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

**SCHEDULE 13E-3**  
**RULE 13E-3 TRANSACTION STATEMENT UNDER SECTION 13(E) OF**  
**THE SECURITIES EXCHANGE ACT OF 1934**  
**AMENDMENT NO. 3**

**FOCUS FINANCIAL PARTNERS INC.**

(Name of the Issuer)

**Focus Financial Partners Inc.**  
**Focus Financial Partners, LLC**  
**Ferdinand FFP Acquisition, LLC**  
**Ferdinand FFP Intermediate Holdings, LLC**  
**Ferdinand FFP Ultimate Holdings,**  
**LP Ferdinand FFP GP, LLC**  
**Clayton, Dubilier & Rice Fund XII**  
**CD&R Associates XII, L.P.**  
**CD&R Investment Associates XII, Ltd.**  
**CD&R Ferdinand Holdings, L.P.**  
**Clayton, Dubilier & Rice, LLC**  
**T-IX Ferdinand Co-Invest-A, LP**  
**T-IX Ferdinand Co-Invest-B, LP**  
**T-IX Ferdinand Co-Invest-C, LP**  
**Trident FFP LP Trident VI, L.P.**  
**Trident VI Parallel Fund, L.P.**  
**Trident VI DE Parallel Fund, L.P.**  
**Trident IX, L.P.**  
**Trident IX Parallel Fund, L.P.**  
**Trident IX Professionals Fund, L.P.**  
**Trident FFP GP LLC**  
**Trident Capital VI, L.P.**  
**Trident Capital IX, L.P.**  
**Stone Point GP, Ltd.**  
**Stone Point Capital LLC**

(Names of Persons Filing Statement)

**Class A Common Stock, par value \$0.01 per share**  
(Title of Class of Securities)

**34417P100**

(CUSIP Number of Class of Securities)

**Focus Financial Partners Inc.**  
**Focus Financial Partners, LLC**  
**c/o 515 N. Flagler Drive**  
**Suite 550**  
**West Palm Beach, FL 33401 (646)**  
**519-2456**  
**Attn: J. Russell McGranahan**

**Ferdinand FFP Acquisition, LLC Ferdinand**  
**FFP Intermediate Holdings, LLC Ferdinand**  
**FFP Ultimate Holdings, LP Ferdinand FFP GP, LLC**  
**Clayton, Dubilier & Rice Fund XII CD&R**  
**Associates XII, L.P.**  
**CD&R Investment Associates XII, Ltd.**  
**CD&R Ferdinand Holdings, L.P.**  
**Clayton, Dubilier & Rice, LLC c/o Clayton,**  
**Dubilier & Rice, LLC 375 Park Avenue, 18th Floor**  
**New York, NY 10152 (212) 407-5227**  
**Attn: Rima Simson**

**T-IX Ferdinand Co-Invest-A, LP**  
**T-IX Ferdinand Co-Invest-B, LP**  
**T-IX Ferdinand Co-Invest-C, LP**  
**Trident FFP LP Trident VI, L.P.**  
**Trident VI Parallel Fund, L.P.**  
**Trident VI DE Parallel Fund, L.P.**  
**Trident IX, L.P.**  
**Trident IX Parallel Fund, L.P.**  
**Trident IX Professionals Fund, L.P.**  
**Trident FFP GP LLC**  
**Trident Capital VI, L.P.**  
**Trident Capital IX, L.P.**  
**Stone Point GP, Ltd.**  
**Stone Point Capital LLC**  
**c/o Stone Point Capital LLC**  
**20 Horseneck Lane**  
**Greenwich, CT 06830**  
**(203) 862-2900**  
**Attn: Jacqueline Giammarco**

(Name, Address, and Telephone Numbers of Person Authorized to Receive Notices  
and Communications on Behalf of the Persons Filing Statement)

With copies to

**Vinson & Elkins LLP 1114  
Avenue of the Americas,  
32nd Floor New York, NY 10036  
(212) 237-0000  
Attn: Brenda Lenahan & Stancell Haigwood**

**Kirkland & Ellis LLP 601  
Lexington Avenue  
New York, NY 10022 (212) 446-4800  
Attn: David Klein, P.C. & Rachael Coffey, P.C. AND  
Kirkland & Ellis LLP 300 N. LaSalle Street Chicago,  
IL 60654  
(312) 862-2000  
Attn: Richard Campbell, P.C. & Kevin Mausert, P.C.**

**Simpson Thacher & Bartlett LLP 425  
Lexington Avenue  
New York, NY 10017 (212) 455-2000  
Attn: Elizabeth A. Cooper & Mark C. Viera**

This statement is filed in connection with (check the appropriate box):

- a. ☒ The filing of solicitation materials or an information statement subject to Regulation 14A, Regulation 14C or Rule 13e-3(c) under the Securities Exchange Act of 1934.
- b. ☐ The filing of a registration statement under the Securities Act of 1933.
- c. ☐ A tender offer.
- d. ☐ None of the above.

