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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. __)***

P10, Inc.
(Name of Issuer)

Class A Common Stock, par value \$0.001 per share
(Title of Class of Securities)

69376K106
(CUSIP Number)

Adam W. Finerman, Esq.
BakerHostetler
45 Rockefeller Plaza
New York, New York 10111
(212) 589-4233

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 23, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 69376K106

| | | |
|---|--|---|
| 1 | NAMES OF REPORTING PERSONS 210 Capital, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 0 |
| | 8 | SHARED VOTING POWER 100,173,970 ⁽¹⁾ |
| | 9 | SOLE DISPOSITIVE POWER 0 |
| | 10 | SHARED DISPOSITIVE POWER 13,167,397 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,167,397 ⁽²⁾ | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.9% ⁽³⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) OO | |

- (1) This figure gives effect to the voting power of the Class B common stock, which entitles its holder to ten votes for each share held, until a Sunset becomes effective. A "Sunset" is triggered by any of the earlier of the following: (i) the Sunset Holders (as defined in the amended and restated certificate of incorporation of the Issuer (the "Charter")) cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been converted into Class A Common Stock), (ii) the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock, and (iii) upon the tenth anniversary of the effective date of the Charter.
- (2) These shares include: (i) 3,500,000 shares of Class A common stock; and (ii) 9,667,397 shares of Class B common stock, all of which may be deemed to be beneficially owned by each Reporting Person.
- (3) Based on the sum of (i) 53,122,612 shares of Class A common stock outstanding as of November 10, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, filed on November 13, 2023, plus (ii) 3,500,000 shares of Class A common stock received by the Reporting Persons upon conversion of an equivalent number of shares Class B common stock effective December 18, 2023, plus (iii) 9,667,397 shares of Class B common stock that may be converted by the Reporting Persons into an equivalent number of shares of Class A common stock.

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| 1 | NAMES OF REPORTING PERSONS 210/P10 Acquisition Partners, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 0 |
| | 8 | SHARED VOTING POWER 100,173,970 ⁽¹⁾ |
| | 9 | SOLE DISPOSITIVE POWER 0 |
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| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,167,397 ⁽²⁾ | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.9% ⁽³⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) OO | |

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- (2) These shares include: (i) 3,500,000 shares of Class A common stock; and (ii) 9,667,397 shares of Class B common stock, all of which may be deemed to be beneficially owned by each Reporting Person.
- (3) Based on the sum of (i) 53,122,612 shares of Class A common stock outstanding as of November 10, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, filed on November 13, 2023, plus (ii) 3,500,000 shares of Class A common stock received by the Reporting Persons upon conversion of an equivalent number of shares Class B common stock effective December 18, 2023, plus (iii) 9,667,397 shares of Class B common stock that may be converted by the Reporting Persons into an equivalent number of shares of Class A common stock.

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| 1 | NAMES OF REPORTING PERSONS CCW/LAW Holdings, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 0 |
| | 8 | SHARED VOTING POWER 100,173,970 ⁽¹⁾ |
| | 9 | SOLE DISPOSITIVE POWER 0 |
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| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,167,397 ⁽²⁾ | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.9% ⁽³⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) OO | |

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| 1 | NAMES OF REPORTING PERSONS Covenant RHA Partners, L.P. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 0 |
| | 8 | SHARED VOTING POWER 100,173,970 ⁽¹⁾ |
| | 9 | SOLE DISPOSITIVE POWER 0 |
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| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,167,397 ⁽²⁾ | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.9% ⁽³⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) OO | |

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- (2) These shares include: (i) 3,500,000 shares of Class A common stock; and (ii) 9,667,397 shares of Class B common stock, all of which may be deemed to be beneficially owned by each Reporting Person.
- (3) Based on the sum of (i) 53,122,612 shares of Class A common stock outstanding as of November 10, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, filed on November 13, 2023, plus (ii) 3,500,000 shares of Class A common stock received by the Reporting Persons upon conversion of an equivalent number of shares Class B common stock effective December 18, 2023, plus (iii) 9,667,397 shares of Class B common stock that may be converted by the Reporting Persons into an equivalent number of shares of Class A common stock.

