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

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

**Focus Financial Partners Inc.**

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(Name of Issuer)

**Class A Common Stock, par value \$0.01 per share**

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(Title of Class of Securities)

**34417P100**

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(CUSIP Number)

**David J. Sorkin, Esq.  
Kohlberg Kravis Roberts & Co. L.P.  
30 Hudson Yards  
New York, New York 10001  
Telephone: (212) 750-8300**

with a copy to:

**Joseph Kaufman, Esq.  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 455-2000**

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

**February 25, 2021**

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(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 §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 § 240.13d-7(b) 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).

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1	NAMES OF REPORTING PERSONS KKR Freya Aggregator 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 3,809,602	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,809,602	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,809,602		
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) 6.7%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Freya Aggregator GP 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 3,809,602	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,809,602	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,809,602		
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) 6.7%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Americas Fund XII (Freya) 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 3,809,602	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,809,602	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,809,602		
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) 6.7%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Associates Americas XII AIV 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 3,809,602	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,809,602	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,809,602		
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) 6.7%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Americas XII AIV GP 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 3,809,602	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,809,602	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,809,602		
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) 6.7%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Americas XII (Freya) Blocker Parent 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 3,217,986	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,217,986	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,217,986		
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) 6.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Americas XII EEA (Freya) Blocker Parent 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 420,797	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 420,797	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 420,797		
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) 0.8%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.



1	NAMES OF REPORTING PERSONS KKR Associates Americas XII 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,638,783	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,638,783	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,638,783		
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) 6.8%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> KKR Americas XII Limited		
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO		
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>		
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Cayman Islands		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 3,638,783	
	<b>8</b>	<b>SHARED VOTING POWER</b> 0	
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 3,638,783	
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0	
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 3,638,783		
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>		
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 6.8%*		
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Group Partnership 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 7,448,385	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 7,448,385	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,448,385		
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) 13.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Group Holdings Corp.		
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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 7,448,385	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 7,448,385	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,448,385		
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) 13.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR & Co. 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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 7,448,385	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 7,448,385	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,448,385		
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) 13.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS KKR Management LLP		
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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 7,448,385	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 7,448,385	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,448,385		
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) 13.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS Henry R. Kravis		
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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 7,448,385	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 7,448,385	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,448,385		
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) 13.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

\* Calculated pursuant to Rule 13d-3. See Item 5.

1	NAMES OF REPORTING PERSONS George R. Roberts		
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 BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 7,448,385	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 7,448,385	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,448,385		
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) 13.0%*		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

\* Calculated pursuant to Rule 13d-3. See Item 5.



## Explanatory Note

This Amendment No. 1 supplements and amends the Schedule 13D filed on August 1, 2018 by the Reporting Persons (as defined below) (as so amended, the “Schedule 13D”), relating to the Class A common stock, par value \$0.01 per share (the “Class A Common Stock”), of Focus Financial Partners Inc., a Delaware corporation (the “Issuer”). This Amendment No. 1 reflects, among other things, in connection with an internal reorganization that became effective on January 1, 2020 (the “KKR Reorganization”): (i) the removal of KKR Management Holdings L.P., KKR Management Holdings Corp. and KKR Fund Holdings GP Limited as Reporting Persons on this Schedule 13D as a result of their dissolution or merger and (ii) the renaming of KKR Fund Holdings L.P. as KKR Group Partnership L.P. The KKR Reorganization did not involve any purchase or sale of securities of the Issuer. Except as otherwise specified in this Amendment No. 1, all previous Items are unchanged. Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 1 shall have the same meanings herein as are ascribed to such terms in the Schedule 13D.

### **Item 1. Security and Issuer.**

Item 1 of the Schedule 13D is hereby amended and restated as follows:

This Statement on Schedule 13D (this “Schedule 13D”) relates to the shares of Class A common stock, par value \$0.01 per share (the “Class A Common Stock”), of Focus Financial Partners Inc., a Delaware corporation (the “Issuer”). The Issuer’s principal executive offices are located at 875 Third Avenue, 28th Floor, New York, NY 10022.

