reason (as defined below).

5.1 Non-Renewal of the Employment Term; Termination for Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated upon either party's failure to renew the Agreement in accordance with Section 1, by the Company for Cause or by the Executive without Good Reason, in which case the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid on the Termination Date (as defined below);

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iii) the employee benefits (including equity compensation), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date, which benefits shall be provided in accordance with the terms of such plans; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "Accrued Amounts."

(b) For purposes of this Agreement, "Cause" means any of the following; provided, however, that actions described in subsections (i), (ii), (vi),(vii), (viii), and (ix) shall constitute Cause thirty (30) days following written notice to the Executive unless Executive cures such action to the satisfaction of the Company as determined in the Company's sole discretion:

(i) the Executive's persistent failure to perform his duties (other than any failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's failure to comply with any valid and legal directive of the Company;

(iii) the Executive's engagement in dishonesty, illegal conduct, or misconduct, which is, in each case, injurious to the Company or its affiliates;

(iv) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's violation of a material policy of the Company;

(vii) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);

(viii) the Executive's material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or

(ix) any material failure by the Executive to comply with the Company's written policies or rules, as they may be in effect from time to time during the Employment Term.

(c) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

(i) a material reduction in (1) the Executive's Base Salary, other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions, or (2) Executive's participation in other material benefits, including stock options in P10, carried interests, and other incentive compensation, based on the historic practices of the Company and/or RCP Advisors 3, LLC, a Delaware limited liability company;

(ii) any material breach by the Company of any material provision of this Agreement;

(iii) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where the assumption occurs by operation of law; or

(iv) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law).

(v) a permanent relocation of the Executive's principal place of employment by more than one hundred (100) miles from the location set forth in Section 3;

The Executive cannot terminate his employment for Good Reason unless he has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within sixty (60) days of the initial existence of the grounds and the Company has had at least one hundred twenty (120) days from the date on which the notice is provided to cure the circumstances. If the Executive does not terminate his employment for Good Reason within one hundred eighty (180) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to those grounds.

5.2 Termination Without Cause or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts, and subject to the Executive's compliance with Section 6, Section 7, Section 8 and Section 9 and his execution of a mutual release of claims in favor of the Executive, the Company, its affiliates and their respective officers and directors in a form provided

by the Company (the "Release") and the Release becoming effective and irrevocable within 60 days following the Termination Date (the 60-day period, the "Release Execution Period"), the Executive shall be entitled to receive his/her continued Base Salary for three (3) months following the Termination Date payable in equal installments in accordance with the Company's normal payroll practices, which shall be paid commencing with the first payroll period that follows the Release Execution Period; provided that, the first installment payment shall include all amounts of Base Salary that would otherwise have been paid to the Executive during the period beginning on the Termination Date and ending on the first payment date if no delay had been imposed.

5.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability (as defined below).

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts.

Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner that is consistent with federal and state law.

(c) For purposes of this Agreement, "Disability" means the Executive's inability, due to physical or mental incapacity, to perform the essential functions of his job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint a physician and those two physicians shall select a third who shall make the determination in writing. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement. The date of such writing shall be the date of determination for purposes of Section 5.5(b).

5.4 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.3(a) on account of the Executive's death) shall be communicated by written notice of termination ("Notice of Termination") to the other party in accordance with Section 23. The Notice of Termination shall specify:

(a) The termination provision of this Agreement relied upon;

(b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) The applicable Termination Date (as defined below).

5.5 Termination Date. The Executive's "Termination Date" shall be:

(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If the Company terminates the Executive's employment hereunder for Cause, the date that is thirty (30) days after the Notice of Termination is delivered to the Executive unless the Executive cures the action constituting "Cause" to the Company's reasonable satisfaction during such thirty (30) day period;

(d) If the Company terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered;

(e) If the Executive terminates his employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered; and

(f) If the Executive's employment hereunder terminates because either party provides notice of non-renewal pursuant to Section 1, the Renewal Date immediately following the date on which the applicable party delivers notice of non-renewal.

5.6 Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and any amounts payable pursuant to this Section 5 shall not be reduced by compensation the Executive earns on account of employment with another employer.

5.7 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer of the Company or any of its affiliates.

6. Cooperation. Certain matters in which the Executive will be involved during the Employment Term may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Company, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for any reasonable travel and other expenses incurred in connection with cooperation provided under this Section 6.

7. Confidential Information.

7.1 Definition. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence. The foregoing list is not exhaustive, and Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information includes information developed by the Executive in the course of his employment by the Company as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Executive; provided that the disclosure is through no direct or indirect fault of the Executive or person(s) acting on the Executive's behalf.

7.2 Company Creation and Use of Confidential Information. The Company has invested, and continues to invest, substantial time, money, and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings. As a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

7.3 Disclosure and Use Restrictions. The Executive shall: (i) treat all Confidential Information as strictly confidential; (ii) not directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Company acting on behalf of the

Company in each instance (and then, the disclosure shall be made only within the limits and to the extent of his duties or consent); and (iii) not access or use any Confidential Information, and not copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any these documents, records, files, media, or other resources from the premises or control of the Company, except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Company acting on behalf of the Company in each instance (and then, disclosure shall be made only within the limits and to the extent of his duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by law, regulation, or order. The Executive shall promptly provide written notice of any order to the Company. Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, nothing in this Agreement shall limit the Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company.

The Executive's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to the Confidential Information (whether before or after his begins employment by the Company) and shall continue during and after his employment by the Company until the Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

8. Restrictive Covenants.

8.1 Acknowledgement. Executive, acknowledges and agrees that the provisions set forth in this Section 8 are material terms relied upon by all parties to the Contribution and Exchange Agreement, and absent the provisions set forth in this Section 8, the parties to the Contribution and Exchange Agreement would not have executed the Contribution and Exchange Agreement without material modification to that agreement. In view of the reliance placed on the provisions set forth in this Section 8 by the parties to the Contribution and Exchange Agreement, Executive acknowledges and agrees that the restrictive covenants contained in this Section are fair and reasonable. Additionally, the nature of the Executive's position gives him access to and knowledge of Confidential Information and places him in a position of trust and confidence with the Company. The services the Executive provides to the Company are unique, special, or extraordinary. The Company's ability to preserve Confidential Information for the exclusive knowledge and use of the Company and to otherwise preserve the goodwill of the Company is of great competitive importance and commercial value to the Company, and improper use or disclosure by the Executive is likely to result in unfair or unlawful competitive activity.

8.2 Non-Competition.

(a) In order to protect the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Executive, during the Employment Term and for a period equal to the greater of (i) three (3) years from the Termination Date, or (ii) six (6) years from the Effective Date of this Agreement, the Executive shall not engage in Prohibited Activity within the State of Illinois or any other jurisdiction where the Company currently conducts business or may conduct business prior to the expiration of the Employment Term. For purposes of this Section 8, "Prohibited Activity" is activity in which the Executive contributes his knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, employee, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Company. Prohibited Activity also includes activity that may require or inevitably requires disclosure of trade secrets, proprietary information or Confidential Information.

(b) Nothing herein shall prohibit the Executive from purchasing publicly traded securities of any corporation, provided that this ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, the corporation.

(c) This Section 8 does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that those rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by the law, regulation, or order. The Executive shall promptly provide written notice of any order to the Company.

8.3 Non-Solicitation of Employees. The Executive shall not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company during three (3) years, to run consecutively, beginning on the Termination Date; provided, however, that the foregoing provision shall not prohibit solicitations made by the Executive to the general public or the Executive's serving as a reference for any such employee upon request.

8.4 Non-Solicitation of Customers.

(a) Because of the Executive's experience with and relationship to the Company, he will have access to and learn about much or all of the Company's Customer Information. "Customer Information" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer, and comprises Company trade secrets.

(b) The loss of a customer relationship and/or goodwill will cause the Company significant and irreparable harm.

(c) For a period equal to the greater of (i) three (3) years from the Termination Date, or (ii) six (6) years from the Effective Date of this Agreement, the Executive shall not directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact, or meet with the Company's current, former or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company.

8.5 Modification. If at the time of enforcement of the provisions of this Section 8, a court of competent jurisdiction holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by applicable laws.

9. Non-Disparagement. The Executive will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. The Company will cause its officers and managers to refrain from making any defamatory or disparaging remarks, comments, or statements concerning the Executive to any third parties. This Section 9 does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that compliance does not exceed that required by the law, regulation, or order. The Executive shall promptly provide written notice of any order to the Company. In addition, this Section shall not prohibit either party from rebutting claims or statements made by any other person.

10. Acknowledgement. The services to be rendered by the Executive to the Company are of a special and unique character. The Executive will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Executive's employment. The restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of the Company. The amount of the Executive's compensation reflects, in part, his obligations and the Company's rights under Section 7, Section 8 and Section 9. The Executive has no expectation of any additional compensation in his capacity as an employee that are not otherwise referenced herein in connection herewith. The Executive will not be subject to undue hardship by reason of his full compliance with the terms and conditions of Section 7, Section 8 and Section 9 or the Company's enforcement thereof.

11. Remedies. In the event of a breach or threatened breach by the Executive of Section 7, Section 8 or Section 9, the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against the breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

12. Proprietary Rights.

12.1 Work Product.

(a) All right, title, and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Executive individually or jointly with others during the period of his employment by the Company and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by the Executive for the Company (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights in and to US and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, these rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of the Company.

(b) For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information and sales information.

12.2 Work Made for Hire; Assignment. By reason of the Executive's employment by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and the copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

12.3 Further Assurances; Power of Attorney. During and after his employment, the Executive shall reasonably cooperate with the Company to (a) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any of the foregoing documents on the Executive's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in the circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by the Executive's subsequent incapacity.

12.4 No License. This Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to him by the Company.

13. Security.

13.1 Security and Access. The Executive shall (a) comply with all Company security policies and procedures as in force from time to time including those regarding any and all Company facilities, IT resources and communication technologies ("Facilities and Information Technology Resources"); (b) not access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not access or use any Facilities and Information Technology Resources in any manner after the termination of the Executive's employment by the Company, whether termination is voluntary or involuntary. The Executive shall notify the Company promptly if he learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction, or reverse engineering of, or tampering with any Facilities and Information Technology Resources or other Company property or materials by others.

13.2 Exit Obligations. Upon (a) voluntary or involuntary termination of the Executive's employment or (b) the Company's request at any time during the Executive's employment, the Executive shall (i) provide or return to the Company any and all Company property and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Executive, whether they were provided to the Executive by the Company or any of its business associates or created by the Executive in connection with his employment by the Company; and (ii) delete or destroy all copies of any Company documents and materials not returned to the Company that remain in the Executive's possession or control,

including those stored on any non-Company devices, networks, storage locations, and media in the Executive's possession or control; provided, however, the Executive may retain copies of documents relating to any employee benefit plans applicable to the Executive and income records to the extent necessary for the Executive to prepare the Executive's individual tax returns or any records pertinent to any disputed termination of this Agreement or any claim for indemnification from the Company.