Check the following box if the soliciting materials or information statement referred to in checking box (a) are preliminary copies: ☐

Check the following box if the filing is a final amendment reporting the results of the transaction: ☒

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of this transaction, passed upon the merits or fairness of this transaction or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.**

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## Introduction

This Amendment No. 3 (the “Final Amendment”) to the Transaction Statement on Schedule 13E-3 (as originally filed on April 25, 2023 and subsequently amended by Amendment No. 1 filed on May 26, 2023 and Amendment No. 2 filed on June 12, 2023, and together with all exhibits thereto, the “Amended Transaction Statement”) is being filed with the U.S. Securities and Exchange Commission (the “SEC”) pursuant to Section 13(e) of the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the “Exchange Act”), by (1) Focus Financial Partners Inc. (“Focus Financial” or the “Company”); (2) Focus Financial Partners, LLC, a Delaware limited liability company and a subsidiary of the Company (“Focus LLC”); (3) Ferdinand FFP Acquisition, LLC, a Delaware limited liability company (“Parent”), (4) Ferdinand FFP Intermediate Holdings, LLC, a Delaware limited liability company, (5) Ferdinand FFP Ultimate Holdings, LP, a Delaware limited partnership, (6) Ferdinand FFP GP, LLC, a Delaware limited liability company, (7) Clayton, Dubilier & Rice Fund XII, L.P., a Cayman Islands exempted limited partnership, (8) CD&R Ferdinand Holdings, L.P., a Delaware Corporation, (9) Clayton, Dubilier & Rice, LLC, a Delaware limited liability company (“CD&R”), (10) Trident FFP LP, a Delaware limited partnership, (11) T-IX Ferdinand Co-Invest-A, L.P., a Delaware limited partnership, (12) T-IX Ferdinand Co-Invest-B L.P., a Delaware limited partnership, (13) T-IX Ferdinand Co-Invest-C, L.P., a Delaware limited partnership, (14) Trident VI, L.P., a Cayman Islands exempted limited partnership, (15) Trident VI Parallel Fund, L.P., a Cayman Islands exempted limited partnership, (16) Trident VI DE Parallel Fund, L.P., a Delaware limited partnership, (17) Trident IX, L.P., a Cayman Islands exempted limited partnership, (18) Trident IX Parallel Fund, L.P., a Cayman Islands exempted limited partnership, (19) Trident IX Professionals Fund, L.P., a Cayman Islands exempted limited partnership, (20) Trident FFP GP LLC, a Delaware, limited liability company, (21) Trident Capital VI, L.P., a Cayman Islands exempted limited partnership, (22) Trident Capital IX, L.P., a Cayman Islands exempted limited partnership, (23) Stone Point GP Ltd., a Cayman Islands exempted company, and (24) Stone Point Capital LLC, a Delaware limited liability company (“Stone Point”) (each of (1) through (24) a “Filing Person,” and collectively, the “Filing Persons”). Each of T-IX Ferdinand Co-Invest-A, L.P., T-IX Ferdinand Co-Invest-B L.P., T-IX Ferdinand Co-Invest-C, LP, Trident FFP LP, Trident VI, L.P., Trident VI Parallel Fund, L.P., Trident VI DE Parallel Fund, L.P. Trident IX, L.P., Trident IX Parallel Fund, L.P., Trident IX Professionals Fund, L.P., Trident FFP GP LLC, Trident Capital VI, L.P., Trident Capital IX, L.P. and Stone Point GP Ltd., is an investment fund or investment vehicle affiliated with or managed by Stone Point. Each of Parent, Company Merger Sub and LLC Merger Sub are affiliated with CD&R and Stone Point. Investment funds managed by or affiliated with Stone Point owned approximately 20.6% of the issued and outstanding shares of Class A common stock, par value \$0.01 per share of the Company (“Class A Common Stock”) and Class B common stock, par value \$0.01 per share of the Company (“Class B Common Stock”) and, together with the Class A Common Stock, “Company Stock”) as of February 27, 2023. Terms used but not defined in this Amendment No. 3 to the Transaction Statement have the meanings assigned to them in the Company’s definitive proxy statement filed on June 12, 2023 (the “Proxy Statement”).

This Final Amendment to the Transaction Statement relates to that certain Agreement and Plan of Merger, dated as of February 27, 2023 (as may be amended, supplemented or otherwise modified from time to time, the “Merger Agreement”), by and among the Company, Parent, Ferdinand FFP Merger Sub 1, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“Company Merger Sub”), Ferdinand FFP Merger Sub 2, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent (“LLC Merger Sub”, and together with Company Merger Sub, the “Merger Subs”) and Focus LLC, pursuant to which LLC Merger Sub merged with and into Focus LLC with Focus LLC surviving (“LLC Merger”) and Company Merger Sub merged with and into the Company with the Company surviving (the “Company Merger” and, together with the LLC Merger, the “Mergers”). As a result of the Mergers, each of Company Merger Sub and LLC Merger Sub ceased to exist as an independent entity and, therefore, is no longer a Filing Person.

This Final Amendment is being filed pursuant to Rule 13e-3(d)(3) under the Exchange Act to report the results of the transaction that is the subject of the Transaction Statement.

Except as otherwise set forth herein, the information set forth in the Transaction Statement remains unchanged and is incorporated by reference into this Final Amendment. All information set forth in this Final Amendment should be read together with the information contained or incorporated by reference in the Transaction Statement.

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#### **Item 10. Source and Amounts of Funds or Other Consideration**

(a) – (b), (d) Source of funds; Conditions; Borrowed funds. Items 10(a), (b) and (d) are hereby amended and supplemented as follows:

Concurrently with the filing of this Final Amendment, the Company is filing with the SEC a Current Report on Form 8-K (the "Form 8-K"). Items 1.01 and 5.01 of the Form 8-K are hereby incorporated by reference.