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| 1 | NAMES OF REPORTING PERSONS RHA Investments, Inc. | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 0 |
| | 8 | SHARED VOTING POWER 100,173,970 ⁽¹⁾ |
| | 9 | SOLE DISPOSITIVE POWER 0 |
| | 10 | SHARED DISPOSITIVE POWER 13,167,397 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,167,397 ⁽²⁾ | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.9% ⁽³⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) CO | |

- (1) This figure gives effect to the voting power of the Class B common stock, which entitles its holder to ten votes for each share held, until a Sunset becomes effective. A "Sunset" is triggered by any of the earlier of the following: (i) the Sunset Holders (as defined in the amended and restated certificate of incorporation of the Issuer (the "Charter")) cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been converted into Class A Common Stock), (ii) the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock, and (iii) upon the tenth anniversary of the effective date of the Charter.
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| 1 | NAMES OF REPORTING PERSONS Robert Alpert | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 759,243 ⁽¹⁾ |
| | 8 | SHARED VOTING POWER 100,173,970 ⁽²⁾ |
| | 9 | SOLE DISPOSITIVE POWER 759,243 ⁽¹⁾ |
| | 10 | SHARED DISPOSITIVE POWER 13,167,397 ⁽³⁾ |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,926,640 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.9% ⁽⁴⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) IN | |

- (1) This amount includes 425,093 shares of Class A common stock underlying stock options held by the Reporting Person that are exercisable within 60 days of the date hereof.
- (2) This figure gives effect to the voting power of the Class B common stock, which entitles its holder to ten votes for each share held, until a Sunset becomes effective. A "Sunset" is triggered by any of the earlier of the following: (i) the Sunset Holders (as defined in the amended and restated certificate of incorporation of the Issuer (the "Charter")) cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been converted into Class A Common Stock), (ii) the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock, and (iii) upon the tenth anniversary of the effective date of the Charter.
- (3) These shares include: (i) 3,500,000 shares of Class A common stock; and (ii) 9,667,397 shares of Class B common stock, all of which may be deemed to be beneficially owned by each Reporting Person.
- (4) Based on the sum of (i) 53,122,612 shares of Class A common stock outstanding as of November 10, 2023, as reported on the Issuer's Quarterly Report on Form 10-Q, filed on November 13, 2023, plus (ii) 3,500,000 shares of Class A common stock received by the Reporting Persons upon conversion of an equivalent number of shares Class B common stock effective December 18, 2023, plus (iii) 9,667,397 shares of Class B common stock that may be converted by the Reporting Persons into an equivalent number of shares of Class A common stock, plus (iv) 425,093 shares of Class A common stock underlying stock options held by Mr. Alpert that are exercisable within 60 days of the date hereof.

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| 1 | NAMES OF REPORTING PERSONS C. Clark Webb | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS (See Instructions) OO | |
| 5 | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/> | |
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| | 9 | SOLE DISPOSITIVE POWER 759,243 ⁽¹⁾ |
| | 10 | SHARED DISPOSITIVE POWER 13,167,397 ⁽³⁾ |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,926,640 | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.9% ⁽⁴⁾ | |
| 14 | TYPE OF REPORTING PERSON (See Instructions) IN | |

- (1) This amount includes 425,093 shares of Class A common stock underlying stock options held by the Reporting Person that are exercisable within 60 days of the date hereof.
- (2) This figure gives effect to the voting power of the Class B common stock, which entitles its holder to ten votes for each share held, until a Sunset becomes effective. A "Sunset" is triggered by any of the earlier of the following: (i) the Sunset Holders (as defined in the amended and restated certificate of incorporation of the Issuer (the "Charter")) cease to maintain direct or indirect beneficial ownership of 10% of the outstanding shares of Class A Common Stock (determined assuming all outstanding shares of Class B Common Stock have been converted into Class A Common Stock), (ii) the Sunset Holders collectively cease to maintain direct or indirect beneficial ownership of at least 25% of the aggregate voting power of the outstanding shares of Common Stock, and (iii) upon the tenth anniversary of the effective date of the Charter.
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EXPLANATORY NOTE

The Reporting Persons (as defined in Item 2 below) previously filed a Schedule 13G on February 14, 2020, pursuant to Rule 13d-1(d) of the Act. On October 23, 2023, certain of the Reporting Persons have acquired, in the aggregate, beneficial ownership of more than 2% of the outstanding shares of Class A common stock within a twelve-month period, and the Reporting Persons are now filing this Schedule 13D.

Item 1. Security and Issuer.

This Schedule 13D relates to shares of the Class A common stock, par value \$0.001 per share, of P10, Inc., a Delaware corporation (the “Issuer”), whose principal executive office is located at 4514 Cole Ave., Suite 1600, Dallas, TX 75205.

Item 2. Identity and Background.