### **Item 2. Identity and Background.**

Item 2 of the Schedule 13D is hereby amended and restated as follows:

(a), (f) This Schedule 13D is being filed pursuant to Rule 13d-1(a) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), by:

- (i) KKR Freya Aggregator L.P., a Delaware limited partnership;
  - (ii) KKR Freya Aggregator GP LLC, a Delaware limited liability company;
  - (iii) KKR Americas Fund XII (Freya) L.P., a Delaware limited partnership;
  - (iv) KKR Associates Americas XII AIV L.P., a Delaware limited partnership;
  - (v) KKR Americas XII AIV GP LLC, a Delaware limited liability company;
  - (vi) KKR Americas XII (Freya) Blocker Parent L.P., a Delaware limited partnership;
  - (vii) KKR Americas XII EEA (Freya) Blocker Parent L.P., a Delaware limited partnership;
  - (viii) KKR Associates Americas XII L.P., a Cayman Islands exempted limited partnership;
  - (ix) KKR Americas XII Limited, a Cayman Islands exempted limited company;
  - (x) KKR Group Partnership L.P., a Cayman Islands exempted limited partnership;
  - (xi) KKR Group Holdings Corp., a Delaware corporation;
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- (xii) KKR & Co. Inc., a Delaware corporation;
- (xiii) KKR Management LLP, a Delaware limited liability partnership;
- (xiv) Henry R. Kravis, a United States citizen; and
- (xv) George R. Roberts, a United States citizen (the persons and entities listed in items (i) through (xv) are collectively referred to herein as the “Reporting Persons”).

KKR Freya Aggregator GP LLC is the general partner of KKR Freya Aggregator L.P., KKR Americas Fund XII (Freya) L.P. is the sole member of KKR Freya Aggregator GP LLC, KKR Associates Americas XII AIV L.P. is the general partner of KKR Americas Fund XII (Freya) L.P. and KKR Americas XII AIV GP LLC is the general partner of KKR Associates Americas XII AIV L.P. KKR Associates Americas XII L.P. is the general partner of KKR Americas XII (Freya) Blocker Parent L.P. and KKR Americas XII EEA (Freya) Blocker Parent L.P. and KKR Americas XII Limited is the general partner of KKR Associates Americas XII L.P. KKR Group Partnership L.P. is the sole member of KKR Americas XII AIV GP LLC and the sole shareholder of KKR Americas XII Limited. KKR Group Holdings Corp. is the general partner of KKR Group Partnership L.P. KKR & Co. Inc. is the sole shareholder of KKR Group Holdings Corp. KKR Management LLP is the Series I preferred stockholder of KKR & Co. Inc. Messrs. Henry R. Kravis and George R. Roberts are the founding partners of KKR Management LLP.

Each of Messrs. Joseph Bae, Scott Nuttall, Robert Lewin and David Sorkin is a director of KKR Americas XII Limited and KKR Group Holdings Corp. The executive officers of KKR Group Holdings Corp. and KKR & Co. Inc. are Messrs. Kravis, Roberts, Bae, Nuttall, Lewin and Sorkin. The directors of KKR & Co. Inc. are listed on Annex A attached hereto, which is incorporated herein by reference.

Each of Messrs. Bae, Nuttall and Sorkin is a United States citizen. Mr. Lewin is a Canadian citizen.

The Reporting Persons have entered into a joint filing agreement, dated as of August 1, 2018, a copy of which is attached hereto as Exhibit A.

- (b) The address of the business office of each of the Reporting Persons and the other individuals named in this Item 2 is, except for Mr. Roberts:

c/o Kohlberg Kravis Roberts & Co. L.P.  
30 Hudson Yards  
New York, New York 10001

The address of the principal business office of Mr. Roberts is:

c/o Kohlberg Kravis Roberts & Co. L.P.  
2800 Sand Hill Road, Suite 200  
Menlo Park, CA 94025

- (c) Each of KKR Group Partnership L.P., KKR Group Holdings Corp., KKR & Co. Inc. and KKR Management LLP is principally engaged as a holding company. KKR Freya Aggregator L.P., KKR Americas XII (Freya) Blocker Parent L.P. and KKR Americas XII EEA (Freya) Blocker Parent L.P. are investment vehicles. KKR Freya Aggregator GP LLC, KKR Americas Fund XII (Freya) L.P., KKR Associates Americas XII AIV L.P., KKR Americas XII AIV GP LLC, KKR Associates Americas XII L.P. and KKR Americas XII Limited are each principally engaged in the business of being a general partner or sole or managing member, as described above and managing investments through other partnerships and limited liability companies.
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The present principal occupation or employment of each of Messrs. Kravis, Roberts, Bae, Nuttall, Lewin, and Sorkin is as an executive of Kohlberg Kravis Roberts & Co. L.P. ("KKR") and/or one or more of its affiliates. The present principal occupation of each of the other individuals named in Item 2 is listed on Annex A.