#### **Item 15. Additional Information Regulation M-A Item 1011**

(c) Other material information. Item 15(c) is hereby amended and supplemented as follows:

On July 14, 2023, at a special meeting of the Company's stockholders, the Company's stockholders voted to (i) approve a proposal to adopt the Merger Agreement and (ii) approve, by a nonbinding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

On August 31, 2023, the Company filed two Certificates of Merger with the Secretary of State of the State of Delaware, pursuant to which the Mergers each became effective. As a result of the Mergers, Focus LLC and, the Company each became a subsidiary of Parent.

At the effective time of the Company Merger (the "Company Merger Effective Time"), (a) each share of Class A Common Stock issued and outstanding immediately prior to the Company Merger Effective Time, other than Excluded Shares, was converted into the right to receive \$53 in cash, without interest, (the "Merger Consideration") and (b) each share of Class B common stock, par value \$0.01 per share, of the Company Class B Common Stock issued and outstanding immediately prior to the Company Merger Effective Time was cancelled and ceased to exist and no payment was made with respect thereto.

Immediately prior to the effective time of the LLC Merger (the "LLC Merger Effective Time"), and conditioned upon the closing of LLC Merger, each member of Focus LLC that held common units of Focus LLC (each a "Common Unit") that were vested (including, with respect to each member of Focus LLC who held incentive units of Focus LLC (each an "Incentive Unit" and collectively with the Common Units, the "Focus LLC Units") that were vested and had a Hurdle Amount (as defined in the Focus LLC Agreement) less than the Merger Consideration, the applicable number of vested Common Units received as a result of the conversion of such vested Incentive Units held by such member) (a) exchanged its Focus LLC Units for shares of Class A Common Stock, and (b) surrendered for cancellation the corresponding number of shares of Class B Common Stock in accordance with the Focus LLC Agreement (such exchange and surrender, the "Vested Units Exchanges").

At the Company Merger Effective Time, each then outstanding unvested Common Unit held by a member of Focus LLC (other than the Company and its wholly owned subsidiaries or Parent) (including, with respect to each such member who held unvested Incentive Units having a Hurdle Amount less than the Merger Consideration, the applicable number of unvested Common Units received as a result of the conversion of unvested Incentive Units held by such member), was cancelled and converted into a contingent cash payment, without interest, equal in an amount that would be payable pursuant to the Merger Agreement if such unvested Common Unit were a Company Restricted Share, which contingent cash payment will remain subject and become payable pursuant to the same vesting schedule applicable to the corresponding unvested Common Unit or Incentive Unit, as applicable.

At the LLC Merger Effective Time, each Focus LLC Unit issued and outstanding immediately prior to the LLC Merger Effective Time and after giving effect to the Vested Units Exchanges, other than (a) Focus LLC Units owned by Parent and (b) the Focus LLC Units owned by the Company or any of its wholly owned subsidiaries, was cancelled and ceased to exist and no payment was made with respect thereto.

At the Company Merger Effective Time, each outstanding option to purchase shares of Company Stock (each a "Company Option") that was vested, having a per share exercise price less than the Merger Consideration immediately prior to the Company Merger Effective Time was cancelled and converted into the right to receive an amount in cash equal to the product of (a) the number of shares of Company Stock subject to such stock option immediately before the Company Merger Effective Time and (b) the excess, if any, of (1) the Merger Consideration over (2) the exercise price per share of Company Stock of such Company Option (the "Option Consideration"). Each outstanding and unvested Company Option, having a per share exercise price less than the Merger Consideration immediately prior to the Company Merger Effective Time was cancelled and converted into a contingent right to receive a cash payment from the Surviving Corporation equal to the Option Consideration with respect to such Company Option, and such resulting cash-based awards remain subject and become payable pursuant to the same the vesting schedule applicable to such Company Option from which it was converted immediately prior to the Company Merger Effective Time, subject to the holder's continued employment with or service to Parent and its affiliates (including the Surviving Corporation and its subsidiaries) through the applicable vesting date. Each outstanding Company Option with a per share exercise price equal to or greater than the Merger Consideration, whether or not vested, was cancelled for no consideration.

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At the Company Merger Effective Time, each outstanding restricted stock unit award corresponding to shares of Company Stock (each a “Company RSU”) that was unvested as of immediately prior to the Company Merger Effective Time was cancelled and converted into a contingent cash payment, without interest, from the Surviving Corporation in an amount equal to the product of (a) the number of shares of Company Stock subject to such Company RSU immediately prior to the Company Merger Effective Time and (b) the Merger Consideration, and such resulting cash-based awards remain subject and become payable pursuant to the same vesting schedule applicable to such Company RSU from which it was converted immediately prior to the Company Merger Effective Time, subject to the holder’s continued employment with or service to Parent and its affiliates (including the Surviving Corporation and its subsidiaries) through the applicable vesting dates.

At the Company Merger Effective Time, each outstanding share of Company Stock subject to forfeiture, vesting or other lapse conditions (each a “Company Restricted Share”) as of immediately prior to the Company Merger Effective Time was cancelled and converted into a contingent contractual right to receive a cash payment, without interest, from the Surviving Corporation in an amount equal to the Merger Consideration and such resulting cash-based awards will remain subject and become payable pursuant to the same vesting schedule applicable to such Company Restricted Share from which it was converted immediately prior to the Company Merger Effective Time, subject to the holder’s continued employment with or service to Parent and its affiliates (including the Surviving Corporation and its subsidiaries) through the applicable vesting dates.

