

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2024

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number: 001-40937

P10, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
4514 Cole Ave, Suite 1600
Dallas, TX
(Address of principal executive offices)

87-2908160
(I.R.S. Employer
Identification No.)
75205

(Zip Code)

Registrant's telephone number, including area code: (214) 865-7998

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.001 par value per share Series A Junior Participating Preferred Stock Purchase Rights	PX	NYSE

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

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

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

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

As of May 6, 2024, there were 54,673,874 shares of the registrant's Class A common stock and 58,348,721 shares of the Registrant's Class B common stock, issued and outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

P10, Inc.
 Consolidated Balance Sheets
(in thousands, except share amounts)

	As of March 31, 2024 <i>(unaudited)</i>	As of December 31, 2023
ASSETS		
Cash and cash equivalents	\$ 28,996	\$ 30,467
Restricted cash	1,035	1,590
Accounts receivable	23,293	20,620
Notes receivable	5,822	5,755
Due from related parties	62,756	57,696
Investment in unconsolidated subsidiaries	2,795	1,738
Prepaid expenses and other assets	12,423	15,011
Property and equipment, net	3,365	3,325
Right-of-use assets	19,724	17,087
Contingent payments to customers	13,624	14,034
Deferred tax assets, net	36,181	37,518
Intangibles, net	116,758	123,195
Goodwill	506,038	506,038
Total assets	<u>\$ 832,810</u>	<u>\$ 834,074</u>
LIABILITIES AND EQUITY		
LIABILITIES:		
Accounts payable and accrued expenses	\$ 14,313	\$ 15,054
Accrued compensation and benefits	45,204	45,081
Due to related parties	458	2,116
Other liabilities	298	854
Contingent consideration	6,509	6,693
Accrued contingent liabilities	16,222	16,222
Deferred revenues	13,008	12,770
Lease liabilities	22,676	20,278
Debt obligations	314,036	289,844
Total liabilities	<u>432,724</u>	<u>408,912</u>
COMMITMENTS AND CONTINGENCIES (NOTE 13)		
EQUITY:		
Class A common stock, \$0.001 par value; 510,000,000 shares authorized; 59,983,472 issued and 54,582,698 outstanding as of March 31, 2024, and 59,340,269 issued and 57,622,895 outstanding as of December 31, 2023, respectively	55	58
Class B common stock, \$0.001 par value; 180,000,000 shares authorized; 58,562,814 shares issued and 58,439,363 shares outstanding as of March 31, 2024, and 58,597,718 shares issued and 58,474,267 shares outstanding as of December 31, 2023, respectively	58	58
Treasury stock	(47,622)	(17,588)
Additional paid-in-capital	635,944	636,073
Accumulated deficit	(227,991)	(233,012)
Noncontrolling interests	39,642	39,573
Total equity	<u>400,086</u>	<u>425,162</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 832,810</u>	<u>\$ 834,074</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10, Inc.
Consolidated Statements of Operations
(Unaudited, in thousands except per share amounts)

	For the Three Months Ended March 31,	
	2024	2023
REVENUES		
Management and advisory fees	\$ 65,122	\$ 56,587
Other revenue	993	\$ 666
Total revenues	66,115	57,253
OPERATING EXPENSES		
Compensation and benefits	37,109	35,642
Professional fees	3,768	3,842
General, administrative and other	6,057	4,857
Contingent consideration expense	30	390
Amortization of intangibles	6,437	7,248
Strategic alliance expense	615	403
Total operating expenses	54,016	52,382
INCOME FROM OPERATIONS	12,099	4,871
OTHER (EXPENSE)/INCOME		
Interest expense, net	(5,776)	(5,172)
Other income	678	113
Total other (expense)	(5,098)	(5,059)
Net income/(loss) before income taxes	7,001	(188)
Income tax (expense)/benefit	(1,758)	957
NET INCOME	\$ 5,243	\$ 769
Less: net income attributable to noncontrolling interests in P10 Intermediate	(222)	(164)
NET INCOME ATTRIBUTABLE TO P10	\$ 5,021	\$ 605
Earnings per share		
Basic earnings per share	\$ 0.04	\$ 0.01
Diluted earnings per share	\$ 0.04	\$ 0.01
Weighted average shares outstanding, basic	115,129	115,921
Weighted average shares outstanding, diluted	122,841	123,926

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10, Inc.
Consolidated Statements of Changes in Equity
(Unaudited, in thousands)

	Common Stock - Class A		Common Stock - Class B		Treasury stock		Additional Paid-in-capital	Accumulated Deficit	Non Controlling Interest	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2022	42,365	\$ 42	73,008	\$ 73	1,061	\$ (9,926)	\$ 628,828	(225,879)	\$ 40,745	\$ 433,883
Net Income	—	—	—	—	—	—	—	605	164	769
Stock-based compensation	—	—	—	—	—	—	3,252	—	—	3,252
Issuance of restricted stock units	354	1	—	—	—	—	—	—	—	1
Exchange of Class B common stock for Class A common stock	76	—	(76)	—	—	—	—	—	—	—
Exercise of stock options (net of tax and strike price)	294	—	—	—	—	—	—	—	—	—
Repurchase of common stock for employee tax withholding and exercised stock option strike price	—	—	—	—	—	—	(3,038)	—	—	(3,038)
Stock repurchase	—	—	(100)	—	—	—	(851)	—	—	(851)
Accrual for excise tax associated with stock repurchases	—	—	—	—	—	—	(7)	—	—	(7)
Distributions to non-controlling interests, net	—	—	—	—	—	—	—	—	(122)	(122)
Dividends declared	—	—	—	—	—	—	(1)	—	—	(1)
Dividends paid per share \$0.03	—	—	—	—	—	—	(3,477)	—	—	(3,477)
Balance at March 31, 2023	43,089	\$ 43	72,832	\$ 73	1,061	\$ (9,926)	\$ 624,706	(225,274)	\$ 40,787	\$ 430,409

	Common Stock - Class A		Common Stock - Class B		Treasury stock		Additional Paid-in-capital	Accumulated Deficit	Non Controlling Interest	Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2023	57,623	\$ 58	58,474	\$ 58	1,841	\$ (17,588)	\$ 636,073	(233,012)	\$ 39,573	\$ 425,162
Net income	—	—	—	—	—	—	—	5,021	222	5,243
Stock-based compensation	—	—	—	—	—	—	6,175	—	—	6,175
Issuance of restricted stock units	619	1	—	—	—	—	—	—	—	1
Exchange of Class B common stock for Class A common stock	35	—	(35)	—	—	—	—	—	—	—
Exercise of stock options	289	—	—	—	—	—	—	—	—	—
Repurchase of common stock for employee tax withholding and strike price	(300)	—	—	—	—	—	(2,207)	—	—	(2,207)
Stock repurchase	(3,683)	(4)	—	—	3,683	(30,034)	—	—	—	(30,038)
Accrual for excise tax associated with stock repurchases	—	—	—	—	—	—	(300)	—	—	(300)
Distributions to non-controlling interests, net	—	—	—	—	—	—	—	—	(153)	(153)
Dividends declared	—	—	—	—	—	—	(23)	—	—	(23)
Dividends paid per share \$0.03	—	—	—	—	—	—	(3,774)	—	—	(3,774)
Balance at March 31, 2024	54,583	\$ 55	58,439	\$ 58	5,524	\$ (47,622)	\$ 635,944	(227,991)	\$ 39,642	\$ 400,086

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10, Inc.
Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	For the Three Months Ended March 31,	
	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 5,243	\$ 769
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock-based compensation	6,715	7,099
Depreciation expense	218	155
Amortization of intangibles	6,437	7,248
Amortization of debt issuance costs and debt discount	348	330
Income from unconsolidated subsidiaries	(272)	(114)
Deferred tax expense/(benefit)	1,338	(1,053)
Amortization of contingent payment to customers	410	367
Remeasurement of contingent consideration	30	390
Change in operating assets and liabilities:		
Accounts receivable	(2,673)	(915)
Due from related parties	(5,060)	(4,518)
Prepaid expenses and other assets	1,738	442
Right-of-use assets	1,310	658
Accounts payable and accrued expenses	(881)	3,281
Accrued compensation and benefits	(417)	3,896
Due to related parties	(1,658)	(1,766)
Other liabilities	(556)	1,337
Deferred revenues	238	3,486
Lease liabilities	(1,549)	(315)
Net cash provided by operating activities	<u>10,959</u>	<u>20,777</u>
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of intangible assets	—	(21)
Funding of notes receivable	(111)	(211)
Proceeds from notes receivable	44	2
Investments in unconsolidated subsidiaries	(3)	—
Distributions from investments in unconsolidated subsidiaries	68	22
Software capitalization	—	(9)
Purchases of property and equipment	(258)	(484)
Net cash used in investing activities	<u>(260)</u>	<u>(701)</u>
CASH FLOWS USED IN FINANCING ACTIVITIES		
Borrowings on debt obligations	47,500	16,000
Repayments on debt obligations	(23,656)	(21,657)
Repurchase of Class A common stock	(30,038)	—
Repurchase of Class A common stock for employee tax withholding	(2,207)	(3,038)
Repurchase of Class B common stock	—	(851)
Payment of contingent consideration	(214)	(688)
Dividends paid	(3,774)	(3,477)
Distributions to non-controlling interests	(336)	—
Net cash used in financing activities	<u>(12,725)</u>	<u>(13,711)</u>
Net change in cash, cash equivalents and restricted cash	<u>(2,026)</u>	<u>6,365</u>
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of period	<u>32,057</u>	<u>29,492</u>
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of period	<u>\$ 30,031</u>	<u>\$ 35,857</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10, Inc.
Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	For the Three Months Ended March 31,	
	2024	2023
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest	\$ 5,406	\$ 2,863
Net cash paid for income taxes	\$ 19	\$ 58
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Additions to right-of-use assets	\$ 3,947	\$ 3,475
Additions to lease liabilities	3,947	3,475
Dividends declared	23	1
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
Cash and cash equivalents	\$ 28,996	\$ 25,050
Restricted cash	1,035	10,807
Total cash, cash equivalents and restricted cash	\$ 30,031	\$ 35,857

The Notes to Consolidated Financial Statements are an integral part of these statements.

P10, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

Note 1. Description of Business

Description of Business

On October 20, 2021, P10 Holdings, Inc. ("P10 Holdings"), in connection with its Initial Public Offering ("IPO"), completed a reorganization and restructure. In connection with the reorganization, P10, Inc. ("P10") became the parent company and all of the existing equity of P10 Holdings, and its consolidated subsidiaries. The offering and reorganization included a reverse stock split of P10 Holdings common stock on a 0.7-for-1 basis pursuant to which every outstanding share of common stock decreased to 0.7 shares.

Following the reorganization and IPO, P10 has two classes of common stock, Class A common stock and Class B common stock. Each share of Class B common stock is entitled to ten votes while each share of Class A common stock is entitled to one vote.

P10, Inc. and its consolidated subsidiaries (the "Company") operate as a 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 a multitude of asset classes and geographies. Our existing portfolio of solutions across private equity, venture capital, private credit and impact investing support our mission by offering a comprehensive set of investment vehicles to our investors, including primary fund of funds, secondary investment, direct investment and co-investments, alongside separate accounts (collectively the "Funds").

The direct and indirect subsidiaries of the Company include P10 Holdings, P10 Intermediate Holdings, LLC ("P10 Intermediate"), which owns the subsidiaries P10 RCP Holdco, LLC ("Holdco"), Five Points Capital, Inc. ("Five Points"), TrueBridge Capital Partners, LLC ("TrueBridge"), Enhanced Capital Group, LLC ("ECG"), Bonaccord Capital Advisors, LLC ("Bonaccord"), Hark Capital Advisors, LLC ("Hark"), P10 Advisors, LLC ("P10 Advisors"), and Western Technology Investment Advisors LLC ("WTI").

Prior to November 19, 2016, P10, formerly Active Power, Inc., designed, manufactured, sold, and serviced flywheel-based uninterruptible power supply products and serviced modular infrastructure solutions. On November 19, 2016, we completed the sale of substantially all our assets and liabilities and operations to Langley Holdings plc, a United Kingdom public limited company. Following the sale, we changed our name from Active Power, Inc. to P10 Industries, Inc. and became a non-operating company focused on monetizing our retained intellectual property and acquiring profitable businesses. For the period from December 2016 through September 2017, our business primarily consisted of cash, certain retained intellectual property assets and our net operating losses ("NOLs") and other tax benefits. On March 22, 2017, we filed for reorganization under Chapter 11 of the Federal Bankruptcy Code, using a prepackaged plan of reorganization. The Company emerged from bankruptcy on May 3, 2017.

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 are in Dallas, Texas.

On October 5, 2017, we closed on the acquisition of RCP Advisors 2, LLC ("RCP 2") and entered into a purchase agreement to acquire RCP Advisors 3, LLC ("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, the Company completed the acquisition of Five Points. Five Points is a leading lower middle market alternative investment manager focused on providing both equity and debt capital to private, growth-oriented companies and limited partner capital to other private equity funds, with all strategies focused exclusively in the U.S. lower middle market. In 2022, Five Points established the Reynolda brand that specializes in direct equity funds. Five Points is a registered investment advisor with the United States Securities and Exchange Commission.

On October 2, 2020, the Company completed the acquisition of TrueBridge. TrueBridge is an investment firm focused on investing in venture capital through fund-of-funds, co-investments, and separate accounts. TrueBridge is a registered investment advisor with the United States Securities and Exchange Commission.

On December 14, 2020, the Company completed the acquisition of 100% of the equity interest in ECG, and a noncontrolling interest in Enhanced Capital Partners, LLC ("ECP", and collectively with ECG, "Enhanced"). Enhanced undertakes and manages equity and debt investments in impact initiatives across North America, targeting underserved areas

P10, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

and other socially responsible end markets including renewable energy, historic building renovations, and affordable housing. ECP is a registered investment advisor with the United States Securities and Exchange Commission.

On September 30, 2021, the Company completed acquisitions of Bonaccord and Hark. Bonaccord is an alternative asset manager focusing on acquiring minority equity interests in alternative asset management companies focused on private market strategies which may include private equity, private credit, real estate, and real asset strategies. Hark is engaged in the business of making loans to portfolio companies that are owned or controlled by financial sponsors, such as private equity funds or venture capital funds, and which do not meet traditional direct lending underwriting criteria but where the repayment of the loan by the portfolio company is guaranteed by its financial sponsor.

In June 2022, the Company formed P10 Advisors, a wholly-owned consolidated subsidiary, to manage investment opportunities that are sourced across the P10 platform but do not fit within an existing investment mandate.

On October 13, 2022, the Company completed the acquisition of all of the issued and outstanding membership interests of WTI. WTI provides senior secured financing to early-stage and emerging stage life sciences and technology companies. WTI is a registered investment advisor with the United States Securities and Exchange Commission.

Simultaneously with the acquisition of WTI, the Company completed a restructuring of P10 Intermediate and subsidiaries to LLC entities that are considered disregarded entities for federal income tax purposes. This allowed the WTI sellers to obtain a partnership interest in P10 Intermediate and all of its subsidiaries. As a result of the acquisition, the WTI sellers obtained 3,916,666 membership units of P10 Intermediate, which can be exchanged into 3,916,666 shares of P10 Class A common stock. As of March 31, 2024, no units have been exchanged into shares of P10 Class A common stock.

The Company reports noncontrolling interests related to the partnership interests which are owned by the WTI sellers. This is recorded as noncontrolling interests on the Consolidated Balance Sheets. Noncontrolling interests is allocated a share of income or loss in the respective consolidated subsidiaries in proportion to their relative ownership interest. Additionally, the Company makes periodic distributions to the WTI sellers for tax related and other agreed upon expenses in accordance with the terms of the P10 Intermediate operating agreement.

During 2022, the Board approved a program to repurchase up to \$40.0 million of outstanding shares of our Class A and Class B common stock. On February 27, 2024, the Board approved an additional \$40.0 million to be used towards repurchases. These shares may be repurchased from time to time in the open market at prevailing market prices, in privately negotiated transactions, in block trades, in accordance with Rule 10b5-1 trading plans and/or through other legally permissible means. As of March 31, 2024, \$59.5 million has been spent to buy back shares under this program.

On October 20, 2023, the Company had a transition of executives ("Executive Transition") and entered into an executive transition agreement with each of Mr. Alpert and Mr. Webb (each, a "Transition Agreement"). Pursuant to the Transition Agreements, Mr. Alpert and Mr. Webb ceased to serve as Co-Chief Executive Officer, and Mr. Alpert and Mr. Webb were appointed as Executive Chairman and Executive Vice Chairman, respectively, for a one-year period. Additionally, Mr. Webb's Transition Agreement provides a one year transition period to continue serving the Company in a mergers and acquisitions capacity. Effective October 23, 2023, the board of the Company appointed Luke A. Sarsfield III as Chief Executive Officer ("CEO") of the Company. In connection with his appointment as CEO, the Company entered into an employment agreement with Mr. Sarsfield (the "Employment Agreement") setting forth the terms of his employment and compensation. In connection with both the Transition Agreements and the Employment Agreement, provisions were made for severance and sign-on compensation, respectively. The associated expenses were recorded in compensation and benefits on the Consolidated Statements of Operations. See Note 15 for further information.

Note 2. Significant Accounting Policies

Basis of Presentation

The accompanying Consolidated Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Management believes it has made all necessary adjustments so that the Consolidated Financial Statements are presented fairly and that estimates made in preparing the Consolidated Financial Statements are reasonable and prudent. The Consolidated Financial Statements include the accounts of the Company, its wholly owned or majority-owned subsidiaries and entities in which the Company is deemed to have a direct or indirect

P10, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

controlling financial interest based on either a variable interest model or voting interest model. All intercompany transactions and balances have been eliminated upon consolidation. The results for the three months ended March 31, 2024 are not necessarily indicative of the results to be expected for the full year ended December 31, 2024.

Principles of Consolidation

The Company performs the variable interest analysis for all entities in which it has a potential variable interest. If the Company has a variable interest in the entity and the entity is a variable interest entity ("VIE"), we will also analyze whether the Company is the primary beneficiary of this entity and if consolidation is required.

Generally, VIEs are 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 determining whether we, 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 6 for further information.

Primarily due to the governance structure at subsidiaries, the Company has determined that certain of its subsidiaries are VIEs, and that the Company is the primary beneficiary of the entities, because it has the power to direct activities of the entities that most significantly impact the VIE's economic performance and has a controlling financial interest in each entity. Accordingly, the Company consolidates these entities, which includes P10 Intermediate, Holdco, RCP 2, RCP 3, TrueBridge, Bonaccord, Hark, and WTI. The assets and liabilities of the consolidated VIEs are presented on a gross basis in the Consolidated Balance Sheets. See Note 6 for more information on both consolidated and unconsolidated VIEs.

Entities that do not qualify as VIEs are assessed for consolidation 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. P10 Holdings, Five Points, P10 Advisors, and ECG are concluded to be consolidated subsidiaries of P10 under the voting interest model.

Reclassifications

Certain reclassifications have been made within the Consolidated Financial Statements to conform prior periods with current period presentation.

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, 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 March 31, 2024, and December 31, 2023, cash equivalents include money market funds of \$11.3 million and \$11.1 million, respectively, which approximates fair value. The Company maintains its cash balances at various financial institutions among multiple accounts, which may periodically exceed the Federal Deposit Insurance Corporation ("FDIC")

P10, Inc.
Notes to Consolidated Financial Statements
(Unaudited, dollar amounts stated in thousands)

insured limits. The Company's credit risk in the event of failure of these financial institutions is represented by the difference between the FDIC limit and the total amounts on deposit. Management monitors the financial institutions' credit worthiness in conjunction with balances on deposit to minimize risk. The Company from time to time may have amounts on deposit in excess of the insured limits.

Restricted Cash

Restricted cash as of March 31, 2024 and December 31, 2023 was primarily cash on deposit from third parties related to pending tax credit projects. There are deposit liabilities associated with restricted cash reported in other liabilities on the Consolidated Balance Sheets.

Accounts Receivable and Due from Related Parties

Accounts receivable is equal to contractual amounts reduced for allowances, if applicable. Management fees are collected on a quarterly basis. Certain subsidiaries management fee contracts are collected at the beginning of the quarter, while others are collected in arrears. The management fees reflected in accounts receivable at period end are those that are collected in arrears.

Due from related parties represents receivables from the Funds for reimbursable expenses, and management fees collected by a related party of RCP 2 that are owed to RCP 2. Additionally, fees owed to the Company for the advisory agreement entered into upon the closing of the acquisitions of ECG and ECP ("Advisory Agreement") where ECG provides advisory services to Enhanced Permanent Capital, LLC ("Enhanced PC") are reflected in due from related parties on the Consolidated Balance Sheets.

Notes Receivable

Notes receivable is related to contractual amounts owed from signed, secured promissory notes with BCP Partners Holdings, LP ("BCP") as well as certain employees. In addition to contractual amounts, borrowers are obligated to pay interest on outstanding amounts. Refer to Note 5 for further information.

Current Expected Credit Losses

We evaluate our accounts receivable, due from related parties, and notes receivable using the current expected credit loss model. We determine a current estimate of all expected credit losses over the life of each financial instrument, which may result in recognition of credit losses on loans and receivables before an actual event of default. We establish reserves for any estimated credit losses with a corresponding charge in our Consolidated Statements of Operations.

The Company estimates that accounts receivable, due from related parties, and notes receivable are fully collectible; based on historical events, current conditions, and reasonable and supportable forecasts; accordingly, no allowances have been established as of March 31, 2024 and December 31, 2023. If accounts are subsequently determined to be uncollectible, they will be expensed in the period that determination is made.

Prepaid Expenses and Other Assets

Prepaid expenses and other assets consist primarily of prepaid expenses related to technology, insurance, and professional fees. From time to time, there are also investments in allocable state tax credits on the Consolidated Balance Sheets due to timing differences associated with the purchase and sale of state tax credits in the tax credit finance business. As of March 31, 2024 and December 31, 2023, respectively, there is \$8.5 million and \$9.6 million within prepaid expenses and other assets on the Consolidated Balance Sheets associated with allocable state tax credits purchases.

Investment in Unconsolidated Subsidiaries

For equity investments in entities that we do not control, but over which we exercise significant influence, we use the equity method of accounting. The equity method investments are initially recorded at cost, and their carrying amount is adjusted for the Company's share in the earnings or losses of each investee, and for distributions received. The Company discontinues applying the equity method if the investment (and net advances) is reduced to zero and shall not record

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additional losses unless the Company has guaranteed obligations of the investee or is otherwise committed to provide further financial support for the investee. The Company evaluates its equity method investments for impairment whenever events or changes in circumstances indicate that the carrying amounts of such investments may not be recoverable. The Company accounts for its investment in ECP, Enhanced PC, and the ECG's asset management businesses using the equity method of accounting.