- (a) This Schedule 13D is filed by: (i) 210/P10 Acquisition Partners, LLC, a Texas limited liability company (“210/P10”); (ii) 210 Capital, LLC, a Delaware limited liability company (“210 Capital”); (iii) Covenant RHA Partners, L.P., a Texas limited partnership (“RHA Partners”); (iv) CCW/LAW Holdings, LLC, a Texas limited liability company (“CCW Holdings”); (v) RHA Investments, Inc., a Texas corporation (“RHA Investments”); (vi) Robert Alpert, a United States citizen; and (vii) C. Clark Webb, a United States citizen. Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.”
- (b) The address of the principal business office of each Reporting Person is 4514 Cole Avenue, Suite 1600, Dallas, Texas 75205.
- (c) Mr. Alpert serves as Executive Chairman of the Issuer and as a member of the board of directors of the Issuer. Mr. Webb serves as Executive Vice Chairman of the Issuer and as a member of the board of directors of the Issuer. 210/P10 was formed to invest and support the Issuer’s exit from bankruptcy and subsequent growth. 210 Capital is a registered, non-reporting investment advisor. RHA Partners and CCW Holdings are each personal investment vehicles, and RHA Investments was formed to serve as the general partner of RHA Partners, which is wholly owned by Mr. Alpert.
- (d)-(e) During the last five years, none of the Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The information regarding the citizenship and states of formation of the Reporting Persons set forth in subsection (a) is incorporated herein by reference.

Item 3. Source and Amount of Funds or Other Considerations.

The information set forth in Item 4 hereof is hereby incorporated by reference into this Item 3, as applicable. The Reporting Persons have beneficially owned the shares of Class B common stock since prior to the Section 12(b) registration of the Class A common stock of the Issuer in October 2021. Since such registration, Mr. Alpert and Mr. Webb have each acquired additional shares of Class A common stock as consideration for their respective services provided as executive officers of the Issuer.

Item 4. Purpose of Transaction.

The information set forth in Item 6 of this Schedule 13D is incorporated by reference. The Reporting Persons acquired the shares of Class B common stock for investment purposes.

Mr. Alpert and Mr. Webb serve as the Executive Chairman and Executive Vice Chairman, respectively, of the Issuer, and each serve as members of the board of directors of the Issuer. In such capacities, Mr. Alpert and Mr. Webb may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) Item 4 of Schedule 13D.

Except as disclosed in this Item and other than the 210 10b5-1 Plan (defined below), none of the Reporting Persons, or their subsidiaries, has any current plans or proposals which relate to or would result in any of the events described in clauses (a) through (j) of the instructions to Item 4 of Schedule 13D. The Reporting Persons, however, expect to evaluate on a continuing basis their goals and objectives, other business opportunities available to them and may change their plans or proposals in the future. In determining from time to time whether to sell the securities reported as beneficially owned in this Schedule 13D (and in what amounts) or to retain such securities, the Reporting Persons will take into consideration such factors as they deem relevant, including the business and prospects of the Issuer, anticipated future developments concerning the Issuer, existing and anticipated market conditions from time to time, general economic conditions, regulatory matters, and other opportunities available to the Reporting Persons. In addition, the Reporting Persons may, from time to time, transfer shares beneficially owned by them for tax, estate or other economic planning purposes. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open market, in privately negotiated transactions (which may be with the Issuer or with third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in this Item 4.

Item 5. Interest in Securities of the Issuer.

(a) – (b) The information contained in rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Schedule 13D (including the footnotes thereto) is incorporated by reference herein.

210/P10 is the direct beneficial holder of the 3,500,000 shares of Class A common stock and 9,667,397 shares of Class B common stock that may be deemed to be beneficially owned by each Reporting Person. The holders of Class B Common Stock may elect to convert on a one-for-one basis into Class A Common Stock at any time.

210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole manager. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, each of 210 Capital, RHA Partners, CCW Holdings, RHA Investments, Mr. Alpert and Mr. Webb may be deemed to beneficially own such shares of Class B common stock. In addition, (i) Mr. Alpert directly holds 334,150 shares of Class A common stock and exercisable stock options to purchase an additional 425,093 shares of Class A common stock; and (ii) Mr. Webb directly holds 334,150 shares of Class A common stock and exercisable stock options to purchase an additional 425,093 shares of Class A common stock.

However, each Reporting Person declares that neither the filing of this Schedule 13D nor anything herein shall be construed as an admission that such person is, for the purposes of Section 13(d) or 13(g) of the Exchange Act of 1934, as amended, the beneficial owner of any securities or rights to acquire securities directly held by any other Reporting Person covered by this Schedule 13D.

(c) Except as described elsewhere in this Schedule 13D, including in Items 3 and 6 incorporated herein by reference, during the past 60 days, none of the Reporting Persons have effected any transactions with respect to the Class A common stock or Class B common stock of the Issuer.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the shares of the Class A common stock or Class B common stock of the Issuer held by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The responses to Items 3, 4 and 5 are incorporated by reference into this Item 6, as applicable.