14. Governing Law; Consent to Jurisdiction. This Agreement is entered into in Chicago, Illinois and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to conflict of law principles that would result in the application of any law other than the law of the State of Illinois. Each party acknowledges and consents to the personal jurisdiction of the State and Federal courts in the State of Illinois with respect to any action or proceeding arising out of or in connection with any provision of this Agreement.

15. Arbitration. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall be subject to arbitration to be held in Chicago, Illinois in accordance with the Commercial Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. The dispute will be decided by a single neutral arbitrator to be mutually agreed upon by the parties from JAMS' panel of arbitrators. The arbitrator may grant injunctions or other relief in the dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This provision is governed by the Federal Arbitration Act.

16. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. This Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

17. Modification and Waiver. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Executive and by the Company. No waiver by either of the parties of any breach by the other party of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable that term or provision in any other jurisdiction. On a determination that any term or other provision

is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Section 409A.

21.1 General Compliance. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

21.2 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

(a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

22. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assignee (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company, or to P10 Industries, Inc. or any of its wholly owned subsidiaries. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

23. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Communications must be sent to the respective parties at the following addresses (or at any other address for a party as shall be specified in a notice given in accordance with this Section 23):

If to the Company:	RCP Advisors 3, LLC 100 North Riverside Plaza, Suite 2400 Chicago, Illinois 60606 E-mail: nblatherwick@rcpadvisors.com Attention: Nell Blatherwick
If to the Executive:	[●] E-mail: jgehl@rcpadvisors.com

24. Representations of the Executive. The Executive represents and warrants to the Company that (a) the Executive's acceptance of employment with the Company and the performance of his duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement or understanding to which he is a party or is otherwise bound, and (b) the acceptance of employment with the Company and the performance of his duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer.

25. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

26. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties shall survive expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

27. Acknowledgement of Full Understanding. THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the date first above written.

COMPANY:

RCP ADVISORS 3, LLC

By: /s/ William F. Souder
Name: William F. Souder
Title: President

EXECUTIVE:

/s/ Jeff P. Gehl
Jeff P. Gehl

Exhibit 10.13

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to that certain employment agreement made and entered into by and between Jeff P. Gehl (the "Executive") and RCP Advisors 3, LLC, a Delaware limited liability company ("RCP") effective as of January 1, 2018 (the "Employment Agreement") shall be effective as of January 1, 2021 (the "Effective Date").

WHEREAS, RCP employs the Executive on the terms and conditions set forth in the Employment Agreement;

WHEREAS, P10 Holdings, Inc. (previously named P10 Industries, Inc.) ("P10") previously acquired all of the issued and outstanding membership interests and all associated goodwill in RCP from the Executive and other parties;

WHEREAS, P10 desires to transfer the Executive's employment from RCP to P10 and have the Executive serve as P10's Head of Marketing and Distribution while continuing to perform for RCP the duties set forth in the Employment Agreement;

WHEREAS, the Executive and RCP desire to add P10 as a party to the Employment Agreement;

WHEREAS, P10 desires to be added as a party to the Employment Agreement; and

WHEREAS, paragraph 17 of the Employment Agreement provides that the Employment Agreement may be amended or modified if mutually agreed to in writing by the Executive and the Company.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the Executive, RCP and P10 agree that the provisions of the Employment Agreement identified below shall be modified as shown below.

The following sentence is added to the end of the introductory paragraph:

> Effective as of January 1, 2021 (the "Amendment Date"), P10 Holdings, Inc., a Delaware corporation previously named P10 Industries, Inc. ("P10"), has been added as a party to this Agreement. On and after the Amendment Date, any reference to the "Company" herein shall mean both RCP Advisors 3, LLC ("RCP") and P10 unless otherwise provided.

Section 2 is deleted in its entirety and replaced with the following:

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Head of Marketing and Distribution for P10 and shall remain the Managing Partner and Vice President of RCP, serving on each of RCP's and P10's Board of Managers. In those positions, the Executive shall perform the duties set forth in Section 2.2 hereof.

2.2 Duties. During the Employment Term, the Executive shall perform his duties as Head of Marketing and Distribution for P10 and Managing Partner and Vice President of RCP on behalf of the Company and shall not engage in any other business, profession, or occupation for compensation or otherwise that would conflict or interfere with the performance of those services either directly or indirectly without the prior written consent of P10. The Executive agrees that he will devote all necessary business time, attention,

and energies, as well as the Executive's best talents and abilities to the business of the Company, in accordance with the Company's instructions and directions. Notwithstanding the foregoing, and subject to Section 8, so long as there are no conflicts of interest between the Executive's activities and the Company's business, the Executive will be permitted to (a) with the prior written consent of P10 (which consent can be withheld by P10 in its discretion) act or serve as a director, trustee, committee member, or principal of any type of business, civic, or charitable organization, and (b) purchase publicly traded securities of any corporation; provided that the ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, the corporation; provided further that the activities described in clauses (a) and (b) do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 2.

Section 3 is deleted in its entirety and replaced with the following:

3. Place of Performance. The principal place of the Executive's employment shall be P10's principal executive office or any assigned satellite office of P10 and RCP as applicable; provided that, the Executive may be required to travel on Company business during the Employment Term.

Section 4.1(a) is deleted in its entirety and is replaced with the following:

4. Compensation.

4.1 Base Salary; Incentive Compensation.

(a) Beginning January 1, 2021, P10 shall pay the Executive an annual rate of base salary of $600,000 in periodic installments in accordance with P10's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. P10 may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "Base Salary."

Section 4.3 is deleted in its entirety and is replaced with the following:

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of P10, and to the extent P10 provides similar benefits or perquisites (or both) to similarly situated executives of P10.

Section 4.4 is deleted in its entirety and is replaced with the following:

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by P10, as in effect from time to time (collectively, "Employee Benefit Plans"), to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. P10 reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of the Employee Benefit Plan and applicable law.

The introductory paragraph of Section 5 is deleted in its entirety and is replaced with the following:

5. Termination of Employment. The Executive's employment hereunder may be terminated by the Company only for Cause (as defined below) or by the Executive for Good Reason (as defined below). For all purposes of this Agreement, including but not limited to this Section 5, the Executive's employment shall only be considered terminated if such termination is effective with respect to all positions with the Company and any affiliates thereof. For the avoidance of doubt, termination of employment solely from RCP or solely from P10 shall not be considered a termination of employment.

Section 5.1 is deleted in its entirety and is replaced with the following:

5.1 Non-Renewal of the Employment Term; Termination for Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated upon either the Company's or the Executive's failure to renew the Agreement in accordance with Section 1, by the Company for Cause or by the Executive without Good Reason, in which case the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid on the Termination Date (as defined below);

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with P10's expense reimbursement policy; and

(iii) the employee benefits (including equity compensation), if any, to which the Executive may be entitled under P10's employee benefit plans as of the Termination Date, which benefits shall be provided in accordance with the terms of such plans; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "Accrued Amounts."

(b) For purposes of this Agreement, "Cause" means any of the following; provided, however, that actions described in subsections (i), (ii), (vi),(vii), (viii), and (ix) shall constitute Cause thirty (30) days following written notice to the Executive unless Executive cures such action to the satisfaction of P10 as determined in P10's sole discretion:

(i) the Executive's persistent failure to perform his duties (other than any failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's failure to comply with any valid and legal directive of the Company;

(iii) the Executive's engagement in dishonesty, illegal conduct, or misconduct, which is, in each case, injurious to the Company or its affiliates;

(iv) the Executive's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's violation of a material policy of the Company;

(vii) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);

(viii) the Executive's material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or

(ix) any material failure by the Executive to comply with the Company's written policies or rules, as they may be in effect from time to time during the Employment Term.

(c) For purposes of this Agreement, "Good Reason" means the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

(i) a material reduction in (1) the Executive's Base Salary, other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions, or (2) Executive's participation in other material benefits, including stock options in P10, carried interests, and other incentive compensation, based on the historic practices of the Company;

(ii) any material breach by the Company of any material provision of this Agreement;

(iii) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where the assumption occurs by operation of law; or

(iv) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law).

(v) a permanent relocation of the Executive's principal place of employment by more than one hundred (100) miles from the location set forth in Section 3;

The Executive cannot terminate his employment for Good Reason unless he has provided written notice to P10 of the existence of the circumstances providing grounds for termination for Good Reason within sixty (60) days of the initial existence of the grounds and P10 has had at least one hundred twenty (120) days from the date on which the notice is provided to cure the circumstances. If the Executive does not terminate his employment for Good Reason within one hundred eighty (180) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to those grounds.

Section 5.3 is deleted in its entirety and is replaced with the following:

5.3 Death or Disability.

(c) For purposes of this Agreement, "Disability" means the Executive's inability, due to physical or mental incapacity, to perform the essential functions of his job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty five (365) day period or one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and P10 cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and P10. If the Executive and P10 cannot agree as to a qualified independent physician, each shall appoint a physician and those two physicians shall select a third who shall make the determination in writing. The determination of Disability made in writing to P10 and the Executive shall be final and conclusive for all purposes of this Agreement. The date of such writing shall be the date of determination for purposes of Section 5.5(b).

Section 5.5 is deleted in its entirety and is replaced with the following:

5.5 Termination Date. The Executive's "Termination Date" shall be:

(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If P10 terminates the Executive's employment hereunder for Cause, the date that is thirty (30) days after the Notice of Termination is delivered to the Executive unless the Executive cures the action constituting "Cause" to P10's reasonable satisfaction during such thirty (30) day period;

(d) If P10 terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered;

(e) If the Executive terminates his employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less than 60 days following the date on which the Notice of Termination is delivered; and

(f) If the Executive's employment hereunder terminates because either party provides notice of non-renewal pursuant to Section 1, the Renewal Date immediately following the date on which the applicable party delivers notice of non-renewal.

Section 7.3 is deleted in its entirety and is replaced with the following:

7.3 Disclosure and Use Restrictions. During the course of the Executive's employment or engagement and at all times thereafter, the Executive acknowledges, covenants, and agrees not to use or disclose any Confidential Information except as reasonably necessary to perform his or her duties and responsibilities for the Company and/or its affiliates. The Executive further acknowledges, covenants, and agrees that the Executive shall maintain, at all times, all Confidential Information in a confidential manner and protect it from disclosure, orally or otherwise, to any Person, and shall take reasonable measures to ensure that the Confidential Information is, at all times, both during and after the Employment Term, maintained in a confidential manner. If, at any time, the Executive is required by law or regulation to produce any of the Company's and its Affiliates' Confidential Information to any third party, the request shall be forwarded to the Company and the production of such Confidential Information, if any, shall be approved and supervised by the Company's attorneys. For purposes of illustration and not by way of limitation, violations of this Section 7.3 can occur as a result of: (a) forwarding Confidential Information to personal e-mail accounts, (b) failing to encrypt Confidential Information prior to electronically transmitting such Confidential Information, and/or (c) storing Confidential Information on a device not owned by the Company.