For certain entities in which the Company does not have significant influence and fair value is not readily determinable, these investments are not accounted for on the equity method, but instead as equity securities and we value these investments under the measurement alternative. Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 825, *Financial Instruments*, requires equity securities to be recorded at cost and adjusted to fair value at each reporting period. However, the guidance allows for a measurement alternative, which is to record the investments at cost, less impairment, if any, and subsequently adjust for observable price changes of identical or similar investments of the same issuer. The Company accounts for RCP's investment in a privately held investment manager and ECG's tax credit finance division under this method. Distributions from investments in unconsolidated subsidiaries are presented on the accompanying Consolidated Statements of Cash Flows consistent with the nature of the underlying distribution.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation. 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 - 5 years
Furniture and fixtures	7 - 10 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 FASB 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. The carrying value of long-lived assets are determined to not be recoverable if the undiscounted estimated future net operating cash flows directly related to the asset or asset group, 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 value of the asset exceeds its fair value on the measurement date. Fair value is based on the best information available, including prices for similar assets and estimated discounted cash flows.

Leases

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 spaces. 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, and the Company would account for this when it is reasonably certain that the Company will exercise those options. Lease expense 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 and right-of-use asset.

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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 when incurred. 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.

Revenue Share and Repurchase Arrangement

The Company recognizes an accrued contingent liability and contingent payments to customers asset in our Consolidated Balance Sheets for an agreement between ECG and a third party. The agreement requires ECG to share in certain revenues earned with the third party and also includes an option for the third party to sell back the revenue share to ECG at a set multiple. Additionally, ECG holds the option to buy back 50% of the revenue share at a set multiple. The options to repurchase the revenue share are exercisable starting in July 2025. The Company believes it is probable that the third party will exercise its option to sell back the revenue share and has recognized a liability on the Consolidated Balance Sheets. The Company has also recognized a contingent payment to customers associated with the agreement and will amortize the asset against revenue over the contractual term of the management contract. The amortization is reported in management and advisory fees on the Consolidated Statements of Operations. The Company will reassess the fair value at each reporting period. Refer to Note 13 for further information.

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 identifiable assets acquired, less the liabilities assumed. As of March 31, 2024, goodwill recorded on our Consolidated Balance Sheets relates to the acquisitions of RCP 2, RCP 3, Five Points, TrueBridge, Enhanced, Bonaccord, Hark, and WTI. As of March 31, 2024, the intangible assets are comprised of indefinite-lived intangible assets and finite-lived intangible assets related to the acquisitions of RCP 2, RCP 3, Five Points, TrueBridge, Enhanced, Bonaccord, Hark, and WTI.

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 and advisory 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 7 and 16 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 are expected to occur.

Goodwill and indefinite lived intangibles are reviewed for impairment at least annually as of September 30 utilizing a qualitative or quantitative approach and more frequently if circumstances indicate impairment may have occurred. The impairment testing for goodwill and indefinite lived intangibles 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 or asset is less than the respective carrying value. The reporting unit is the reporting level for testing the impairment of goodwill and indefinite lived intangibles. If it is determined that it is more likely than not that an asset's or reporting unit's fair value is less than its carrying value, then the Company will determine the fair value of the reporting unit or asset and record an impairment charge for the difference between fair value and carrying value (not to exceed the carrying amount of goodwill or indefinite lived intangible).

Contingent Consideration

Contingent consideration is initially measured at fair value on the date of the acquisition. The liabilities are remeasured at fair value on each reporting date, with changes in the fair value reflected in operating expenses on our Consolidated Statements of Operations. As of March 31, 2024 and December 31, 2023, the contingent consideration is related to the acquisition of Bonaccord on the Consolidated Balance Sheets.

Accrued Compensation and Benefits

Accrued compensation and benefits consists of employee salaries, bonuses, benefits, severance, and acquisition-related earnouts (contingent on employment) that has not yet been paid. The acquisition-related earnout contingent on employment is a result of the acquisition of WTI. The sellers and certain employees of WTI are eligible to earn up to \$70.0 million

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contingent upon meeting certain EBITDA related hurdles and continued employment. Upon the achievement of \$20.0 million, \$22.5 million, and \$25.0 million of EBITDA, \$35.0 million, \$17.5 million, and \$17.5 million are earned, respectively. The earnout period is through December 31, 2027 with the potential to extend an additional two years. Refer to Note 13 for further information.

Debt Issuance Costs

Costs incurred which are directly related to the issuance of debt are deferred and amortized using the effective interest method and are presented as a reduction to the carrying value of the associated debt on our Consolidated Balance Sheets. As these costs are amortized, they are included in interest expense, net within our Consolidated Statements of Operations.

Noncontrolling Interests

Noncontrolling interests ("NCI") reflect the portion of income or loss and the corresponding equity attributable to third-party equity holders and employees in certain consolidated subsidiaries that are not 100% owned by the Company. Noncontrolling interests is presented as a separate component in our Consolidated Statements of Operations to clearly distinguish between our interests and the economic interest of third parties in those entities. Net income attributable to P10, as reported in the Consolidated Statements of Operations, is presented net of the portion of net income attributable to holders of non-controlling interest. NCI is allocated a share of income or loss in the respective consolidated subsidiaries in proportion to their relative ownership interest.

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.

As of March 31, 2024 and December 31, 2023, 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, restricted cash, prepaid assets, accounts payable, accounts receivable, and due from related parties approximate fair values due to the short-term maturities of these instruments. We estimate the fair value of the credit facility using level two inputs. We discount the future cash flows using current interest rates at which we could obtain similar borrowings. The Company has a contingent consideration liability related to the acquisition of Bonaccord that is measured at fair value and is remeasured on a recurring basis. The Company also had a contingent consideration liability related to the acquisition of Hark, which was paid in full on July 27, 2023. See Note 10 for additional information.

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Revenue Recognition

Revenue is recognized when, or as, 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 the customer is 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.

Management and Advisory Fees

The Company earns management fees for asset management services provided to the Funds where the Company has discretion over investment decisions. The Company primarily earns fees for advisory services provided to clients where the Company does not have discretion over investment decisions. Management and advisory fees received in advance reflects the amount of fees that have been received prior to the period the fees are earned. These fees are recorded as deferred revenues on the Consolidated Balance Sheets due to the performance obligation not being satisfied at the time of collection.

For asset management and advisory services, the Company typically satisfies its performance obligations over time as the services are provided as a distinct series of daily performance obligations that the customer simultaneously benefits from as they are performed. Asset management fees are based on the contractual terms of each contract which differ, such as fees calculated based on committed capital or deployed capital, fees initially calculated based on committed capital during the investment period and on net invested capital through the remainder of the fund's term, fees that step down during specified periods of the fund's term, or in limited instances, fees based on assets under management. At contract inception, no revenue is estimated as the fees are dependent variable amounts which are susceptible to factors outside of our control. Fees are recognized for services provided during the period, which are distinct from services provided in other periods. In certain asset management and advisory agreements progress is measured using the practical expedient under the output method resulting in the recognition of revenue in the amount for which the Company has a right to invoice.

Advisory services fees are determined using fixed-rate fees and are recognized over time as the related services are completed. Other advisory services include transaction and management fees associated with managing the origination and ongoing compliance of certain investments.

The Company is applying the optional disclosure exemption for variable consideration for unsatisfied performance obligations, as the variable consideration relates to these unsatisfied performance obligations being fulfilled as a series. The performance obligations related to these contracts are expected to be satisfied over the next 1 -10 years as services are provided to the customer.

Catch-up fees are earned from investors that make commitments to the fund after the first fund closing occurs during 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. Catch-up fees are recorded as revenue when such commitments are made as variable consideration.

Other Revenue

Other revenue on our Consolidated Statements of Operations primarily consists of subscriptions, consulting agreements, interest income, and referral fees. Interest income is from interest bearing fund bank accounts managed by the Company and is additional consideration per the Limited Partner Agreements. Interest income is recognized as it is earned. 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 revenues on our Consolidated Balance Sheets. Referral fee revenue is recognized upon closing of certain opportunities.

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

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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, if the Company is in a net income position. Because the impact of these items is generally anti-dilutive during periods of net loss, there is no difference between basic and diluted loss per common share for periods with net losses. See Note 16 for additional information.

When the Company is in a net income position, 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 as well as the vesting of restricted stock units. Also included in the diluted EPS denominator are the units of P10 Intermediate owned by the sellers of WTI, assuming the option to exchange the units for shares of Class A common stock of the Company is exercised in full. 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 relates to grants for shares of P10 awarded to our employees through stock options as well as RSUs awarded to employees and RSAs issued to non-employee directors as compensation for service on the Company's board. Stock compensation expense for awards that cliff-vest after a service period is recorded ratably over the vesting period at the fair market value on the grant date. For awards with graded vesting, and vesting only requires a service condition, the Company elected, in accordance with ASC 718, *Compensation - Stock Compensation* ("ASC 718"), to treat these awards as single awards for recognition purposes and recognize compensation on a straight-line basis over the requisite service period of the entire award. For awards with graded vesting and require either a performance condition or market condition to vest, the Company treats each expected vesting tranche as an individual award and recognizes expense ratably over the vesting period at the fair market value on the grant date. Certain acquisition-related RSUs vest after meeting certain performance metrics. For these, the Company uses the tranche method and recognizes expense for each tranche of RSUs deemed probable of vesting on a straight-line basis over the expected vesting period. The Company evaluates the probability of vesting at each reporting period. Unvested units are remeasured quarterly against performance metrics as a liability on the Consolidated Balance Sheets. Refer to Note 15 for further discussion. Forfeitures are recognized as they occur.

Segment Reporting

According to ASC 280, *Disclosures about Segments of an Enterprise and Related Information*, operating segments are defined as components of an enterprise for which discrete financial information is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company operates our business as a single operating segment, which is how our chief operating decision maker (our Chief Executive Officer) evaluates financial performance and makes decisions regarding the allocation of resources.

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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 of assets and activities are not required if market participants can acquire the set of assets and activities and continue to produce outputs. In addition, the Company also performs a screen test to determine when a set of assets and activities 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 of assets is not a business. If the set of assets and activities 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.

The consideration for certain of our acquisitions may include liability classified contingent consideration, which is determined based on formulas stated in the applicable purchase agreements. The amount to be paid under these arrangements is based on certain financial performance measures subsequent to the acquisitions. The contingent consideration included in the purchase price is measured at fair value on the date of the acquisition. The liabilities are remeasured at fair value on each reporting date, with changes in the fair value reflected in operating expenses on our Consolidated Statements of Operations.

For business acquisitions, the Company recognizes the fair value of goodwill and other acquired intangible assets, and estimated contingent consideration at the acquisition date as part of purchase price. This fair value measurement is based on unobservable (Level 3) inputs.

Dividends

Dividends are reflected in the Consolidated Financial Statements when declared.

Recent Accounting Pronouncements

Effective January 1, 2024, the Company adopted ASU 2022-03, *Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions* ("ASU 2022-03"). The amendments in this update affect all entities that have investments in equity securities measured at fair value that are subject to a contractual sale restriction. The amendments clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments also clarify that an entity cannot, as a separate unit of account, recognize and measure a contractual sale restriction. The adoption of ASU 2022-03 did not have a material impact on the Company's Consolidated Financial Statements.

Pronouncements Not Yet Adopted

On November 27, 2023, the FASB issued ASU 2023-07, *Improvements to Reportable Segment Disclosure* ("ASU 2023-07"), which requires incremental disclosures related to a public entity's reportable segments. Required disclosures include, on an annual and interim basis, significant segment expenses that are regularly provided to the chief operating decision maker (CODM) and included within each reported measure of segment profit or loss, an amount for other segment items (which is the difference between segment revenue less segment expenses and less segment profit or loss) and a description of its composition, the title and position of the CODM, and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. The standard also permits disclosure of more than one measure of segment profit. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and

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interim periods within fiscal years beginning after December 15, 2024. We are evaluating the effects of these amendments on our financial reporting.

On December 14, 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures* ("ASU 2023-09") to expand the disclosure requirements for income taxes, specifically related to the rate reconciliation and income taxes paid. ASU 2023-09 is effective for our annual periods beginning January 1, 2025. We are evaluating the effects of these amendments on our financial reporting.

Note 3. Revenue

The following presents revenues disaggregated by product offering:

	For the Three Months Ended March 31,	
	2024	2023
Management fees	\$ 63,844	\$ 55,536
Advisory fees	1,278	1,051
Subscriptions	169	134
Other revenue	824	532
Total revenues	\$ 66,115	\$ 57,253

Note 4. Strategic Alliance Expense

In connection with the Bonaccord acquisition, Bonaccord entered into a Strategic Alliance Agreement ("SAA") with a third-party investor. This SAA provides the third-party the right to receive 15% of the net management fee earnings, which includes the management fees minus applicable expenses, for Bonaccord Fund I and subsequent funds, paid quarterly, in exchange for funding certain amounts of capital commitments to the fund. Net management fee earnings the third-party has the right to receive is based on the total capital committed. For the three months ended March 31, 2024 and 2023, the strategic alliance expense reported was \$0.6 million and \$0.4 million, respectively. This is reported on the Consolidated Statements of Operations as strategic alliance expense in operating expenses.

Within 60 days following the final closing of the next fund, Bonaccord Fund II ("Fund II"), the third-party has the opportunity to acquire, at the price at the time of the original acquisition, equity interests in Bonaccord based on the amount of commitment made. For each \$5.0 million, up to a maximum of \$250.0 million in irrevocable capital commitments to Fund II, the third-party can acquire 10 basis points up to a maximum of 5% equity in Bonaccord. The third party would be entitled to receive distributions of net management fee earnings by the percentage acquired, retroactive to the date of the first close in Fund II. The maximum commitment requirement has been met as of March 31, 2024. Fund II has not yet reached the final close but the Company believes it is probable that the third-party will exercise the option to acquire equity in Bonaccord and has begun to accrue an additional 5% of net management fee earnings, which is included in the strategic alliance expense. If executed, the purchase price shall be reduced by the amount of management fee distributions which the third-party would have been paid as of the initial closing of Fund II.

Similar terms apply for Bonaccord Fund III ("Fund III") with the exception that the third-party can acquire 9.8 basis points for every \$5.0 million committed up to 4.9%. This commitment has not yet been met as of March 31, 2024 as Fund III has not yet started raising capital. If commitment conditions to funds subsequent to Funds II and III are not satisfied, then within 60 days of the final closing of such subsequent fund giving rise to the condition not being satisfied, the Company may elect to repurchase the equity granted to the third-party. The repurchase shall be at the fair market value of such equity at that point in time.

Note 5. Notes Receivable

The Company has two types of notes receivable. The first is an Advance Agreement and Secured Promissory Note that was executed on September 30, 2021 between the Company and BCP to lend funds to certain employees to be used to pay general partner commitments to certain funds managed by Bonaccord. This agreement provides for a note to BCP for \$5.0 million, of which \$4.8 million was drawn as of March 31, 2024 with a maturity date of September 30, 2031. The note will

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earn interest at the greater of (i) the applicable federal rate that must be charged to avoid imputation of interest under Section 1274(d) of the U.S. Internal Revenue Code and (ii) 5.5%. The stated interest rate is the effective rate. Interest will be paid on December 31st of each year commencing December 31, 2021, with any unpaid accrued interest being capitalized and added to the outstanding principal balance. Principal payments will be made periodically from mandatorily required payments from available cash flows at BCP.

The second consists of Secured Promissory Notes that were executed on October 13, 2023 between the Company and certain employees of Bonaccord to lend funds to be used to pay general partner commitments to certain funds managed by Bonaccord. The notes provided \$1.0 million of cash, in aggregate, to certain employees and is collateralized by such employees' privately owned shares of the Company. The term of the additional notes is five years, maturing on October 13, 2028 with all principal due at maturity. The notes will accrue interest at SOFR plus 2.10% and is payable annually in arrears.

As of March 31, 2024 and December 31, 2023, the total notes receivable balance was \$5.8 million and \$5.8 million, respectively. The Company recognized interest income of \$0.1 million and \$0.1 million for the three months ended March 31, 2024 and 2023, respectively.

Note 6. Variable Interest Entities

Consolidated VIEs

The Company consolidates certain VIEs for which it is the primary beneficiary. VIEs consist of certain operating entities not wholly owned by the Company and include P10 Intermediate, Holdco, RCP 2, RCP 3, TrueBridge, Hark, Bonaccord, and WTI. The assets of the consolidated VIEs totaled \$566.6 million and \$579.4 million as of March 31, 2024 and December 31, 2023, respectively. The liabilities of the consolidated VIEs totaled \$422.6 million and \$397.6 million as of March 31, 2024 and December 31, 2023, respectively. With the exception of the Credit Facility, the assets of our consolidated VIEs are owned by those entities and not generally available to satisfy P10's obligations. The liabilities of our consolidated VIEs are obligations of those entities and their creditors do not generally have recourse to the assets of P10.

Unconsolidated VIEs

Through its subsidiary, ECG, the Company holds variable interests in the form of direct equity interests in certain VIEs that are not consolidated because the Company is not the primary beneficiary. The Company's maximum exposure to loss is limited to the potential loss of assets recognized relating to these unconsolidated entities. These variable interests are included in investment in unconsolidated subsidiaries on the accompanying Consolidated Balance Sheets.

Note 7. Investment in Unconsolidated Subsidiaries

The Company's investment in unconsolidated subsidiaries consist of unconsolidated equity method investments primarily related to ECG's tax credit finance and asset management activities. Additionally, the investment in Enhanced Capital Partners and Enhanced PC is recorded at zero. The Company, therefore, suspended the use of the equity method of accounting because the Company has no guaranteed obligations or commitments to provide financial support to the investee.

As of March 31, 2024, investment in unconsolidated subsidiaries totaled \$2.8 million, of which \$0.9 million related to RCP's investment in a privately held investment manager, \$1.9 million related to ECG's asset management businesses, and \$0 related to ECG's tax credit finance businesses. As of December 31, 2023, investment in unconsolidated subsidiaries totaled \$1.7 million, of which \$0 related to RCP's investment in a privately held investment manager, \$1.7 million related to ECG's asset management businesses, and \$0 related to ECG's tax credit finance businesses.

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Note 8. Property and Equipment

Property and equipment consist of the following:

	As of March 31, 2024	As of December 31, 2023
Computers and purchased software	\$ 1,611	\$ 1,528
Furniture and fixtures	1,671	1,666
Leasehold improvements	3,058	2,894
	6,340	6,088
Less: accumulated depreciation	(2,975)	(2,763)
Total property and equipment, net	<u>\$ 3,365</u>	<u>\$ 3,325</u>

Note 9. Goodwill and Intangibles

Changes in goodwill for the three months ended March 31, 2024 are as follows:

Balance at December 31, 2023	<u>\$ 506,038</u>
Increase from acquisitions	-
Balance at March 31, 2024	<u>\$ 506,038</u>

Intangibles consists of the following:

	As of March 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:			
Trade names	\$ 17,375	\$ —	\$ 17,375
Technology	30	—	30
Total indefinite-lived intangible assets	17,405	—	17,405
Finite-lived intangible assets:			
Trade names	28,240	(6,422)	21,818
Management and advisory contracts	194,666	(117,528)	77,138
Technology	2,380	(1,983)	397
Total finite-lived intangible assets	225,286	(125,933)	99,353
Total intangible assets	<u>\$ 242,691</u>	<u>\$ (125,933)</u>	<u>\$ 116,758</u>
	As of December 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived intangible assets:			
Trade names	\$ 17,375	\$ —	\$ 17,375
Technology	30	—	30
Total indefinite-lived intangible assets	17,405	—	17,405
Finite-lived intangible assets:			
Trade names	28,240	(5,789)	22,451
Management and advisory contracts	194,666	(111,873)	82,793
Technology	2,380	(1,834)	546
Total finite-lived intangible assets	225,286	(119,496)	105,790
Total intangible assets	<u>\$ 242,691</u>	<u>\$ (119,496)</u>	<u>\$ 123,195</u>

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Management and advisory contracts and finite lived trade names are amortized over 7 - 16 years and are being amortized in line in which the economic benefits that are expected to occur. 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:

2024	\$	19,175
2025		21,269
2026		16,640
2027		13,307
2028		9,986
Thereafter		18,976
		<u>99,353</u>
Total amortization	\$	<u>99,353</u>

Note 10. Fair Value Measurements

The Company measures certain liabilities at fair value on a recurring basis which are discussed below. The credit facility's estimated fair value was \$314.0 million and \$289.8 million as of March 31, 2024 and December 31, 2023, respectively using Level 2 inputs.

Earnouts associated with the acquisitions of Bonaccord and Hark

Included in total consideration of the acquisition of Bonaccord is an earnout payment not to exceed \$20 million. The amount ultimately owed to the sellers is based on achieving specific fundraising targets and any amounts paid to the sellers will be paid by October 2027, at which point the earnout expires. Payments are made after each close. As of March 31, 2024, \$13.4 million has been paid in total contingent consideration associated with the earnout, of which \$0.2 million was paid in the three months ended March 31, 2024. Total remeasurement expense recognized for the three months ended March 31, 2024 and March 31, 2023 was \$0 and \$0.3 million, respectively. This is included in contingent consideration expense on the Consolidated Statements of Operations. The Company's contingent consideration is considered to be a Level 3 fair value measurement as the significant inputs are unobservable and require significant judgment or estimation. The remainder of the earnout is highly probable to be achieved given the fundraising amount to date and projected fundraising should satisfy the targets. As of March 31, 2024, the estimated fair value of the remaining contingent consideration totaled \$6.5 million. Following March 31, 2024, through the date these financial statements were issued, the Company has paid \$1.0 million towards the remaining contingent consideration.

Included in the total consideration of the acquisition of Hark is an earnout not to exceed \$5.4 million. Total remeasurement expense recognized for the three months ended March 31, 2024 and March 31, 2023 totaled \$0 and \$0.1 million, respectively. This is included in contingent consideration expense on the Consolidated Statements of Operations. The entirety of the Hark contingent consideration of \$5.4 million was paid during the year ended December 31, 2023.

The following tables provide details regarding the classification of these liabilities within the fair value hierarchy as of the dates presented:

	As of March 31, 2024			
	Level I	Level II	Level III	Total
Liabilities				
Contingent consideration obligation	\$ -	\$ -	\$ 6,509	\$ 6,509
Total liabilities	\$ -	\$ -	\$ 6,509	\$ 6,509

	As of December 31, 2023			
	Level I	Level II	Level III	Total
Liabilities				
Contingent consideration obligation	\$ -	\$ -	\$ 6,693	\$ 6,693
Total liabilities	\$ -	\$ -	\$ 6,693	\$ 6,693

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For the liabilities presented in the tables above, there were no changes in fair value hierarchy levels during the three months ended March 31, 2024 and December 31, 2023.

The changes in the fair value of Level III financial instruments are set forth below:

Contingent Consideration Liability	For the Three Months Ended March 31,	
	2024	2023
Balance, beginning of year:	\$ 6,693	\$ 17,337
Change in fair value	30	390
Settlements	(214)	(688)
Balance, end of period:	<u>\$ 6,509</u>	<u>\$ 17,039</u>

The fair value of the contingent consideration liability represents the fair value of future payments upon satisfaction of performance targets. The assumptions used in the analysis are inherently subjective; therefore, the ultimate amount of the contingent consideration liability primarily relate to the expected future payments of obligations with a discount rate applied. The contingent consideration liability is included in contingent consideration on the Consolidated Balance Sheets. Changes in the fair value of the liability are included in contingent consideration expense on the Consolidated Statements of Operations.