Controlled Company Agreement

On October 21, 2021, the Issuer entered into a controlled company agreement (the “Controlled Company Agreement”) with principals of 210 Capital and certain of their affiliates (the “210 Group”), RCP Advisors and certain of their affiliates (the “RCP Group”) and TrueBridge and certain of their affiliates (the “TrueBridge Group”), granting each party certain board designation rights. So long as the 210 Group continues to collectively hold a combined voting power of (a) at least 10% of the shares of common stock outstanding immediately following the closing date of the initial public offering of the Issuer (the “Closing Date”), the Issuer shall include in its slate of nominees two directors designated by the 210 Group and (b) less than 10% but at least 5% of the shares of common stock outstanding immediately following the Closing Date, one director designated by the 210 Group. So long as the RCP Group and any of their permitted transferees who hold shares of common stock as of the applicable time continue to collectively hold a combined voting power of at least 5% of the shares of common stock outstanding immediately following the Closing Date, the Issuer shall include in its slate of nominees one director designated by the RCP Stockholders. So long as TrueBridge and any of its permitted transferees who hold shares of common stock as of the applicable time continue to collectively hold a combined voting power of at least 5% of the shares of common stock outstanding immediately following the Closing Date, the Issuer shall include in its slate of nominees one director designated by the TrueBridge Group. In addition, the parties to the Controlled Company Agreement will agree to elect three directors who are not affiliated with any party to the Controlled Company Agreement and who satisfy the independence requirements applicable to audit committee members established pursuant to Rule 10A-3 under the Exchange Act. These board designation rights are subject to certain requirements, limitations and exceptions.

Executive Transition Agreements

On October 20, 2023, the Issuer entered into an executive transition agreement with each of Mr. Alpert and Mr. Webb (each, a “Transition Agreement”). Pursuant to the Transition Agreements, effective as of October 23, 2023 (the “Effective Date”), Mr. Alpert and Mr. Webb ceased to serve as Co-Chief Executive Officers of the Issuer, and Mr. Alpert and Mr. Webb were appointed as Executive Chairman and Executive Vice Chairman, respectively, for a one-year period. Each Transition Agreement provides for, among other things, certain transition and severance payments relating to securities of the Issuer. Pursuant to his Transition Agreement, Mr. Alpert received a transition award of 10,753 restricted stock units on the Effective Date, which will vest on the first anniversary thereof. Pursuant to his Transition Agreement, Mr. Webb: (i) received a transition award of 107,527 restricted stock units on the Effective Date, which will vest on the first anniversary thereof; and (ii) will be entitled to receive additional transition awards having an aggregate gross value of \$3 million in the form of restricted stock units, which will be granted in three equal quarterly installments with the first grant occurring on three-month anniversary of the Effective Date, and each grant will vest on the first anniversary of the applicable grant date. The vesting of such awards would be accelerated upon early termination of a Transition Agreement, prorated based on the number of days employed. In addition, the Transition Agreements each provide that in connection with the cessation of their respective roles as Co-Chief Executive Officer, each of Mr. Alpert and Mr. Webb received, among other severance payments and benefits, the following in accordance with their respective Transition Agreements effective as of the Effective Date: (a) an award of 365,592 fully-vested shares of Class A common stock in lieu of certain cash payments; and (b) an award of fully-vested stock options to purchase 196,434 shares of Class A common stock at an exercise price equal to \$9.17 per share; and (c) the immediate vesting in full of an award of stock options to purchase 228,659 shares of Class A common stock at an exercise price equal to \$9.93 per share and an award of 143,860 restricted stock units.

Rule 10b5-1 Plan

On December 10, 2023, 210/P10 entered into a 10b5-1 transaction plan (the “210 10b5-1 Plan”), a form of which is filed as Exhibit 6 hereto, with Clear Street LLC, which provides for the sale of up to 3,500,000 shares of Class A common stock, subject to certain price, volume and other restrictions contained therein. The 210 10b5-1 Plan is intended to satisfy the affirmative defense set forth in Rule 10b5-1(c)(1) promulgated under the Act and comply with Rule 144 volume limitations. No sales under the 210 10b5-1 Plan will commence until the later of: (i) March 10, 2024; and (ii) two business days after the release of financial results on Form 10-K for the current fiscal year. The 210 10b5-1 Plan will terminate on December 10, 2024.

Effective December 18, 2023, the Reporting Persons converted 3,500,000 shares of Class B common stock into an equivalent number of shares of Class A common stock to be sold in accordance with the terms of the 210 10b5-1 Plan.