The Executive's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to the Confidential Information (whether before or after his begins employment by the Company) and shall continue during and after his employment by the Company until the Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

Section 8 is deleted in its entirety and is replaced with the following:

8. Restrictive Covenants.

8.1 Acknowledgement. Executive, acknowledges and agrees that the provisions set forth in this Section 8 are material terms to this Agreement and are fair and reasonable. Additionally, the nature of the Executive's position gives him access to and knowledge of Confidential Information and places him in a position of trust and confidence with the Company. The services the Executive provides to the Company are unique, special, or extraordinary. The Company's ability to preserve Confidential Information for the exclusive knowledge and use of the Company and to otherwise preserve the goodwill of the Company is of great competitive importance and commercial value to the Company, and improper use or disclosure by the Executive is likely to result in unfair or unlawful competitive activity.

8.2 Non-Solicitation; Non-Interference. In order to protect the Company's and its affiliates' confidential interest in their Confidential Information, the Executive acknowledges, covenants, and agrees, as an express condition of this Agreement with the Company, that during the Employment Term and for a period of twelve (12) months following the Date of Termination, the Executive shall not, directly or indirectly, either for himself or for any other Person: (i) use any Confidential Information of the Company, including any non-public information regarding the skills, ability or compensation of other the Company's and its affiliates' employees, to solicit or attempt to solicit any employee of the Company to work for a different entity, or at any time unlawfully disrupt, damage, impair or interfere with the Company by raiding its work staff or unlawfully enticing or encouraging any employee to terminate their relationship with the Company; or (ii) use any trade secrets or Confidential Information of the Company to solicit, divert or attempt to solicit or divert from the Company the business or patronage of any of the clients, customers or accounts of the Company, or at any time unlawfully interfere with the relationship between the Company and any of its clients or customers in unfair competition against the Company. However, nothing in this Section 8.2 shall limit or reduce the Executive's obligation to protect at all times the Confidential Information of the Company as set forth in Sections 7.1 and 7.3 hereof.

8.3 Blue Pencil. If any court of competent jurisdiction shall at any time deem the term of any particular restrictive covenant contained in Section 7, Section 8, or Section 9 too lengthy or the geographic area covered too extensive, the other provisions of Sections 7, Section 8 or Section 9 shall nevertheless stand, the term shall be deemed to be the longest period permissible by law under the circumstances and the geographic area covered shall be deemed to comprise the largest territory permissible by law under the circumstances. The court in each case shall reduce the term and/or geographic area covered to a permissible duration or sizes.

Section 9 is deleted in its entirety and is replaced with the following:

9. Non-disparagement. The Executive will not in any way make any negative, disparaging, derogatory, or harmful comments about the Company, its Affiliates, or their respective members, managers, officers, or employees to any third party. For the avoidance of doubt, if the Executive determines in good faith that the Executive should not comment in response to a particular question from a third party, such failure to comment shall not constitute a negative, disparaging, derogatory, or harmful comment. However, nothing in this Section 9 shall limit or restrict the Executive from making any truthful statements which are permitted or required to be made in connection with any appearance before a court or governmental agency or regulatory body.

Section 14 is deleted in its entirety and is replaced with the following:

14. Governing Law; Consent to Jurisdiction. This Agreement is entered into in Dallas, Texas and shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of law principles that would result in the application of any law other than the law of the State of Texas. Each party acknowledges and consents to the personal jurisdiction of the State and Federal courts in the State of Texas with respect to any action or proceeding arising out of or in connection with any provision of this Agreement.

Section 15 is deleted in its entirety and is replaced with the following:

15. Arbitration. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall be subject to arbitration to be held in Dallas, Texas in accordance with the Commercial Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. The dispute will be decided by a single neutral arbitrator to be mutually agreed upon by the parties from JAMS' panel of arbitrators. The arbitrator may grant injunctions or other relief in the dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This provision is governed by the Federal Arbitration Act.

Section 17 is deleted in its entirety and is replaced with the following:

17. Modification and Waiver. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Executive and by P10. No waiver by either of the parties of any breach by the other party of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 22 is deleted in its entirety and is replaced with the following:

22. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assignee (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company or any of its wholly owned subsidiaries. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

Section 23 is deleted in its entirety and is replaced with the following:

23. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Communications must be sent to the respective parties at the following addresses (or at any other address for a party as shall be specified in a notice given in accordance with this Section 23):

If to the Company: P10 Holdings, Inc.
4514 Cole Avenue, Suite 1610
Dallas, Texas 75205
Attention: Amanda Coussens

If to the Executive:
[●]
E-mail: jgehl@rcpadvisors.com

Section 25 is deleted in its entirety and is replaced with the following:

25. Withholding. P10 shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for P10 to satisfy any withholding tax obligation it may have under any applicable law or regulation.

In all other respects, the Employment Agreement shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Amendment as of the date first above written.

RCP ADVISORS 3, LLC

By: /s/ William F. Souder
Name: William F. Souder
Title: Senior Manager, President and Chief Executive Officer

P10 HOLDINGS, INC.

By: /s/ Robert Alpert
Name: Robert Alpert
Title: Co-Chief Executive Officer

EXECUTIVE:

/s/ Jeff P. Gehl
Jeff P. Gehl

Exhibit 10.14

Five Points Capital, Inc.
101 N Cherry St #700
Winston-Salem, NC 27101

January 16, 2020

P10 Intermediate Holdings LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225

Re: Sale and Purchase of Five Points Capital, Inc.

Ladies and Gentlemen:

This letter agreement (this "Letter Agreement") confirms the agreement by and among: (i) P10 Intermediate Holdings LLC, a Delaware limited liability company (the "Buyer"), (ii) Five Points Capital, Inc., a North Carolina S corporation (the "Company"), (iii) David G. Townsend in his individual capacity and as Trustee of the David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004, (iv) Martin P. Gilmore in his individual capacity and as Trustee of the Martin Paul Gilmore 2008 Revocable Trust dated March 17, 2008, (v) Thomas H. Westbrook and (vi) Christopher N. Jones (each of (iii)–(vi) is referred to herein as a "Seller" and, collectively, as the "Sellers"), and (vii) each signatory identified as a "GP Entity" on the signature pages hereto (each referred to herein as a "GP Entity" and, collectively, as the "GP Entities") to address certain issues presented by the Seller's sale of the Company to the Buyer (the "Acquisition") pursuant to that certain Sale and Purchase Agreement dated as of January 16, 2020, by and among the Company, the Sellers, the Buyer, the Seller Representative and the Guarantor (the "Purchase Agreement"). The GP Entities and the Sellers are collectively referred to herein as the "FP Parties" and, each individually, as an "FP Party." Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In connection with the Acquisition and the respective covenants and agreements contained in this Letter Agreement, the parties hereby agree as follows:

1. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the FP Parties as follows:

(a) *Capacity.* The Buyer has all requisite power, authority and legal capacity to enter into this Letter Agreement and to carry out its obligations hereunder. This Letter Agreement has been duly executed by the Buyer and constitutes its valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) *No Conflict or Violation*. Neither the execution and delivery of this Letter Agreement nor the consummation of the transactions provided herein will violate or conflict with in any material respect any agreement to which Buyer is a party or by which it is bound, any applicable law, regulation, order or any applicable provision of the organizational documents of the Buyer.

(c) *Consents and Approvals*. No consent, notice, waiver, authorization or approval (a "Consent") of any Person is required in connection with the execution and delivery of this Letter Agreement by the Buyer, the performance by Buyer of its obligations hereunder or the transactions contemplated hereby.

2. Representations and Warranties of the Sellers. Each Seller, severally and with respect to himself only, hereby represents and warrants to the Buyer as follows:

(a) *Capacity*. Such Seller has all requisite power, authority and legal capacity to enter into this Letter Agreement and to carry out his obligations hereunder. This Letter Agreement has been duly executed by such Seller and constitutes his valid and binding obligation, enforceable against him in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) *No Conflict or Violation*. Neither the execution and delivery of this Letter Agreement nor the consummation of the transactions provided herein will violate or conflict with in any material respect any agreement to which such Seller is a party or by which he is bound, any applicable law, regulation, order or, if an entity, any applicable provision of the organizational documents of the such Seller.

(c) *Consents and Approvals*. No Consent of any Person is required in connection with the execution and delivery of this Letter Agreement by such Seller, the performance by such Seller of his obligations hereunder or the transactions contemplated hereby.

3. Representations and Warranties of the GP Entities. Each GP Entity, severally and with respect to itself only, hereby represents and warrants to the Buyer as follows:

(a) *Capacity*. Such GP Entity has all requisite power, authority and legal capacity to enter into this Letter Agreement and to carry out its obligations hereunder. This Letter Agreement has been duly executed by such GP Entity and constitutes its valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) *No Conflict or Violation*. Neither the execution and delivery of this Letter Agreement nor the consummation of the transactions provided herein will violate or conflict with in any material respect any agreement to which such GP Entity is a party or by which it is bound, any applicable law, regulation, order or any applicable provision of the organizational documents of the such GP Entity.

(c) *Consents and Approvals*. No Consent of any Person is required in connection with the execution and delivery of this Letter Agreement by such GP Entity, the performance by such GP Entity of its obligations hereunder or the transactions contemplated hereby.

(d) *GP Entity Capitalization and Governance*. As of the date of this Letter Agreement, (i) Schedule 3(d)(i) sets forth the name of each record and legal owner of the issued and outstanding equity interests of each GP Entity, the type of interest held by such owner and the respective percentage interest held by such owner in the GP Entity and (ii) each of the undersigned Sellers is either (or is affiliated with) a managing member, general partner, shareholder, director, manager, officer, trustee, employee, and/or other person with similar authorities or functions to any of the foregoing titles (each, a "Control Person") of each GP Entity. For the avoidance of doubt, the Buyer acknowledges and agrees that no undersigned Seller shall be considered a Control Person with respect to a GP Entity from and after the date such Seller becomes a "retired" or "inactive" partner, member, shareholder or other equity-owner under the organizational documents of such GP Entity, which shall automatically be deemed to occur upon such Seller's final date of employement with the Buyer or any of its affiliates. There is no current agreement or present intention to (x) transfer, issue or redeem any equity interests of any GP Entity, or (y) elect, appoint, retain, hire or remove any Control Person of any GP Entity, except pursuant to or as contemplated by the Purchase Agreement. Except as set forth on Schedule 4(a)(i) hereof, there are no agreements to which the Company, any FP Fund or any GP Entity is bound which contain obligations related to the payment of management or investment advisory fees to the Company.