Note 11. Debt Obligations

Debt obligations consists of the following:

	As of March 31, 2024	As of December 31, 2023
Revolver facility	\$ 117,200	\$ 90,700
Debt issuance costs	(1,615)	(1,848)
Revolver facility, net	<u>\$ 115,585</u>	<u>\$ 88,852</u>
Term Loan	\$ 199,219	\$ 201,875
Debt issuance costs	(768)	(883)
Term loan, net	<u>\$ 198,451</u>	<u>\$ 200,992</u>
Total debt obligations, net	<u>\$ 314,036</u>	<u>\$ 289,844</u>

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The principal balance consists of the following tranches:

	March 31, 2024			
	<u>Principal Amount</u>	<u>Base Rate</u>	<u>SOFR Rate</u>	<u>Rate Expiration Date</u>
Term Loan	\$ 117,188	2.10%	5.18%	6/28/2024
Term Loan	82,031	2.10%	5.45%	4/18/2024
Revolver Facility	16,500	2.10%	5.34%	5/29/2024
Revolver Facility	9,500	2.10%	5.32%	4/29/2024
Revolver Facility	14,000	2.10%	5.31%	6/27/2024
Revolver Facility	12,000	2.10%	5.33%	6/14/2024
Revolver Facility	2,000	2.10%	5.33%	4/8/2024
Revolver Facility	3,500	2.10%	5.32%	4/30/2024
Revolver Facility	5,500	2.10%	5.34%	5/28/2024
Revolver Facility	12,100	2.10%	5.32%	4/8/2024
Revolver Facility	4,600	2.10%	5.32%	6/11/2024
Revolver Facility	2,000	2.10%	5.32%	5/23/2024
Revolver Facility	7,500	2.10%	5.33%	4/15/2024
Revolver Facility	10,500	2.10%	5.34%	6/3/2024
Revolver Facility	17,500	2.10%	5.33%	4/22/2024
Total	<u>\$ 316,419</u>			

Revolving Credit Facility and Term Loan

On December 22, 2021, the Company entered into a new credit agreement (the "Credit Agreement") with JPMorgan, in its capacity as administrative agent and collateral agent, and Texas Capital Bank, as joint lead arrangers and joint bookrunners, and the other loan parties party thereto. The Credit Agreement consists of two facilities. The first is a revolving credit facility with an available balance of \$125 million (the "Revolver Facility"). The second is a term loan for \$125 million (the "Term Loan"). In addition to the Term Loan and Revolver Facility, the Credit Agreement also includes a \$125 million accordion feature. In October 2022, the accordion feature was exercised with the acquisition of WTI at which point it was split into \$87.5 million worth of term loan and \$37.5 million of revolver.

Both facilities are "Term SOFR Loans" meaning loans bearing interest based upon the "Adjusted Term SOFR Rate". The Adjusted Term SOFR Rate is the Secured Overnight Financing Rate ("SOFR") at the date of election, plus 2.10%. The Company can elect one or three months for the Revolver Facility and three or six months for the Term Loan. Principal for the Term Loan is contractually repaid at a rate of 1.25% on the term loan quarterly effective March 31, 2023. The Revolving Credit Facility has no contractual principal repayments until maturity, which is December 22, 2025 for both facilities. Certain P10 subsidiaries are encumbered by this debt agreement.

The Credit Agreement contains affirmative and negative covenants typical of such financing transactions, and specific financial covenants which require P10 to maintain a minimum leverage ratio. As of March 31, 2024, P10 was in compliance with its financial covenants required under the facility. For the three months ended March 31, 2024 and March 31, 2023, \$5.4 million and \$4.8 million of interest expense was incurred, respectively.

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Debt Payable

Future principal maturities of debt as of March 31, 2024 are as follows:

2024	\$	7,969
2025		308,450
2026		-
Thereafter		-
	\$	<u>316,419</u>

Note 12. Related Party Transactions

Effective January 1, 2021, the Company entered into a sublease with 210 Capital, LLC, a related party, for office space serving as our corporate headquarters. The monthly rent expense is \$20.3 thousand, and the lease expires December 31, 2029. In the fourth quarter of 2022, the Company sublet an additional amount of office space in the corporate headquarters. This contributed an additional \$3.4 thousand monthly. P10 has paid \$0.1 million and \$0.1 million in rent to 210 Capital, LLC for the three months ended March 31, 2024 and March 31, 2023, respectively.

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 March 31, 2024, the total accounts receivable from the Funds totaled \$23.8 million, of which \$6.9 million related to reimbursable expenses and \$16.9 million related to fees earned but not yet received. As of December 31, 2023, the total accounts receivable from the Funds totaled \$18.9 million, of which \$5.5 million related to reimbursable expenses and \$13.4 million related to fees earned but not yet received. Reimbursable expenses and fees earned but not yet received are included in due from related parties and accounts receivable on the Consolidated Balance Sheets, respectively. In certain instances, the Company may incur expenses related to specific products that never materialize.

Upon the closing of the Company's acquisition of ECG and ECP, the Advisory Agreement between ECG and Enhanced PC immediately became effective. Under this agreement, ECG provides 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, and new projects undertaken by Enhanced PC. In exchange for those services, which commenced on January 1, 2021, ECG receives advisory fees from Enhanced PC based on a declining fixed fee schedule, that is commensurate with the level of services being performed as the projects expire. The Company did not adjust the promised amount of consideration for the effects of a significant financing component at each contract inception as the Company expected that the period between services being provided and cash collection would be less than one year. The total advisory fees are \$110.1 million over ten years inclusive of new projects added since inception. This agreement is subject to customary termination provisions. Since inception, \$66.2 million of the total \$110.1 million advisory fees have been recognized as revenue. There was \$43.9 million in remaining performance obligations related to this agreement, which will be recognized between April 1, 2024 and December 31, 2031. For the three months ended March 31, 2024 and March 31, 2023, advisory fees earned or recognized under this agreement were \$4.2 million and \$4.9 million, respectively, and is reported in management and advisory fees on the Consolidated Statements of Operations. The Company also earns interest income on the balance outstanding. Revenues from interest were \$0.2 million and \$0.1 million for the three months ended March 31, 2024 and March 31, 2023, respectively, which is included in management and advisory fees on the Consolidated Statements of Operations. As of March 31, 2024 and December 31, 2023, the associated receivable was \$52.7 million and \$48.5 million and is included in due from related parties on the Consolidated Balance Sheets. Payment is expected to be collected as the permanent capital subsidiaries complete and liquidate multi-year projects covered under this agreement.

Upon the closing of the Company's acquisition of ECG and ECP, the Administrative Services Agreement between ECG and Enhanced Capital Holdings, Inc. ("ECH"), the entity which holds a controlling equity interest in ECP, immediately became effective. Under this agreement, ECG pays ECH for the use of their employees to provide services to Enhanced PC at the direction of ECG. The invoice associated with this agreement is paid quarterly in arrears and subject to 5% of interest per annum. The Company recognized \$3.2 million and \$3.2 million for the three months ended March 31, 2024 and March 31, 2023, respectively, related to this agreement within compensation and benefits in our Consolidated Statements of Operations. As of March 31, 2024 and December 31, 2023, the associated accrual was \$0.4 million and \$2.1 million, respectively, and is included in due to related parties on the Consolidated Balance Sheets.

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On September 10, 2021, Enhanced entered into a strategic partnership with Crossroads Impact Corp ("Crossroads"), the parent company of Capital Plus Financial ("CPF"), a leading certified development financial institution. Under the terms of the agreement, Enhanced will originate and manage loans across its diverse lines of business including small business loans to women and minority owned businesses, and loans to renewable energy and community development projects. The loans will be held by CPF and CPF will pay an advisory fee to Enhanced.

On July 6, 2022, Crossroads entered into the Advisory Agreement (the "Crossroads Advisory Agreement") with ECG. The Crossroads Advisory Agreement provides for ECG to receive a services fee of approximately 1.5% per year of the capital deployed by Crossroads under the Crossroads Advisory Agreement (0.375% quarterly) and an incentive fee of 15% over a 7% hurdle rate. In relation to the strategic partnership with Crossroads effective September 10, 2021 and the Crossroads Advisory Agreement, the Company recognized \$2.2 million and \$2.3 million for the three months ended March 31, 2024 and March 31, 2023, respectively, which is included in management and advisory fees on the Consolidated Statements of Operations.

On July 6, 2022, certain funds managed by the Company purchased 4,646,840 shares of Crossroads common stock at \$10.76 per shares, for an aggregate amount of approximately \$50 million. On August 1, 2022, an additional purchase of 1,394,052 shares of Crossroads common stock at \$10.76 per share occurred. The funds managed by the Company do not have the ability to change the investment strategy of Crossroads. Two members of the Board of Directors of the Company, including the Executive Chairman, are directors of Crossroads and have recused themselves from any decisions related to Crossroads or CPF. The Company recognizes an annual fee from the funds of \$20 thousand of which \$5 thousand and \$5 thousand have been recognized for the three months ended March 31, 2024 and March 31, 2023, which is included in management and advisory fees on the Consolidated Statements of Operations.

Upon the closing of the Bonaccord acquisition on September 30, 2021, an Advance Agreement and Secured Promissory Note was signed with BCP, an entity that was formed by employees of the Company. Additional Secured Promissory Notes were signed with certain Bonaccord employees on October 13, 2023. For details, see Note 5.

Note 13. Commitments and Contingencies

Operating Leases

The Company leases office space and various equipment under non-cancelable operating leases, with the longest lease expiring in 2032. These lease agreements provide for various renewal options. Rent expense for the various leased office space and equipment was approximately \$1.0 million for the three months ended March 31, 2024 and \$0.8 million for the three months ended March 31, 2023.

The Company leases an insignificant amount of office equipment under non-cancelable financing leases, with the longest lease expiring in 2028. The finance lease right-of-use asset is included in right-of-use assets and the finance lease liability is included in lease liabilities in the Consolidated Balance Sheets. Amortization and interest expense for the finance leased equipment is included in general, administrative, and other in the Consolidated Statements of Operations.

The following table presents information regarding the Company's operating leases as of March 31, 2024:

Operating lease right-of-use assets	\$ 19,551
Operating lease liabilities	\$ 22,498
Cash paid during three months ended March 31, 2024 for operating lease liabilities	\$ 1,038
Weighted-average remaining lease term (in years)	6.92
Weighted-average discount rate	4.95%

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The future contractual lease payments as of March 31, 2024 are as follows:

2024	\$ 2,123
2025	3,175
2026	3,909
2027	3,829
2028	3,549
Thereafter	10,745
Total undiscounted lease payments	27,330
Less imputed interest	(4,832)
Total operating lease liabilities	<u>\$ 22,498</u>

Earnout Payment

With the acquisition of WTI, an earnout payment of up to \$70.0 million of cash and common stock may be earned upon meeting certain performance metrics. Upon the achievement of \$20.0 million, \$22.5 million, and \$25.0 million of EBITDA, \$35.0 million, \$17.5 million, and \$17.5 million are earned, respectively. Of the total amount, \$50.0 million can be earned by the sellers and the remaining \$20.0 million would be allocated to employees of the Company at the time the earnout is earned. Payment to both sellers and employees is contingent on continued employment and, therefore, these earnout payments are recorded as compensation and benefits expense on the Consolidated Statements of Operations. Payments will be made in cash, with the option to pay up to 50.0% in units of P10 Intermediate, no later than 90 days following the last day of the calendar quarter in which a milestone payment is achieved. Total payments will not exceed \$70.0 million and any amounts paid will be paid by October 2027, at which point the earnout expires. The Company will evaluate whether each earn-out hurdle is probable of occurring and recognize an expense over the period the hurdle is expected to be achieved. As of March 31, 2024, the Company has determined that only the first two EBITDA hurdles are probable of being achieved. For the three months ended March 31, 2024 and March 31, 2023, \$3.0 million and \$5.9 million of expense was recognized, respectively, which is included in compensation and benefits in the Consolidated Statements of Operations. As of March 31, 2024 and December 31, 2023, the balance was \$29.2 million and \$26.2 million, respectively, which is included in accrued compensation and benefits in the Consolidated Balance Sheets. No payments have been made on the earnout.

Bonus Payment

In connection with the acquisition of WTI, certain employees entered into employment agreements. As part of these employment agreements, certain employees may receive a one-time bonus payment if the employee is employed by the Company as of the fifth anniversary of the effective date and the trailing-twelve month EBITDA of WTI at that time is equal to or greater than \$20.0 million. Payment can be made in cash or stock of P10, provided that no more than \$5.0 million will be payable in cash. Total payment will not exceed \$10.0 million and any amounts will be paid in October 2027, the fifth anniversary of the effective date. For the three months ended March 31, 2024 and March 31, 2023, the Company recognized \$0.5 million and \$0.5 million of expense, respectively, which is included in compensation and benefits in the Consolidated Statements of Operations. As of March 31, 2024 and December 31, 2023, the balance was \$2.9 million and \$2.4 million, respectively, and is included in accrued compensation and benefits in the Consolidated Balance Sheets.

Revenue Share Arrangement

The Company recognizes accrued contingent liabilities and contingent payments to customers assets in our Consolidated Balance Sheets for agreements that exist between ECG and third party customers. The agreements require ECG to share in certain revenues earned with the third parties and also include an option for the third parties to sell back the revenue share to ECG at a set multiple. The Company's contingent liabilities and corresponding contingent payments to customers are recognized once determined to be probable and estimable. The contingent payments to customers are amortized and recorded within management and advisory fees on the Consolidated Statements of Operations over the revenue share agreements. As of March 31, 2024, the Company has determined that the put options are probable of being exercised and have accrued estimated contingent liabilities and contingent payments to customers. As of March 31, 2024 and December 31, 2023, the associated liabilities were \$16.2 million and \$16.2 million, respectively, and are included in accrued contingent liabilities on the Consolidated Balance Sheets. The associated contingent payments to customers assets were \$13.6 million and \$14.0 million as of March 31, 2024 and December 31, 2023, respectively. The Company recognized \$0.4 million

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and \$0.4 million of amortization of contingent payments to customers for the three months ended March 31, 2024 and March 31, 2023, respectively, which is included in management and advisory fees on the Consolidated Statements of Operations. The Company will reassess each period and recognize all changes as if they occurred at inception.

Departure of Chief Operating Officer

The Company announced that William "Fritz" Souder, the Company's Chief Operating Officer ("COO"), will be retiring from P10 in May of 2024. Associated with his termination, the COO will receive \$1.2 million of severance payments. As of March 31, 2024 and December 31, 2023, the Company has \$1.2 million of severance payable related to the retirement, which is included in accrued compensation and benefits in the Consolidated Balance Sheets. The severance expense was accrued in the fourth quarter of 2023 and has no impact on the Consolidated Statements of Operations for the three months ended March 31, 2024 and March 31, 2023. In addition, the COO will be granted options to purchase 34,608 shares of common stock of the Company.

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 disclosed anything more likely than not to be recognized below, if any are applicable. We 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 14. 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.

Based on these methodologies, the Company's effective income tax rate was 25.11% for the three months ended March 31, 2024. The Company's effective income tax rate for the three months ended March 31, 2023 was not meaningful due to the impact of a discrete item recognized in the tax rate for the period that related to windfall tax benefits associated with employee stock options exercised during the period. Absent any discrete items for both years, the Company's effective tax rates would be 29.44% and 28.64% for the three months ended March 31, 2024 and March 31, 2023, respectively. The effective tax rate differs from the federal statutory rate of 21% due to executive compensation subject to Section 162(m) limitation, state taxes, and a discrete period recognition of windfall tax adjustments related to options exercised year-to-date.

The Company records deferred tax assets and liabilities for the future tax benefit or expense that will result from differences between the carrying value of its assets for income tax purposes and for financial reporting purposes, as well as for operating loss and tax credit carryovers. A valuation allowance is recorded to bring the net deferred tax assets to a level that, in management's view, is more likely than not to be realized in the foreseeable future. This level will be estimated based on a number of factors, especially the amount of net deferred tax assets of the Company that are actually expected to be realized, for tax purposes, in the foreseeable future. As of March 31, 2024, the Company has recorded a \$12.8 million valuation allowance against deferred tax assets, primarily related to a note impairment. There was no change to the valuation allowance during the period.

The Company monitors federal and state legislative activity and other developments that may impact our tax positions and their relation to the income tax provision. Any impacts will be recorded in the period in which the legislation is enacted or new regulations are issued. The Company is subject to examination by the United States Internal Revenue Service as well as state and local tax authorities. The Company is not currently under audit.

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Note 15. Stockholders' Equity

Equity-Based Compensation

On July 20, 2021, the Board of Directors approved the P10 Holdings, Inc. 2021 Stock Incentive Plan (the "Plan"), which replaced the 2018 Incentive Plan ("2018 Plan"), our previously existing equity compensation plan. The Compensation Committee of the Board of Directors may issue equity-based awards including stock options, stock appreciation rights, restricted stock units, and restricted stock awards. Starting with options granted in 2024 under the Plan, vesting occurs on a graded schedule with 25% vesting on each of the second, third, fourth, and fifth anniversary of the grant date, but only if the grantee is continuously employed by the Company or a subsidiary through each such date. Options granted prior to 2024 under both the Plan and the 2018 Plan cliff vest over a period of four or five years. The term of each option is no more than ten years from the date of grant. 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. Terms of all future awards will be granted under the Plan, and no additional awards will be granted under the 2018 Plan. Awards granted under the 2018 Plan continue to follow the 2018 Plan.

The 2018 Plan provided for an initial 6,300,000 shares (adjusted for the reverse stock split). The Plan provided for the issuance of 3,000,000 shares available for grant, in addition to those approved in the 2018 Plan for a total of 9,300,000 shares.

On June 17, 2022, at the Annual Meeting of Stockholders, the shareholders authorized an increase of 5,000,000 shares that may be issued under the Plan. On December 9, 2022, a special meeting of stockholders was held to increase the number of shares issuable under the Plan by 4,000,000 shares, resulting in a total of 18,300,000 shares available for grant under the Plan and the 2018 Plan.

A summary of stock option activity for the three months ended March 31, 2024 is as follows:

	<u>Number of Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Contractual Life Remaining (in years)</u>	<u>Aggregate Intrinsic Value (whole dollars)</u>
Outstanding as of December 31, 2023	12,715,381	\$ 8.15	7.82	\$ 30,872,113
Granted	2,470,917	7.99		
Exercised	(288,575)	1.17		
Expired/Forfeited	(38,584)	9.49		
Outstanding as of March 31, 2024	<u>14,859,139</u>	<u>\$ 8.25</u>	<u>7.99</u>	<u>\$ 19,536,214</u>
Exercisable as of March 31, 2024	<u>2,563,271</u>	<u>\$ 4.37</u>	<u>6.18</u>	<u>\$ 11,036,795</u>

Compensation expense equal to the grant date fair value is recognized for these awards over the vesting period and is included in compensation and benefits in our Consolidated Statements of Operations. Stock option compensation cost is estimated at the grant date based on the fair-value of the award, which is determined using the Black Scholes option valuation model and is recognized as expense ratably over the requisite service period of the award, generally five years. The share price used in the Black Scholes model is based on the trading price of our shares on the public markets. Expected life is based on the vesting period and expiration date of the option. Until October 2023, stock price volatility was 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. Since October 2023, stock price volatility is estimated using a weighted average of P10 and 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. The dividend yield is based on a \$0.0325 per share quarterly dividend. The stock-based compensation expense for stock options was \$2.8 million and \$1.6 million for the three months ended March 31, 2024 and March 31, 2023, respectively. Unrecognized stock-based compensation expense related to outstanding unvested stock options as of March 31, 2024 was \$14.2 million and is expected to be recognized over a weighted average period of 3.22 years. Any future forfeitures will impact this amount.

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The weighted average assumptions used in calculating the fair value of stock options granted during the three months ended March 31, 2024 and March 31, 2023 were as follows:

	For the Three Months Ended March 31,	
	2024	2023
Expected life (in years)	6.75	7.5
Expected volatility	37.50%	38.77%
Risk-free interest rate	4.23%	4.08%
Expected dividend yield	1.63%	1.13%

The Company has granted restricted stock awards ("RSAs") to certain non-employee directors. Holders of RSAs have no voting rights and accrue dividends until vesting with payment being made once they vest. All of the shares currently vest one year from the grant date.

	Number of RSAs	Weighted-Average Grant Date Fair Value Per RSA
Outstanding as of December 31, 2023	32,722	\$ 11.46
Granted	—	—
Vested	—	—
Forfeited	—	—
Outstanding as of March 31, 2024	32,722	\$ 11.46

The Company has granted restricted stock units ("RSUs") to certain employees. Holders of RSUs have no voting rights and generally are not eligible to receive dividends or other distributions paid with respect to any RSUs that have not vested. All of the shares currently vest one year from the grant date excluding the Hark, Bonaccord, and Executive Market Units, which are discussed in more detail below.

At the time of the Bonaccord acquisition, the Company entered into a Notice of Restricted Stock Units with certain employees of Bonaccord for grants of Restricted Stock Units ("Bonaccord Units") to be allocated to employees at a later date for meeting certain performance metrics. The Bonaccord Units may not be transferred, sold, pledged, exchanged, assigned or otherwise encumbered or disposed of by any grantee until it has become vested. On August 16, 2022, allocations were finalized pursuant to which an aggregate value of \$17.5 million of units may vest at each future achievement of performance metrics. As of March 31, 2024, certain performance metrics have been met and specific employees have earned \$8.8 million in value, which \$6.6 million was issued in shares and \$2.2 million was issued in cash. The Company evaluates whether it is probable that the Bonaccord Units will vest and applies the tranche method to determine the amount of expense to recognized during the period. Future vested tranches will be settled in cash. An expense of \$0.4 million and \$3.6 million has been recorded for the three months ended March 31, 2024 and March 31, 2023, respectively, on the Consolidated Statements of Operations. The unrecognized expense associated with the Bonaccord Units was \$4.3 million as of March 31, 2024.

At the time of the Hark acquisition, the Company entered into a Notice of Restricted Stock Units with an employee, which grants Restricted Stock Units ("Hark Units") for meeting a certain performance metric. The Hark Units may not be transferred, sold, pledged, exchanged, assigned or otherwise encumbered or disposed of by any grantee until they have become vested. All Hark Units have vested and been issued in 2023. An expense of \$0 and \$0.3 million has been recorded for the three months ended March 31, 2024 and March 31, 2023, respectively, on the Consolidated Statements of Operations.