Item 7. Material to Be Filed as Exhibits.

| <u>Exhibit No.</u> | <u>Name</u> |
|--------------------|--|
| 1. | <u>Controlled Company Agreement, dated as of October 20, 2021, by and among P10, Inc. and the parties listed on the signature pages thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 26, 2021).</u> |
| 2. | <u>Form of Restricted Stock Unit Award Agreement under the 2021 Equity Incentive Plan (incorporated by reference to Exhibit 4.1 to the Form S-3 filed by the Issuer with the SEC on November 20, 2023).</u> |
| 3. | <u>Form of Stock Option Agreement under the 2021 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on May 15, 2023).</u> |
| 4. | <u>Executive Transition Agreement, dated October 20, 2023, by and between P10 Intermediate Holdings, LLC and Robert Alpert (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on November 13, 2023).</u> |
| 5. | <u>Executive Transition Agreement, dated October 20, 2023, by and between P10 Intermediate Holdings, LLC and C. Clark Webb (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on November 13, 2023).</u> |
| 6. | <u>Form of Rule 10b5-1 Transaction Plan with Clear Street LLC</u> |
| 7. | <u>Joint Filing Agreement, dated December 19, 2023, by and among the Reporting Persons</u> |

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 19, 2023

210/P10 ACQUISITION PARTNERS, LLC

By: 210 Capital, LLC
Its: Member

By: /s/ Robert Alpert
Its: Authorized Signatory

210 CAPITAL, LLC

By: Covenant RHA Partners, L.P.
Its: Member

By: /s/ Robert Alpert
Its: Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

By: /s/ C. Clark Webb
Its: Authorized Signatory

CCW/LAW HOLDINGS, LLC

By: /s/ C. Clark Webb
Its: Authorized Signatory

COVENANT RHA PARTNERS, L.P.

By: RHA Investments, Inc.
Its: Member

By: /s/ Robert Alpert
Its: Authorized Signatory

RHA INVESTMENTS, INC.

By: /s/ Robert Alpert
Its: President

/s/ Robert Alpert
ROBERT ALPERT

/s/ C. Clark Webb
C. CLARK WEBB

RULE 10b5-1 TRANSACTION PLAN

This Rule 10b5-1 Transaction Plan (the “**Agreement**”) is entered into as of December 10, 2023, between 210/P10 Acquisition Partners, LLC, the undersigned client (the “**Client**”) and Clear Street LLC, a Delaware limited liability company (“**Broker**”).

WHEREAS, the Client wishes to establish a trading plan (the “**Plan**”) that satisfies the affirmative defense set forth in rule 10b5-1(c)(1) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”); and

WHEREAS, Client hereby authorizes Broker to execute transaction(s) on behalf of Client in accordance with this Agreement in order to permit the transactions in securities (the “**Securities**”) as designated in **Exhibit A**, attached hereto.¹

Capitalized terms used herein but not defined have the meaning given to them in **Exhibit A**.

NOW, THEREFORE, the Client and the Broker hereby agree as follows:

1. Plan Requirements

- (a) Broker shall execute the orders specified in the Plan in accordance with the terms of this Agreement. All transactions effected hereunder (each, a “**Transaction**”) shall be made in accordance with prevailing market practices, pursuant to the limitations stated in Exhibit A.
- (b) Unless otherwise specified in **Exhibit A**, Transactions effected under this Agreement shall be executed on a “Not Held” basis. Not Held orders are market or limit orders that give the trader the right to use his or her discretion in the price and time of filling the order, consistent with the terms of such order. Without limiting the foregoing, Broker, in accordance with Exhibit A, is authorized to use its reasonable business judgment to determine how, when, or whether to effect any Transaction.
- (c) For clarity, and notwithstanding Exhibit A, Broker shall have no obligation to effect any transaction that Broker, in its reasonable discretion, believes would violate any federal securities law or any other law, rule, or regulation applicable to this Agreement, the Plan or any Transaction effected hereunder, or to effect any transaction that Broker believes would fall outside of the affirmative defense provided by Exchange Act rule 10b5-1 (“**Rule 10b5-1**”).
- (d) Any number of shares of Stock to be purchased or sold (and any corresponding purchase or sale price limits or ranges) set forth in Exhibit A shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the issuer of the Stock (the “**Issuer**”) or any similar event that occurs during the term of this Agreement, as determined by Broker in good faith.

¹ Note – for directors and executive officers (as defined in Exchange Act Rule 16a-1(f)) of the Issuer, there is a mandatory cooling off period and such persons must wait to initiate any trades under the Plan until the later of: (i) 90 days after adopting or modifying the plan; and (ii) the earlier of (x) two business days after the release of financial results on Form 10-Q or Form 10-K for the fiscal quarter in which the Plan was adopted or (y) 120 days after adopting the Plan. For all other parties, other than the Issuer, the cooling off period is 30 days.

- (e) Client agrees to promptly deliver Securities now or hereafter coming into Client's possession that are subject to sale under this Plan for so long as sales are to be conducted under the Plan, all of which shall be deposited into Client's account in the name of Broker or its duly appointed designee.
- (f) Broker's compensation for services rendered pursuant to this Agreement shall be as noted in Exhibit A hereto.