4. Covenants of the Sellers. As an inducement to the Buyer to enter into the Purchase Agreement and to carry out the transactions contemplated thereby, including the Acquisition, each of the Sellers agrees to comply with the following covenants:

(a) *Assignment, Transfer, Suspension or Early Termination of any Management or Advisory Agreement*. Such Seller shall not Knowingly take any action within his control or Knowingly fail to act in a manner within his control, without the prior written consent of the Buyer, if such action or failure to act (i) directly or indirectly amends, modifies, waives, assigns, transfers, suspends, fails to renew or extend the term of, or terminates any agreement listed on Schedule 4(a)(i) or Schedule 4(a)(ii) hereof (including, for the avoidance of doubt, each Investment Contract) *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in the reduction of management or investment advisory fees payable to the Company under the agreements referred to in clause (i) of this Section 4(a) (a "Management Fee Reduction"). "Knowingly" shall mean, with respect to the subject Person, (i) as it relates to taking any action, such Person takes the action with actual knowledge following due inquiry that such action would reasonably result in the specified conduct and (ii) as it relates to failing to act, such Person intentionally fails to act with actual knowledge that such failure would reasonably result in the specified conduct.

(b) *Suspension, Reduction, Waiver or other Modification of Management Fees*. Such Seller shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act (i) directly or indirectly reduces, amends, modifies, waives, assigns, transfers, suspends or terminates the payment (whether direct or indirect) of management or investment advisory fees otherwise payable to the Company by any FP Fund *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in a Management Fee Reduction.

(c) *Actions Resulting in the Removal of a GP Entity or the Conversion of its Interest.* Such Seller shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act results in (i) the removal of any GP Entity from such role (or similar cessation of control, including as a result of the conversion of the GP Entity's interest in the FP Fund to a non-general partner interest) under the governing documents of the applicable FP Fund *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in a Management Fee Reduction.

(d) *Suspension or Early Termination of a Fund's Investment/Commitment Period or Early Termination or Dissolution of a Fund*. Such Seller shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act (i) directly or indirectly (A) amends, modifies, waives, suspends, fails to extend (to the extent it may be extended unilaterally by the applicable GP Entity) or terminates early any FP Fund's investment period, commitment period or similar period whereby the investors in such FP Fund are obligated, upon notice from the applicable GP Entity, to make capital contributions for investment purposes, or (B) fails to renew or extend the term (to the extent it may be extended unilaterally by the applicable GP Entity), or causes the early liquidation, winding up, termination or dissolution, of any FP Fund *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in a Management Fee Reduction.

(e) *Governance Matters*. Except as contemplated by the Purchase Agreement, such Seller shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act results in (i) the election, appointment, retention or hiring of any new Control Person of any GP Entity (whether such Control Person is to increase the number of Control Persons, to fill a vacancy created by the removal or resignation of any existing Control Person or otherwise) *or* (ii) (A) the assignment, sale, transfer, pledge, hypothecation or other disposition ("Transfer") of any of the control attributes of such Seller's interest in a GP Entity (as opposed to any of the economic attributes of any such interest, it being understood that such Seller may Transfer all or any part of such economic attributes if such Transfer is in compliance with the organizational agreement of the applicable GP Entity) or (B) cause a GP Entity to issue new partnership or membership, preferred, debt, equity, profits or other interests to any Person other than such GP Entity's existing equity owners and their respective affiliates, it being understood that (1) the Buyer may require any direct recipient of such interests to enter into a joinder to this Letter Agreement as a condition to the Buyer providing its consent if and to the extent required hereunder and (2) dilution or accretion affecting any GP Entity interest's total share in the unfunded capital commitment obligations owed by or carried interest payable to a GP Entity and occurring pursuant to such GP Entity's organizational documents shall not be governed by this Section 4(e).

(f) *Notice*. In the event that any Seller becomes aware of any act or failure to act by any Seller (including himself) that such Seller believes would, or would reasonably be expected to, result in a Management Fee Reduction or breach of any of the covenants set forth in Section 4 hereof, such Seller shall promptly notify the Buyer of such breach or potential breach. Such notice shall be in writing and shall specify the nature of such breach or potential breach in reasonable detail.

5. Covenants of the Buyer. As an inducement to each Seller to enter into this Letter Agreement and carry out the matters contemplated hereby, the Buyer agrees as follows:

(a) *Applicable Law; Organizational Documents; Buyer Actions; Right to Cure*. No Seller shall be in breach of Section 4 (A) for taking any action or failing to act as is necessary to comply with (i) any Applicable Law that applies to any Seller, Buyer, the Company, any FP Fund or any GP Entity, (ii) the organizational documents of any FP Fund or GP Entity, or (iii) a duly authorized written request of the Buyer or its Control Persons, (B) for taking any action or failing to act in connection with the managing of investments or the disposition of assets of an FP Fund, or (C) to the extent such breach is reasonably capable of being cured, if such Seller cures the breach, within ten (10) Business Days from the date of receiving notice of such breach pursuant Section 4(g) or Section 5(d); provided, however, before any Seller may rely upon clause (A)(i) or (A)(ii) of this Section 5(a), such Seller shall first have been advised by counsel that its intended action or inaction is necessary to comply with (x) any Applicable Law that applies to any Seller, Buyer, the Company, any FP Fund or any GP Entity or (y) the organizational documents of any FP Fund or GP Entity and, in each case, shall have provided Buyer with notice, which notice shall contain in reasonable detail the legal conclusions justifying such action or inaction, that it intends to take such action or inaction, unless such notice would be prohibited by Applicable Law. At any time prior to any Seller taking any action or failing to take any action, such Seller may notify Buyer in writing of its intended action or inaction and request the consent of Buyer with respect thereto. In the event the Buyer provides written notice to the Seller approving such action or inaction, the Seller shall be deemed to be acting pursuant to a duly authorized written request of the Buyer or its Control Persons pursuant to clause (A)(iii) of this Section 5(a) if the Seller acts or fails to act in accordance with the Buyer's instructions, if any, accompanying its approval.

(b) *Management Fee Reductions*. No written pre-arranged or pre-determined reduction in management fees payable by an FP Fund under its organizational documents in effect as of the date hereof (including but not limited to, a management fee "step-down" or expiration date or management fee "offset" provision) shall be deemed to be a Management Fee Reduction for purposes of this Letter Agreement.

(c) *GP Entity Carried Interest*. The Buyer shall not, and shall cause its affiliates not to, except as is necessary to comply with applicable law or absent the prior written consent of the affected Seller, Knowingly take any action or Knowingly fail to act under the organizational documents of any GP Entity or FP Fund that results in the dilution, reduction or forfeiture of carried interest granted to such Seller (or its affiliate), whether such carry is vested or unvested or whether such action (or failure to act) is permissible under the applicable organizational documents. The Buyer further agrees that any action taken by it or its affiliates in violation of this Section 5(c) shall be null and *void ab initio*. For clarity, it is acknowledged and agreed by the Buyer that any breach by a Seller of his Employment Agreement with the Buyer, executed concurrently herewith (the "Employment Agreement"), or Seller's termination of employment with the Buyer for any or no reason under any circumstance, shall not permit the Buyer or its affiliates to dilute, reduce or forfeit such Seller's (or his Affiliate's) right to receive from any GP Entity carried interest granted to him (or his affiliate) on or before the date hereof

pursuant to such GP Entity's organizational documents. By way of example and not in limitation of the foregoing, any action taken by a Seller that results in a termination for "Cause" (as defined in the Employment Agreement) shall not, under any circumstance, permit the Buyer or its affiliates to take any action under the organizational documents of any GP Entity that dilutes, reduces or forfeits such Seller's (or his Affiliate's) right to receive carried interest thereunder. Further, it is acknowledged and agreed that any restrictive covenant contained in the organizational documents of a GP Entity (e.g., non-solicit, disparagement, confidentiality, non-hire and/or non-competition clause) shall, upon the execution of this Letter Agreement by the parties hereto, be null, void and without further effect to the Sellers (and their affiliates) in their capacities as partners, members or shareholders of any GP Entity. To the maximum extent permitted by law and the applicable organizational document of the applicable GP Entity, this Letter Agreement shall be deemed a valid and duly-adopted amendment to any organizational document of a GP Entity containing a restrictive covenant described in the previous sentence. It is acknowledged and agreed by the Buyer that the purpose of this Section 5(c) is to at all times restrict and prohibit the Buyer and its affiliates from taking any action that dilutes, reduces or forfeits a Seller's (or his affiliate's) right to receive carried interest from a GP Entity, regardless of whether the Buyer or any of its affiliates have the direct or indirect right to do so under the organizational documents of any GP Entity now or in the future. Notwithstanding Section 6 or any other provision of this Letter Agreement to the contrary, this Section 5(c) shall apply whether the GP Entities are controlled by Sellers or otherwise, and survive the termination of this Letter Agreement and remain in effect until each GP Entity has issued final financial statements following its final liquidating distribution or such Seller has agreed to a waiver, amendment or modification of this Section 5(c). Notwithstanding the foregoing, nothing in this Letter Agreement shall amend, modify or waive any Seller's or its affiliate's "clawback," "giveback," or similar return obligations of such Person under the organizational documents of any GP Entity or FP Fund, or any right of any Person to enforce such obligations.

(d) *Notices.* In the event that the Buyer becomes aware of any act or failure to act by any Seller that Buyer believes would, or would reasonably be expected to, result in a Management Fee Reduction or breach of any of the covenants set forth in Section 4 hereof, the Buyer shall promptly notify the Sellers of such breach or potential breach. Such notice shall be in writing and shall specify the nature of such breach or potential breach in reasonable detail.

6. Effective Date and Termination.

(a) The terms and provisions of this Letter Agreement shall be effective as of the Closing Date. If the Closing does not occur pursuant to the terms of the Purchase Agreement, this Agreement will terminate concurrently with the termination of the Purchase Agreement.

(b) If not terminated pursuant to Section 6(a), then subject to Section 5(c) and Section 7, this Letter Agreement shall continue in full force and effect until the earliest of: (i) the sixth (6th) anniversary of the date hereof, and (ii) the mutual written agreement of the Buyer and the Sellers to terminate this Letter Agreement.

7. Indemnity. Each Seller, jointly and severally, hereby agrees to defend, indemnify and hold harmless the Buyer, its subsidiaries, affiliates, principals, members, partners, directors, officers, employees or agents (each a "Buyer Indemnitee") against any liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including legal fees and awarded damages) incurred by reason of (i) any breach or threatened breach by a Seller of Section 4 of this Letter Agreement; and/or (ii) any inaccuracy in or breach of any of the representations or warranties of such Seller contained in Section 2 of this Letter Agreement; provided, however, that no Buyer Indemnitee shall be so indemnified with respect to any matter resulting from the gross negligence, willful misconduct, fraud, bad faith, material breach of this Letter Agreement by a Buyer Indemnitee or material breach of the Purchase Agreement by a Buyer Indemnitee. The parties hereto agree that the obligations of the Sellers pursuant to this Section 7 shall be subject to the provisions of Section 9(i) below. No Seller shall be liable for breach of this Agreement unless a claim of such breach is made within one (1) year of the termination of this Agreement. In no event shall any Seller be liable to the Buyer Indemnitees or any other Person for breach of this Agreement in an amount in excess of such Seller's Default Cap. For purposes hereof, the "Default Cap" of a Seller shall equal the aggregate value of: (i) such Seller's Seller Percentage of the Final Closing Amount, and (ii) the number of Series A Preferred Units issued to such person pursuant to the Purchase Agreement, valued at $3.00 per unit. Any amount due and owing by the Sellers for breach of this Letter Agreement shall be payable by (i) the forfeiture of such Series A Preferred Units or shares of common stock of P10 Holdings, Inc. ("P10 Shares") issued to such person as a result of the exchange of such Series A Preferred Units, as applicable, valued at $3.00 per Series A Preferred Unit or P10 Share (equitably adjusted to give effect to any stock or unit split, or exchange at other than a 1 to 1 basis), (ii) cash, or (iii) a combination of the foregoing, in such Seller's sole discretion.