At the time of Executive Transition, the Company entered into an Executive Transition Agreement with a certain former executive, which granted Restricted Stock Units ("Executive Transition Units") for meeting a service requirement. The Executive Transition Units may not be transferred, sold, pledged, exchanged, assigned or otherwise encumbered or disposed of by any grantee until they have become vested. The award has a stated value of \$4.0 million and will be issued in \$1.0 million increments quarterly beginning on October 20, 2023 and at the start of each of the following three quarters. Each \$1.0 million increment will vest one year following issuance. Attributes of this award include graded vesting and service conditions, therefore, the expense recognition of this award is recognized on straight-line basis over the requisite service period of the award in line with the policy election discussed in Note 2. As of March 31, 2024, \$2.0 million has been issued. For the three months ended March 31, 2024, \$0.6 million of stock compensation was recognized on the Consolidated

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Statements of Operations. No stock compensation expense for these units was incurred for the three months ended March 31, 2023. The unrecognized expense associated with the Executive Transition Units was \$2.9 million as of March 31, 2024.

At the time of Executive Transition, the Company entered into an Employment Agreement with a certain executive, which granted Restricted Stock Units ("Executive Market Units") for meeting a service requirement and achieving certain share price performance hurdles based on the thirty-day volume-weighted average price ("VWAP"). The executive is entitled to receive RSUs upon the thirty-day VWAP of the Company's common stock reaching certain per share prices at any time prior to the fifth anniversary of the start date. There are five price per share performance hurdles for the executive to meet with each hurdle achievement allowing for the issuance of \$8.0 million of units, with the number of shares determined by dividing \$8.0 million by the applicable stock price performance hurdle, for a total of up to \$40.0 million of units or approximately 2 million shares. The Executive Market Units may not be transferred, sold, pledged, exchanged, assigned or otherwise encumbered or disposed of by any grantee until they have become vested. The RSUs shall vest ratably on the third, fourth, and fifth anniversaries of the executive's start date, provided that no such units shall vest earlier than the first anniversary of the applicable issuance date of such units. The fair value was determined using a Monte Carlo simulation as of the executive's start date of October 23, 2023, and was determined to be \$10.8 million. As of March 31, 2024, none of the Executive Market Units have vested. For the three months ended March 31, 2024, \$0.7 million of stock compensation was recognized on the Consolidated Statements of Operations. No stock compensation was incurred for the three months ended March 31, 2023. The unrecognized expense associated with the Executive Market Units was \$9.6 million as of March 31, 2024.

The below table shows the assumptions used in the Monte Carlo simulation for the Executive Market Units' fair value.

	As of October 23, 2023
Expected life	5.0 (yrs)
Expected volatility	40.00%
Risk-free interest rate	4.81%
Expected dividend yield	1.42%

The below table excludes Executive Market Units that the market conditions have not been satisfied, Executive Transition Units that have not vested and are recorded as a liability, and Bonaccord or Hark that were issued outside of the Plan, that have not vested and are recorded as a liability or vested and settled in cash.

	Number of RSUs	Weighted-Average Grant Date Fair Value Per RSU
Outstanding as of December 31, 2023	1,418,094	\$ 9.15
Granted	943,242	8.22
Vested	(618,623)	9.93
Forfeited	—	—
Outstanding as of March 31, 2024	1,742,713	\$ 8.37

Note 16. 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. For the three months ended March 31, 2024 and March 31, 2023, diluted EPS also reflects the potential dilution that could occur assuming that all units in P10 Intermediate that were granted as a result of the WTI acquisition are converted to shares of Class A common stock. Because the impact of these items is generally anti-dilutive during periods of net loss, there is no difference between basic and diluted loss per common share for periods with net losses.

The Company has Class A and Class B shares outstanding, therefore follows the two-class method. However the shares are entitled to the same amount of the Company's earnings therefore the earnings per share calculation for Class A and Class B shares will always be equivalent.

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The following table presents a reconciliation of the numerators and denominators used in the computation of basic and diluted EPS:

	For the Three Months Ended March 31,	
	2024	2023
Numerator:		
Numerator for basic calculation—Net income		
Numerator for basic calculation—Net income attributable to P10	\$ 5,021	\$ 605
Adjustment for:		
Net income attributable to noncontrolling interests in P10 Intermediate	222	164
Numerator for earnings per share		
Numerator for earnings per share assuming dilution	<u>\$ 5,243</u>	<u>\$ 769</u>
Denominator:		
Denominator for basic calculation—Weighted-average shares outstanding, basic attributable to P10	115,129	115,921
Weighted shares assumed upon exercise of partnership units	3,917	3,917
Weighted shares assumed upon exercise of stock options	3,795	4,088
Denominator for earnings per share assuming dilution	<u>122,841</u>	<u>123,926</u>
Earnings per Class A share—basic	\$ 0.04	\$ 0.01
Earnings per Class A share—diluted	\$ 0.04	\$ 0.01
Earnings per Class B share—basic	\$ 0.04	\$ 0.01
Earnings per Class B share—diluted	\$ 0.04	\$ 0.01

The computations of diluted earnings per share on a weighted average basis would exclude 12.0 million options for the three months ended March 31, 2024, and 5.1 million options for the three months ended March 31, 2023, respectively, because the options were anti-dilutive.

Note 17. Subsequent Events

The Board of Directors of the Company has declared a quarterly cash dividend of \$0.035 per share of Class A and Class B common stock, payable on June 20, 2024, to the holders of record as of the close of business on May 31, 2024.

On May 9, 2024 an amendment to the Transition Agreement with Robert Alpert was executed, resigning him as Executive Chairman and Chairman of the Board effective as of the Company's Annual Meeting on June 14, 2024.

In accordance with ASC 855, Subsequent Events, the Company evaluated all material events or transactions that occurred after March 31, 2024, the Consolidated Balance Sheets date, through the date the Consolidated Financial Statements were issued, and determined there have been no additional events or transactions that would materially impact the Consolidated Financial Statements.

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

The following discussion and analysis relates to the activities and operations of P10. As used in this section, "P10," the "Company", "we" or "our" includes P10 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 quarterly report on Form 10-Q. 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 quarterly report on Form 10-Q. The following discussion may contain forward-looking statements that reflects 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 Form 10-Q, and in our annual report on Form 10-K for the year ended December 31, 2023, particularly in "Risk Factors" and the "Forward-Looking Information." Unless otherwise indicated, references in this Quarterly Report on Form 10-Q to fiscal 2024 and 2023 are to our fiscal years ended December 31, 2024 and 2023, respectively.

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, providing investors with specialized private market solutions across a comprehensive set of investment strategies, including primary investment funds, secondary investment, direct investment and co-investments and advisory solutions. As investors entrust us with additional capital, our relationships with our fund managers are strengthened, which drives additional investment opportunities, sources more data, enables portfolio optimization and enhances returns, and in turn attracts new investors.

On October 20, 2023, the Company entered into an executive transition agreement with each of Mr. Alpert and Mr. Webb (each, a "Transition Agreement"). Pursuant to the Transition Agreements, Mr. Alpert and Mr. Webb ceased to serve as Co-Chief Executive Officer, and Mr. Alpert and Mr. Webb were appointed as Executive Chairman and Executive Vice Chairman, respectively, for a one-year period. Additionally, Mr. Webb's Transition Agreement provides a one-year transition period to continue serving the Company in a mergers and acquisitions capacity. Effective October 23, 2023, the board of the Company appointed Luke A. Sarsfield III as Chief Executive Officer ("CEO") of the Company. In connection with his appointment as CEO, the Company entered into an employment agreement with Mr. Sarsfield (the "Employment Agreement") setting forth the terms of his employment and compensation. In connection with both the Transition Agreements and the Employment Agreement, provisions were made for severance and sign-on compensation, respectively. The associated expenses were recorded in compensation and benefits on the Consolidated Statements of Operations.

As of March 31, 2024, 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. PES also makes minority equity investments in a diversified portfolio of mid-sized managers across private equity, private credit, real estate and real assets. The PES investment team, which is comprised of 41 investment professionals with an average of 25+ 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 1,900+ investors, 300+ fund managers, 750+ private market funds and 2,900+ portfolio companies. We have 54 active investment vehicles. 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 5,600 investment firms, 10,200 funds, 47,000 individual transactions, 31,000 private companies and 317,000 financial metrics. As of March 31, 2024, PES managed \$12.5 billion of Fee-Paying Assets Under Management ("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 13 investment professionals with an average of 23+ 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 1,900+ investors, 80+ fund managers, 50+ direct investments, 350+ private market funds and 13,000+ portfolio companies. We have 20 active investment vehicles. 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 March 31, 2024, VCS managed \$6.5 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 14 investment professionals with an average of 23+ 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 120 investors. We currently have 36 active 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. From inception in 1999 through March 31, 2024, inclusive of proprietary assets and assets managed by affiliates, Enhanced Capital has raised a total of \$5.9 billion. Of the total AUM, impact assets represent \$3.8 billion invested in over 1,400 projects and businesses across 40 states, Washington DC, and Puerto Rico and does not include investments made by non-impact affiliates. Investments in clean energy have generated an estimate of over 2,229 GWh of renewable energy from inception to December 31, 2023. As of March 31, 2024, IIS managed \$1.9 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. PCS also provides loans to mid-life, growth equity, venture and other funds backed by the unrealized investments at the fund level and provide financing for companies that would otherwise require equity. The PCS investment team, which is comprised of 35 investment professionals with an average of 24+ years of experience, has deep and long-standing relationships in the private credit market which it has cultivated over the past 22 years, including 300+ investors across 11 active investment vehicles and 1,600+ portfolio companies with \$9.8+ billion 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 400 credit opportunities annually. We currently maintain 75+ active sponsor relationships and have 100+ platform investments. As of March 31, 2024, PCS managed approximately \$2.9 billion of FPAUM.

During 2022, the Board approved a program to repurchase up to \$40.0 million of outstanding shares of our Class A and Class B common stock. Upon completion of purchases under the prior authorizations, on February 27, 2024, the Board of Directors authorized an additional \$40.0 million for repurchases under the Stock Repurchase Program. These shares may be repurchased from time to time in the open market at prevailing market prices, in privately negotiated transactions, in block trades, in accordance with Rule 10b5-1 trading plans and/or through other legally permissible means. The timing and amount of any repurchases pursuant to the program will depend on various factors including, the market price of our Class A Common Stock, trading volume, ongoing assessment of our working capital needs, general market conditions, and other factors. As of March 31, 2024, \$59.5 million has been spent to buy back shares under this program.

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:

- *Primary Investment Funds*. Primary investment funds refer to investment vehicles which target investments in new private markets funds, which in turn invest directly in portfolio companies. P10's primary investment 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. We offer primary investment funds across private equity and venture capital solutions. Often, the fees are structured such that they step down, or decrease, over the life of the fund. Our primary funds comprise approximately \$13.8 billion of our FPAUM as of March 31, 2024.
- *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, alternative asset manager, 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. We offer direct and co-investment funds across our private equity, venture capital, impact investing and private credit solutions. Often, the fees are structured such that they step down, or decrease, over the life of the fund. Our direct investing platform comprises approximately \$8.4 billion of our FPAUM as of March 31, 2024.

- *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. We currently offer secondaries funds across our private equity solutions. Often, the fees are structured such that they step down, or decrease, over the life of the fund. Our secondary funds comprise approximately \$1.6 billion of our FPAUM as of March 31, 2024.

Operating Segments

We operate our business as a single operating segment, which is how our chief operating decision maker evaluates financial performance and makes 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 in which we operate, as well as changes in global economic conditions, and regulatory or other governmental policies or actions, which can materially affect the values of the funds our platforms manage, as well as our ability to effectively manage investments and attract capital. Despite rising interest rates and the global economy outlook remaining uncertain, we continue to see investors turning towards alternative investments to achieve consistent and higher yields with our contractually guaranteed fee rate.

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

- *Accelerating demand for private markets solutions.* Our ability to attract 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 (a) increasing long-term investor allocations towards private market asset classes, (b) legislation that allows retirement plans to add private equity vehicles as an investment option, and (c) 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 construction, 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 several 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 can 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. The SEC recently adopted new rules and rule amendments to enhance the regulation of private fund advisers and update the existing compliance rule that applies to all investment advisers. Compliance with these new rules is expected to increase our compliance costs and further restrict certain business activities. In addition, the SEC recently adopted significant new compliance requirements for investment advisers related to cybersecurity matters that are expected to increase compliance costs. 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 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 several 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.
- *Consolidation of Manager relationships and flight to quality.* As global financial markets continue to remain uncertain and private markets investors evaluate their exposure and allocation to private markets, a trend of consolidating managers has emerged. Our strategies, with long-track records of success, deep industry experience, well-established relationships, and high-quality investment opportunities, can benefit from a trend toward reducing the number of managers to which capital is allocated. Furthermore, we believe that by offering

investors access to access-constrained investment opportunities, investors may favor our strategies as they make decisions on market exposure and allocation levels.

- *Counter-cyclical strategies can thrive in a higher-rate environment.* Some strategies are counter-cyclical in nature and can take advantage of a higher rate environment. Specifically, private credit products, including our NAV lending strategy, with floating rate terms, benefit from the current environment, with floating rates and longer duration. The higher rate environment also benefits our venture debt strategy as rates float throughout the investment period.

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 for additional information regarding the way revenues are recognized.

We earn management and advisory fees based on a percentage of investors' capital commitments to, in funds or deployed capital. 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. Fee schedules are generally fixed and 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 ("catch up fees") on the funds we manage. Catch-up fees are earned from investors that make commitments to the fund after the first fund closing occurs during 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.

Other revenue consists of subscription and consulting agreements and referral fees that we offer in certain cases. Subscription and consulting agreements provide advisory and/or reporting services to our investors such as monitoring and reporting on an investor's existing private markets investments. 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 opportunities where we have referred credit opportunities that do not match our investment criteria.

The Company recognizes an accrued contingent liability and contingent payments to customers in our Consolidated Balance Sheets for agreements between ECG and third parties. The agreements require ECG to share in certain revenues earned with the third party and also includes an option for the third party to sell back the revenue share to ECG at a set multiple. Additionally, ECG holds the option to buy back 50% of the revenue share at a set multiple. The options to repurchase the revenue share are not exercisable until a certain period of time has lapsed per the agreements. The Company believes it is probable that the third parties will exercise their options to sell back the revenue share and has recognized liabilities on the Consolidated Balance Sheets. The Company has also recognized contingent payments to customers assets associated with the agreements and will amortize the assets against revenue over the length of the management contracts. The amortization is reported in management and advisory fees on the Consolidated Statements of Operations.

Operating Expenses

Compensation and benefits are our largest expense and consists of salaries, bonuses, severance, stock-based compensation, earnout and bonus payments related to the acquisition of WTI, employee benefits and employer-related payroll taxes. Despite our general operating leverage that exists, we expect to continue to experience an incremental 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 an 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.

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. As our Company is an SEC registrant, our professional fees will fluctuate commensurate with our strategic objectives and potential acquisitions, and certain recurring accounting advisory, audit and tax expenses will increase to comply with additional regulatory requirements.

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

Strategic alliance expense is included in operating expenses. This expense is driven by the Strategic Alliance Agreement that Bonaccord entered into with an investor at the time Bonaccord was acquired in exchange for a portion of net management fee earnings.

Other (Expense)/ Income

Interest expense, net, includes interest paid and accrued on our outstanding debt, along with the amortization of deferred financing costs. Other (expense)/income includes any accrued expenses related to litigation and regulatory activity as necessary, which would be discussed in Note 13 of our Consolidated Financial Statements.

Income Tax Benefit/(Expense)

Income tax benefit/(expense) is comprised of current and deferred tax benefit (expense). Current income tax benefit/(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.

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

For the three months ended March 31, 2024 and March 31, 2023.

	For the three months ended March 31,			
	2024	2023	\$ Change	% Change
REVENUES	(in thousands)			
Management and advisory fees	\$ 65,122	\$ 56,587	\$ 8,535	15%
Other revenue	993	666	327	49%
Total revenues	66,115	57,253	8,862	15%
OPERATING EXPENSES				
Compensation and benefits	37,109	35,642	1,467	4%
Professional fees	3,768	3,842	(74)	(2)%
General, administrative and other	6,057	4,857	1,200	25%
Contingent consideration expense	30	390	(360)	(92)%
Amortization of intangibles	6,437	7,248	(811)	(11)%
Strategic alliance expense	615	403	212	53%
Total operating expenses	54,016	52,382	1,634	3%
INCOME FROM OPERATIONS	12,099	4,871	7,228	148%
OTHER (EXPENSE)/INCOME				
Interest expense, net	(5,776)	(5,172)	(604)	12%
Other income	678	113	565	500%
Total other (expense)	(5,098)	(5,059)	(39)	1%
Net income/(loss) before income taxes	7,001	(188)	7,189	3,824%
Income tax (expense)/benefit	(1,758)	957	(2,715)	(284)%
NET INCOME	\$ 5,243	\$ 769	\$ 4,474	582%

Revenues

Three Months Ended March 31, 2024 and March 31, 2023

Our total 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, therefore our average fee rates have remained stable at approximately 1% for the three months ended March 31, 2024 and March 31, 2023. For the three months ended March 31, 2024 compared to the three months ended March 31, 2023, total revenues increased by \$8.9 million or 15% due to organic FPAUM growth across Bonaccord and TrueBridge.

Management and advisory fees increased by \$8.5 million, or 15%, to \$65.1 million for the three months ended March 31, 2024 as compared to the three months ended March 31, 2023 due primarily to organic FPAUM growth of \$8.9 million at Bonaccord and TrueBridge, slightly offset by fee step-downs at Five Points Capital for \$0.3 million. Catch-up fees for the three months ended March 31, 2024 were \$7.7 million of the \$65.1 million in management and advisory fees associated with the fund closings at Bonaccord, TrueBridge, and RCP compared to the \$3.0 million associated with fund closings at Bonaccord, TrueBridge, and RCP for the three months ended March 31, 2023.

Other revenues, which represent ancillary elements of our business, increased by \$0.3 million or 49% to \$1.0 million for the three months ended March 31, 2024 as compared to the three months ended March 31, 2023 driven primarily by an increase of \$0.3 million of interest income in other revenue.

	2024	2023	\$ Change	% Change
OPERATING EXPENSES				
	(in thousands)			
Compensation and benefits	\$ 37,109	\$ 35,642	\$ 1,467	4 %
Professional fees	3,768	3,842	(74)	(2) %
General, administrative, and other	6,057	4,857	1,200	25 %
Contingent consideration expense	30	390	(360)	(92) %
Amortization of intangibles	6,437	7,248	(811)	(11) %
Strategic alliance expense	615	403	212	53 %
Total operating expenses	<u>\$ 54,016</u>	<u>\$ 52,382</u>	<u>\$ 1,634</u>	<u>3 %</u>

Operating Expenses

For the Three Months Ended March 31, 2024 and March 31, 2023

Total operating expenses increased by \$1.6 million, or 3%, to \$54.0 million for the three months ended March 31, 2024 compared to the three months ended March 31, 2023. This increase was primarily due to increases in general, administrative and other expenses as well as compensation and benefits expense offset slightly by decreases in amortization expense of intangibles and contingent consideration expense.

Compensation and benefits expense increased by \$1.5 million, or 4%, to \$37.1 million, for the three months ended March 31, 2024 compared to the three months ended March 31, 2023. The increase was primarily driven by a \$1.8 million increase due to increases in headcount and associated benefits across the Company as well as merit-based salary raises to retain and motivate talent across the Company offset by a decrease in stock compensation expense recognized in the first quarter of 2024 as compared to the first quarter of 2023, respectively. Stock compensation expense decreased by \$0.3 million, which was primarily driven by remeasurement for the fair value of the Bonaccord Units and Hark Units related to the acquisition of Bonaccord and Hark. In 2023, the Hark Units were fully earned and recognized, therefore, there was no correlating expense in 2024 associated with the Hark Units. Moreover, The Bonaccord Units, which are recognized using the tranche method, had a decrease in expense for the first quarter of 2024 compared to the first quarter of 2023.

Professional fees decreased by \$0.1 million, or 2%, to \$3.8 million. The primary cost in professional fees for the three months ended March 31, 2024 and 2023 are audit, tax, and legal fees associated with year end reporting and strategic planning.

General, administrative and other increased by \$1.2 million, or 25%, to \$6.1 million, due primarily to ongoing enhancements to infrastructure, technology, and security as well as marketing efforts.

Contingent consideration expense decreased by \$0.4 million, to \$0, for the three months ended March 31, 2024 as compared to the three months ended March 31, 2023. This was driven by remeasurement for the fair value of the contingent

consideration related to the acquisition of Bonaccord. The Hark contingent consideration was fully earned and paid in 2023 and the Bonaccord contingent consideration remaining fair value is \$6.5 million as of March 31, 2024.

Amortization of intangibles decreased by \$0.8 million, or (11)%, to \$6.4 million, for the three months ended March 31, 2024 as compared to the three months ended March 31, 2023. This is due to decreases at ECG, RCP, and TrueBridge. The decrease at ECG is driven by unique syndicate contracts and advisory contracts' amortization schedule, which is based on projected revenues at the time of acquisition. The decreases at RCP and TrueBridge are driven by asset management fee contracts' amortization schedule, which is based on projected revenues at the time of acquisition.

Other (Expense)/Income

For the Three Months Ended March 31, 2024 and March 31, 2023

Other expenses increased by \$39 thousand, or 1%, to \$5.1 million for the three months ended March 31, 2024 compared to the three months ended March 31, 2023. This increase was driven by an increase in interest expense of \$600 thousand on the credit facility due to rising SOFR rates and a larger draw on debt in the first three months ended March 31, 2024. This was offset by \$565 thousand of income primarily as a result of interest earned for money market accounts.

Income Tax (Expense)/Benefit

For the Three Months Ended March 31, 2024 and March 31, 2023

Income tax expense increased by \$2.7 million to \$1.8 million for the three months ended March 31, 2024 compared to a benefit of \$1.0 million for the three months ended March 31, 2023. The increase was primarily due to additional income, and a decrease in the stock-based compensation-related tax benefit.

FPAUM

The following table provides a period-to-period roll-forward of our fee paying assets under management on an actual basis.

	For the three months ended March 31,		For the three months ended March 31,	
	2024 (in millions)		2023 (in millions)	
Balance, Beginning of Period	\$	23,259	\$	21,206
Add:				
Acquisitions		—		—
Capital raised ⁽¹⁾		469		665
Capital deployed ⁽²⁾		199		246
Net Asset Value Change ⁽³⁾		—		(19)
Less:				
Scheduled fee base stepdowns		(57)		(70)
Expiration of fee period		(24)		(427)
Balance, End of period	\$	23,846	\$	21,601

(1) Represents new commitments from funds that earn fees on a committed capital fee base.

(2) In certain vehicles, fees are based on capital deployed, as such increasing FPAUM.

(3) Net asset value change consists primarily of the impact of market value appreciation (depreciation) from funds that earn fees on a net asset value basis.

FPAUM as of March 31, 2024

FPAUM increased by \$0.6 billion, or 2.5%, to \$23.8 billion for the three months ended March 31, 2024, due primarily to an increase in capital raised and deployed from our private equity and venture capital solutions and offset by expirations and scheduled fee stepdowns. Our FPAUM growth and concentration across solutions and vehicles has been relatively consistent over time but can vary in particular periods due to the systematic fundraising cycles of new funds, which typically lasts 12-24 months. We expect to continue to expand our fundraising efforts and grow FPAUM with the launch of new specialized investment vehicles and asset class solutions.