2. Termination of the Purchase Plan

- (a) This Agreement is effective as of the Effective Date and shall terminate upon the earliest of: (i) 5:00 p.m. Eastern Time on the Plan Termination Date (as defined in Exhibit A); (ii) the date on which the maximum quantity of Stock specified in Exhibit A has been sold; (iii) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, or the taking of any corporate action by the Client to authorize or commence any of the foregoing; (iv) the first business day after Client or Broker notifies the other in writing that the Agreement shall terminate; (v) any breach by Client of Section 4 of this Agreement; and (vi) where Broker determines, in its sole discretion, that it is prohibited for any reason from engaging in selling activity as the Client's agent under this Agreement. Client will provide Broker with immediate written notice should an event under subsection (iii) of this paragraph occur.
- (b) Client acknowledges and agrees that any modification or change to the amount, price, or timing of the Transactions contemplated hereunder (or, with respect to any algorithm, computer program or formula, any changes thereto that impact the amount, price, or timing) shall constitute a termination of this Agreement and require the adoption of a new Plan.
- (c) Any termination shall not cause Transactions previously effected pursuant to this Agreement to fail to be entitled to the benefits of Rule 10b5-1(c). Any termination notice shall not indicate the reasons for the termination or contain any material non-public information.

3. Suspension of Transactions.

- (a) Client understands that Broker may suspend the purchase and sale of Securities hereunder due to a market disruption or a legal, regulatory or contractual restriction or internal policy (each, a "**Transaction Restriction**") applicable to Broker, including, but not limited to, any suspension that Broker, in its reasonable discretion, deems necessary or appropriate to ensure compliance by Client and Broker with the requirements and restrictions of Rule 10b5-1;
- (b) Client understands that, while Broker is effecting Transactions pursuant hereto, Broker may continue to transact in Securities of Issuer for Broker's own account and for the account of other customers or clients of Broker. Nothing herein shall preclude the solicitation or execution by Broker of any such transactions in a manner consistent with applicable legal requirements. Client acknowledges that Broker and its affiliates may from time to time possess material non-public information relating to the Securities or the Issuer and are under no obligation to disclose that information to Client.

4. Client's Representations, Warranties & Covenants

- (a) While this Agreement is in effect, Client agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Securities covered by this Agreement (including, without limitation, with respect to any securities convertible or exchangeable into the Securities) and agrees not to alter or deviate from the terms of this Agreement.
- (b) Client agrees that, until this Agreement has been terminated, Client shall not (a) enter into a binding contract regarding the purchase or sale of the Securities with another broker, dealer or other financial institution, (b) instruct another broker, dealer or other financial institution to purchase or sell the Securities on Client's behalf or (c) adopt a plan for trading the Securities other than this Agreement. In addition, Client represents that no such contract, instruction or plan is currently in effect.²
- (c) Client agrees not to communicate, directly or indirectly, any material non-public information relating to the Securities or the Issuer to any employee of Broker or its affiliates who is involved, directly or indirectly, in executing the Transactions at any time while this Agreement is in effect, provided, however, that Client shall at all times be permitted to provide to Broker any notice expressly required or permitted by this Agreement. Broker shall not consult with Client regarding any Transactions to be made pursuant to this Agreement.
- (d) As of the date hereof and, if different, the Plan Adoption Date (as defined in Exhibit A), Client represents that it is not in possession of any material non-public information regarding the Issuer or any securities of the Issuer. Client further represents and warrants that it is entering into this Agreement, and at all times will act, in good faith and not (i) as part of a plan or scheme to evade the prohibitions of Exchange Act rule 10b-5 or any other applicable federal or state law, rule, or regulation or (ii) to manipulate the price of the Securities (or any security convertible into or exchangeable or exercisable for the Securities).
- (e) Client represents and warrants that this Agreement has been duly authorized by Client and is a valid and binding agreement of Client, enforceable in accordance with its terms. Client further represents and warrants that the execution and delivery of this Agreement by the Client and the transactions contemplated by this Agreement (including, for clarity, the Transactions) will not contravene any provision of applicable law or any agreement or other instrument binding on the Client, the Securities or the Issuer, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Client, the Securities or the Issuer or its or their property. Client agrees to comply with all applicable laws, rules and regulations during the term of and in connection with this Agreement. The Client will inform Broker as soon as possible of any subsequent legal or contractual restrictions affecting the execution of the Transactions by Broker and of the occurrence of any event that would cause the Transactions and/or the Plan to be suspended or to terminate as contemplated in Sections 2 and 3 hereof.

² NTD: this provision can be revised if Client is adopting a single plan but intends to execute with multiple broker-dealers.