8. Power of Attorney.

(a) Each Seller agrees to execute such instruments, documents, and papers as the Buyer deems in good faith to be reasonably necessary to carry out the intent of this Letter Agreement, including taking any lawfully permitted acts necessary to enforce the covenants set forth in Section 4. Each Seller, by the execution of this Letter Agreement or by agreeing in writing to be bound by the provisions of this Letter Agreement, irrevocably constitutes and appoints the Buyer and/or any affiliated Person designated by the Buyer to act on its behalf for purposes of this Section 8 its true and lawful attorney-in-fact with full power and authority in its name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Letter Agreement including, for the avoidance of doubt, any constitutive documents of the GP Entities, any management or advisory agreements that benefit the Company and any applications, submissions, consents or other agreements with the SBA; provided, however, the Buyer agrees (and shall cause any affiliated person designated to act on its behalf pursuant to this Section 8 to agree) to (i) exercise the power of attorney granted hereunder by each Seller only upon (A) the non-performance by such Seller of its obligations under this Letter Agreement, (B) the breach of such obligations by such Seller or (C) the threatened breach of such obligations by such Seller, and (ii) provide at least two (2) days' advanced written notice to each Seller on behalf of whom the this power of attorney will be exercised.

(b) The appointment by each Seller of the Buyer and/or any affiliated Person designated by the Buyer as its attorney-in-fact: (i) shall be deemed to be an irrevocable power coupled with an interest, in recognition of the fact that the Buyer would not have entered into the Purchase Agreement without the parties hereto entering into this Letter Agreement, (ii) shall

survive and shall not be affected by the subsequent disability, incapacity, bankruptcy, dissolution, death, adjudication of incompetence or insanity of any Seller giving such power, (iii) shall survive the consummation of the transactions contemplated by this Letter Agreement, and (iv) shall be binding upon the successors, assigns, heirs, executors, administrators, legal representatives and beneficiaries, as applicable, of each of the Sellers.

9. Miscellaneous.

(a) *Successors and Assigns*. Except as otherwise provided in this Letter Agreement, no FP Party shall assign this Letter Agreement or any rights or obligations hereunder without the prior written consent of the Buyer and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Letter Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

(b) *Governing Law, Jurisdiction; Forum*. This Letter Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of, the State of New York, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Letter Agreement, and consent to the jurisdiction of, the courts of the County of New York, State of New York or the United States of America for the Southern District of New York. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to such jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(c) *Severability*. In the event that any part of this Letter Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Letter Agreement shall remain in full force and effect.

(d) *Notices*. All notices, requests, demands and other communications under this Letter Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day of transmission if sent via electronic mail transmission to the electronic mail address given below, and telephonic or electronic mail confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to any FP Party:

To each Seller

c/o Five Points Capital, Inc.
101 N Cherry St #700
Winston-Salem, NC 27101
E-mail: dtownsend@fivepointscapital.com

If to the Buyer:

8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attention: C. Clark Webb and William F. Souder, Jr.
Email: ccw@210capital.com and fsouder@rcpadvisors.com

Any party may change its address for the purpose of this Section 9(d) by giving the other party written notice of its new address in the manner set forth above.

(e) *Amendments; Waivers*. This Letter Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Buyer and each of the Sellers, or in the case of a waiver, by any party, as applicable, waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Letter Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Letter Agreement.

(f) *Entire Agreement*. This Letter Agreement contains the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

(g) *Section and Paragraph Headings*. The Section and paragraph headings in this Letter Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Letter Agreement.

(h) *Counterparts*. This Letter Agreement may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The execution and delivery of this Letter Agreement may occur by facsimile or by email in portable document format (PDF), and facsimile or PDF signatures or copies of signatures shall have the full force and effect of the original signatures.

(i) *Specific Enforcement; Liquidated Damages*.

(i) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Letter Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged and agreed that the parties hereto shall be entitled to seek injunctive relief, without proof of actual damages, including an injunction or injunctions or orders for

specific performance to prevent breaches of this Letter Agreement and to enforce specifically the terms and provisions of this Letter Agreement, in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach or threatened breach. Each party hereto further agrees that no other party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9(i), and each party hereto (a) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (b) agrees to cooperate fully in any attempt by the other party or parties in obtaining such equitable relief. For the avoidance of doubt, in no event shall the exercise of the Buyer's and the Company's right to specific performance pursuant to this Section 9(i)(i) reduce, restrict or otherwise limit the Buyer's right to pursue the Default Remedy (as defined below).

(ii) The parties hereto acknowledge that the agreements contained in Section 4 are an integral part of the transactions contemplated by the Purchase Agreement, and that, without these agreements, the Company, the Sellers, the Buyer, the Seller Representative and the Guarantor would not otherwise enter into the Purchase Agreement. The Buyer, the Company, the Sellers and the GP Entities acknowledge and agree that they have expressly negotiated this provision, and that such parties have agreed that in light of the circumstances existing at the time of the execution of this Letter Agreement (including the inability of the parties to quantify the damages that may be suffered by the Buyer and the Company), this provision is reasonable, that the Default Remedy represents a good faith, fair estimate of the damages that the Buyer and the Company would suffer as a result of a breach by any FP Party of Section 4 and that the Default Remedy shall occur and be payable upon such a breach as liquidated damages (and not as a penalty) without requiring the Buyer or the Company or any other Person to prove actual damages. In the event of litigation regarding breach or threatened breach of this Letter Agreement, the non-prevailing party in such litigation shall reimburse the prevailing party for all costs and expenses incurred or accrued by it (including reasonable fees and expenses of counsel) in connection therewith.

(iii) Aside from the provision of injunctive relief pursuant to this Section 9(i), payment of the Default Remedy shall be the sole recourse that the Buyer Indemnitees shall be entitled to from the Sellers for breach of Section 4 of this Agreement. For purposes of this Letter Agreement, the "Default Remedy" shall mean the obligation of the Sellers to pay an amount equal to one hundred fifty percent (150%) of the projected monetary losses to the Buyer resulting from such breach calculated in accordance with the methodology set forth on Schedule 9(i). The parties hereby agree that the payment of the Default Remedy shall be the joint and several obligation of the Sellers; provided, that no Seller shall be liable for any amount greater than such Seller's Default Cap.

(j) *Gender and Number*. Whenever required by the context, as used in this Letter Agreement the singular shall include the plural, the plural shall include the singular, and all words herein in any gender shall be deemed to include the masculine, feminine and neuter genders.

(k) *Additional Documents*. Subject to Section 5(c), at any time and from time to time after the date of this Letter Agreement, upon the request of the Buyer, each FP Party shall do and perform, or cause to be done and performed, all such additional acts and deeds, and shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all such additional instruments and documents, as may be reasonably required to effectuate the purposes and intent of this Letter Agreement.

[*Signature pages follow*]

If the above correctly reflects your understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter Agreement.

Very truly yours,

COMPANY:

Five Points Capital, Inc.

By: /s/ David G. Townsend
Name: David G. Townsend
Title: President

SELLERS:

David G. Townsend Revocable Living Trust Agreement Dated 9-9-2004

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Trustee

Martin Paul Gilmore 2008 Revocable Trust Dated March 17, 2008

By: /s/ Martin P. Gilmore
Name: Martin P. Gilmore
Title: Trustee

By: /s/ David G. Townsend
David G. Townsend

By: /s/ Martin P. Gilmore
Martin P. Gilmore

By: /s/ Thomas P. Westbrook
Thomas P. Westbrook

By: /s/ Christopher N. Jones
Christopher N. Jones

GP ENTITIES:

Reynolda Capital Management Company, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Reynolda Capital Investors, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Winston Mezzanine Partners, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Winston Mezzanine Investors, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Pinewood Advisors, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Pinewood Investors, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Mezzanine Advisors III, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Mezzanine Investors III, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Management III, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Forsyth Equity Advisors, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Advisors III, LP

By: Five Points Management III, LLC, its general partner

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Equity Advisors IV, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Equity Investors IV, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Advisors IV, LP

By: Five Points Management IV, LLC, its general partner

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Five Points Management IV, LLC

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorized Signatory

Accepted and agreed as of the date first written above:

P10 Intermediate Holdings LLC

By: /s/ C. Clark Webb
Name: C. Clark Webb
Title: Co-Chief Executive Officer

Five Points Capital, Inc.
101 N Cherry St #700
Winston-Salem, NC 27101

January 16, 2020

P10 Intermediate Holdings LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225

Re: Sale and Purchase of Five Points Capital, Inc.

Ladies and Gentlemen:

This letter agreement (this "Letter Agreement") confirms the agreement by and among: (i) P10 Intermediate Holdings LLC, a Delaware limited liability company (the "Buyer"), (ii) Five Points Capital, Inc., a North Carolina S corporation (the "Company"), (iii) Jonathan B. Blanco, (iv) S. Whitfield Edwards, (v) Scott L. Snow and (vi) Marshall C. White (each of (iii)–(vi) is referred to herein as a "G2 Partner" and, collectively, as the "G2 Partners") to address certain issues presented by the sale of the Company to the Buyer (the "Acquisition") pursuant to that certain Sale and Purchase Agreement dated as of January 16, 2020, by and among the Company, the Sellers, the Buyer, the Seller Representative and the Guarantor (the "Purchase Agreement"). The GP Entities and the G2 Partners are collectively referred to herein as the "FP Parties" and, each individually, as an "FP Party." Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In connection with the Acquisition and the respective covenants and agreements contained in this Letter Agreement, the parties hereby agree as follows:

1. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the FP Parties as follows:

(a) *Capacity.* The Buyer has all requisite power, authority and legal capacity to enter into this Letter Agreement and to carry out its obligations hereunder. This Letter Agreement has been duly executed by the Buyer and constitutes its valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) *No Conflict or Violation*. Neither the execution and delivery of this Letter Agreement nor the consummation of the transactions provided herein will violate or conflict with in any material respect any agreement to which Buyer is a party or by which it is bound, any applicable law, regulation, order or any applicable provision of the organizational documents of the Buyer.

(c) *Consents and Approvals*. No consent, notice, waiver, authorization or approval (a "Consent") of any Person is required in connection with the execution and delivery of this Letter Agreement by the Buyer, the performance by Buyer of its obligations hereunder or the transactions contemplated hereby.