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 Fee-Related Revenue ("FRR"), Fee-Related Earnings ("FRE"), 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. Fee-Related Revenues is calculated as Total Revenues less any incentive fees. Fee-Related Earnings is a non-GAAP performance measure used to monitor our baseline earnings less any incentive fee revenue and excluding any incentive fee-related expenses. 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 (loss)/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;
- One-time expenses related to restructuring of the management team including placement/search fees;
- 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; and
- The effects of income taxes.

The cash income taxes paid during the three months ended March 31, 2024 and March 31, 2023 differ significantly from the net income tax expense, which is primarily comprised of deferred tax expense as described in the results of operations.

	For the Three Months Ended March 31,	
	2024	2023
	(in thousands)	
Net income	\$ 5,243	\$ 769
Adjustments:		
Depreciation & amortization	7,083	7,770
Interest expense, net	5,776	5,172
Income tax expense/(benefit)	1,758	(957)
Non-recurring expenses	691	2,159
Non-cash stock based compensation	5,945	2,598
Non-cash stock based compensation - acquisitions	771	4,501
Earn out related compensation	3,558	6,394
Adjusted EBITDA	<u>\$ 30,825</u>	<u>\$ 28,406</u>
Less:		
Cash interest expense, net	(5,406)	(2,863)
Net cash paid on income taxes	(19)	(58)
Adjusted Net Income	<u>\$ 25,400</u>	<u>\$ 25,485</u>
Total GAAP Revenue	\$ 66,115	\$ 57,253
Adjustments:		
Non-Fee Related Revenue	(1,108)	(1,120)
Fee-Related Revenue	<u>\$ 65,007</u>	<u>\$ 56,133</u>
Adjusted EBITDA	\$ 30,825	\$ 28,406
Less:		
Non-Fee Related Income	(84)	(216)
Fee-Related Earnings	<u>\$ 30,741</u>	<u>\$ 28,190</u>

Financial Position, Liquidity and Capital Resources

Selected Statements of Financial Position

	As of March 31, 2024	As of December 31, 2023	\$ Change	% Change
	(in thousands)			
Cash and cash equivalents (including restricted cash)	\$ 30,031	\$ 32,057	\$ (2,026)	(6)%
Goodwill and other intangibles	622,796	629,233	(6,437)	(1)%
Total assets	832,810	834,074	(1,264)	(0)%
Accrued compensation and benefits	45,204	45,081	123	0%
Debt obligations	314,036	289,844	24,192	8%
Equity	\$ 400,086	\$ 425,162	\$ (25,076)	(6)%

There was a decrease in cash and cash equivalents of \$2.0 million from December 31, 2023 to \$30.0 million as of March 31, 2024 primarily due to timing of debt facility maturities and associated repayments. There was a decrease in goodwill and intangible assets of \$6.4 million due to amortization of intangibles during the three months ended March 31, 2024. Remaining total assets increased in the same period by \$7.2 million. The increase is driven by an increase in accounts receivable from related parties which is primarily due to ECG's Advisory Agreement with Enhanced PC and Crossroads. Debt obligations increased by \$24.2 million which is driven by revolver activity due to common stock repurchases during the period.

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.

On December 22, 2021, P10, Inc. entered into a Term Loan and Revolving Credit Facility with JP Morgan Chase Bank, N.A.. The term loan and revolving credit facility provides financing for acquisition activity. The term loan provides for a \$125.0 million facility and the revolving credit facility provides for an additional \$125.0 million. There is also a \$125.0 million accordion feature available in the credit agreement, which we exercised in September 2022. The accordion was not drawn until October 2022, at which point it was divided to \$87.5 million of term loan and \$37.5 million of revolver. The Company incurred \$1.4 million of up front fees during the exercise which are reflected as deferred issuance costs in debt obligations on the Consolidated Balance Sheets.

Both facilities are Term SOFR Loans. The Company can elect one or three months for the Revolver Facility and three or six months for the Term Loan. Principal is contractually repaid at a rate of 1.25% on the term loan quarterly effective March 31, 2023. The Revolving Credit Facility has no contractual principal repayments until maturity, which is December 22, 2025 for both facilities.

As of March 31, 2024, the Term Loan with a balance of \$199.2 million is incurring interest at a weighted average SOFR rate of 7.39%. As of March 31, 2024, the Revolver Facility is split into thirteen tranches. The total principal outstanding is \$117.2 million and the weighted average SOFR rate amongst the tranches is 7.43%. The tranches are all incurring interest at a set rate for one, three, or six month periods and are subsequently reset at the current SOFR rate. Refer to Note 11 of our Consolidated Financial Statements for further details provided on the tranches and associated interest periods.

The Credit Agreement contains affirmative and negative covenants typical of such financing transactions, and specific financial covenants which require P10 to maintain a minimum leverage ratio of less than or equal to 3.50. As of March 31, 2024, P10 was in compliance with its financial covenants required under the facility. As of March 31, 2024, the balance drawn on the revolving credit facility is \$117.2 million. The Company has incurred \$5.4 million in interest expense for the three months ended March 31, 2024.

Cash Flows

Three Months Ended March 31, 2024 Compared to the Three Months Ended March 31, 2023

The following table reflects our cash flows for the three months ended March 31, 2024 and 2023:

	For the Three Months Ended March 31,		\$ Change	% Change
	2024	2023		
	(in thousands)			
Net cash provided by operating activities	\$ 10,959	\$ 20,777	\$ (9,818)	(47)%
Net cash (used in) investing activities	(260)	(701)	441	(63)%
Net cash (used in) financing activities	(12,725)	(13,711)	986	(7)%
(Decrease) Increase in cash, cash equivalents and restricted cash	\$ (2,026)	\$ 6,365	\$ (8,391)	(132)%

Operating Activities

Three Months Ended March 31, 2024 and March 31, 2023

Cash from operating activities decreased by \$9.8 million, or (47)%, to \$11.0 million for the three months ended March 31, 2024 compared to the three months ended March 31, 2023. The components of this net decrease primarily consisted of the following changes in revenue and operating assets and liabilities:

- Despite an increase in revenues of \$8.9 million associated with additional fund closings as well as organic growth, net income only increased by \$4.4 million due to offsetting increases in income tax expense, compensation and benefits expenses as well as general, administrative and other expenses primarily driven by organic growth; and

- An increase in deferred tax expense for \$2.4 million due to additional income, and a decrease in the stock-based compensation-related tax benefit; and
- A decrease of change in accounts payable and accrued expenses for \$4.2 million primarily driven by a \$3.0 million payment of a TrueBridge management fee refund paid to investors for a change in management at one of their funds in the first quarter of 2024, a decrease in accruals for revenue and profit share agreements of about \$1.2 million; and
- A decrease of change in accrued compensation and benefits for \$4.3 million driven by a change in estimate for timing of achieving the earnout payment related to the acquisition, which prospectively adjusted recognition of the expense and resulted in lower expense for the three months ended March 31, 2024 compared to the three months ended March 31, 2023; and
- A decrease of change in deferred revenues for \$3.2 million due to a larger amount of prepayments for management fees not earned by the company in the first quarter of 2023 compared to the first quarter of 2024.

Investing activities

Three Months Ended March 31, 2024 and March 31, 2023

The cash used in investing activities decreased by \$0.4 million, or (63)%, to (\$0.3) million, for the three months ended March 31, 2024 as compared to the three months ended March 31, 2023. This decrease in cash used was due to purchases of additional property and equipment in the first quarter of 2023.

Financing Activities

Three Months Ended March 31, 2024 and March 31, 2023

We recorded a net \$12.7 million for the three months ended March 31, 2024 for cash used in financing activities, as compared to cash used in financing activities of \$13.7 million for the three months ended March 31, 2023. The change is driven by the repurchase of common stock in the first quarter of 2024 offset by an increase in draws on debt during the period.

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.

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.

Critical Accounting Policies and Estimates

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 judgments. See Note 2 of our consolidated financial statements for a summary of our significant accounting policies.

Basis of Presentation

The accompanying Consolidated Financial Statements are prepared in accordance with GAAP. Management believes it has made all necessary adjustments so that the Consolidated Financial Statements are presented fairly and that estimates made in preparing the Consolidated Financial Statements are reasonable and prudent. The Consolidated Financial Statements

include the accounts of the Company, its wholly owned or majority-owned subsidiaries and entities in which the Company is deemed to have a direct or indirect controlling financial interest based on either a variable interest model or voting interest model. All intercompany transactions and balances have been eliminated upon consolidation. Certain entities in which the Company holds an interest are investment companies that follow specialized accounting rules under GAAP and reflect their investments at estimated fair value. Accordingly, the carrying value of the Company's equity method investments in such entities retains the specialized accounting treatment.

Principles of Consolidation

The Company performs the variable interest analysis for all entities in which it has a potential variable interest. If the Company has a variable interest in the entity and the entity is a variable interest entity ("VIE"), we will also analyze whether the Company is the primary beneficiary of this entity and if consolidation is required.

Generally, VIEs are 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 we, 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 6 of our consolidated financial statements for further information.

The Company has determined that certain of its subsidiaries are VIEs, and that the Company is the primary beneficiary of the entities, because it has the power to direct activities of the entities that most significantly impact the VIE's economic performance and has a controlling financial interest in each entity. Accordingly, the Company consolidates these entities, which include P10 Intermediate, Holdco, RCP 2, RCP 3, TrueBridge, Hark, Bonaccord, and WTI. The assets and liabilities of the consolidated VIEs are presented gross in the Consolidated Balance Sheets. 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. See Note 6 of our consolidated financial statements for more information on both consolidated and unconsolidated VIEs.

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. Five Points, P10 Holdings, and ECG are concluded to be consolidated subsidiaries of P10 under the voting interest model.

Revenue Recognition of Management Fees and Management Fees Received in Advance

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.

Management and Advisory Fees

The Company earns management fees for asset management services provided to the Funds where the Company has discretion over investment decisions. The Company primarily earns fees for advisory services provided to clients where the Company does not have discretion over investment decisions. Management and advisory fees received in advance reflects the amount of fees that have been received prior to the period the fees are earned. These fees are recorded as deferred revenue on the Consolidated Balance Sheets.

For asset management and advisory services, the Company typically satisfies its performance obligations over time as the services are rendered, since the customers 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 based on the terms of the arrangement. For certain funds, management fees are initially calculated based on committed capital during the investment period and on net invested capital through the remainder of the fund's term. Additionally, the management fee may step down for certain funds depending on the contractual arrangement. Advisory services are generally based upon fixed amounts and billed quarterly. Other advisory services include transaction and management fees associated with managing the origination and ongoing compliance of certain investments.

Stock-Based Compensation Expense

Stock-based compensation relates to grants for shares of P10 awarded to our employees through stock options as well as RSUs awarded to employees and RSAs issued to non-employee directors as compensation for service on the Company's board. Stock compensation expense for awards that cliff-vest after a service period is recorded ratably over the vesting period at the fair market value on the grant date. For awards with graded vesting, and vesting only requires a service condition, the Company elected, in accordance with ASC 718, to treat these awards as single awards for recognition purposes and recognize compensation on a straight-line basis over the requisite service period of the entire award. For awards with graded vesting and require either a performance condition or market condition to vest, the Company treats each expected vesting tranche as an individual award and recognizes expense ratably over the vesting period at the fair market value of the grant date. Certain acquisition-related RSUs vest after meeting certain performance metrics. For these, the Company uses the tranche method and recognizes expense for each tranche of RSU's deemed probable of vesting on a straight-line basis over the expected vesting period. The Company evaluates the probability of vesting at each reporting period. Unvested units are remeasured quarterly against performance metrics as a liability on the Consolidated Balance Sheets. Refer to Note 15 to our Consolidated Financial Statements for further discussion. Forfeitures are recognized as they occur.

Income Taxes

Current income tax expense represents our estimated taxes to be paid or refunded for the current period. In accordance with 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.

Item 3. 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 March 31, 2024, we had \$199.2 million in outstanding principal in Term Loans under our Term Loan and \$117.2 million under our Revolving Credit Facility. The annual interest rate on the Term Loan is based on SOFR, subject to a floor of 0.10%, plus 2.00%. On March 31, 2024, the interest rate on these borrowings was 2.1% + SOFR. We estimate that a 100-basis point increase in the interest rate would result in an approximately \$2.0 million increase in interest expense related to the loan over the next 12 months.

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.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired objectives.

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) are effective to provide reasonable assurance that information that we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Controls over Financial Reporting

There have been no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during our most recent quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

The information required with respect to this item can be found under “Contingencies” in Note 13, Commitments and Contingencies, to our consolidated financial statements included elsewhere in this annual report, and such information is incorporated by reference into this Item 1.

Item 1A. Risk Factors.

There have been no material changes from the risk factors previously disclosed in “Risk Factors” included in our annual report on Form 10-K for the year ended December 31, 2023.

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

The following table provides information about our repurchase activity with respect to shares of our common stock for the quarter ended March 31, 2024:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan or Program (1)	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)
January 1 - 31, 2024	—	\$ -	-	\$ 10,566,370
February 1 - 29, 2024	—	\$ -	-	\$ 50,566,370
March 1 - 31, 2024	3,683,400	\$ 8.15	3,683,400	\$ 20,524,759
Total	3,683,400	\$ 8.15	3,683,400	

- (1) On May 12, 2022, we announced that our Board of Directors authorized a program to repurchase outstanding shares of our Class A and Class B common stock as of the date of authorization, not to exceed \$20 million (the "Stock Repurchase Program"). Upon completion of purchases under the prior authorization, on December 27, 2022, we announced that our Board of Directors authorized an additional \$20 million for repurchases under the Stock Repurchase Program. On February 27, 2024, the Board of Directors authorized an additional \$40 million for repurchases under the Stock Repurchase Program. The authorization provides us the flexibility to repurchase shares in the open market, in block trades, in accordance with Rule 10b5-1 trading plans, and/or through other legally permissible means, in privately negotiated transactions, from time to time, based on market conditions and other factors. The Stock Repurchase Program does not obligate P10 to acquire any particular amount of common stock and it may be terminated or amended by the Board of Directors at any time.

Item 3. Other Information

Neither the Company nor any of our officers or directors adopted or terminated a Rule 10b5-1 or non-Rule 10b5-1 trading arrangement as defined by Item 408(a) and Item 408(d) of Regulation S-K during the last fiscal quarter.

Item 4. Exhibits.

Exhibit Number	Description
10.1*	<u>Amended & Restated Employment Agreement, dated as of February 27, 2024, by and between P10 Intermediate Holdings LLC, and Amanda Coussens.</u>
10.2*	<u>Employment Agreement, dated as of February 27, 2024, by and between P10 Intermediate Holdings, LLC and Richard J. (Arjay) Jensen.</u>
10.3*	<u>Employment Agreement, dated as of February 27, 2024, by and between P10 Intermediate Holdings LLC, and Mark Hood.</u>
31.1*	<u>Certification of Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2*	<u>Certification of Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1*	<u>Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2*	<u>Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

SIGNATURES

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

P10, Inc.

Date: May 9, 2024

By: _____
Luke A. Sarsfield III
Chief Executive Officer and Director

Date: May 9, 2024

By: _____
Amanda Coussens
Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), is made and entered into effective as of February 27, 2024 (the “Effective Date”), by and between P10 Intermediate Holdings, LLC (the “Company”), and Amanda Coussens (the “Executive”).

RECITALS

WHEREAS, Executive and the Company desire to memorialize the terms and conditions of Executive’s employment with the Company and its affiliates by entering into this Agreement;

WHEREAS, the Company and Executive intend that this Agreement will supersede and replace the Employment Agreement between the Company and Executive, dated November 11, 2022 (the “Prior Agreement”) and any and all other amendments or changes to such Prior Agreement, and that upon execution of this Agreement, the Prior Agreement, including any amendments or changes thereto, shall have no further force or effect,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Title and Job Duties.

a. The Company hereby agrees to continue to employ Executive, and Executive hereby accepts such continued employment, in the position of Chief Financial Officer, subject to the terms and conditions set forth herein. In this capacity, Executive shall have the duties, authorities and responsibilities that are designated from time to time by the Company’s Chief Executive Officer (the “CEO”) and the Board of Directors (the “Board”) of P10, Inc. (“P10”) commensurate with her title. In performing her duties, Executive shall report to the CEO.

b. Executive agrees during the term of her employment to: (i) devote her full business and professional time and energy to the Company, P10 and each of their direct and indirect parents, subsidiaries, divisions, and affiliates and each affiliated investment vehicle and any related entities (the “Affiliated Entities”); (ii) use her best efforts, skill, knowledge and abilities in the performance of her services, duties and responsibilities, and to promote the success of the business of the Company and the Affiliated Entities; (iii) serve the best interests of the Company and the Affiliated Entities, faithfully, loyally, efficiently and diligently; (iv) cooperate with the reasonable and lawful directives of the CEO and the Board and act in the furtherance of the best interests of the Company and the Affiliated Entities; and (v) comply with the applicable rules, policies, practices and procedures of the Company and the Affiliated Entities as well as all applicable laws, rules and regulations. In addition, Executive agrees to serve in such other capacities or offices with the Affiliated Entities to which she may be assigned, appointed or elected from time to time by the Board or governing body of any Affiliated Entity, without any additional compensation.

c. Without limiting the generality of the foregoing, Executive shall not, without the written approval of the Board or CEO, render services of a business or commercial nature on her own behalf or on behalf of any other person, firm, corporation or entity, whether for compensation or otherwise, during her employment with the Company; 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; (ii) with the prior written approval of the Board or CEO, serving on the board of directors or advisory boards of other for-profit companies; (iii) participating in charitable, civic, educational, professional, community or industry affairs; and (iv) managing Executive's personal investments, so long as such activities do not (x) individually, or in the aggregate, materially interfere or conflict with the performance of Executive's duties and responsibilities hereunder, (y) create a potential business or fiduciary conflict, or (z) violate any written policy of the Company or any Affiliated Entity applicable to Executive or violate any covenants applicable to Executive hereunder or under any other document, agreement or instrument between Executive and the Company or any Affiliated Entity. Notwithstanding the foregoing, Executive shall be able to engage in the following activities listed on Exhibit A.

2. Compensation. Subject to the terms and conditions of this Agreement, during the Term (as defined below), Executive shall be compensated by the Company for her services as follows:

a. Base Salary. The Company shall pay Executive an annual salary of \$500,000 (the "Base Salary"), payable in substantially equal monthly or more frequent installments in accordance with the Company's normal payroll practices in effect from time to time.

b. Bonus. For each full fiscal year of the Company, Executive shall be eligible to receive an annual bonus (the "Annual Bonus") based on the performance of the Company, the Affiliated Entities and/or Executive as determined by the compensation committee of the Board (the "Compensation Committee"), in its discretion, with the target amount of Executive's Annual Bonus equal to \$400,000 ("Target Annual Bonus"). The amount of the Annual Bonus to be paid to Executive and the performance metrics and requirements shall be determined by the Compensation Committee, in its sole discretion. The Annual Bonus will be paid in cash, restricted stock, restricted stock units, carried interest in the Company's affiliated investment vehicles or a combination of the foregoing, as determined in the sole discretion of the Compensation Committee; provided, however, that in no event shall less than 75% of Executive's Annual Bonus be paid in cash. In order to be eligible to receive the Annual Bonus (if any), Executive must be employed by the Company on the date of payment of annual bonuses and in "good standing". For purposes of this Agreement, "good standing" means that Executive has not resigned (or given notice of Executive's intention to resign) and has not been terminated (or been given notice of termination) by the Company for any reason, with or without Cause (as defined below).

c. Equity and Other Incentives.

i. Executive shall be eligible to receive an annual equity award and award of carried interest in the Company's affiliated investment vehicles with a target value of \$1 million, with such equity value based on the fair market value of the Company's common stock and the carried interest value based upon a reasonable methodology consistent with targeted values described in the applicable investment vehicle offering materials of the Affiliated Entities and the Company's practice generally for awarding carried interest to employees, each at the time of grant; provided, however, the carried interest value shall be at an appropriate ratio to the equity value (which shall not be less than 2:1) as determined by the Compensation

Committee, in its discretion, after consultation with the compensation consultant. The amount of any annual equity award and carried interest award, if any, and terms and conditions shall be determined by the Compensation Committee in its discretion. All awards shall be subject to the terms and conditions of P10's equity incentive plan or other applicable plan documents and any applicable award agreements. In order to be eligible to receive the awards hereunder (if any), Executive must be employed by the Company on the date of grant of such awards and in "good standing."

ii. Executive shall be eligible to receive such other additional equity awards and incentive compensation in such amount, in such form and on such terms as shall be determined by the Compensation Committee in its sole discretion from time to time.

d. Benefits. Executive shall be eligible to participate in all employee benefit plans and programs (including, without limitation, medical insurance plans and programs and retirement plans) that are maintained by the Company from time to time and made generally available by the Company to executive officers (other than the CEO), subject, however, to the applicable eligibility requirements and other provisions of such plans and programs. The Company reserves the right to amend, modify, cancel or terminate any such employee benefit plans at any time in its sole discretion, subject to the terms of such plans and applicable law. Any benefits available to Executive are subject to the rules of the relevant plan or program from time to time in force.

e. Vacation. Executive shall be entitled to vacation in accordance with the Company's standard vacation policy extended to executive officers of the Company.

f. Business Expenses. Executive shall be reimbursed by the Company for all reasonable business, promotional, travel, and entertainment expenses incurred or paid by Executive during the Term in connection with the performance of her services under this 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 Executive for such allowable expenses, Executive shall furnish to the Company, in a timely fashion, the appropriate documentation required under the Company's reimbursement policy and such other documentation as the Company may reasonably request from time to time.

3. Employment Period. The terms set forth in this Agreement will commence on the Effective Date and remain in effect until the first anniversary of the Effective Date (the "Initial Term") unless earlier terminated as provided in Section 4 of this Agreement. The Initial Term shall automatically renew for additional one (1) year periods (each a "Renewal Term"), 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 Term, or this Agreement is earlier terminated as provided in Section 4 of this Agreement. For purposes of this Agreement, the "Term" shall refer to the Initial Term and any Renewal Term. Notwithstanding this, 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 set forth in Section 5 of this Agreement.