- (f) Client represents that it has consulted its own advisors as to legal, tax, business, financial and other relevant aspects of, and has not relied upon Broker in connection with, Client's adoption of the Plan and implementation of the activities contemplated hereunder. Client acknowledges that Broker is not acting as a fiduciary of, or an advisor to, the Client. Client (i) understands that Broker shall incur no liability in acting upon telephonic or other instructions which Broker believes in good faith to have been given by a designee of Client and (ii) except as specifically contemplated herein, shall be solely responsible for compliance with all statutes, rules and regulations applicable to Client and the transactions contemplated hereby.
- (g) Client shall be solely responsible for complying with all reporting, disclosure or filing requirements, and with any laws, rules, or regulations not mentioned herein, that may apply to the transactions contemplated hereunder or be necessary to ensure the availability of the affirmative defense provided by Rule 10b5-1, including, without limitation, compliance with Sections 13 and 16 of the Exchange Act, rule 144 and Regulation S-K of the Securities Act of 1933, as amended (the "**Securities Act**"). Client hereby represents and covenants that, as it relates to the Transactions effected through Broker pursuant to this Agreement, Client has made and will make all disclosures required of it under applicable law, rules and regulations to ensure the availability of the affirmative defense provided by Exchange Act Rules 10b5-1.
- (h) Client has obtained all necessary and required authorizations, consents and approvals to enter into this Agreement and the transactions that are the subject of this Agreement.
- (i) If the Stock is "restricted securities" and/or Client may be deemed an "affiliate" of Issuer, as such terms are defined in rule 144 of the Securities Act ("**Rule 144**"), then within five (5) days of the first date on which sales, if any, can be made under this Plan, and within five (5) days of each three-month anniversary of such first date (providing that on such anniversary any sales of Stock remain pending under the Plan), Client shall execute and deliver to Broker a certification disclosing trades made by Client and its related parties within the three (3) months preceding such first date or three-month anniversary date, as the case may be, for purposes of determining compliance of sales to be made under this Agreement with Rule 144. If there were no such trades within such three (3) month period, no certification is required.
- (j) Without limiting Broker's discretion in effecting transactions under this Agreement, Client does not intend for the Plan to be effected through a single open-market purchase or sale of the total amount of securities to be traded hereunder.
- (k) All information provided by Client under this Agreement, and any other information provided by Client upon Broker's request in connection with this Agreement, is complete and accurate in all material respects.
- (l) Client has not exercised any influence over how, when, or whether to effect purchases or sales pursuant to the Plan other than by the terms included in the Plan.
- (m) Client is currently permitted to trade in the Securities in accordance with Issuer's insider trading policies.

5. **Notices.** Subject to the limitations contained herein, Client has authorized the following persons, including their designees, to issue instructions to Broker regarding this Agreement:

- **[name – telephone number and email]**
- **[name – telephone number and email]**

Client shall identify any changes to such designees to Broker in writing. Broker will not accept any change to such designees unless they are delivered in writing to the individual(s) identified below for receipt of notices under the Agreement.

Notices to Broker may be sent in writing to **[name]** at **[address]** or via email at **[email]**.

Notices to Client may be sent in writing to **[name]** at **[address]** or via email at **[email]**.

6. **Indemnification; Limitation of Liability.**

- (a) Client agrees to indemnify, hold harmless and reimburse Broker, its affiliates and its and their employees, officers, control persons, partners, members, managers, directors, successors, assigns, consultants, contractors, agents (the “**Broker Parties**”) and Broker’s clearing firm, if any, on a current basis, from and against any and all losses, claims, actions, demands, suits, proceedings (including any third-party claims, actions, demands, suits and proceedings), damages, costs and expenses, including, without limitation, costs of investigation, attorneys’ fees and expenses, costs of collection, and any other costs suffered or incurred by any such Pragma Party (collectively, “**Damages**”), arising out of or relating to: (i) Client’s breach of this Agreement, its gross negligence, fraud or willful misconduct; (ii) any Transaction effected hereunder; (iii) any violation by Client of applicable laws or regulations, including violations by Client of Rule 10b5-1, Rule 14e-3 of the Exchange Act, or any other federal, state or foreign securities laws or regulations prohibiting trading while aware of material nonpublic information, or (iv) otherwise related to any action of inaction taken under or in reliance on this Agreement, except to the extent such Damages are directly caused by a Broker’s Party’s gross negligence or willful misconduct. This indemnification shall survive termination of this Agreement.
- (b) Notwithstanding any other provision hereof, the Broker Parties shall not be liable for any special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages or any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen.
- (c) Without limiting Section 6(b), except where resulting from Broker’s gross negligence or willful misconduct, in no event will the liability of any Broker Party to Client exceed the fees paid by Client to Broker under this Agreement in the calendar month preceding the month in which the claim first arose.
- (d) Notwithstanding any other provision hereof, Broker shall not be liable for any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.

7. **Securities Contract.** Client and Broker acknowledge and agree that this Agreement is a “securities contract”, as such term is defined in Section 741(7) of Title 11 of the United States Code (“**Bankruptcy Code**”), entitled to all of the protections given such contracts under the Bankruptcy Code.