- (d) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other persons named in this Item 2, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other persons named in this Item 2, has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are 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.

#### **Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended and supplemented by the following:

Pursuant to an underwriting agreement dated February 25, 2021 (the "Underwriting Agreement") by and among the KKR Funds (as defined below) and other parties thereto, as selling stockholders, the Issuer and Goldman Sachs & Co. LLC and BofA Securities, Inc., as representatives for the underwriters named therein (the "Underwriters"), the Underwriters agreed to purchase from the KKR Funds and the KKR Funds agreed to sell to the Underwriters an aggregate of 2,075,424 shares of Class A Common Stock at a price of \$46.20 per share (the "Offering"). Pursuant to the Underwriting Agreement, the KKR Funds also granted to the Underwriters a 30-day option to purchase up to an additional 323,434 shares of Class A Common Stock from the KKR Funds. The sale of 2,075,424 shares by the KKR Funds in the Offering closed on March 2, 2021. The Offering was made pursuant to the Issuer's shelf registration statement on Form S-3 (File No. 333-233566), as supplemented by a prospectus supplement dated February 25, 2021. KKR Capital Markets LLC, an affiliate of KKR, is acting as an underwriter in connection with the Offering. The foregoing description of the Underwriting Agreement set forth in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which has been filed as Exhibit J hereto and is incorporated herein by reference.

Pursuant to the Underwriting Agreement, each of the KKR Funds have entered into a lock-up agreement (the "Lock-Up Agreement") with the Underwriters pursuant to which it has agreed with the Underwriter, subject to certain exceptions, not to offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any shares of Class A Common Stock or securities convertible into or exercisable or exchangeable for Class A Common Stock during the period from February 25, 2021 continuing through the date 90 days thereafter, except with the prior written consent of the Underwriters. The foregoing description of the Lock-Up Agreement set forth in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the full text of the Lock-Up Agreement, which has been filed as Exhibit K hereto and is incorporated herein by reference.

#### **Item 5. Interest in Securities of the Issuer.**

Item 5 of the Schedule 13D are hereby amended and restated as follows:

The information set forth in Items 2, 3 and 6 of this Schedule 13D and the cover pages of this Schedule 13D is hereby incorporated by reference into this Item 5.

(a) and (b). The Reporting Persons may be deemed to beneficially own an aggregate of 7,448,385 shares of Class A Common Stock, which represents, in the aggregate, approximately 13.0% of the outstanding shares of the Issuer's Class A Common Stock, calculated pursuant to Rule 13d-3 of the Exchange Act consisting of 3,638,783

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shares of Class A Common Stock and 3,809,602 common units of Focus LLC, which may be exchanged for shares of Class A Common Stock pursuant to the Fourth Amended and Restated Focus LLC Agreement, as described below.

Securities of the Issuer are owned by KKR Freya Aggregator L.P., KKR Americas XII (Freya) Blocker Parent L.P. and KKR Americas XII EEA (Freya) Blocker Parent L.P. (collectively, the “KKR Funds”) as follows: (i) KKR Freya Aggregator L.P. owns 3,809,602 common units of Focus LLC and an equal number of shares of Class B common stock (“Class B Common Stock”) of the Issuer, which common units are exchangeable at the option of the Issuer or Focus LLC on a one-for-one basis for shares of Class A Common Stock pursuant to the Fourth Amended and Restated Operating Agreement of Focus Financial Partners, LLC or an equivalent amount of cash, (ii) KKR Americas XII (Freya) Blocker Parent L.P. owns 3,217,986 shares of Class A Common Stock and (iii) KKR Americas XII EEA (Freya) Blocker Parent L.P. owns 420,797 shares of Class A Common Stock.