2. Representations and Warranties of the G2 Partners. Each G2 Partner, severally and with respect to himself only, hereby represents and warrants to the Buyer as follows:

(a) *Capacity*. Such G2 Partner has all requisite power, authority and legal capacity to enter into this Letter Agreement and to carry out his obligations hereunder. This Letter Agreement has been duly executed by such G2 Partner and constitutes his valid and binding obligation, enforceable against him in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) *No Conflict or Violation*. Neither the execution and delivery of this Letter Agreement nor the consummation of the transactions provided herein will violate or conflict with in any material respect any agreement to which such G2 Partner is a party or by which he is bound, any applicable law, regulation, order or, if an entity, any applicable provision of the organizational documents of the such G2 Partner.

(c) *Consents and Approvals*. No Consent of any Person is required in connection with the execution and delivery of this Letter Agreement by such G2 Partner, the performance by such G2 Partner of his obligations hereunder or the transactions contemplated hereby.

(d) *GP Entity Capitalization and Governance*. As of the date of this Letter Agreement, such G2 Partner is either (or is affiliated with) a managing member, general partner, shareholder, director, manager, officer, trustee, employee, and/or other person with similar authorities or functions to any of the foregoing titles (each, a "Control Person") of each of Five Points Equity Advisors IV, LLC, a Delaware limited liability company, and Five Points Equity Investors IV, LLC, a Delaware limited liability company (together, the "GP Entities" and, individually, a "GP Entity"). For the avoidance of doubt, the Buyer acknowledges and agrees that no undersigned G2 Partner shall be considered a Control Person with respect to a GP Entity from and after the date such G2 Partner becomes a "retired" or "inactive" partner, member, shareholder or other equity-owner under the organizational documents of such GP Entity, which shall automatically be deemed to occur upon such G2 Partner's final date of employement with the Buyer or any of its affiliates. The G2 Partner is not a party to any current agreement and has no present intention to (x) transfer, issue or redeem any of such G2 Partner's equity interests of any GP Entity, or (y) elect, appoint, retain, hire or remove any Control Person of any GP Entity, except pursuant to or as contemplated by the Purchase Agreement.

3. [Reserved].

4. Covenants of the G2 Partners. As an inducement to the Buyer to enter into the Purchase Agreement and to carry out the transactions contemplated thereby, including the Acquisition, each of the G2 Partners agrees to comply with the following covenants:

(a) *Assignment, Transfer, Suspension or Early Termination of any Management or Advisory Agreement*. Such G2 Partner shall not Knowingly take any action within his control or Knowingly fail to act in a manner within his control, without the prior written consent of the Buyer, if such action or failure to act (i) directly or indirectly amends, modifies, waives, assigns, transfers, suspends, fails to renew or extend the term of, or terminates any management or investment advisory agreement by and between the Company, on the one hand, and any FP Fund or GP Entity, on the other hand, listed on Schedule 4(a) hereof (including, for the avoidance of doubt, each Investment Contract) *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in the reduction of management or investment advisory fees payable to the Company under the agreements referred to in clause (i) of this Section 4(a) (a "Management Fee Reduction"). "Knowingly" shall mean, with respect to the subject Person, (i) as it relates to taking any action, such Person takes the action with actual knowledge following due inquiry that such action would reasonably result in the specified conduct and (ii) as it relates to failing to act, such Person intentionally fails to act with actual knowledge that such failure would reasonably result in the specified conduct.

(b) *Suspension, Reduction, Waiver or other Modification of Management Fees*. Such G2 Partner shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act (i) directly or indirectly reduces, amends, modifies, waives, assigns, transfers, suspends or terminates the payment (whether direct or indirect) of management or investment advisory fees otherwise payable to the Company by any FP Fund *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in a Management Fee Reduction.

(c) *Actions Resulting in the Removal of a GP Entity or the Conversion of its Interest.* Such G2 Partner shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act results in (i) the removal of any GP Entity from such role (or similar cessation of control, including as a result of the conversion of the GP Entity's interest in the FP Fund to a non-general partner interest) under the governing documents of the applicable FP Fund *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in a Management Fee Reduction.

(d) *Suspension or Early Termination of a Fund's Investment/Commitment Period or Early Termination or Dissolution of a Fund*. Such G2 Partner shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act (i) directly or indirectly (A) amends, modifies, waives, suspends, fails to extend (to the extent it may be extended unilaterally by the applicable GP Entity) or terminates early any FP Fund's investment period, commitment period or similar period whereby the investors in such FP Fund are obligated, upon notice from the applicable GP Entity, to make capital contributions for investment purposes, or (B) fails to renew or extend the term (to the extent it may be extended unilaterally by the applicable GP Entity), or causes the early liquidation, winding up, termination or dissolution, of any FP Fund *and* (ii) results, as of the time of such action or failure to act, with the passage of time or both, in a Management Fee Reduction.

(e) *Governance Matters*. Except as contemplated by the Purchase Agreement, such G2 Partner shall not Knowingly take any action or Knowingly fail to act, without the prior written consent of the Buyer, if such action or failure to act results in (i) the election, appointment, retention or hiring of any new Control Person of any GP Entity (whether such Control Person is to increase the number of Control Persons, to fill a vacancy created by the removal or resignation of any existing Control Person or otherwise) *or* (ii) (A) the assignment, sale, transfer, pledge, hypothecation or other disposition ("Transfer") of any of the control attributes of such G2 Partner's interest in a GP Entity (as opposed to any of the economic attributes of any such interest, it being understood that such G2 Partner may Transfer all or any part of such economic attributes if such Transfer is in compliance with the organizational agreement of the applicable GP Entity) or (B) cause a GP Entity to issue new partnership or membership, preferred, debt, equity, profits or other interests to any Person other than such GP Entity's existing equity owners and their respective affiliates, it being understood that (1) the Buyer may require any direct recipient of such interests to enter into a joinder to this Letter Agreement as a condition to the Buyer providing its consent if and to the extent required hereunder and (2) dilution or accretion affecting any GP Entity interest's total share in the unfunded capital commitment obligations owed by or carried interest payable to a GP Entity and occurring pursuant to such GP Entity's organizational documents shall not be governed by this Section 4(e).

(f) *Notice*. In the event that any G2 Partner becomes aware of any act or failure to act by any G2 Partner (including himself) that such G2 Partner believes would, or would reasonably be expected to, result in a Management Fee Reduction or breach of any of the covenants set forth in Section 4 hereof, such G2 Partner shall promptly notify the Buyer of such breach or potential breach. Such notice shall be in writing and shall specify the nature of such breach or potential breach in reasonable detail. Notwithstanding the foregoing, any failure of such G2 Partner to provide such notice shall not cause such G2 Partner to be liable for any damages caused by or resulting from any other G2 Partner's breach.

5. Covenants of the Buyer. As an inducement to each G2 Partner to enter into this Letter Agreement and carry out the matters contemplated hereby, the Buyer agrees as follows:

(a) *Applicable Law; Organizational Documents; Buyer Actions; Right to Cure*. No G2 Partner shall be in breach of Section 4 (A) for taking any action or failing to act as is necessary to comply with (i) any Applicable Law that applies to any G2 Partner, Buyer, the Company, any FP Fund or any GP Entity, (ii) the organizational documents of any FP Fund or GP Entity, or (iii) a duly authorized written request of the Buyer or its Control Persons, (B) for taking any action or failing to act in connection with the managing of investments or the disposition of assets of an FP Fund, (C) for any breach of Section 4 that is the direct result of a G2 Partner terminating his employment with the Company (I) for "Good Reason," as defined under such G2 Partner's Employment Agreement, or (II) after the expiration of the initial term of such Employment Agreement, or (D) to the extent such breach is reasonably capable of being cured, if such G2 Partner cures the breach, within ten (10) Business Days from the date of receiving notice of such breach pursuant Section 4(g) or Section 5(d); provided, however, before any G2 Partner may rely upon clause (A)(i) or (A)(ii) of this Section 5(a), such G2 Partner shall first have been advised by counsel that its intended action or inaction is necessary to comply with (x) any Applicable Law that applies to any G2 Partner, Buyer, the Company, any FP Fund or any GP Entity or (y) the organizational documents of any FP Fund or GP Entity and, in each case, shall

have provided Buyer with notice, which notice shall contain in reasonable detail the legal conclusions justifying such action or inaction, that it intends to take such action or inaction, unless such notice would be prohibited by Applicable Law. At any time prior to any G2 Partner taking any action or failing to take any action, such G2 Partner may notify Buyer in writing of its intended action or inaction and request the consent of Buyer with respect thereto. In the event the Buyer provides written notice to the G2 Partner approving such action or inaction, the G2 Partner shall be deemed to be acting pursuant to a duly authorized written request of the Buyer or its Control Persons pursuant to clause (A)(iii) of this Section 5(a) if the G2 Partner acts or fails to act in accordance with the Buyer's instructions, if any, accompanying its approval.

(b) *Management Fee Reductions*. No written pre-arranged or pre-determined reduction in management fees payable by an FP Fund under its organizational documents in effect as of the date hereof (including but not limited to, a management fee "step-down" or expiration date or management fee "offset" provision) shall be deemed to be a Management Fee Reduction for purposes of this Letter Agreement.

(c) *GP Entity Carried Interest*. For purposes of this Section 5(c), "GP Vehicle" shall mean: (i) Five Points Equity Investors IV, LLC, (ii) Pinewood Investors, LLC, (iii) Reynolda Capital Investors, LLC, (iv) Winston Mezzanine Investors, LLC, and (v) Five Points Mezzanine Investors III, LLC. The Buyer shall not, and shall cause its affiliates not to, except as is necessary to comply with applicable law or absent the prior written consent of the affected G2 Partner, Knowingly take any action or Knowingly fail to act under the organizational documents of any GP Vehicle or FP Fund that results in the dilution, reduction or forfeiture of vested carried interest granted to such G2 Partner (or its affiliate), whether such action (or failure to act) is permissible under the applicable organizational documents. The Buyer further agrees that any action taken by it or its affiliates in violation of this Section 5(c) shall be null and *void ab initio*. For clarity, it is acknowledged and agreed by the Buyer that any breach by a G2 Partner of his Employment Agreement with the Buyer, executed concurrently herewith (the "Employment Agreement"), or G2 Partner's termination of employment with the Buyer for any or no reason under any circumstance, shall not permit the Buyer or its affiliates to dilute, reduce or forfeit such G2 Partner's (or his Affiliate's) right to receive from any GP Vehicle carried interest granted to him (or his affiliate) on or before the date hereof pursuant to such GP Vehicle's organizational documents. By way of example and not in limitation of the foregoing, any action taken by a G2 Partner that results in a termination for "Cause" (as defined in the Employment Agreement) shall not, under any circumstance, permit the Buyer or its affiliates to take any action under the organizational documents of any GP Vehicle that dilutes, reduces or forfeits such G2 Partner's (or his Affiliate's) right to receive carried interest thereunder. Further, it is acknowledged and agreed that any restrictive covenant contained in the organizational documents of a GP Vehicle (e.g., non-solicit, disparagement, confidentiality, non-hire and/or non-competition clause) shall, upon the execution of this Letter Agreement by the parties hereto, be null, void and without further effect to the G2 Partners (and their affiliates) in their capacities as partners, members or shareholders of any GP Vehicle. To the maximum extent permitted by law and the applicable organizational document of the applicable GP Vehicle, this Letter Agreement shall be deemed a valid and duly-adopted amendment to any organizational document of a GP Vehicle containing a restrictive covenant described in the previous sentence. It is acknowledged and agreed by the Buyer that the purpose of this Section 5(c) is to at all times restrict and prohibit the Buyer and its affiliates from taking any action that dilutes, reduces or forfeits a G2 Partner's (or his affiliate's) right to receive

carried interest from a GP Vehicle, regardless of whether the Buyer or any of its affiliates have the direct or indirect right to do so under the organizational documents of any GP Vehicle now or in the future. Notwithstanding Section 6 or any other provision of this Letter Agreement to the contrary, this Section 5(c) shall apply whether the GP Vehicles are controlled by the G2 Partners or otherwise, and, survive the termination of this Letter Agreement and remain in effect until each GP Vehicle has issued final financial statements following its final liquidating distribution or such G2 Partner has agreed to a waiver, amendment or modification of this Section 5(c). Notwithstanding the foregoing, nothing in this Letter Agreement shall amend, modify or waive (i) any G2 Partner's or its affiliate's "clawback," "giveback," or similar return obligations of such Person under the organizational documents of any GP Vehicle or FP Fund, or any right of any Person to enforce such obligations, (ii) any forfeiture, rescission or similar termination rights of any GP Vehicle or FP Fund related to unvested carried interest, or any right of any Person to enforce such rights, or (iii) any rights or protections provided such G2 Partner in his Employment Agreement.