On August 31, 2023, the Company notified the Nasdaq Global Select Market (“NASDAQ”) that the Mergers had been completed, and requested that NASDAQ suspend trading of Class A Common Stock on NASDAQ prior to the opening of trading on August 31, 2023. The Company also requested that NASDAQ file with the U.S. Securities and Exchange Commission (the “SEC”) a notification of removal from listing and registration on Form 25 to effect the delisting of all shares of Class A Common Stock from NASDAQ and the deregistration of such shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). As a result, shares of Class A Common Stock will no longer be listed on NASDAQ.

In addition, following the effectiveness of the Form 25, the Company intends to file a certification on Form 15 with the SEC requesting the termination of registration of all shares of Class A Common Stock under Section 12(g) of the Exchange Act and the suspension of the Company’s reporting obligations under Section 13 of the Exchange Act with respect to all shares of Class A Common Stock.

On August 31, 2023, the Company issued a press release announcing the closing of the Mergers. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

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**Item 16. Exhibits Regulation M-A Item 1016**

(a)(1) Definitive Proxy Statement of Focus Financial Partners Inc. incorporated herein by reference to the Schedule 14A filed on June 12, 2023 with the SEC).

(a)(2) Form of Proxy Card (incorporated herein by reference to the Proxy Statement).

(a)(3) Letter to Focus Financial Partners Inc. Stockholders (incorporated herein by reference to the Proxy Statement). (a)(4) Notice of Special Meeting of Stockholders (incorporated herein by reference to the Proxy Statement).

(a)(5) Press Release, dated February 27, 2023 (filed as Exhibit 99.1 to Focus Financial Partners Inc.'s Current Report on Form 8-K, filed February 27, 2023 and incorporated herein by reference).

(a)(6) Current Report on Form 8-K, filed on August 31, 2023 (incorporated herein by reference).

(a)(7) Press Release, dated August 31, 2023 (filed as Exhibit 99.1 to Focus Financial Partners Inc.'s Current Report on Form 8-K, filed August 31, 2023 and incorporated herein by reference).

(b)(1)¥ Debt Commitment Letter, dated February 27, 2023, by and among Ferdinand FFP Acquisition, LLC,, and Royal Bank of Canada, RBC Capital Markets, Truist Bank, Truist Securities, Inc., Citizens Bank, N.A., 32 MUFG Bank, Ltd., MUFG Union Bank, N.A., MUFG Securities Americas Inc., Fifth Third Bank, National Association, Bank of Montreal, BMO Capital Markets Corp. and Capital One, National Association is incorporated herein by reference.

(b)(2)¥ Equity Commitment Letter, dated February 27, 2023, by and between Clayton, Dubilier & Rice Fund XII, L.P. and Ferdinand FFP Acquisition, LLC is incorporated herein by reference.

(b)(3)Δ Equity Commitment Letter, dated February 27, 2023, by and between Trident IX, L.P., Trident IX Parallel Fund, L.P., Trident IX Professionals Fund, L.P., T-IX Ferdinand Co-Invest-A, LP, T-IX Ferdinand Co-Invest-B, LP, T-IX Ferdinand Co-Invest-C, LP, and Ferdinand FFP Acquisition, LLC is incorporated herein by reference.

(c)(1)¥ Discussion Materials of Goldman Sachs & Co. LLC for the Special Committee, dated November 16, 2022.\*\*

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(c)(2)¥ Discussion Materials of Goldman Sachs & Co. LLC for the Special Committee, dated November 23, 2022. \*\*

(c)(3)¥ Discussion Materials of Goldman Sachs & Co. LLC for the Special Committee, dated December 14, 2022. \*\*

(c)(4)¥ Discussion Materials of Goldman Sachs & Co. LLC for the Special Committee, dated December 16, 2022. \*\*

(c)(5)¥ Discussion Materials of Goldman Sachs & Co. LLC for the Special Committee, dated February 25, 2023.

(c)(6)¥ Discussion Materials of Goldman Sachs & Co. LLC for the Special Committee, dated February 26, 2023.

(c)(7) Opinion of Goldman Sachs & Co. LLC, dated February 27, 2023 (incorporated herein by reference to Annex B of the Proxy Statement).

(c)(8)¥ Discussion Materials of Jefferies LLC for the Board, dated January 4, 2023.

(c)(9) ¥ Discussion Materials of Jefferies LLC for the Special Committee, dated February 25, 2023.

(c)(10)¥ Discussion Materials of Jefferies LLC for the Board, dated February 26, 2023.

(c)(11) Opinion of Jefferies LLC, dated February 26, 2023 (incorporated herein by reference to Annex C of the Proxy Statement).

(d)(1) Agreement and Plan of Merger, dated as of February 27, 2023, by and among Ferdinand FFP Acquisition, LLC, Ferdinand FFP Merger Sub 1, Inc., Ferdinand FFP Merger Sub 2, LLC, Focus Financial Partners Inc. and Focus Financial Partners, LLC (incorporated herein by reference to Annex A of the Proxy Statement).

(d)(2)¥ Limited Guarantee, dated February 27, 2023, by Clayton, Dubilier & Rice Fund XII, L.P. in favor of Focus Financial Partners Inc.