8. **Amendment; Assignment.** Amendments to this Agreement must be in writing and signed by Broker and Client. Neither of the parties may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to such State's conflict of laws rules to the extent such rules may result in the application of the law of any other state or jurisdiction.
10. **Arbitration.** All disputes and controversies relating to or in any way arising out of this Agreement shall be settled by arbitration in New York, NY before and under the rules and auspices of The Financial Industry Regulatory Authority, Inc. unless otherwise agreed by the parties in writing. The award in such arbitration proceeding shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Each party hereto shall each bear its own costs, fees and expenses unless the arbitrators specify otherwise in their award.
11. **Entire Agreement.** Client acknowledges and agrees that, if applicable, the Plan and any resulting Transaction shall be subject to the terms and conditions of Client's account agreement with Broker or Broker's clearing firm (the "**Account Agreement**") and, in the event of any inconsistency, the Account Agreement shall prevail. Subject to the preceding sentence, this Agreement constitutes the entire agreement between Broker and Client with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral and may be modified or amended only by a writing signed by such parties.
12. **Severability.** If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement will continue and remain in full force and effect.
13. **Survival.** Sections 6, 7, 9, 10, 11 and 12 shall survive any termination of this Agreement.
14. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or in portable document format or similar electronic form by email shall constitute due and effective delivery thereof.

IN WITNESS WHEREOF, each party has caused the original or a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative. **By signing this Agreement, Client acknowledges or is deemed to acknowledge that this Agreement contains a pre-dispute arbitration clause at Section 10 on page 6.**

210/P10 Acquisition Partners, LLC

By: _____
Name: _____
Title: _____

Clear Street LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Client Name: 210/P10 Acquisition Partners, LLC

Issuer Name: P10, Inc.

Plan Commencement Date: 12-10-2023

Plan Termination Date: 12-10-2024

Commission: _____ per share

1. Affiliate/"Control Person" Status – (check applicable boxes):

I am / I am not: an executive officer³ or director of Issuer

I am / I am not: a 10% owner of Issuer

I have / I have not: been notified that Issuer will file Form 4 statements on my behalf, consistent with Issuer's designation of me as a "Section 16 reporting person"

I have / I have not: been notified by Issuer that I may be deemed an "affiliate," as defined in Rule 144 of the Securities Act of 1933

2. List the Stock and the class of security subject to the Plan: Class A Common Stock

3. Name of principal market or exchange for the Securities (the "Exchange"): NYSE

4. Type of transaction(s) subject to the Plan: Exercise of Call Options Sale of Common Stock

Purchase

Derivative

5. Please indicate if the Plan covers: Stock Options Stock and Options

6. Please indicate what type of Options, if any: Cash Cashless Listed

7. Aggregate amount of the Stock covered by the Plan (specified in terms of number of shares or other securities or a specified dollar value of securities (after deducting commissions)) (the "Aggregate Share Number" or "Aggregate Amount", as applicable); If Listed Option sale, include amount of Stock to underlie Listed Options⁴: 3,500,000 shares

8. [Specify the amount, price and date for the transactions OR the written formula or algorithm to determine the amount, price and date for the transactions OR that "Broker will determine the price and date for such transactions"].

9. [insert any other trading or plan instructions] Trades will be allowed during the P10 Open trading window—which opens two business days post earnings announcements—commencing after the required 90 day cooling off period or March 10 2024

³ As defined in rule 16a-1(f) under the Securities Exchange Act of 1934.

⁴ Such amount shall not exceed the number of shares of stock in the account. For the avoidance of doubt, Options in the account must be exercised before the shares of stock that underlie the Options can be used to cover writing of Listed Options.

JOINT FILING AGREEMENT

December 19, 2023

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D filed on the date hereof (including amendments thereto) with respect to the shares of Class A Common Stock, par value \$0.001 per share, of P10, Inc. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

210/P10 ACQUISITION PARTNERS, LLC

By: 210 Capital, LLC
Its: Member

By: /s/ Robert Alpert
Its: Authorized Signatory

210 CAPITAL, LLC

By: Covenant RHA Partners, L.P.
Its: Member

By: /s/ Robert Alpert
Its: Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

By: /s/ C. Clark Webb
Its: Authorized Signatory

CCW/LAW HOLDINGS, LLC

By: /s/ C. Clark Webb
Its: Authorized Signatory

COVENANT RHA PARTNERS, L.P.

By: RHA Investments, Inc.
Its: Member

By: /s/ Robert Alpert
Its: Authorized Signatory

RHA INVESTMENTS, INC.

By: /s/ Robert Alpert
Its: President

/s/ Robert Alpert
ROBERT ALPERT

/s/ C. Clark Webb
C. CLARK WEBB