(d) *Notices.* In the event that the Buyer becomes aware of any act or failure to act by any G2 Partner that Buyer believes would, or would reasonably be expected to, result in a Management Fee Reduction or breach of any of the covenants set forth in Section 4 hereof, the Buyer shall promptly notify all of the G2 Partners of such breach or potential breach. Such notice shall be in writing and shall specify the nature of such breach or potential breach in reasonable detail.

6. Effective Date and Termination.

(a) The terms and provisions of this Letter Agreement shall be effective as of the Closing Date. If the Closing does not occur pursuant to the terms of the Purchase Agreement, this Agreement will terminate concurrently with the termination of the Purchase Agreement.

(b) If not terminated pursuant to Section 6(a), then subject to Section 5(c) and Section 7, this Letter Agreement shall continue in full force and effect until the earliest of: (i) the sixth (6^{th}) anniversary of the date hereof, and (ii) the mutual written agreement of the Buyer and the G2 Partners to terminate this Letter Agreement.

7. Indemnity. Each G2 Partner, severally and not jointly, hereby agrees to defend, indemnify and hold harmless the Buyer, its subsidiaries, affiliates, principals, members, partners, directors, officers, employees or agents (each a "Buyer Indemnitee") against any liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including legal fees and awarded damages) incurred by reason of (i) any breach or threatened breach by such G2 Partner of Section 4 of this Letter Agreement; and/or (ii) any inaccuracy in or breach of any of the representations or warranties of such G2 Partner contained in Section 2 of this Letter Agreement; provided, however, that no Buyer Indemnitee shall be so indemnified with respect to any matter resulting from the (a) gross negligence, willful misconduct, fraud or bad faith of a Buyer Indemnitee, or (b) material breach by a Buyer Indemnitee of this Letter Agreement, the Supplemental Transaction Agreement to be entered into contemporaneously with this Letter Agreement by and among the G2 Partners, the Buyer and others, or such G2 Partner's Employment Agreement. The parties hereto agree that the obligations of the G2 Partners pursuant to this Section 7 shall be subject to the provisions of Section 9(i) below. No G2 Partner shall be liable for breach

of this Agreement unless a claim of such breach is made within one (1) year of the termination of this Agreement. In no event shall any G2 Partner be liable to the Buyer Indemnitees or any other Person for breach of this Agreement in an amount in excess of such G2 Partner's Default Cap. For purposes hereof, the "Default Cap" of a G2 Partner shall equal the aggregate value of: (i) all options (whether vested or unvested) to acquire shares of common stock of P10 Holdings, Inc. (equitably adjusted to give effect to any stock or unit split, or exchange at other than a 1 to 1 basis, "P10 Shares") granted to such person ("P10 Options"), valued using the Black-Scholes options pricing model and (ii) any P10 Shares then owned by such person from the exercise of such P10 Options. Any amount due and owing by a G2 Partner for breach of this Letter Agreement shall be payable by (i) the forfeiture of such P10 Options or P10 Shares, (ii) cash, or (iii) a combination of the foregoing, in such G2 Partner's sole discretion.

8. Power of Attorney.

(a) Each G2 Partner agrees to execute such instruments, documents, and papers as the Buyer deems in good faith to be reasonably necessary to carry out the intent of this Letter Agreement, including taking any lawfully permitted acts necessary to enforce the covenants set forth in Section 4. Each G2 Partner, by the execution of this Letter Agreement or by agreeing in writing to be bound by the provisions of this Letter Agreement, irrevocably constitutes and appoints the Buyer and/or any affiliated Person designated by the Buyer to act on its behalf for purposes of this Section 8 its true and lawful attorney-in-fact with full power and authority in its name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Letter Agreement including, for the avoidance of doubt, any constitutive documents of the GP Entities, any management or advisory agreements that benefit the Company and any applications, submissions, consents or other agreements with the SBA; provided, however, the Buyer agrees (and shall cause any affiliated person designated to act on its behalf pursuant to this Section 8 to agree) to (i) exercise the power of attorney granted hereunder by each G2 Partner only upon (A) the non-performance by such G2 Partner of its obligations under this Letter Agreement, (B) the breach of such obligations by such G2 Partner or (C) the threatened breach of such obligations by such G2 Partner, and (ii) provide at least two (2) days' advanced written notice to each G2 Partner on behalf of whom the this power of attorney will be exercised.

(b) The appointment by each G2 Partner of the Buyer and/or any affiliated Person designated by the Buyer as its attorney-in-fact: (i) shall be deemed to be an irrevocable power coupled with an interest, in recognition of the fact that the Buyer would not have entered into the Purchase Agreement without the parties hereto entering into this Letter Agreement, (ii) shall survive and shall not be affected by the subsequent disability, incapacity, bankruptcy, dissolution, death, adjudication of incompetence or insanity of any G2 Partner giving such power, (iii) shall survive the consummation of the transactions contemplated by this Letter Agreement, and (iv) shall be binding upon the successors, assigns, heirs, executors, administrators, legal representatives and beneficiaries, as applicable, of each of the G2 Partners.

9. Miscellaneous.

(a) *Successors and Assigns*. Except as otherwise provided in this Letter Agreement, no FP Party shall assign this Letter Agreement or any rights or obligations hereunder without the prior written consent of the Buyer and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Letter Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

(b) *Governing Law, Jurisdiction; Forum*. This Letter Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of, the State of Delaware, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Letter Agreement, and consent to the jurisdiction of, the courts of the State of Delaware or the United States of America for the District of Delaware. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to such jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(c) *Severability*. In the event that any part of this Letter Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Letter Agreement shall remain in full force and effect.

(d) *Notices*. All notices, requests, demands and other communications under this Letter Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day of transmission if sent via electronic mail transmission to the electronic mail address given below, and telephonic or electronic mail confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to any FP Party:

To each G2 Partner
c/o Five Points Capital, Inc.
101 N Cherry St #700
Winston-Salem, NC 27101
E-mail: jblanco@fivepointscapital.com;
wedwards@fivepointscapital.com; ssnow@fivepointscapital.com; and
mwhite@fivepointscapital.com

If to the Buyer:

8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attention: C. Clark Webb and William F. Souder, Jr.
Email: ccw@210capital.com and fsouder@rcpadvisors.com

Any party may change its address for the purpose of this Section 9(d) by giving the other party written notice of its new address in the manner set forth above.

(e) *Amendments; Waivers*. This Letter Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Buyer and each of the G2 Partners, or in the case of a waiver, by any party, as applicable, waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Letter Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Letter Agreement.

(f) *Entire Agreement*. This Letter Agreement contains the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

(g) *Section and Paragraph Headings*. The Section and paragraph headings in this Letter Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Letter Agreement.

(h) *Counterparts*. This Letter Agreement may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The execution and delivery of this Letter Agreement may occur by facsimile or by email in portable document format (PDF), and facsimile or PDF signatures or copies of signatures shall have the full force and effect of the original signatures.

(i) *Specific Enforcement; Liquidated Damages*.

(i) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Letter Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged and agreed that the parties hereto shall be entitled to seek injunctive relief, without proof of actual damages, including an injunction or injunctions or orders for specific performance to prevent breaches of this Letter Agreement and to enforce specifically the terms and provisions of this Letter Agreement, in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach or threatened breach. Each party hereto further agrees that no other party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9(i), and each party hereto (a) irrevocably waives any right it may have to require the obtaining,

furnishing or posting of any such bond or similar instrument and (b) agrees to cooperate fully in any attempt by the other party or parties in obtaining such equitable relief. For the avoidance of doubt, in no event shall the exercise of the Buyer's and the Company's right to specific performance pursuant to this Section 9(i)(i) reduce, restrict or otherwise limit the Buyer's right to pursue the Default Remedy (as defined below).

(ii) The parties hereto acknowledge that the agreements contained in Section 4 are an integral part of the transactions contemplated by the Purchase Agreement, and that, without these agreements, the Company, the Sellers, the Buyer, the Seller Representative and the Guarantor would not otherwise enter into the Purchase Agreement. The Buyer, the Company, the G2 Partners and the GP Entities acknowledge and agree that they have expressly negotiated this provision, and that such parties have agreed that in light of the circumstances existing at the time of the execution of this Letter Agreement (including the inability of the parties to quantify the damages that may be suffered by the Buyer and the Company), this provision is reasonable, that the Default Remedy represents a good faith, fair estimate of the damages that the Buyer and the Company would suffer as a result of a breach by any FP Party of Section 4 and that the Default Remedy shall occur and be payable upon such a breach as liquidated damages (and not as a penalty) without requiring the Buyer or the Company or any other Person to prove actual damages. In the event of litigation regarding breach or threatened breach of this Letter Agreement, the non-prevailing party in such litigation shall reimburse the prevailing party for all costs and expenses incurred or accrued by it (including reasonable fees and expenses of counsel) in connection therewith.

(iii) Aside from the provision of injunctive relief pursuant to this Section 9(i), payment of the Default Remedy shall be the sole recourse that the Buyer Indemnitees shall be entitled to from the G2 Partners for breach of Section 4 of this Agreement. For purposes of this Letter Agreement, the "Default Remedy" shall mean the obligation of the G2 Partners to pay an amount equal to one hundred fifty percent (150%) of the projected monetary losses to the Buyer resulting from such breach calculated in accordance with the methodology set forth on Schedule 9(i). The parties hereby agree that the payment of the Default Remedy shall be the several and not joint obligation of the G2 Partners; provided, that no G2 Partner shall be liable for any amount greater than such G2 Partner's Default Cap.