(d)(3)¥ Limited Guarantee, dated February 27, 2023, by Trident IX, L.P., Trident IX Parallel Fund, L.P. and Trident IX Professionals Fund, L.P. in favor of Focus Financial Partners Inc.

(d)(4) Support Agreement, dated as of February 27, 2023 by and among Trident FFP L.P., Trident VI, L.P., Trident VI Parallel Fund, L.P., Trident VI DE Parallel Fund, L.P., Company, Parent and certain affiliates of Parent (incorporated herein by reference to Annex D of the Proxy Statement).

(d)(5) Form of TRA Waiver and Exchange Agreement (incorporated herein by reference to Annex E of the Proxy Statement).

(d)(6)¥ Interim Investors Agreement, dated February 27, 2023, by and among Ferdinand FFP Ultimate Holdings, LP, its subsidiaries, Ferdinand FFP Acquisition, LLC and the other parties appearing on the signature pages thereto and any person that executes a joinder hereto in such capacity in accordance with the terms thereof.

107¥ Filing Fee Table.

¥ Previously filed with the Schedule 13E-3 filed with the SEC on April 25, 2023, May 26, 2023 or June 12, 2023.

Δ Amended copy filed herewith.

\*\* Certain portions of this exhibit have been redacted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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## SIGNATURE

After due inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated as of August 31, 2023.

### FOCUS FINANCIAL PARTNERS INC.

By: /s/ Ruediger Adolf

Name: Ruediger Adolf

Title: Chief Executive Officer and Chairman

### FOCUS FINANCIAL PARTNERS, LLC

By: Focus Financial Partners, Inc., as Managing Member of Focus LLC

By: /s/ Ruediger Adolf

Name: Ruediger Adolf

Title: Chief Executive Officer and Chairman

### FERDINAND FFP ACQUISITION, LLC

By: Ferdinand FFP Intermediate Holdings, LLC, its sole member

By: Ferdinand FFP Parent, Inc., its sole member

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

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**FERDINAND FFP INTERMEDIATE HOLDINGS, LLC**

By: Ferdinand FFP Parent, Inc., its sole member

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

**FERDINAND FFP ULTIMATE HOLDINGS, LP**

By: Ferdinand FFP GP, LLC, its general partner

By: Clayton, Dubilier & Rice Fund XII, L.P., its sole member

By: CD&R Associates XII, L.P., its general partner

By: CD&R Investment Associates XII, Ltd., its general partner

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

**FERDINAND FFP GP, LLC**

By: Clayton, Dubilier & Rice Fund XII, L.P., its sole member

By: CD&R Associates XII, L.P., its general partner

By: CD&R Investment Associates XII, Ltd., its general partner

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

**CLAYTON, DUBILIER & RICE FUND XII**

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

**CLAYTON, DUBILIER & RICE, LLC**

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

**CD&R FERDINAND HOLDINGS, L.P.**

By: /s/ Rima Simson

Name: Rima Simson

Title: Vice President, Treasurer and Secretary

**TRIDENT FFP LP**

By: Trident FFP GP LLC, its general partner

By: DW Trident VI, LLC, its member

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

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**TRIDENT VI, L.P.**

By: Stone Point Capital LLC, its manager

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

**TRIDENT VI PARALLEL FUND, L.P.**

By: Stone Point Capital LLC, its manager

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

**TRIDENT VI DE PARALLEL FUND, L.P.**

By: Stone Point Capital LLC, its manager

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

**TRIDENT IX, L.P.**

By: Stone Point Capital LLC, its manager

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

**TRIDENT IX PARALLEL FUND, L.P.**

By: Stone Point Capital LLC, its manager

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

**T-IX FERDINAND CO-INVEST-A, L.P**

By: Trident Capital IX, L.P., its general partner

By: DW Trident GP, LLC, its general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

**T-IX FERDINAND CO-INVEST-B, L.P**

By: Trident Capital IX, L.P., its general partner

By: DW Trident GP, LLC, its general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

**T-IX FERDINAND CO-INVEST-C, L.P**

By: Trident Capital IX, L.P., its general partner

By: DW Trident GP, LLC, its general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President



**TRIDENT IX PROFESSIONALS FUND, L.P.**

By: Stone Point Capital LLC, its manager

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

**TRIDENT FFP GP LLC**

By: DW Trident VI, LLC, its member

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

**TRIDENT CAPITAL VI, L.P.**

By: DW Trident VI, LLC, its general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

**TRIDENT CAPITAL IX, L.P.**

By: DW Trident GP, LLC, as its general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

**STONE POINT GP, LTD.**

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

**STONE POINT CAPITAL LLC**

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

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August 31, 2023

To: Ferdinand FFP Acquisition, LLC

Amended and Restated Commitment Letter (the "Commitment Letter")

Ladies and Gentlemen:

Reference is made to the Agreement and Plan of Merger, dated as of February 27, 2023 (as the same may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among Ferdinand FFP Acquisition, LLC, a Delaware limited liability company ("Parent"), Ferdinand FFP Merger Sub 1, Inc., a Delaware corporation ("Company Merger Sub"), Ferdinand FFP Merger Sub 2, LLC, a Delaware limited liability company ("LLC Merger Sub"), and Focus Financial Partners Inc., a Delaware corporation (the "Company"), pursuant to which Company Merger Sub will be merged with and into the Company (the "Company Merger") and the Company will continue as the surviving corporation of the Company Merger and LLC Merger Sub will be merged with and into Focus LLC the ("LLC Merger") and Focus LLC will continue as the surviving limited liability company of the LLC Merger. This letter is being delivered to Parent to induce the Company to enter into the Merger Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Merger Agreement.