4. Termination.

a. Termination By The Company 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 Agreement, "Cause" shall mean that Executive:

(i) 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; (ii) in carrying out her duties, engages in conduct that constitutes gross negligence or willful misconduct; (iii) engages in misconduct that causes, or is reasonably likely to cause, material harm to the reputation or business of the Company or any Affiliated Entities or knowingly or recklessly engages in conduct which is, or is reasonably likely to be, demonstrably and materially injurious to the Company or any of the Affiliated Entities, monetarily or otherwise; or (iv) materially breaches any term of this Agreement, any other material agreement between Executive and any Affiliated Entity or any written policy of any Affiliated Entities applicable to Executive, provided that for subsections (iii) through (iv), 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 Board's sole discretion.

b. Termination On Account of Death or Disability of Executive. Executive's employment shall automatically terminate in the event of Executive's death. At the election of the Company, Executive's employment may be terminated on account of Executive's Disability. For purposes of this Agreement, "Disability" shall mean Executive, by reason of any medically determinable physical or mental impairment, becomes unable to perform, with or without reasonable accommodation, the essential functions of her job 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.

c. Termination By The Company Without Cause. At the election of the Company, Executive's employment may be terminated upon thirty (30) days' written notice (provided, however, that the Company may elect to pay Executive for up to thirty (30) days in lieu of such written notice or portion thereof) to Executive for any other reason or for no reason at all ("Without Cause").

d. Voluntary Termination by Executive. Executive may terminate her employment hereunder at any time and for any reason whatsoever or for no reason at all in Executive's sole discretion by giving thirty (30) days' prior written notice ("Voluntary Resignation"), which such notice may be waived or reduced by the Company in its sole discretion.

e. Termination by Executive For Good Reason. Executive may terminate her employment for Good Reason (as defined and in accordance with the below). For purposes of this Agreement, "Good Reason" shall mean the occurrence of one of the following events without Executive's written consent: (i) the material breach by the Company of this Agreement, including the failure to pay Executive any Base Salary or any bonus payment to which Executive is entitled within ten days of the date any such payment is due; (ii) a material diminution in Executive's title, authority, responsibilities, or duties, including reporting requirements; or (iii) a relocation of Executive's principal place of employment to a location more than twenty-five (25) miles from Executive's principal place of employment as of the Effective Date. Notwithstanding

the foregoing, in order for Executive to terminate for Good Reason, (x) Executive must deliver written notice (which such notice shall describe in reasonable detail the circumstance(s) Executive believes to constitute Good Reason) to the Company of the existence of the circumstances providing grounds for Good Reason within thirty (30) days of the occurrence of such circumstance(s), (y) the Company must fail to correct such occurrence in all material respects within thirty (30) days following written notification by Executive and (z) Executive's termination must be effective no later than thirty (30) days following the end of such cure period.

f. Resignation of all Positions. Effective as of any date of termination of Executive's employment with the Company, Executive shall resign and be removed from, and shall no longer hold, any and all positions then held by him with the Company or any Affiliated Entities, including, but not limited to any position as an officer, director or fiduciary of any employee benefit plan of any Affiliated Entity or any affiliated investment funds and Executive agrees that she shall execute any documentation reasonably necessary to give effect to the provisions of this Section.

g. Cooperation. Following the termination of Executive's employment with the Company, Executive agrees, without receiving additional compensation and upon reasonable notice, to make good faith efforts to cooperate with the Company, the Affiliated Entities and their legal counsel on any matters relating to Executive's employment with the Company and work for the Affiliated Entities in which the Company reasonably determines that Executive's cooperation is necessary or appropriate. The Company shall reimburse Executive for reasonable and pre-approved travel and other similar out-of-pocket expenses and fees incurred as a result of any such cooperation and shall take into consideration Executive's other commitments and activities when scheduling such cooperation.

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, on account of Executive's death or Disability, or by Executive as a Voluntary Resignation, then the Company shall only pay or provide to Executive the following amounts: (i) any Base Salary accrued up to and including the date of termination or resignation, paid within such 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 Section 2(f) of this Agreement and the Company's written policies; and (iv) accrued retirement benefits under any Company retirement plan, paid pursuant to the terms of such 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 at the end of the Term after the Company provides a notice of non-renewal (and Executive does not commit an act of Cause prior to such date), or Executive terminates her 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 twelve (12) months of Executive's Base Salary; (ii) a payment, payable in a lump sum, equal to the Target Annual Bonus; (iii) reimbursement for 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

(12) months or until her right to COBRA continuation expires, whichever is shorter, provided that Executive timely elects and is eligible for COBRA coverage (provided, further, if the Company determines, in its reasonable judgment, that providing reimbursement would result in a violation of applicable law, the imposition of any penalty under applicable law, or adverse tax consequences for any participant covered by the Company's group health benefits plans, such obligation of the Company shall cease); and (iv) immediate vesting of any and all Company equity awards and immediate vesting of all carried interests in the investment vehicles of Affiliated Entities granted to Executive. Such payment and other consideration are subject to Executive's execution and delivery of a general waiver and release of claims (that is not revoked and no longer subject to revocation under applicable law) of the Company, all Affiliated Entities, and each of their respective officers, directors, employees, agents, successors and assigns in a form satisfactory to the Company. All payments under this Section shall be made or begin to be made within sixty (60) days following Executive's termination of employment; provided, however, that to the extent required by 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 or begin to be made in the second calendar year. Executive shall not be entitled to receive any amounts under this Section (other than Accrued Benefits) unless the release has been executed and returned to the Company and become fully enforceable and non-revocable prior to the sixtieth (60th) day after the date of Executive's termination. Notwithstanding the foregoing, if the Company terminates Executive's employment Without Cause, Executive's employment ends at the end of the Term after the Company provides a notice of non-renewal, or Executive terminates her 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 in Control (defined below) or (y) within eighteen months following a Change in Control, then the severance payment under (i) shall equal the equivalent of eighteen (18) months of Base Salary and the reimbursement under (iii) shall continue for eighteen (18) months.

c. If Executive is found to have breached any restrictive covenants with the Company or any Affiliated Entities, including the restrictive covenants found in Section 6 and 7 of this Agreement, or violate any obligations set forth in the release, all payments and benefits under Section 5(b) of this Agreement shall immediately cease and be forfeited, including any outstanding equity awards.

d. Change in Control. For purposes of this 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 P10 or a corporation owned directly or indirectly by the shareholders of P10 in substantially the same proportions as their ownership of stock of P10, becomes the beneficial owner, directly or indirectly, of securities of P10 representing fifty percent (50%) or more of the total voting power represented by P10'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 or nomination for election by P10's shareholders or the Board 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 P10 with any other corporation, other than a merger or consolidation which would result in the voting securities of P10 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 P10 or such surviving entity outstanding immediately after such merger or consolidation; or

iv. the shareholders of P10 approve a plan of complete liquidation of P10 or an agreement for the sale or disposition by P10 of all or substantially all of P10's assets. For the avoidance of doubt, a corporate restructuring (i) whereby a new parent company is created and immediately following such transaction P10 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 in Control.

6. Restrictive Covenants. Executive acknowledges and agrees that (a) Executive has a major responsibility for the operation, development and growth of the business of the Company and the Affiliated Entities; (b) as a result of Executive's employment by the Company and work for the Affiliated Entities, Executive will have access to and be given Confidential Information (defined below) of the Company and the Affiliated Entities and their clients that Executive did not have access to or was not given prior to the execution of this Agreement; and (c) the agreements and covenants contained in this Section 6 are essential to protect the legitimate business interests of the Company and the Affiliated Entities and that the Company will not enter into this Agreement but for such agreements and covenants. Accordingly, Executive covenants and agrees to the following:

a. Non-Disclosure of Confidential Information.

i. Executive understands that during her employment, she has had or may have access to unpublished and otherwise confidential information both of a technical and non-technical nature, relating to the business of the Company, the Affiliated Entities or their clients, customers or vendors, 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 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 the Affiliated Entities concerning such Confidential Information. Executive further agrees not to disclose or use, either during her 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 she may disclose and use such information in the good faith performance of her duties for the Company or the Affiliated Entities. Executive's obligations under this Agreement will continue with respect to Confidential Information, whether or not her 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, unless prohibited by applicable law, she first notifies the Company of such subpoena, order or other requirement and such that the Company or the Affiliated Entity 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 her 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, the Affiliated Entities or their clients, customers or vendors, including all materials pertaining to or containing Confidential Information, whether or not developed by Executive, and all copies of such materials, whether on the hard drive of a laptop or desktop computer, in hard copy, disk or any other format, which are in her possession, custody or control.

iii. Nothing contained in this Agreement, in any way, restricts or impedes Executive from exercising protected rights to the extent that such rights cannot be waived by agreement, from preventing the disclosure of Confidential Information as may be required by applicable law or regulation, or from complying with any applicable law or regulation or a valid order or subpoena issued by a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Executive hereby promises and covenants to promptly provide written notice to the Company of any such order, unless such notice is prohibited. Moreover, notwithstanding any other provision of this Agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive files any document containing trade secrets under seal, and does not disclose trade secrets, except pursuant to court order.

b. Non-Solicitation and Non-Competition.

i. Executive acknowledges and agrees that (1) the services, duties and responsibilities to be rendered by Executive to the Company and the Affiliated Entities under this Agreement are of a special and unique character; (2) Executive will obtain knowledge and skill relevant to the Company's (and Affiliated Entities') industry, methods of doing business and marketing strategies by virtue of Executive's employment; and (3) Executive shall be given access to and training regarding Confidential Information as well as knowledge of the Company's and Affiliated Entities' current and prospective clients, clients, vendors and suppliers.

ii. During Executive's employment with the Company and work for the Affiliated Entities, and for twelve (12) months following the termination thereof for any

reason (the “Non-Solicit Restricted Period”), Executive shall not solicit for business or accept the business of, any person or entity who is, or was at any time, a Client (as defined below) of the Company or any Affiliated Entities.

iii. Throughout the Non-Solicit Restricted Period, 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 Affiliated Entities or who was an employee of the Company or any Affiliated Entities during the Term or the twelve (12) month period preceding the termination of Executive’s employment with the Company or work for the Affiliated Entities.

iv. Throughout the Non-Solicit Restricted Period, 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 Affiliated Entities to cease their relationship with the Company or any Affiliated Entities for any reason.

v. During the Term and for six (6) months following the termination of Executive’s employment for any reason (the “Non-Compete Restricted Period” and together with the Non-Solicit Restricted Period, the “Restricted Period”), Executive will not anywhere in the United States (1) carry on or engage in, directly or indirectly, any business, partnership, firm, corporation or other entity which wholly or in any significant part engages in any business competing with the Company or any Affiliated Entity (“Competing Business”) or (2) directly or indirectly, own, manage, operate, join, become an employee, partner, owner or member of (or an independent contractor to), control or participate in or loan money to any business, individual, partnership, firm, corporation, or other entity which engages in a Competing Business. Notwithstanding the restrictions contained in this Section, Executive may own an aggregate of not more than 5% of the outstanding stock of any class of any corporation engaged in a Competing Business, if such stock is listed on a national securities exchange or regularly traded in the over-the-counter market by a member of a national securities exchange, without violating the provisions of this Section, provided that Executive does not have the power, directly or indirectly, to control or direct the management or affairs of any such corporation and is not involved in the management of such corporation.

vi. For purposes of this Agreement, the term “Client(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 Affiliated Entity has done business or with whom Executive has actively negotiated with during the twelve(12) month period preceding Executive’s termination of employment.

vii. Executive understands and agrees that the restrictions contained herein may limit her ability to engage in a business similar to the business of the Company and the Affiliated Entities. The Company and Executive believe the limitations as to time, geographic area, and scope of activity contained in this Section 6(b) are reasonable and do not impose a greater restraint than necessary to protect the Company’s and Affiliated Entities’ Confidential Information, goodwill, and legitimate business interests.

viii. If any covenant, provision, agreement or part thereof contained herein is found by a court having jurisdiction to be unreasonable in duration, geographic scope, or character of restrictions, such covenant, provision, agreement or part thereof shall not be

rendered unenforceable, but rather the duration, geographic scope, or character of restrictions of such covenant, provision, agreement or part thereof shall be deemed reduced or modified with retroactive effect to render such covenant, provision, agreement or part thereof reasonable, and such covenant, provision, agreement or part thereof shall be enforced as modified. If the court having jurisdiction will not revise the covenant, provision, agreement or part thereof, the parties hereto shall mutually agree to a revision having an effect as close as permitted by applicable law to the provision declared unenforceable.

ix. In the event Executive breaches the restrictive covenants set forth in this Section 6(b), then the running of the Restricted Period shall be tolled and suspended during the time period in which Executive acts in breach of this Agreement.

x. Executive shall provide a copy of these restrictive covenants to any prospective employer, partner, or co-venturer prior to entering into an employment, independent contractor, consultant, partnership or other business relationship during the Restricted Period.

7. Representations, Warranties and Covenants.

a. No Restrictive Covenants. Executive represents and warrants to the Company that she is not subject to any agreement restricting her ability to enter into this Agreement and fully carryout her duties and responsibilities hereunder and that the performance by Executive of the services, duties and responsibility under this Agreement does not constitute a breach of, or otherwise contravene, the terms of any other non-competition agreement, non-solicitation agreement, employment agreement, or other agreement or policy to which Executive is party or otherwise bound. Executive hereby indemnifies and holds the Company and Affiliated Entities harmless against any losses, claims, expenses (including reasonable attorneys' fees), damages, or liabilities incurred by the Company and any of the Affiliated Entities as a result of a breach of the foregoing representation and warranty.

b. Adherence to Code of Ethics and Insider Trading Policy. Executive represents and warrants that she has received a copy of the Company's Code of Ethics and its Insider Trading Policy. 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. Executive acknowledges that a material violation of either the Code of Ethics or the Insider Trading Policy would constitute a material breach of this 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 her employment with the Company or while providing services to the Company or any Affiliated Entity. 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 she 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 her employment with respect to Creations and derivatives of such Creations conceived or made during her 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 her 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 the Affiliated Entities, or (ii) results in any way from her work at the Company or for any of the Affiliated Entities.

(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, Executive hereby covenants and agrees not to bring any claim, suit, or other legal proceeding against the Company or any of the Affiliated Entities claiming that Executive’s moral rights to the Creations have been violated.

(iii) Executive agrees to reasonably cooperate with the Company and the Affiliated Entities, both during and after her employment with the Company and work for the Affiliated Entities, 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 or Affiliated Entities reasonably may deem necessary or desirable in order to protect their rights and interests in any Creations. Executive further agrees that if the Company or any Affiliated Entity is unable, after reasonable effort, to secure Executive’s signature on any such papers, any officer of the Company or an Affiliated Entity shall be entitled to execute such papers as her agent and attorney-in-fact, and Executive hereby irrevocably designates and appoints each officer of the Company or an Affiliated Entity as her agent and attorney-in-fact to execute any such papers on her behalf and to take any and all actions as the Company or any Affiliated Entity 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. Executive acknowledges that the Company or the Affiliated Entities 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 obtain a temporary restraining order and/or a preliminary or permanent injunction restraining 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 Executive of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by either the Company or Executive. Any waiver must be in writing.

10. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by electronic mail or confirmed facsimile, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the third day following the date delivered or mailed by United States Postal Service registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

a. to Executive: At the address (or to the email or facsimile number) shown in the books and records of the Company.

b. to the Company addressed as follows:

P10 Intermediate Holdings, LLC
4514 Cole Avenue, Suite 1600
Dallas, TX 75205
Attention: Chief Executive Officer

with copies to (which shall not constitute notice):

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Todd Lenson

11. Amendment. This Agreement may not be amended orally in any manner or in writing without the written consent of the Company and Executive. No provision of this Agreement may be waived, delayed, modified, terminated, or otherwise impaired without the prior written consent of the Company and Executive.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of Executive's employment with the Company and supersedes all prior agreements, arrangements, and understandings, oral or written, express or implied, between the parties with respect to such employment, including, but not limited to the Prior Agreement and any and all amendments or changes thereto.

13. Survival. Unless otherwise expressly provided, the respective rights and obligations of the parties hereunder, including, without limitation, the rights and obligations set forth in Sections 5, 6, and 7 of this Agreement, shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

14. Governing Law. The provisions of this Agreement shall be construed in accordance with the 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.

15. Assignment; Successors and Assigns, etc. This Agreement is a personal contract and Executive may not sell, transfer, assign, pledge, or hypothecate her rights, interests and obligations hereunder. Except as otherwise herein expressly provided, this Agreement shall be binding upon and shall inure to the benefit of Executive and her personal representatives and shall inure to the benefit of and be binding upon the Company and its successors and assigns.

16. Severability. If a court determines that any provision of this Agreement contains an invalid or unenforceable restriction or provision, the court is requested and authorized to revise or modify such provision to include the maximum restriction allowed under applicable law. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Counterparts. This 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.

18. Arbitration. All disputes and disagreements arising from, relating to, or otherwise connected with this Agreement, the breach of this Agreement, Executive's employment with the Company or providing services to any Affiliated Entity, the enforcement, interpretation or validity of this 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 Executive or that Executive may have against the Company, including the determination of the scope or applicability of this 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 (the "JAMS Rules") applicable at the time the arbitration is commenced. A copy of the current version of the JAMS Rules will be made available to Executive upon request. The JAMS 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 Executive and the Company. Each of the parties shall bear the fees and expenses of its own legal counsel.

19. Compliance with Section 409A. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with the foregoing. 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. Notwithstanding anything to the contrary in this Agreement, if Executive is deemed on the date of termination to be a "specified employee" within the meaning of Section 409A, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of Executive, and (B) the date of Executive's death, to the extent required under Section 409A to avoid imposition of any additional taxes or interest. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following

the taxable year in which such expenses were incurred by Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Section 409A, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. 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 Executive on account of non-compliance with Section 409A.

20. Withholding. The payments and benefits under this Agreement shall be subject to all applicable withholdings and deductions, including all applicable withholdings for Federal, state and local income taxes, employment and payroll taxes.

21. Application of Compensation Recovery Policy. Executive acknowledges that, to the extent applicable, incentive based compensation payable under this Agreement or otherwise is subject to recovery in accordance with the Company's clawback policy as in effect from time to time.

22. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company to Executive or for Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section, be subject to the excise tax imposed under Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment, and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A and the following: (i) the Covered Payments that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first; and (ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section, including whether any payments or benefits are parachute payments, shall be made by an independent public accounting

firm that is mutually agreed by the Company and the CEO (the “Accounting Firm”), based upon reasonable, good faith assumptions and interpretations of Section 280G. Executive and the Company shall provide the Accounting Firm with such information and documents as the Accounting Firm may reasonably request in order to make a determination under this Section. The Accounting Firm shall provide its determination, together with detailed supporting calculations and documentation, to the Company and Executive as promptly as practicable. The determination of the Accounting Firm shall, absent manifest error, be final and binding on all parties.

[*Signature page follows*]

IN WITNESS WHEREOF, Executive and the Company have executed this Agreement effective as of the date first above written.

By: /s/ Amanda Coussens

By: /s/ Luke Sarsfield

P10 Intermediate Holdings, LLC

EXHIBIT A
Permitted Activities

Serving (i) on the Board of Directors (the "GRNT Board") of Granite Ridge Resources, Inc. (GRNT), a NYSE listed company, (ii) as the Chairperson of the Audit Committee of the GRNT Board and (iii) on such other committees of the GRNT Board from time to time.

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), is made and entered into effective as of February 27, 2024 (the “Effective Date”), by and between P10 Intermediate Holdings, LLC (the “Company”), and Richard J. (Arjay) Jensen (the “Executive”).

RECITALS

WHEREAS, Executive and the Company desire to memorialize the terms and conditions of Executive’s employment with the Company and its affiliates by entering into this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Title and Job Duties.

a. The Company hereby agrees to employ Executive, and Executive hereby accepts employment, in the position of Executive Vice President, Head of Strategy and M&A, subject to the terms and conditions set forth herein. In this capacity, Executive shall have the duties, authorities and responsibilities that are designated from time to time by the Company’s Chief Executive Officer (the “CEO”) and the Board of Directors (the “Board”) of P10, Inc. (“P10”) commensurate with his title. In performing his duties, Executive shall report to the CEO.

b. In performing his duties, Executive will be primarily based out of the Company’s office in New York, New York; provided that Executive may be required to travel on Company business from time to time as necessary or at the direction of the CEO or the Board.

c. Executive agrees during the term of his employment to: (i) devote his full business and professional time and energy to the Company, P10 and each of their direct and indirect parents, subsidiaries, divisions, and affiliates and each affiliated investment vehicle and any related entities (the “Affiliated Entities”); (ii) use his best efforts, skill, knowledge and abilities in the performance of his services, duties and responsibilities, and to promote the success of the business of the Company and the Affiliated Entities; (iii) serve the best interests of the Company and the Affiliated Entities, faithfully, loyally, efficiently and diligently; (iv) cooperate with the reasonable and lawful directives of the CEO and the Board and act in the furtherance of the best interests of the Company and the Affiliated Entities; and (v) comply with the applicable rules, policies, practices and procedures of the Company and the Affiliated Entities as well as all applicable laws, rules and regulations. In addition, Executive agrees to serve in such other capacities or offices with the Affiliated Entities to which he may be assigned, appointed or elected from time to time by the Board or governing body of any Affiliated Entity, without any additional compensation.

d. Without limiting the generality of the foregoing, Executive shall not, without the written approval of the Board or CEO, render services of a business or commercial nature on his own behalf or on behalf of any other person, firm, corporation or entity, whether for compensation or otherwise, during his employment with the Company; 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; (ii) with the prior written approval of the Board or CEO, serving on the board of directors or advisory boards of other for-profit

companies; (iii) participating in charitable, civic, educational, professional, community or industry affairs; and (iv) managing Executive's personal investments, so long as such activities do not (x) individually, or in the aggregate, materially interfere or conflict with the performance of Executive's duties and responsibilities hereunder, (y) create a potential business or fiduciary conflict, or (z) violate any written policy of the Company or any Affiliated Entity applicable to Executive or violate any covenants applicable to Executive hereunder or under any other document, agreement or instrument between Executive and the Company or any Affiliated Entity.