(j) *Gender and Number*. Whenever required by the context, as used in this Letter Agreement the singular shall include the plural, the plural shall include the singular, and all words herein in any gender shall be deemed to include the masculine, feminine and neuter genders.

(k) *Additional Documents*. Subject to Section 5(c), at any time and from time to time after the date of this Letter Agreement, upon the request of the Buyer, each FP Party shall do and perform, or cause to be done and performed, all such additional acts and deeds, and shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all such additional instruments and documents, as may be reasonably required to effectuate the purposes and intent of this Letter Agreement.

[*Signature pages follow*]

If the above correctly reflects your understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter Agreement.

Very truly yours,

COMPANY:

Five Points Capital, Inc.

By: /s/ David G. Townsend
Name: David G. Townsend
Title: Authorizd Signatury

G2 PARTNERS:

By: /s/ Jonathan B. Blanco
Jonathan B. Blanco

By: /s/ S. Whitfield Edwards
S. Whitfield Edwards

By: /s/ Scott L. Snow
Scott L. Snow

By: /s/ Marshall C. White
Marshall C. White

Accepted and agreed as of the date first written above:

P10 Intermediate Holdings LLC

By: /s/ C. Clark Webb
Name: C. Clark Webb
Title: Co-Chief Executive Officer

Exhibit 10.16

TrueBridge Capital Partners LLC
1011 South Hamilton Road, Suite 400
Chapel Hill, North Carolina 27517

August 24, 2020

P10 Intermediate Holdings LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225

Re: Sale and Purchase of TrueBridge Capital Partners LLC

Ladies and Gentlemen:

This letter agreement (this " Letter Agreement") confirms the agreement by and among: (i) P10 Intermediate Holdings LLC, a Delaware limited liability company (the "Buyer"), (ii) TrueBridge Capital Partners LLC, a Delaware limited liability company (the "Company"), (iii) Edwin Poston and (iv) Mel A. Williams (each of (iii) and (iv) is referred to herein as a "Seller Owner" and, collectively, as the "Seller Owners"), to address certain issues presented by the Sellers' sale of the Company to the Buyer (the "Acquisition") pursuant to that certain Sale and Purchase Agreement dated as of August 24, 2020, by and among the Company, the Sellers, the Seller Owners, the Buyer and the Guarantor (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In connection with the Acquisition and the respective covenants and agreements contained in this Letter Agreement, the parties hereby agree as follows:

1. Company Group GP Entity Carried Interest. The Buyer shall not, and shall cause its affiliates not to, except as is necessary to comply with applicable law or absent the prior written consent of the affected Seller Owner, Knowingly take any action or Knowingly fail to act under the organizational documents of any Company Group GP Entity or TB Fund or otherwise that results in the dilution, reduction or forfeiture of carried interest granted to such Seller Owner (or his affiliate or estate planning vehicle), whether such carry is vested or unvested or whether such action (or failure to act) is permissible under the applicable organizational documents. The Buyer further agrees that any action taken by it or its affiliates in violation of this Section 1 shall be null and *void ab initio*. Notwithstanding the foregoing, nothing in this Letter Agreement shall amend, modify or waive any Seller Owner's or its affiliate's "clawback," "giveback," or similar return obligations of such Person under the organizational documents of any Company Group GP Entity or TB Fund, or any right of any Person to enforce such obligations. "Knowingly" shall mean, with respect to the subject Person, (i) as it relates to taking any action, such Person takes the action with actual knowledge following due inquiry that such action would reasonably result in the specified conduct and (ii) as it relates to failing to act, such Person intentionally fails to act with actual knowledge that such failure would reasonably result in the specified conduct.

2. Fund Investments.

(a) The Buyer agrees that each Seller Owner shall, for so long as such Person is an employee of the Company or the Buyer or any of their affiliates, have the opportunity (but not the obligation) to invest in any TB Fund or Buyer Fund on a no-fee, no-carry basis, subject to maximum investment amounts reasonably determined by the Board of Managers of the Company and the Board of Managers of Buyer, respectively, which maximum amounts shall in no event be less than $500,000 per Seller Owner per TB Fund or Buyer Fund, as applicable. Subject to the preceding sentence, the economic and limited liability rights granted to the Seller Owners under any TB Fund agreement (including any agreement of such TB Fund's general partner, to the extent applicable) shall be *pari passu* with the other partners, members or shareholders to such agreement. For the avoidance of doubt, the right to invest in any TB Fund and/or Buyer Fund on a no-fee, no-carry basis, as set forth above, shall continue with respect to each such investment for so long as such investment is held by such Seller Owner. As used in this paragraph, each Seller Owner includes his affiliates and estate planning vehicles.

(b) The Seller Owners agree that any Buyer Affiliate shall, for so long as such person is a Buyer Affiliate, have the opportunity (but not the obligation) to invest in any TB Fund on a no-fee, no-carry basis, subject to maximum investment amounts reasonably determined by the Board of Managers of the Company, which maximum amounts shall in no event be less than $5,000,000 per TB Fund for all Buyer Affiliates in the aggregate. Subject to the preceding sentence, the economic and limited liability rights granted to the Buyer Affiliates under any TB Fund agreement (including any agreement of such TB Fund's general partner, to the extent applicable) shall be *pari passu* with the other partners, members or shareholders to such agreement (including, without limitation, the Seller Owners and their respective affiliates and estate planning vehicles). For the avoidance of doubt, the right to invest in any TB Fund on a no-fee, no-carry basis, as set forth above, shall continue with respect to each such investment for so long as such investment is held by such Buyer Affiliate.

(c) For purposes of this Section 2, the following terms shall have the meanings

set forth below:

(i) "Buyer Affiliate" means the members, managers, principals, partners, officers and employees of Buyer, its direct and indirect subsidiaries and their respective affiliates and estate planning vehicles. For clarity, no Seller Owner is considered a Buyer Affiliate for purposes of this Letter Agreement.

(ii) "Buyer Fund" means any pooled investment vehicle for which Buyer, directly or indirectly (e.g., through RCP Advisors or Five Points Capital), provides Investment Management Services or serves as the sponsor, general partner, managing member, or in any similar capacity (including in any master or feeder fund, parallel fund or other alternative investment vehicle or third party co-investment vehicle, but excluding any "separate account clients"). For clarity, no TB Fund is considered a Buyer Fund for purposes of this Letter Agreement.

3. Capital Obligations; Indemnity. Following the Closing, no member of the Company Group and no member of the Buyer Group shall be required to make any payment to or on behalf of any Seller Owner, Seller or the Company Group GP Entity in respect of any capital commitment, capital contribution, return obligation (including in respect of any capital contributions or "clawback" of Carried Interest) or other similar payment owed by such Seller Owner or Seller to any Company Group GP Entity or TB Fund, directly or indirectly (collectively, the "Excluded Obligations"). Each Seller Owner hereby agrees, up to the amount of the Seller Owner's direct and indirect interest in the Excluded Obligations giving rise to the subject Losses, to defend, indemnify and hold harmless the Buyer Group, each member of the Company Group and their respective subsidiaries, affiliates, principals, members, partners, directors, officers, employees or agents (each a "Buyer Indemnitee") from, against and in respect of any Losses suffered or incurred by a Buyer Indemnitee arising out of or resulting from any Excluded Obligation.

4. Effective Date. The terms and provisions of this Letter Agreement shall be effective as of the Closing Date. If the Closing does not occur pursuant to the terms of the Purchase Agreement, this Letter Agreement will be null and void and will have no further force or effect.

5. Miscellaneous.

(a) *Governing Law; Jurisdiction; Forum*. This Letter Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of, the State of Delaware, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Letter Agreement, and consent to the jurisdiction of, the courts of the State of Delaware or the United States of America for the District of Delaware. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to such jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) *Severability*. In the event that any part of this Letter Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Letter Agreement shall remain in full force and effect.

(c) *Interpretation*. The titles and section headings set forth in this Letter Agreement are for convenience only and shall not be considered as part of agreement of the parties. When the context requires, the plural shall include the singular and the singular the plural, and any gender shall include all other genders. No provision of this Letter Agreement shall be interpreted or construed against any party because such party or its counsel was the drafter thereof.

(d) *No Third Party Beneficiaries*. This Letter Agreement is made solely and specifically among and for the benefit of the parties and the RCP Affiliates, and their respective successors and permitted transferees, and no other Person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Letter Agreement as a third-party beneficiary or otherwise.

(e) *Intended Benefit; Transfer of Interests*. This Letter Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and permitted transferees. No party may transfer any of his or its rights, duties, obligations, or interests hereunder without the prior written consent of the other parties.

(f) *Capacity*. Each party represents and warrants to the other parties that: (i) such party has full capacity, power, and authority to execute, deliver, and perform this Letter Agreement; and (ii) such party has duly executed and delivered this Letter Agreement, and this Letter Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(g) *Entire Agreement*. This Letter Agreement, including any exhibits, schedules and appendices attached hereto and the agreements referenced herein, contain the entire understanding and agreement among the parties with respect to the specific subject matter hereof, and supersedes any prior understandings, communications, and agreements (whether written or oral) among them with respect to the subject matter hereof.

(h) *Counterparts*. This Letter Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For the avoidance of doubt, affirmation or signature of this Letter Agreement by electronic means shall constitute the execution and delivery of a counterpart of this Letter Agreement by or on behalf of such party intending to be bound by the terms of this Letter Agreement.

(i) *Amendments*. This Letter Agreement may be amended only by a written instrument signed by each of the parties hereto.

(j) *Notices*. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 15.5 of the Purchase Agreement.

(k) *Remedies; Non Waiver*. No waiver of any breach of this Letter Agreement or of any objection to any act or omission in connection herewith or of any provision hereof shall be implied or claimed by any party or be deemed to constitute a consent to any continuation of such breach, act, or omission or to any waiver, unless in each such case pursuant to a written instrument signed by the party providing such waiver, and then only to the extent set forth therein. A failure or delay by a party in exercising any right, power, privilege, or remedy in respect of this Letter Agreement shall not be presumed to operate as a waiver thereof, and a single or partial exercise of any right, power, privilege, or remedy shall not be presumed to preclude any subsequent or further exercise of that right, power, privilege, or remedy or the exercise of any other right, power, privilege, or remedy.

(l) *Binding Effect*. Except as provided otherwise herein, this Letter Agreement shall inure to the benefit of, and be binding upon, the parties and their legal representatives, administrators, heirs, successors, and permitted transferees.

[*Signature page follows*]

If the above correctly reflects your understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter Agreement.

Very truly yours,

COMPANY:

TrueBridge Capital Partners LLC

By: /s/ Edwin Poston
Name: Edwin Poston
Title: Manager

SELLER OWNERS:

/s/ Edwin Poston
Edwin Poston

/s/ Mel A. Williams
Mel A. Williams

Accepted and agreed as of the date first written above:

P10 Intermediate Holdings LLC

By: /s/ William F. Souder
Name: William F. Souder
Title: Chief Executive Officer