1. If and only if (a) all conditions set forth in Section 7.1 and Section 7.2 of the Merger Agreement have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver (to the extent permitted under the Merger Agreement) of such conditions) and the Closing is required to occur pursuant to Section 1.3 of the Merger Agreement, (b) the Company has irrevocably confirmed in writing that if the Equity Financing is funded, then the Company will take such actions that are required of it by the Merger Agreement to consummate the Closing pursuant to the terms of the Merger Agreement and (c) substantially concurrently, Parent has received the funds pursuant to certain other equity commitment letters (the "Other Investor Equity Commitment Letters") and the equity financing pursuant thereto, the "Other Investor Equity Financing"), dated as of February 27, 2023 by and between Parent and certain other investors (the "Other Investors"), each of the undersigned (each, an "Investor" and, collectively, the "Investors") hereby severally (and not jointly or jointly and severally) agrees that, at and subject to the consummation of the Closing, it will contribute, or cause to be contributed to Parent (directly, or indirectly through one or more parent companies of Parent, or otherwise), an amount, in immediately available funds, equal to the product of such Investor's respective "Commitment Percentage" set forth opposite such Investor's name on Schedule A attached hereto multiplied by \$1,075,297,864.00 (each such Investor's respective commitment to Parent, its "Equity Commitment"), which Equity Commitment shall be used by Parent, together with the proceeds of the Other Investors' Equity Commitments and Other Investor Equity Financing, to pay the Required Amounts at the Closing, in each case, on the terms and subject to the conditions of the Merger Agreement and not for any other purpose; provided that, no Investor shall, under any circumstances, be obligated to contribute to Parent more than its Equity Commitment; provided, however, that the satisfaction or failure of the condition set forth in clause (c) of this Section 1 shall not limit or impair the ability of the Company to enforce the obligations of Parent under, and in accordance with, Section 3 of this Commitment Letter if either (i) the Company is also seeking enforcement of each Other Investor's Other Investor Equity Financing under Section 3 of such Other Investor's Equity Commitment Letter or (ii) each Other Investor has satisfied and performed, or has irrevocably confirmed in writing that it is prepared to satisfy and perform, in full, its obligations with respect to such Other Investor's Other Investor Equity Financing under such Other Investor's Other Investor Equity Commitment Letter (but with any actual performance by the Investors hereunder subject in each case to each Other Investor's satisfaction and performance in full of its obligations with respect to such Other Investor's Equity Financing under such Other Investor's Other Investor Equity Commitment Letter and in no event will an Investor be required to fund all or any portion of its Equity Commitment unless each Other Investor satisfies and performs in full such obligations with respect to such Other Investor's Other Investor Equity Financing).

2. Each Investor's obligation to fund the Equity Commitment will terminate automatically and immediately upon the earliest to occur of (a) the payment of all Required Amounts by Parent at the Closing, (b) the valid termination of the Merger Agreement in accordance with its terms, (c) a court of competent jurisdiction declining to specifically enforce the obligations of Parent to consummate the transactions contemplated by the Merger Agreement pursuant to a claim for specific performance brought against Parent pursuant to Section 9.5(b) of the Merger Agreement, (d) the termination of any of the Other Investor Equity Commitment Letters, that certain limited guarantee, dated as of February 27, 2023, of certain of the Investors (the "Investor Limited Guarantee") or any of those certain limited guarantees, dated as of February 27, 2023, of each of the Other Investors or (e) the assertion in writing or filing, directly or indirectly, of a claim or Action (in either case, whether at law or in equity, in tort, contract or otherwise) by the Company or any of its Affiliates or any of their respective members, managers, officers, directors, agents, attorneys or other representatives ("Representatives") under or in respect of the Merger Agreement, the Investor Limited Guarantee or the transactions contemplated hereby or thereby (including in respect of any oral representations made or alleged to have been made in connection herewith or therewith) against Parent, the Investors or any Investor/Parent Affiliates, other than a Permitted Claim (in each case solely to the extent permitted by and subject to the terms and conditions of the Merger Agreement, this Commitment Letter and the Investor Limited Guarantee). When used herein, a "Permitted Claim" means an Action by the Company (i) against an Investor to enforce such Investor's obligation to fund the Equity Commitment and Parent's obligation to consummate the Closing in accordance with the terms of Section 3 hereof and Section 9.5(b) of the Merger Agreement (but subject to the concurrent enforcement of each Other Investor's obligations with respect to such Other Investor's Other Investor Equity Financing under such Other Investor's Other Investor Equity Commitment Letter or each Other Investor confirming in writing that it is prepared to satisfy and perform its obligations thereunder with respect to such Other Investor's Other Investor Equity Financing subject only to an Investor's funding of its Equity Commitment), (ii) against Parent under the Merger Agreement in accordance with and subject to the terms and conditions thereof, (iii) against the Investors in accordance with and solely to the extent permitted by the Investor Limited Guarantee or (iv) against Stone Point Capital LLC ("Stone Point") pursuant to and solely to the extent in accordance with the letter agreement, dated February 1, 2023, by and between the Company and Stone Point.