2. Compensation. Subject to the terms and conditions of this Agreement, during the Term (as defined below), Executive shall be compensated by the Company for his services as follows:

a. Base Salary. The Company shall pay Executive an annual salary of \$500,000 (the "Base Salary"), payable in substantially equal monthly or more frequent installments in accordance with the Company's normal payroll practices in effect from time to time.

b. Bonus. For each full fiscal year of the Company, Executive shall be eligible to receive an annual bonus (the "Annual Bonus") based on the performance of the Company, the Affiliated Entities and/or Executive as determined by the compensation committee of the Board (the "Compensation Committee"), in its discretion, with the target amount of Executive's Annual Bonus equal to \$300,000 ("Target Annual Bonus"); provided, however, that Executive's Target Annual Bonus for 2024 shall be pro-rated by multiplying the Target Annual Cash Bonus of \$300,000 by a fraction, the numerator of which is the number of days in 2024 on and after the Effective Date and the denominator of which is 366. The amount of the Annual Bonus to be paid to Executive and the performance metrics and requirements shall be determined by the Compensation Committee, in its sole discretion. The Annual Bonus will be paid in cash, restricted stock, restricted stock units, carried interest in the Company's affiliated investment vehicles or a combination of the foregoing, as determined in the sole discretion of the Compensation Committee. In order to be eligible to receive the Annual Bonus (if any), Executive must be employed by the Company on the date of payment of annual bonuses and in "good standing". For purposes of this Agreement, "good standing" means that Executive has not resigned (or given notice of Executive's intention to resign) and has not been terminated (or been given notice of termination) by the Company for any reason, with or without Cause (as defined below).

c. Equity and Other Incentives.

i. Executive shall be eligible to receive an annual equity award (the "Annual Equity Award") with a target value of \$600,000 (the "Target Equity Award") with such value based on the fair market value of the Company's common stock on the grant date of such equity award and an annual carried interest award (the "Annual Carried Interest Award") in the Company's affiliated investment vehicles with a target value equal to \$600,000 (the "Target Carried Interest Award") with such value based upon a reasonable methodology consistent with targeted values described in the applicable investment vehicle offering materials of the Affiliated Entities and the Company's practice generally for awarding carried interest to employees. The amount of the Annual Equity Award and Annual Carried Interest Award, if any, shall be determined by the Compensation Committee in its discretion. All awards shall be subject to the

terms and conditions of P10's equity incentive plan or other applicable plan documents and any applicable award agreements. It is currently anticipated that Executive's Target Equity Award shall be in the form of \$500,000 of restricted stock units and \$100,000 of stock options of P10. For avoidance of doubt, the Target Equity Award and Target Carried Interest Award for 2024 shall not be subject to pro-ration on account of Executive commencing employment after January 1, 2024. In order to be eligible to receive the Annual Equity Award and Annual Carried Interest Award (if any), Executive must be employed by the Company on the date of grant of annual equity awards and in "good standing."

ii. Executive shall be eligible to receive such other additional equity awards and incentive compensation in such amount, in such form, and on such terms as shall be determined by the Compensation Committee in its sole discretion from time to time.

d. Benefits. Executive shall be eligible to participate in all employee benefit plans and programs (including, without limitation, medical insurance plans and programs and retirement plans) that are maintained by the Company from time to time and made generally available by the Company to executive officers (other than the CEO), subject, however, to the applicable eligibility requirements and other provisions of such plans and program. The Company reserves the right to amend, modify, cancel or terminate any such employee benefit plans at any time in its sole discretion, subject to the terms of such plans and applicable law. Any benefits available to Executive are subject to the rules of the relevant plan or program from time to time in force.

e. Vacation. Executive shall be entitled to vacation in accordance with the Company's standard vacation policy extended to executive officers of the Company.

f. Business Expenses. Executive shall be reimbursed by the Company for all reasonable business, promotional, travel, and entertainment expenses incurred or paid by Executive during the Term in connection with the performance of his services under this 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 Executive for such allowable expenses, Executive shall furnish to the Company, in a timely fashion, the appropriate documentation required under the Company's reimbursement policy and such other documentation as the Company may reasonably request from time to time.

3. Employment Period. The terms set forth in this Agreement will commence on the Effective Date and remain in effect until the first anniversary of the Effective Date (the "Initial Term") unless earlier terminated as provided in Section 4 of this Agreement. The Initial Term shall automatically renew for additional one (1) year periods (each a "Renewal Term"), 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 Term, or this Agreement is earlier terminated as provided in Section 4 of this Agreement. For purposes of this Agreement, the "Term" shall refer to the Initial Term and any Renewal Term. Notwithstanding this, 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 set forth in Section 5 of this Agreement.

4. Termination.

a. Termination By The Company 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 Agreement, "Cause" shall mean that Executive:

(i) 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; (ii) in carrying out his duties, engages in conduct that constitutes gross negligence or willful misconduct; (iii) engages in misconduct that causes, or is reasonably likely to cause, material harm to the reputation or business of the Company or any Affiliated Entities or knowingly or recklessly engages in conduct which is, or is reasonably likely to be, demonstrably and materially injurious to the Company or any of the Affiliated Entities, monetarily or otherwise; or (iv) materially breaches any term of this Agreement, any other material agreement between Executive and any Affiliated Entity or any written policy of any Affiliated Entities applicable to Executive, provided that for subsections (iii) through (iv), 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 Board's sole discretion.

b. Termination On Account of Death or Disability of Executive. Executive's employment shall automatically terminate in the event of Executive's death. At the election of the Company, Executive's employment may be terminated on account of Executive's Disability. For purposes of this Agreement, "Disability" shall mean Executive, by reason of any medically determinable physical or mental impairment, becomes unable to perform, with or without reasonable accommodation, the essential functions of his job 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.

c. Termination By The Company Without Cause. At the election of the Company, Executive's employment may be terminated upon thirty (30) days' written notice (provided, however, that the Company may elect to pay Executive for up to thirty (30) days in lieu of such written notice or portion thereof) to Executive for any other reason or for no reason at all ("Without Cause").

d. Voluntary Termination by Executive. 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 thirty (30) days' prior written notice ("Voluntary Resignation"), which such notice may be waived or reduced by the Company in its sole discretion.

e. Termination by Executive For Good Reason. Executive may terminate his employment for Good Reason (as defined and in accordance with the below). For purposes of this Agreement, "Good Reason" shall mean the occurrence of one of the following events, without Executive's written consent: (i) the material breach by the Company of this Agreement, including the failure to pay Executive any Base Salary or any bonus payment to which Executive is entitled within ten days of the date any such payment is due; (ii) a material diminution in Executive's title, authority, responsibilities, or duties, including reporting requirements; or (iii) a relocation of Executive's principal place of employment to a location more than twenty-five (25) miles from Executive's principal place of employment as of the Effective Date. Notwithstanding

the foregoing, in order for Executive to terminate for Good Reason, (x) Executive must deliver written notice (which such notice shall describe in reasonable detail the circumstance(s) Executive believes to constitute Good Reason) to the Company of the existence of the circumstances providing grounds for Good Reason within thirty (30) days of the occurrence of such circumstance(s), (y) the Company must fail to correct such occurrence in all material respects within thirty (30) days following written notification by Executive and (z) Executive's termination must be effective no later than thirty (30) days following the end of such cure period.

f. Resignation of all Positions. Effective as of any date of termination of Executive's employment with the Company, Executive shall resign and be removed from, and shall no longer hold, any and all positions then held by him with the Company or any Affiliated Entities, including, but not limited to any position as an officer, director or fiduciary of any employee benefit plan of any Affiliated Entity or any affiliated investment funds and Executive agrees that he shall execute any documentation reasonably necessary to give effect to the provisions of this Section.

g. Cooperation. Following the termination of Executive's employment with the Company, Executive agrees, without receiving additional compensation and upon reasonable notice, to cooperate fully with the Company, the Affiliated Entities and their legal counsel on any matters relating to Executive's employment with the Company and work for the Affiliated Entities in which the Company reasonably determines that Executive's cooperation is necessary or appropriate. The Company shall reimburse Executive for reasonable and pre-approved travel and other similar out-of-pocket expenses incurred as a result of any such cooperation and shall take into consideration Executive's other commitments and activities when scheduling such cooperation.

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, on account of Executive's death or Disability, or by Executive as a Voluntary Resignation, then the Company shall only pay or provide to Executive the following amounts: (i) any Base Salary accrued up to and including the date of termination or resignation, paid within such 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 Section 2(f) of this Agreement and the Company's written policies; and (iv) accrued retirement benefits under any Company retirement plan, paid pursuant to the terms of such 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 at the end of the Term after the Company provides a notice of non-renewal (and Executive does not commit an act of Cause prior to such date), 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 twelve (12) months of Executive's Base Salary; (ii) a payment, payable in a lump sum, equal to the Target Annual Bonus; (iii) reimbursement for 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

(12) months or until his right to COBRA continuation expires, whichever is shorter, provided that Executive timely elects and is eligible for COBRA coverage (provided, further, if the Company determines, in its reasonable judgment, that providing reimbursement would result in a violation of applicable law, the imposition of any penalty under applicable law, or adverse tax consequences for any participant covered by the Company's group health benefits plans, such obligation of the Company shall cease); and (iv) immediate vesting of any and all Company equity awards and immediate vesting of all carried interests in the investment vehicles of Affiliated Entities granted to Executive. Such payment and other consideration are subject to Executive's execution and delivery of a general waiver and release of claims (that is not revoked and no longer subject to revocation under applicable law) of the Company, all Affiliated Entities, and each of their respective officers, directors, employees, agents, successors and assigns in a form satisfactory to the Company. All payments under this Section shall be made or begin to be made within sixty (60) days following Executive's termination of employment; provided, however, that to the extent required by 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 or begin to be made in the second calendar year. Executive shall not be entitled to receive any amounts under this Section (other than Accrued Benefits) unless the release has been executed and returned to the Company and become fully enforceable and non-revocable prior to the sixtieth (60th) day after the date of Executive's termination. Notwithstanding the foregoing, if the Company terminates Executive's employment Without Cause, Executive's employment ends at the end of the Term 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 in Control (defined below) or (y) within eighteen months following a Change in Control, then the severance payment under (i) shall equal the equivalent of eighteen (18) months of Base Salary and the reimbursement under (iii) shall continue for eighteen (18) months.

c. If Executive is found to have breached any restrictive covenants with the Company or any Affiliated Entities, including the restrictive covenants found in Section 6 and 7 of this Agreement, or violate any obligations set forth in the release, all payments and benefits under Section 5(b) of this Agreement shall immediately cease and be forfeited, including any outstanding equity awards.

d. Change in Control. For purposes of this 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 P10 or a corporation owned directly or indirectly by the shareholders of P10 in substantially the same proportions as their ownership of stock of P10, becomes the beneficial owner, directly or indirectly, of securities of P10 representing fifty percent (50%) or more of the total voting power represented by P10'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 or nomination for election by P10's shareholders or the Board 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 P10 with any other corporation, other than a merger or consolidation which would result in the voting securities of P10 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 P10 or such surviving entity outstanding immediately after such merger or consolidation; or

iv. the shareholders of P10 approve a plan of complete liquidation of P10 or an agreement for the sale or disposition by P10 of all or substantially all of P10's assets. For the avoidance of doubt, a corporate restructuring (i) whereby a new parent company is created and immediately following such transaction P10 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 in Control.

6. Restrictive Covenants. Executive acknowledges and agrees that (a) Executive has a major responsibility for the operation, development and growth of the business of the Company and the Affiliated Entities; (b) as a result of Executive's employment by the Company and work for the Affiliated Entities, Executive will have access to and be given Confidential Information (defined below) of the Company and the Affiliated Entities and their clients that Executive did not have access to or was not given prior to the execution of this Agreement; and (c) the agreements and covenants contained in this Section 6 are essential to protect the legitimate business interests of the Company and the Affiliated Entities and that the Company will not enter into this Agreement but for such agreements and covenants. Accordingly, Executive covenants and agrees to the following:

a. Non-Disclosure of Confidential Information.

i. Executive understands that during his employment, he has had or may have access to unpublished and otherwise confidential information both of a technical and non-technical nature, relating to the business of the Company, the Affiliated Entities or their clients, customers or vendors, 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 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 the 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 or the Affiliated Entities. Executive's obligations under this 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, unless prohibited by applicable law, he first notifies the Company of such subpoena, order or other requirement and such that the Company or the Affiliated Entity 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, the Affiliated Entities or their clients, customers or vendors, including all materials pertaining to or containing Confidential Information, whether or not developed by Executive, and all copies of such materials, 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.

iii. Nothing contained in this Agreement, in any way, restricts or impedes Executive from exercising protected rights to the extent that such rights cannot be waived by agreement, from preventing the disclosure of Confidential Information as may be required by applicable law or regulation, or from complying with any applicable law or regulation or a valid order or subpoena issued by a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Executive hereby promises and covenants to promptly provide written notice to the Company of any such order, unless such notice is prohibited. Moreover, notwithstanding any other provision of this Agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive files any document containing trade secrets under seal, and does not disclose trade secrets, except pursuant to court order.

b. Non-Solicitation and Non-Competition.

i. Executive acknowledges and agrees that (1) the services, duties and responsibilities to be rendered by Executive to the Company and the Affiliated Entities under this Agreement are of a special and unique character; (2) Executive will obtain knowledge and skill relevant to the Company's (and Affiliated Entities') industry, methods of doing business and marketing strategies by virtue of Executive's employment; and (3) Executive shall be given access to and training regarding Confidential Information as well as knowledge of the Company's and Affiliated Entities' current and prospective clients, clients, vendors and suppliers.

ii. During Executive's employment with the Company and work for the Affiliated Entities, and for twelve (12) months following the termination thereof for any

reason (the “Non-Solicit Restricted Period”), Executive shall not solicit for business or accept the business of, any person or entity who is, or was at any time, a Client (as defined below) of the Company or any Affiliated Entities.

iii. Throughout the Non-Solicit Restricted Period, 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 Affiliated Entities or who was an employee of the Company or any Affiliated Entities during the Term or the twelve (12) month period preceding the termination of Executive’s employment with the Company or work for the Affiliated Entities.

iv. Throughout the Non-Solicit Restricted Period, 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 Affiliated Entities to cease their relationship with the Company or any Affiliated Entities for any reason.

v. During the Term and for six (6) months following the termination of Executive’s employment for any reason (the “Non-Compete Restricted Period” and together with the Non-Solicit Restricted Period, the “Restricted Period”), Executive will not anywhere in the United States (1) carry on or engage in, directly or indirectly, any business, partnership, firm, corporation or other entity which wholly or in any significant part engages in any business competing with the Company or any Affiliated Entity (“Competing Business”) or (2) directly or indirectly, own, manage, operate, join, become an employee, partner, owner or member of (or an independent contractor to), control or participate in or loan money to any business, individual, partnership, firm, corporation, or other entity which engages in a Competing Business. Notwithstanding the restrictions contained in this Section, Executive may own an aggregate of not more than 5% of the outstanding stock of any class of any corporation engaged in a Competing Business, if such stock is listed on a national securities exchange or regularly traded in the over-the-counter market by a member of a national securities exchange, without violating the provisions of this Section, provided that Executive does not have the power, directly or indirectly, to control or direct the management or affairs of any such corporation and is not involved in the management of such corporation.

vi. For purposes of this Agreement, the term “Client(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 Affiliated Entity has done business or with whom Executive has actively negotiated with during the twelve (12) month period preceding Executive’s termination of employment.

vii. Executive understands and agrees that the restrictions contained herein may limit his ability to engage in a business similar to the business of the Company and the Affiliated Entities. The Company and Executive believe the limitations as to time, geographic area, and scope of activity contained in this Section 6(b) are reasonable and do not impose a greater restraint than necessary to protect the Company’s and Affiliated Entities’ Confidential Information, goodwill, and legitimate business interests.

viii. If any covenant, provision, agreement or part thereof contained herein is found by a court having jurisdiction to be unreasonable in duration, geographic scope, or character of restrictions, such covenant, provision, agreement or part thereof shall not be

rendered unenforceable, but rather the duration, geographic scope, or character of restrictions of such covenant, provision, agreement or part thereof shall be deemed reduced or modified with retroactive effect to render such covenant, provision, agreement or part thereof reasonable, and such covenant, provision, agreement or part thereof shall be enforced as modified. If the court having jurisdiction will not revise the covenant, provision, agreement or part thereof, the parties hereto shall mutually agree to a revision having an effect as close as permitted by applicable law to the provision declared unenforceable.

ix. In the event Executive breaches the restrictive covenants set forth in this Section 6(b), then the running of the Restricted Period shall be tolled and suspended during the time period in which Executive acts in breach of this Agreement.

x. Executive shall provide a copy of these restrictive covenants to any prospective employer, partner, or co-venturer prior to entering into an employment, independent contractor, consultant, partnership or other business relationship during the Restricted Period.

7. Representations, Warranties and Covenants.

(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 Agreement and fully carry out his duties and responsibilities hereunder and that the performance by Executive of the services, duties and responsibility under this Agreement does not constitute a breach of, or otherwise contravene, the terms of any other non-competition agreement, non-solicitation agreement, employment agreement, or other agreement or policy to which Executive is party or otherwise bound. Executive hereby indemnifies and holds the Company and Affiliated Entities harmless against any losses, claims, expenses (including reasonable attorneys' fees), damages, or liabilities incurred by the Company and any of the Affiliated Entities as a result of a breach of the foregoing representation and warranty.

(b) Adherence to Code of Ethics and Insider Trading Policy. Executive represents and warrants that he has received a copy of the Company's Code of Ethics and its Insider Trading Policy. 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. Executive acknowledges that a material violation of either the Code of Ethics or the Insider Trading Policy would constitute a material breach of this 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 or while providing services to the Company or any Affiliated Entity. 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 the Affiliated Entities, or (ii) results in any way from his work at the Company or for any of the Affiliated Entities.

(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, Executive hereby covenants and agrees not to bring any claim, suit, or other legal proceeding against the Company or any of the Affiliated Entities claiming that Executive’s moral rights to the Creations have been violated.

(iii) Executive agrees to reasonably cooperate with the Company and the Affiliated Entities, both during and after his employment with the Company and work for the Affiliated Entities, 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 or Affiliated Entities reasonably may deem necessary or desirable in order to protect their rights and interests in any Creations. Executive further agrees that if the Company or any Affiliated Entity is unable, after reasonable effort, to secure Executive’s signature on any such papers, any officer of the Company or an Affiliated Entity 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 or an Affiliated Entity 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 or any Affiliated Entity 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. Executive acknowledges that the Company or the Affiliated Entities 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 obtain a temporary restraining order and/or a preliminary or permanent injunction restraining 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 Executive of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by either the Company or Executive. Any waiver must be in writing.

10. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by electronic mail or confirmed facsimile, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the third day following the date delivered or mailed by United States Postal Service registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) to Executive: At the address (or to the email or facsimile number) shown in the books and records of the Company.

(b) to the Company addressed as follows:

P10 Intermediate Holdings, LLC
4514 Cole Avenue, Suite 1600
Dallas, TX 75205
Attention: Chief Executive Officer

with copies to (which shall not constitute notice):

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Todd Lenson

11. Amendment. This Agreement may not be amended orally in any manner or in writing without the written consent of the Company and Executive. No provision of this Agreement may be waived, delayed, modified, terminated, or otherwise impaired without the prior written consent of the Company and Executive.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of Executive's employment with the Company and supersedes all prior agreements, arrangements, and understandings, oral or written, express or implied, between the parties with respect to such employment.

13. Survival. Unless otherwise expressly provided, the respective rights and obligations of the parties hereunder, including, without limitation, the rights and obligations set forth in Sections 5, 6, and 7 of this Agreement, shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

14. Governing Law. The provisions of this Agreement shall be construed in accordance with the 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.

15. Assignment; Successors and Assigns, etc. This 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 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.

16. Severability. If a court determines that any provision of this Agreement contains an invalid or unenforceable restriction or provision, the court is requested and authorized to revise or modify such provision to include the maximum restriction allowed under applicable law. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Counterparts. This 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.

18. Arbitration. All disputes and disagreements arising from, relating to, or otherwise connected with this Agreement, the breach of this Agreement, Executive's employment with the Company or providing services to any Affiliated Entity, the enforcement, interpretation or validity of this 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 Executive or that Executive may have against the Company, including the determination of the scope or applicability of this 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 (the "JAMS Rules") applicable at the time the arbitration is commenced. A copy of the current version of the JAMS Rules will be made available to Executive upon request. The JAMS 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 Executive and the Company. Each of the parties shall bear the fees and expenses of its own legal counsel.

19. Compliance with Section 409A. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with the foregoing. 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. Notwithstanding anything to the contrary in this Agreement, if Executive is deemed on the date of termination to be a "specified employee" within the meaning of Section 409A, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of Executive, and (B) the date of Executive's death, to the extent required under Section 409A to avoid imposition of any additional taxes or interest. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following

the taxable year in which such expenses were incurred by Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Section 409A, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. 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 Executive on account of non-compliance with Section 409A.

20. Withholding. The payments and benefits under this Agreement shall be subject to all applicable withholdings and deductions, including all applicable withholdings for Federal, state and local income taxes, employment and payroll taxes.

21. Application of Compensation Recovery Policy. Executive acknowledges that, to the extent applicable, incentive based compensation payable under this Agreement or otherwise is subject to recovery in accordance with the Company's clawback policy as in effect from time to time.

22. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company to Executive or for Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section, be subject to the excise tax imposed under Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment, and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A and the following: (i) the Covered Payments that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first; and (ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section, including whether any payments or benefits are parachute payments, shall be made by an independent public accounting

firm that is mutually agreed by the Company and the CEO (the “Accounting Firm”), based upon reasonable, good faith assumptions and interpretations of Section 280G. Executive and the Company shall provide the Accounting Firm with such information and documents as the Accounting Firm may reasonably request in order to make a determination under this Section. The Accounting Firm shall provide its determination, together with detailed supporting calculations and documentation, to the Company and Executive as promptly as practicable. The determination of the Accounting Firm shall, absent manifest error, be final and binding on all parties.

[*Signature page follows*]

IN WITNESS WHEREOF, Executive and the Company have executed this Agreement effective as of the date first above written.

By: /s/ Richard J. (Arjay) Jensen

By: /s/ Luke Sarsfield

P10 Intermediate Holdings, LLC

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), is made and entered into effective as of February 27, 2024 (the “Effective Date”), by and between P10 Intermediate Holdings, LLC (the “Company”), and Mark Hood (the “Executive”).

RECITALS

WHEREAS, Executive and the Company desire to memorialize the terms and conditions of Executive’s employment with the Company and its affiliates by entering into this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Title and Job Duties.

a. The Company hereby agrees to employ Executive, and Executive hereby accepts employment, in the position of Executive Vice President of Operations and Chief Administration Officer, subject to the terms and conditions set forth herein. In this capacity, Executive shall have the duties, authorities and responsibilities that are designated from time to time by the Company’s Chief Executive Officer (the “CEO”) and the Board of Directors (the “Board”) of P10, Inc. (“P10”) commensurate with his title. In performing his duties, Executive shall report to the CEO.

b. Executive agrees during the term of his employment to: (i) devote his full business and professional time and energy to the Company, P10 and each of their direct and indirect parents, subsidiaries, divisions, and affiliates and each affiliated investment vehicle and any related entities (the “Affiliated Entities”); (ii) use his best efforts, skill, knowledge and abilities in the performance of his services, duties and responsibilities, and to promote the success of the business of the Company and the Affiliated Entities; (iii) serve the best interests of the Company and the Affiliated Entities, faithfully, loyally, efficiently and diligently; (iv) cooperate with the reasonable and lawful directives of the CEO and the Board and act in the furtherance of the best interests of the Company and the Affiliated Entities; and (v) comply with the applicable rules, policies, practices and procedures of the Company and the Affiliated Entities as well as all applicable laws, rules and regulations. In addition, Executive agrees to serve in such other capacities or offices with the Affiliated Entities to which he may be assigned, appointed or elected from time to time by the Board or governing body of any Affiliated Entity, without any additional compensation.

c. Without limiting the generality of the foregoing, Executive shall not, without the written approval of the Board or CEO, render services of a business or commercial nature on his own behalf or on behalf of any other person, firm, corporation or entity, whether for compensation or otherwise, during his employment with the Company; provided that the foregoing shall not prevent Executive from (i) serving on the boards of directors or holding any other offices or positions in non-profit organizations; (ii) with the prior written approval of the Board or CEO, serving on the board of directors or advisory boards of other for-profit companies; (iii) participating in charitable, civic, educational, professional, community or industry affairs; and (iv) managing Executive’s personal investments, so long as such activities

do not (x) individually, or in the aggregate, materially interfere or conflict with the performance of Executive's duties and responsibilities hereunder, (y) create a potential business or fiduciary conflict, or (z) violate any written policy of the Company or any Affiliated Entity applicable to Executive or violate any covenants applicable to Executive hereunder or under any other document, agreement or instrument between Executive and the Company or any Affiliated Entity.

