

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 15, 2023**

**P10, Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-40937**  
(Commission File Number)

**87-2908160**  
(IRS Employer  
Identification No.)

**4514 Cole Avenue  
Suite 1600  
Dallas, Texas**  
(Address of Principal Executive Offices)

**75205**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 214 865-7998**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**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	PX	The New York Stock Exchange
Series A Junior Participating Preferred Stock Purchase Rights	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

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

**Item 1.01 Entry into a Material Definitive Agreement.**

On September 15, 2023, P10, Inc. (the “Company”) and Equiniti Trust Company, LLC (f/k/a American Stock Transfer & Trust Company, LLC), as rights agent (the “Rights Agent”), entered into the First Amendment to Rights Agreement (the “Amendment”) that amends the Rights Agreement, dated as of October 20, 2021, between the Company and the Rights Agent (the “Rights Agreement”). The Amendment seeks to clarify the intended scope of a provision in the Rights Agreement relating to the limitation of liability of the board of directors of the Company under certain circumstances.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text thereof, a copy of which has been filed as Exhibit 4.1 hereto and is incorporated herein by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information regarding the Amendment set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">First Amendment to Rights Agreement, dated as of September 15, 2023, by and between P10, Inc. and Equiniti Trust Company, LLC (f/k/a American Stock Transfer &amp; Trust Company, LLC).</a>
104	Cover Page Interactive Data File (formatted as inline XBRL)

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**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 hereunto duly authorized.

P10, INC.

Date: September 19, 2023

By: /s/ Amanda Coussens

Amanda Coussens

Chief Financial Officer

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## FIRST AMENDMENT TO RIGHTS AGREEMENT

THIS FIRST AMENDMENT TO RIGHTS AGREEMENT, dated as of September 15, 2023 (this “**Amendment**”), by and between P10, Inc., a Delaware corporation (the “**Company**”), and Equiniti Trust Company, LLC (f/k/a American Stock Transfer & Trust Company, LLC), as rights agent (the “**Rights Agent**”). Unless the context otherwise requires, capitalized terms used in this Amendment have the respective meaning given to them in the Original Agreement (defined below).

### RECITALS

WHEREAS, the Company and the Rights Agent entered into that certain Rights Agreement, dated as of October 20, 2021 (the “**Original Agreement**”);

WHEREAS, pursuant to Section 27 of the Original Agreement, the Company may, and the Rights Agent will if the Company so directs, supplement or amend the provisions of the Original Agreement without the approval of any holders of the Rights or Common Shares in any manner which the Company may deem desirable; and

WHEREAS, the board of directors of the Company has taken action to amend the Original Agreement as contemplated herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound hereby, agree as follows:

1. Amendment to Original Agreement. Section 33(a) of the Original Agreement is hereby amended and restated as of the date of this Amendment to read as follows:

For all the purposes of this Agreement, any calculation of the number of Common Shares outstanding at any particular time, including for the purpose of determining the particular percentage of such outstanding Common Shares of which any Person is the Beneficial Owner, will be made in accordance with the provisions of Section 382 of the Code, or any successor or replacement provision, and the Treasury Regulations promulgated thereunder. The Board will have the exclusive power and authority to administer this Agreement and to exercise or refrain from exercising all rights and powers specifically granted to the Board or to the Company, or as may be necessary or advisable in the administration of this Agreement, including, without limitation, the right and power (i) to interpret the provisions of this Agreement (including, without limitation, Section 27, this Section 33 and other provisions hereof relating to its powers or authority hereunder) and (ii) to make all determinations deemed necessary or advisable for the administration of this Agreement (including, without limitation, any determination contemplated by Section 1(a) or any determination as to whether particular Rights shall have become null and void). All such actions, calculations, interpretations and determinations (including, for the purpose of clause (y) below, any omission with respect to any of the foregoing) which are done or made by the Board in good faith will (x) be final, conclusive and binding on the Company, the Rights Agent, the holders of the Rights and all other parties and (y) not subject the Board to any liability to the Rights Agent or the holders of the Rights, in each case to the fullest extent permitted by applicable law. The Rights Agent is entitled always to assume the Board acted in good faith and shall be fully protected and incur no liability in reliance thereon.

2. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically will have the same authority, effect and enforceability as an original signature.

3. Governing Law. This Amendment will be deemed to be a contract made under the internal substantive laws of the State of Delaware and for all purposes will be governed by and construed in accordance with the internal substantive laws of such State applicable to contracts to be made and performed entirely within such State.

4. Descriptive Headers. Descriptive headings of the sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

5. Successors and Assigns. All of the covenants and provisions of this Amendment by or for the benefit of the Company or the Rights Agent will be binding on and inure to the benefit of their respective successors and assigns hereunder.

6. No Other Modification. Except as specifically amended hereby, all terms and conditions of the Original Agreement shall remain in full force and effect, without modification or limitation.

[signature page follows]

IN WITNESS WHEREOF, this Amendment has been executed and delivered by an authorized representative of each of the undersigned as of the date first written above.

P10, Inc.

By: /s/ Robert Alpert  
Name: Robert Alpert  
Title: Co-CEO

Equiniti Trust Company, LLC

By: /s/ Susan R. Hogan  
Name: Susan R. Hogan  
Title: SVP

[First Amendment to Rights Plan]

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