3. This Commitment Letter shall be binding solely on each Investor and inure solely to the benefit of Parent, and nothing set forth in this Commitment Letter (other than as set forth in this Section 3 and in Section 7 hereof) shall be construed to confer upon or give to any Person other than Parent any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, any Investor's respective Equity Commitment or any other provisions of this Commitment Letter; provided, however, that, upon the terms and subject to the conditions of the Merger Agreement, including, without limitation, Section 9.5(b) thereof, the Company is hereby expressly made a third party beneficiary of the rights granted Parent hereby only for the purpose of seeking specific performance of Parent's right to cause the Equity Commitment to be funded by each of the Investors under Section 1 hereunder (solely to the extent that Parent can enforce such Equity Commitments pursuant to the terms hereof), and for no other purpose (including, without limitation, any claim for monetary damages hereunder). Parent's creditors shall have no right to enforce this Commitment Letter or to cause Parent to enforce this Commitment Letter and, except as set forth in this Section 3 with respect to the Company and Sections 5, 6 and 7 with respect to the Investor/Parent Affiliates, no Person that is not a party to this Commitment Letter is a beneficiary or has any rights under this Commitment Letter.
4. Neither the Investors nor Parent may assign its rights, interests or obligations hereunder to any other Person (except by operation of law) without the prior written consent of Parent (in the case of an assignment by the Investors) or the Investors (in the case of an assignment by Parent); provided, however, that each Investor may assign all or a portion of its rights, interests or obligations to any co-investor, any Affiliate, any fund managed or otherwise controlled by or under common control with such Investor or any other Person (provided that any such assignment shall not relieve such Investor of its obligations hereunder unless and to the extent actually performed). Any attempted assignment in violation of this section shall be null and void.

5. Notwithstanding anything that may be expressed or implied in this Commitment Letter or any document or instrument delivered contemporaneously with the Merger Agreement or herewith, and notwithstanding the fact that any Investor may be a limited partnership or limited liability company, Parent, by its acceptance of the benefits of this Commitment Letter, covenants, agrees and acknowledges that no Person other than the Investors shall have any obligation under this Commitment Letter and no claim may be asserted against any other Person that is not a Permitted Claim. Accordingly, Parent agrees that, except as set forth in the immediately preceding sentence, it has no rights of recovery against, and no recourse hereunder or under any documents or instruments delivered in connection with the Merger Agreement or herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith, shall be had against, any former, current or future director, officer, agent, Affiliate, member, general or limited partner, manager, assignee, equityholder or employee of an Investor (or any of their successors or permitted assignees), or any Affiliate thereof or against any former, current or future director, officer, agent, employee, Affiliate, assignee, general or limited partner, equityholder, manager or member (or any of their successors or permitted assigns) of any of the foregoing (each, an “Investor/Parent Affiliate”), whether by or through attempted piercing of the corporate veil, by or through an Action (whether in tort, contract or otherwise) by or on behalf of Parent against the Investor/Parent Affiliates, by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, or otherwise. The parties hereto expressly agree and acknowledge that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Investor/Parent Affiliate (other than the Investors, Parent or Stone Point with respect to any applicable Permitted Claim), as such, for any obligations of the Investors under this Commitment Letter or the transactions contemplated hereby, under any documents or instruments delivered in connection with the Merger Agreement or herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether at law or in equity, in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.
6. Parent further agrees that neither it nor any of its Affiliates shall have any right of recovery against any of the Investors or any Investor/Parent Affiliate, whether by piercing of the corporate veil, by a claim on behalf of Parent against any Investor or any Investor/Parent Affiliate, or otherwise, except for Parent’s right to be funded by such Investor under and to the extent provided in this Commitment Letter and subject to the terms and conditions hereof and of the Merger Agreement. Parent hereby covenants and agrees that it shall not institute, and shall cause its Affiliates not to institute, any Action (whether at law or in equity, in tort, contract or otherwise) arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby, or in respect of any oral representations made or alleged to be made in connection therewith, against any Investor or any Investor/Parent Affiliate, except for an Action to enforce Parent’s right to cause the Equity Commitment to be funded by each of the Investors under Section 1 hereunder.
7. Concurrently with the execution and delivery of the Original Commitment Letter, certain of the Investors executed and delivered to the Company the Investor Limited Guarantee related to certain payment obligations of Parent under the Merger Agreement. The Company’s remedies against an Investor under the Investor Limited Guarantee, subject to the express terms and conditions thereof, shall, and are intended to, be the exclusive remedy available to the Company and its Affiliates against such Investor or any of its Investor/Parent Affiliates in respect of any liabilities or obligations arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby, or in respect of any oral representations made or alleged to be made in connection therewith, including in the event Parent breaches its obligations under the Merger Agreement, whether or not any such breach is caused by such Investor’s breach of its obligations under this Commitment Letter, except for the right of Parent or the Company to specifically enforce the provisions of this Commitment Letter to cause such Investor to contribute to Parent, or cause to be contributed to Parent, an aggregate amount of the Equity Commitment, upon the terms and subject to the conditions set forth in this Commitment Letter and the Merger Agreement.