The aggregate percentage of beneficial ownership in this Schedule 13D for purposes of calculations under Rule 13d-3 is based on 53,326,343 shares of Class A Common Stock outstanding following the completion of the Offering, as reported in the Issuer’s prospectus supplement dated February 25, 2021, filed with the Securities and Exchange Commission on February 26, 2021, plus, the shares of Class A Common Stock that KKR Freya Aggregator L.P. may acquire upon the conversion of the common units of Focus LLC held by KKR Freya Aggregator L.P.

The Reporting Persons may be deemed, in the aggregate, to be the beneficial owners of approximately 10.3% of the outstanding Class A Common Stock and Class B Common Stock on a combined basis, based on 53,326,343 shares of Class A Common Stock and 18,707,641 shares of Class B Common Stock, and an equal number of common units of Focus LLC outstanding following the completion of the Offering, as reported in the Issuer’s prospectus supplement dated February 25, 2021 filed with the Securities and Exchange Commission on February 26, 2021.

Each of KKR Freya Aggregator GP LLC (as the general partner of KKR Freya Aggregator L.P.), KKR Americas Fund XII (Freya) L.P. (as the sole member of KKR Freya Aggregator GP LLC), KKR Associates Americas XII AIV L.P. (as the general partner of KKR Americas Fund XII (Freya) L.P.), and KKR Americas XII AIV GP LLC (as the general partner of KKR Associates Americas XII AIV L.P.) may be deemed to be the beneficial owner of the securities held directly by KKR Freya Aggregator L.P., in each case, as described more fully in this Schedule 13D.

KKR Associates Americas XII L.P. (as the general partner of KKR Americas XII (Freya) Blocker Parent L.P. and KKR Americas XII EEA (Freya) Blocker Parent L.P.) and KKR Americas XII Limited (as the general partner of KKR Associates Americas XII L.P.) may be deemed to be the beneficial owner of the securities held directly by KKR Americas XII (Freya) Blocker Parent L.P. and KKR Americas XII EEA (Freya) Blocker Parent L.P., in each case, as described more fully in this Schedule 13D.

KKR Group Partnership L.P. (as the sole member of KKR Americas XII AIV GP LLC and the sole shareholder of KKR Americas XII Limited), KKR Group Holdings Corp. (as the general partner of KKR Group Partnership L.P.), KKR & Co. Inc. (as the sole shareholder of KKR Group Holdings Corp.), KKR Management LLP (as the Series I preferred stockholder of KKR & Co. Inc.), and Messrs. Kravis and Roberts (as the founding partners of KKR Management LLP) may be deemed to be the beneficial owner of the securities held directly by KKR Freya Aggregator L.P., KKR Americas XII (Freya) Blocker Parent L.P. and KKR Americas XII EEA (Freya) Blocker Parent L.P., in each case, as described more fully in this Schedule 13D.

The filing of this Schedule 13D shall not be construed as an admission that any of the above-listed entities or individuals is the beneficial owner of any securities covered by this Schedule 13D.

To the best knowledge of the Reporting Persons, none of the individuals named in Item 2 beneficially owns any shares of Class A Common Stock except as described herein.

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(c) Except as set forth in this Schedule 13D and below, none of the Reporting Persons, or, to the best knowledge of the Reporting Persons, none of the KKR Directors or any other person named in Item 2 has engaged in any transaction in any shares of the Issuer's Class A Common Stock during the past 60 days.

On March 2, 2021, the KKR Funds sold the below Class A Common Stock in the Offering at a price of \$46.20 per share.

<u>KKR Fund</u>	<u>Class A Common Stock Sold</u>
KKR Freya Aggregator L.P.	1,061,512
KKR Americas XII (Freya) Blocker Parent L.P.	896,661
KKR Americas XII EEA (Freya) Blocker Parent L.P.	117,251

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported as beneficially owned by the Reporting Persons herein.

(e) As described above in the Explanatory Note, KKR Management Holdings L.P., KKR Management Holdings Corp. and KKR Fund Holdings GP Limited are no longer reporting persons on this Schedule 13D.

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

Item 6 of the Schedule 13D is hereby amended and supplemented by the following:

The information in Item 4 of this Schedule 13D is hereby incorporated by reference.