2. Compensation. Subject to the terms and conditions of this Agreement, during the Term (as defined below), Executive shall be compensated by the Company for his services as follows:

a. Base Salary. The Company shall pay Executive an annual salary of \$500,000 (the "Base Salary"), payable in substantially equal monthly or more frequent installments in accordance with the Company's normal payroll practices in effect from time to time.

b. Bonus. For each full fiscal year of the Company, Executive shall be eligible to receive an annual bonus (the "Annual Bonus") based on the performance of the Company, the Affiliated Entities and/or Executive as determined by the compensation committee of the Board (the "Compensation Committee"), in its discretion, with the target amount of Executive's Annual Bonus equal to \$300,000 ("Target Annual Bonus"). The amount of the Annual Bonus to be paid to Executive and the performance metrics and requirements shall be determined by the Compensation Committee, in its sole discretion. The Annual Bonus will be paid in cash, restricted stock, restricted stock units, carried interest in the Company's affiliated investment vehicles or a combination of the foregoing, as determined in the sole discretion of the Compensation Committee. In order to be eligible to receive the Annual Bonus (if any), Executive must be employed by the Company on the date of payment of annual bonuses and in "good standing". For purposes of this Agreement, "good standing" means that Executive has not resigned (or given notice of Executive's intention to resign) and has not been terminated (or been given notice of termination) by the Company for any reason, with or without Cause (as defined below).

c. Equity and Other Incentives.

i. Executive shall be eligible to receive an annual equity award and award of carried interest in the Company's affiliated investment vehicles with a target value of \$1 million, with such equity value based on the fair market value of the Company's common stock and the carried interest value based upon a reasonable methodology consistent with targeted values described in the applicable investment vehicle offering materials of the Affiliated Entities and the Company's practice generally for awarding carried interest to employees, each at the time of grant, with the carried interest award with an appropriate ratio as determined by the Company's compensation consultant or, if determined in the discretion of the Compensation Committee, a carried interest award with a target value of \$2 million. All awards shall be subject to the terms and conditions of P10's equity incentive plan and other applicable plans and any applicable award agreements. In order to be eligible to receive the awards hereunder (if any), Executive must be employed by the Company on the date of grant of annual equity awards and in "good standing."

ii. Executive shall be eligible to receive such other additional equity awards and incentive compensation in such amount, in such form and on such terms as shall be determined by the Compensation Committee in its sole discretion from time to time.

d. Benefits. Executive shall be eligible to participate in all employee benefit plans and programs (including, without limitation, medical insurance plans and programs and retirement plans) that are maintained by the Company from time to time and made generally available by the Company to executive officers (other than the CEO), subject, however, to the applicable eligibility requirements and other provisions of such plans and programs. The Company reserves the right to amend, modify, cancel or terminate any such employee benefit plans at any time in its sole discretion, subject to the terms of such plans and applicable law. Any benefits available to Executive are subject to the rules of the relevant plan or program from time to time in force.

e. Vacation. Executive shall be entitled to vacation in accordance with the Company's standard vacation policy extended to executive officers of the Company.

f. Business Expenses. Executive shall be reimbursed by the Company for all reasonable business, promotional, travel, and entertainment expenses incurred or paid by Executive during the Term in connection with the performance of his services under this 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 Executive for such allowable expenses, Executive shall furnish to the Company, in a timely fashion, the appropriate documentation required under the Company's reimbursement policy and such other documentation as the Company may reasonably request from time to time.

3. Employment Period. The terms set forth in this Agreement will commence on the Effective Date and remain in effect until the first anniversary of the Effective Date (the "Initial Term") unless earlier terminated as provided in Section 4 of this Agreement. The Initial Term shall automatically renew for additional one (1) year periods (each a "Renewal Term"), 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 Term, or this Agreement is earlier terminated as provided in Section 4 of this Agreement. For purposes of this Agreement, the "Term" shall refer to the Initial Term and any Renewal Term. Notwithstanding this, 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 set forth in Section 5 of this Agreement.

4. Termination.

a. Termination By The Company 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 Agreement, "Cause" shall mean that Executive:

(i) 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; (ii) in carrying out his duties, engages in conduct that constitutes gross negligence or willful misconduct; (iii) engages in misconduct that causes, or is reasonably likely to cause, material harm to the reputation or business of the Company or any Affiliated Entities or knowingly or

recklessly engages in conduct which is, or is reasonably likely to be, demonstrably and materially injurious to the Company or any of the Affiliated Entities, monetarily or otherwise; or (iv) materially breaches any term of this Agreement, any other material agreement between Executive and any Affiliated Entity or any written policy of any Affiliated Entities applicable to Executive, provided that for subsections (iii) through (iv), 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 Board's sole discretion.

b. Termination On Account of Death or Disability of Executive. Executive's employment shall automatically terminate in the event of Executive's death. At the election of the Company, Executive's employment may be terminated on account of Executive's Disability. For purposes of this Agreement, "Disability" shall mean Executive, by reason of any medically determinable physical or mental impairment, becomes unable to perform, with or without reasonable accommodation, the essential functions of his job 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.

c. Termination By The Company Without Cause. At the election of the Company, Executive's employment may be terminated upon thirty (30) days' written notice (provided, however, that the Company may elect to pay Executive for up to thirty (30) days in lieu of such written notice or portion thereof) to Executive for any other reason or for no reason at all ("Without Cause").

d. Voluntary Termination by Executive. 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 thirty (30) days' prior written notice ("Voluntary Resignation"), which such notice may be waived or reduced by the Company in its sole discretion.

e. Termination by Executive For Good Reason. Executive may terminate his employment for Good Reason (as defined and in accordance with the below). For purposes of this Agreement, "Good Reason" shall mean the occurrence of one of the following events without Executive's written consent: (i) the material breach by the Company of this Agreement, including the failure to pay Executive any Base Salary or any bonus payment to which Executive is entitled within ten days of the date any such payment is due; (ii) a material diminution in Executive's title, authority, responsibilities, or duties, including reporting requirements; or (iii) a relocation of Executive's principal place of employment to a location more than twenty-five (25) miles from Executive's principal place of employment as of the Effective Date. Notwithstanding the foregoing, in order for Executive to terminate for Good Reason, (x) Executive must deliver written notice (which such notice shall describe in reasonable detail the circumstance(s) Executive believes to constitute Good Reason) to the Company of the existence of the circumstances providing grounds for Good Reason within thirty (30) days of the occurrence of such circumstance(s), (y) the Company must fail to correct such occurrence in all material respects within thirty (30) days following written notification by Executive and (z) Executive's termination must be effective no later than thirty (30) days following the end of such cure period.

f. Resignation of all Positions. Effective as of any date of termination of Executive's employment with the Company, Executive shall resign and be removed from, and

shall no longer hold, any and all positions then held by him with the Company or any Affiliated Entities, including, but not limited to any position as an officer, director or fiduciary of any employee benefit plan of any Affiliated Entity or any affiliated investment funds and Executive agrees that he shall execute any documentation reasonably necessary to give effect to the provisions of this Section.

g. Cooperation. Following the termination of Executive's employment with the Company, Executive agrees, without receiving additional compensation and upon reasonable notice, to make good faith efforts to cooperate with the Company, the Affiliated Entities and their legal counsel on any matters relating to Executive's employment with the Company and work for the Affiliated Entities in which the Company reasonably determines that Executive's cooperation is necessary or appropriate. The Company shall reimburse Executive for reasonable and pre-approved travel and other similar out-of-pocket expenses and fees incurred as a result of any such cooperation and shall take into consideration Executive's other commitments and activities when scheduling such cooperation.

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, on account of Executive's death or Disability, or by Executive as a Voluntary Resignation, then the Company shall only pay or provide to Executive the following amounts: (i) any Base Salary accrued up to and including the date of termination or resignation, paid within such 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 Section 2(f) of this Agreement and the Company's written policies; and (iv) accrued retirement benefits under any Company retirement plan, paid pursuant to the terms of such 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 at the end of the Term after the Company provides a notice of non-renewal (and Executive does not commit an act of Cause prior to such date), 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 twelve (12) months of Executive's Base Salary; (ii) a payment, payable in a lump sum, equal to the Target Annual Bonus; (iii) reimbursement for 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 (12) months or until his right to COBRA continuation expires, whichever is shorter, provided that Executive timely elects and is eligible for COBRA coverage (provided, further, if the Company determines, in its reasonable judgment, that providing reimbursement would result in a violation of applicable law, the imposition of any penalty under applicable law, or adverse tax consequences for any participant covered by the Company's group health benefits plans, such obligation of the Company shall cease); and (iv) immediate vesting of any and all Company equity awards and immediate vesting of all carried interests in the investment vehicles of Affiliated Entities granted to Executive. Such payment and other consideration are subject to Executive's execution and delivery of a general waiver and release of claims (that is not revoked and no longer subject to revocation under applicable law) of the Company, all Affiliated Entities,

and each of their respective officers, directors, employees, agents, successors and assigns in a form satisfactory to the Company. All payments under this Section shall be made or begin to be made within sixty (60) days following Executive's termination of employment; provided, however, that to the extent required by 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 or begin to be made in the second calendar year. Executive shall not be entitled to receive any amounts under this Section (other than Accrued Benefits) unless the release has been executed and returned to the Company and become fully enforceable and non-revocable prior to the sixtieth (60th) day after the date of Executive's termination. Notwithstanding the foregoing, if the Company terminates Executive's employment Without Cause, Executive's employment ends at the end of the Term 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 in Control (defined below) or (y) within eighteen months following a Change in Control, then the severance payment under (i) shall equal the equivalent of eighteen (18) months of Base Salary and the reimbursement under (iii) shall continue for eighteen (18) months.

c. If Executive is found to have breached any restrictive covenants with the Company or any Affiliated Entities, including the restrictive covenants found in Section 6 and 7 of this Agreement, or violate any obligations set forth in the release, all payments and benefits under Section 5(b) of this Agreement shall immediately cease and be forfeited, including any outstanding equity awards.

d. Change in Control. For purposes of this 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 P10 or a corporation owned directly or indirectly by the shareholders of P10 in substantially the same proportions as their ownership of stock of P10, becomes the beneficial owner, directly or indirectly, of securities of P10 representing fifty percent (50%) or more of the total voting power represented by P10'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 or nomination for election by P10's shareholders or the Board 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 P10 with any other corporation, other than a merger or consolidation which would result in the voting securities of P10 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 P10 or such surviving entity outstanding immediately after such merger or consolidation; or

iv. the shareholders of P10 approve a plan of complete liquidation of P10 or an agreement for the sale or disposition by P10 of all or substantially all of P10's assets.

For the avoidance of doubt, a corporate restructuring (i) whereby a new parent company is created and immediately following such transaction P10 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 in Control.

6. Restrictive Covenants. Executive acknowledges and agrees that (a) Executive has a major responsibility for the operation, development and growth of the business of the Company and the Affiliated Entities; (b) as a result of Executive's employment by the Company and work for the Affiliated Entities, Executive will have access to and be given Confidential Information (defined below) of the Company and the Affiliated Entities and their clients that Executive did not have access to or was not given prior to the execution of this Agreement; and (c) the agreements and covenants contained in this Section 6 are essential to protect the legitimate business interests of the Company and the Affiliated Entities and that the Company will not enter into this Agreement but for such agreements and covenants. Accordingly, Executive covenants and agrees to the following:

a. Non-Disclosure of Confidential Information.

i. Executive understands that during his employment, he has had or may have access to unpublished and otherwise confidential information both of a technical and non-technical nature, relating to the business of the Company, the Affiliated Entities or their clients, customers or vendors, 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 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 the 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 or the Affiliated Entities. Executive's obligations under this 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, unless prohibited by applicable law, he first notifies the Company of such subpoena, order or other requirement and such that the Company or the Affiliated Entity 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,

the Affiliated Entities or their clients, customers or vendors, including all materials pertaining to or containing Confidential Information, whether or not developed by Executive, and all copies of such materials, 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.

iii. Nothing contained in this Agreement, in any way, restricts or impedes Executive from exercising protected rights to the extent that such rights cannot be waived by agreement, from preventing the disclosure of Confidential Information as may be required by applicable law or regulation, or from complying with any applicable law or regulation or a valid order or subpoena issued by a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Executive hereby promises and covenants to promptly provide written notice to the Company of any such order, unless such notice is prohibited. Moreover, notwithstanding any other provision of this Agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive files any document containing trade secrets under seal, and does not disclose trade secrets, except pursuant to court order.

b. Non-Solicitation and Non-Competition.

i. Executive acknowledges and agrees that (1) the services, duties and responsibilities to be rendered by Executive to the Company and the Affiliated Entities under this Agreement are of a special and unique character; (2) Executive will obtain knowledge and skill relevant to the Company's (and Affiliated Entities') industry, methods of doing business and marketing strategies by virtue of Executive's employment; and (3) Executive shall be given access to and training regarding Confidential Information as well as knowledge of the Company's and Affiliated Entities' current and prospective clients, clients, vendors and suppliers.

ii. During Executive's employment with the Company and work for the Affiliated Entities, and for twelve (12) months following the termination thereof for any reason (the "Non-Solicit Restricted Period"), Executive shall not solicit for business or accept the business of, any person or entity who is, or was at any time, a Client (as defined below) of the Company or any Affiliated Entities.

iii. Throughout the Non-Solicit Restricted Period, 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 Affiliated Entities or who was an employee of the Company or any Affiliated Entities during the Term or the twelve (12) month period preceding the termination of Executive's employment with the Company or work for the Affiliated Entities.

iv. Throughout the Non-Solicit Restricted Period, 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 Affiliated Entities to cease their relationship with the Company or any Affiliated Entities for any reason.

v. During the Term and for six (6) months following the termination of Executive's employment for any reason (the "Non-Compete Restricted Period" and together with the Non-Solicit Restricted Period, the "Restricted Period"), Executive will not anywhere in the United States (1) carry on or engage in, directly or indirectly, any business, partnership, firm, corporation or other entity which wholly or in any significant part engages in any business competing with the Company or any Affiliated Entity ("Competing Business") or (2) directly or indirectly, own, manage, operate, join, become an employee, partner, owner or member of (or an independent contractor to), control or participate in or loan money to any business, individual, partnership, firm, corporation, or other entity which engages in a Competing Business. Notwithstanding the restrictions contained in this Section, Executive may own an aggregate of not more than 5% of the outstanding stock of any class of any corporation engaged in a Competing Business, if such stock is listed on a national securities exchange or regularly traded in the over-the-counter market by a member of a national securities exchange, without violating the provisions of this Section, provided that Executive does not have the power, directly or indirectly, to control or direct the management or affairs of any such corporation and is not involved in the management of such corporation.

vi. For purposes of this Agreement, the term "Client(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 Affiliated Entity has done business or with whom Executive has actively negotiated with during the twelve (12) month period preceding Executive's termination of employment.

vii. Executive understands and agrees that the restrictions contained herein may limit his ability to engage in a business similar to the business of the Company and the Affiliated Entities. The Company and Executive believe the limitations as to time, geographic area, and scope of activity contained in this Section 6(b) are reasonable and do not impose a greater restraint than necessary to protect the Company's and Affiliated Entities' Confidential Information, goodwill, and legitimate business interests.

viii. If any covenant, provision, agreement or part thereof contained herein is found by a court having jurisdiction to be unreasonable in duration, geographic scope, or character of restrictions, such covenant, provision, agreement or part thereof shall not be rendered unenforceable, but rather the duration, geographic scope, or character of restrictions of such covenant, provision, agreement or part thereof shall be deemed reduced or modified with retroactive effect to render such covenant, provision, agreement or part thereof reasonable, and such covenant, provision, agreement or part thereof shall be enforced as modified. If the court having jurisdiction will not revise the covenant, provision, agreement or part thereof, the parties hereto shall mutually agree to a revision having an effect as close as permitted by applicable law to the provision declared unenforceable.

ix. In the event Executive breaches the restrictive covenants set forth in this Section 6(b), then the running of the Restricted Period shall be tolled and suspended during the time period in which Executive acts in breach of this Agreement.

x. Executive shall provide a copy of these restrictive covenants to any prospective employer, partner, or co-venturer prior to entering into an employment, independent contractor, consultant, partnership or other business relationship during the Restricted Period.

7. Representations, Warranties and Covenants.

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 Agreement and fully carry out his duties and responsibilities hereunder and that the performance by Executive of the services, duties and responsibility under this Agreement does not constitute a breach of, or otherwise contravene, the terms of any other non-competition agreement, non-solicitation agreement, employment agreement, or other agreement or policy to which Executive is party or otherwise bound. Executive hereby indemnifies and holds the Company and Affiliated Entities harmless against any losses, claims, expenses (including reasonable attorneys' fees), damages, or liabilities incurred by the Company and any of the Affiliated Entities as a result of a breach of the foregoing representation and warranty.

b. Adherence to Code of Ethics and Insider Trading Policy. Executive represents and warrants that he has received a copy of the Company's Code of Ethics and its Insider Trading Policy. 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. Executive acknowledges that a material violation of either the Code of Ethics or the Insider Trading Policy would constitute a material breach of this 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 or while providing services to the Company or any Affiliated Entity. 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 the Affiliated Entities, or (ii) results in any way from his work at the Company or for any of the Affiliated Entities.

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, Executive hereby covenants and agrees not to bring any claim, suit, or other legal proceeding against the Company or any of the Affiliated Entities claiming that Executive's moral rights to the Creations have been violated.

iii. Executive agrees to reasonably cooperate with the Company and the Affiliated Entities, both during and after his employment with the Company and work for the Affiliated Entities, 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 or Affiliated Entities reasonably may deem necessary or desirable in order to protect their rights and interests in any Creations. Executive further agrees that if the Company or any Affiliated Entity is unable, after reasonable effort, to secure Executive's signature on any such papers, any officer of the Company or an Affiliated Entity 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 or an Affiliated Entity 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 or any Affiliated Entity 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. Executive acknowledges that the Company or the Affiliated Entities 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 obtain a temporary restraining order and/or a preliminary or permanent injunction restraining 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 Executive of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by either the Company or Executive. Any waiver must be in writing.

10. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by electronic mail or confirmed facsimile, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the third day following the date delivered or mailed by United States Postal Service registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

a. to Executive: At the address(or to the email or facsimile number)shown in the books and records of the Company.

b. to the Company addressed as follows:

P10 Intermediate Holdings, LLC
4514 Cole Avenue, Suite 1600
Dallas, TX 75205
Attention: Chief Executive Officer

with copies to (which shall not constitute notice):

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Todd Lenson

11. Amendment. This Agreement may not be amended orally in any manner or in writing without the written consent of the Company and Executive. No provision of this Agreement may be waived, delayed, modified, terminated, or otherwise impaired without the prior written consent of the Company and Executive.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of Executive's employment with the Company and supersedes all prior agreements, arrangements, and understandings, oral or written, express or implied, between the parties with respect to such employment.

13. Survival. Unless otherwise expressly provided, the respective rights and obligations of the parties hereunder, including, without limitation, the rights and obligations set forth in Sections 5, 6, and 7 of this Agreement, shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

14. Governing Law. The provisions of this Agreement shall be construed in accordance with the 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.

15. Assignment; Successors and Assigns, etc. This 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 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.

16. Severability. If a court determines that any provision of this Agreement contains an invalid or unenforceable restriction or provision, the court is requested and authorized to revise or modify such provision to include the maximum restriction allowed under applicable law. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Counterparts. This 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.

18. Arbitration. All disputes and disagreements arising from, relating to, or otherwise connected with this Agreement, the breach of this Agreement, Executive's employment with the Company or providing services to any Affiliated Entity, the enforcement, interpretation or validity of this 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 Executive or that Executive may have against the Company, including the determination of the scope or applicability of this 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 (the “JAMS Rules”) applicable at the time the arbitration is commenced. A copy of the current version of the JAMS Rules will be made available to Executive upon request. The JAMS 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 Executive and the Company. Each of the parties shall bear the fees and expenses of its own legal counsel.

19. Compliance with Section 409A. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with the foregoing. 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. Notwithstanding anything to the contrary in this Agreement, if Executive is deemed on the date of termination to be a “specified employee” within the meaning of Section 409A, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a “separation from service,” such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service” of Executive, and (B) the date of Executive’s death, to the extent required under Section 409A to avoid imposition of any additional taxes or interest. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Section 409A, Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. 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 Executive on account of non-compliance with Section 409A.

20. Withholding. The payments and benefits under this Agreement shall be subject to all applicable withholdings and deductions, including all applicable withholdings for Federal, state and local income taxes, employment and payroll taxes.

21. Application of Compensation Recovery Policy. Executive acknowledges that, to the extent applicable, incentive based compensation payable under this Agreement or otherwise is subject to recovery in accordance with the Company's clawback policy as in effect from time to time.

22. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company to Executive or for Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section, be subject to the excise tax imposed under Section 4999 (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment, and excise taxes.

(b) Any such reduction shall be made in accordance with Section 409A and the following: (i) the Covered Payments that do not constitute nonqualified deferred compensation subject to Section 409A shall be reduced first; and (ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section, including whether any payments or benefits are parachute payments, shall be made by an independent public accounting firm that is mutually agreed by the Company and the CEO (the "Accounting Firm"), based upon reasonable, good faith assumptions and interpretations of Section 280G. Executive and the Company shall provide the Accounting Firm with such information and documents as the Accounting Firm may reasonably request in order to make a determination under this Section. The Accounting Firm shall provide its determination, together with detailed supporting calculations and documentation, to the Company and Executive as promptly as practicable. The determination of the Accounting Firm shall, absent manifest error, be final and binding on all parties.

[*Signature page follows*]

IN WITNESS WHEREOF, Executive and the Company have executed this Agreement effective as of the date first above written.

By: /s/ Mark Hood

By: /s/ Luke Sarsfield
P10 Intermediate Holdings, LLC

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

I, Luke A. Sarsfield III, certify that:

1. I have reviewed this Form 10-Q of P10, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2024

By: _____
/s/ Luke A. Sarsfield III
Luke A. Sarsfield III
Chief Executive Officer

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

I, Amanda Coussens, certify that:

1. I have reviewed this Form 10-Q of P10, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2024

By: _____
/s/ Amanda Coussens
Amanda Coussens
Chief Financial Officer

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

In connection with the Quarterly Report of P10, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: May 9, 2024

By: _____ /s/ Luke A. Sarsfield III

Luke A. Sarsfield III
Chief Executive Officer

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

In connection with the Quarterly Report of P10, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: May 9, 2024

By: _____ /s/ Amanda Coussens
Amanda Coussens
Chief Financial Officer