8. Each party hereto hereby represents and warrants, with respect to itself, to each other party that (a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation; (b) it has all necessary power and authority to execute, deliver and perform this Commitment Letter in accordance with the terms hereof; (c) the execution, delivery and performance of this Commitment Letter have been duly authorized by all necessary action and do not conflict with, contravene or result in any default, breach, violation or infringement (with or without notice or lapse of time or both) of any provision of such party's charter, partnership agreement, operating agreement or similar organizational documents or any law, regulation, rule, decree, order or judgment; and (d) this Commitment Letter constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law). Each Investor hereby represents and warrants to Parent that it has the financial capacity to pay and perform its obligations under this Commitment Letter, and all funds necessary for it to fulfill its obligations hereunder shall be available to it on a timely basis for so long as this Commitment Letter shall remain in effect in accordance with Section 2 hereof.
9. This Commitment Letter may be executed in any number of counterparts (including counterparts transmitted via facsimile or in .pdf or similar format) with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. In addition, facsimile or PDF signatures of authorized signatories of any party shall be valid and binding and delivery of a facsimile or PDF signature by any party shall constitute due execution and delivery of this Commitment Letter.
10. This Commitment Letter and any Action (whether at law, in contract or in tort) that may directly or indirectly be based upon, relate to or arise out of this Commitment Letter or any transaction contemplated hereby, or the negotiation, execution or performance hereunder shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In addition, each of the parties irrevocably and unconditionally submits to the personal jurisdiction and venue of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware, then any Delaware state court) (the "Chosen Courts"), in the event of any claim, action or proceeding between the parties (whether in contract, tort or otherwise) arises out of or relating to this Commitment Letter or the transactions contemplated hereby, expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that such courts are an inconvenient forum with respect to such a claim and agrees that it shall not bring any Action against any other parties arising out of or relating to this Commitment Letter or the transactions contemplated hereby in any court other than the Chosen Courts and that a final judgment in any Action in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law, and agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Chosen Courts. Each of the parties hereto irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts) in any Action relating to this Commitment Letter, for and on behalf of itself or any of its properties or assets, in such manner as may be permitted by applicable Law.

11. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS COMMITMENT LETTER IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11, (A) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (B) MAKES THIS WAIVER VOLUNTARILY.
12. This Commitment Letter shall be treated as confidential and is being provided to Parent (and made available to the Company and its Representatives) solely in connection with the transactions contemplated by the Merger Agreement. This Commitment Letter may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of each Investor; provided that no such written consent shall be required for disclosures by Parent to its Representatives, so long as such Persons agree to keep such information confidential; provided, further, that Parent and the Company may disclose such information to the extent required by law, the applicable rules of any national securities exchange, in connection with any U.S. Securities and Exchange Commission filings relating to the transactions contemplated by the Merger Agreement or pursuant to any Action for a Permitted Claim.
13. Parent acknowledges and agrees that (a) this Commitment Letter and the Other Investor Equity Commitment Letters are not intended to, and do not, create any agency, partnership, fiduciary or joint venture relationship between or among any Other Investor and the Investors and neither this Commitment Letter, any Other Investor Equity Commitment Letter, nor any other document or agreement entered into by any party hereto or thereto, as applicable, relating to the subject matter hereof shall be construed to suggest otherwise, (b) the obligations of each Other Investor and the Investors under their respective equity commitment letters are solely contractual in nature and (c) the determination of the Investors and each Other Investor to enter into this Commitment Letter and such Other Investor's Other Investor Equity Commitment Letter respectively was independent of each other. Notwithstanding anything to the contrary contained in this Commitment Letter or any Other Investor Equity Commitment Letter, the liability of each Investor and each Other Investor shall be several, not joint or joint and several.
14. This Commitment Letter supersedes and replaces in its entirety that certain Commitment Letter, dated as of February 27, 2023 (the "Original Commitment Letter"), by and among Parent and Trident IX, L.P., Trident Parallel IX, L.P. and Trident Professionals Fund IX, L.P.

[Remainder of page intentionally left blank]

**TRIDENT IX, L.P.**

By: Stone Point Capital LLC, its *manager*

By: \_\_\_\_\_  
Name:  
Title:

**TRIDENT IX PARALLEL FUND, L.P.**

By: Stone Point Capital LLC, its *manager*

By: \_\_\_\_\_  
Name:  
Title:

**TRIDENT IX PROFESSIONALS FUND, L.P.**

By: Stone Point Capital LLC, its *manager*

By: \_\_\_\_\_  
Name:  
Title:

**T-IX FERDINAND CO-INVEST-A, LP**

By: Trident Capital IX, L.P., its *general partner*

By: DW Trident GP, LLC, its *general partner*

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Commitment Letter]

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**T-IX FERDINAND CO-INVEST-B, LP**

By: Trident Capital IX, L.P., its *general partner*

By: DW Trident GP, LLC, its *general partner*

By: \_\_\_\_\_

Name:

Title:

**T-IX FERDINAND CO-INVEST-C, LP**

By: Trident Capital IX, L.P., its *general partner*

By: DW Trident GP, LLC, its *general partner*

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Commitment Letter]

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Accepted and Agreed to  
as of the date written above:

**FERDINAND FFP ACQUISITION, LLC**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Commitment Letter]

\_\_\_\_\_

**Schedule A**

Investor	Commitment Percentage
Trident IX, L.P.	33.679215%
Trident IX Parallel Fund, L.P.	24.420402%
Trident IX Professionals Fund, L.P.	2.348751%
T-IX Ferdinand Co-Invest-A, LP	18.599497%
T-IX Ferdinand Co-Invest-B, LP	10.257424%
T-IX Ferdinand Co-Invest-C, LP	10.694711%
TOTAL:	100.000000%