**Item 7. Materials to be Filed as Exhibits.**

Item 7 of the Schedule 13D is hereby amended and supplemented by the following:

<u>Exhibit No.</u>	<u>Description</u>
Exhibit I	Power of Attorney
Exhibit J	Underwriting Agreement, dated as of February 25, 2021 (incorporated herein by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on March 2, 2021).
Exhibit K	Lock-up Agreement, dated as of February 23, 2021

**SIGNATURE**

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: March 3, 2021

**KKR FREYA AGGREGATOR L.P.**

By: KKR Freya Aggregator GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Vice President and Chief  
Financial Officer

**KKR FREYA AGGREGATOR GP LLC**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Vice President and Chief  
Financial Officer

**KKR AMERICAS FUND XII (FREYA) L.P.**

By: KKR Associates Americas XII AIV L.P., its general partner

By: KKR Americas XII AIV GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Vice President and Chief  
Financial Officer

**KKR ASSOCIATES AMERICAS XII AIV L.P.**

By: KKR Americas XII AIV GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Vice President and Chief  
Financial Officer

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**KKR AMERICAS XII AIV GP LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Vice President and Chief  
Financial Officer

**KKR AMERICAS XII (FREYA) BLOCKER PARENT L.P.**

By: KKR Associates Americas XII L.P., its general partner

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Director

**KKR AMERICAS XII EEA (FREYA) BLOCKER PARENT L.P.**

By: KKR Associates Americas XII L.P., its general partner

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Director

**KKR ASSOCIATES AMERICAS XII L.P.**

By: KKR Americas XII Limited, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Director

**KKR AMERICAS XII LIMITED**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Director

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**KKR GROUP PARTNERSHIP L.P.**

By: KKR Group Holdings Corp., a general partner

/s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR GROUP HOLDINGS CORP.**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR & CO. INC.**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR MANAGEMENT LLP**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**HENRY R. KRAVIS**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact

**GEORGE R. ROBERTS**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact

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Annex A

Directors of KKR & Co. Inc.

The following sets forth the name and principal occupation of each of the directors of KKR & Co. Inc. Each of such persons is a citizen of the United States other than Xavier Niel, who is a citizen of France.

<b>Name</b>	<b>Principal Occupation</b>
Henry R. Kravis	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
George R. Roberts	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
Joseph Y. Bae	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Scott C. Nuttall	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Mary N. Dillon	Chief Executive Officer of Ulta Beauty, Inc.
Joseph A. Grundfest	William A. Franke Professor of Law and Business of Stanford Law School
John B. Hess	Chief Executive Officer of Hess Corporation
Xavier Niel	Founder, Deputy Chairman of the Board and Chief Strategy Officer of Iliad SA
Patricia F. Russo	Retired, Former Chief Executive Officer of Alcatel-Lucent
Thomas M. Schoewe	Retired, Former Executive Vice President and Chief Financial Officer of Wal-Mart Stores, Inc.
Robert W. Scully	Retired, Former Member, Office of the Chairman of Morgan Stanley

## EXHIBIT INDEX

This Exhibit Index is hereby amended and supplemented by the following:

Exhibit No.	Description
<a href="#">Exhibit I</a>	Power of Attorney
Exhibit J	Underwriting Agreement, dated as of February 25, 2021 (incorporated herein by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on March 2, 2021).
<a href="#">Exhibit K</a>	Lock-up Agreement, dated as of February 23, 2021.

**POWER OF ATTORNEY**

Know all men by these presents that Robert H. Lewin does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Robert H. Lewin

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Name: Robert H. Lewin

Date: January 14, 2020

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February 23, 2021

Goldman Sachs & Co. LLC  
200 West Street  
New York, New York 10282-2198

BofA Securities, Inc.  
One Bryant Park  
New York, New York 10036

as Representatives of the several Underwriters

Re: Proposed Offering of Common Stock by the Company and the Selling Shareholders

Dear Sirs:

The undersigned, an officer, director or equity holder of Focus Financial Partners Inc., a Delaware corporation (the “Company”) understands that Goldman Sachs & Co. LLC and BofA Securities, Inc. (together, the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company and certain selling shareholders listed in Schedule B to the Underwriting Agreement (the “Selling Shareholders”) in connection with the sale by the Company and the Selling Shareholders (the “Offering”), and the purchase by the Underwriters, of shares of the Company’s Class A common stock, par value \$0.01 per share (the “Common Stock”). References to shares of Common Stock shall be deemed to refer to shares of any class of stock of the Company. Capitalized terms not defined herein shall have the meaning assigned to such terms in the Underwriting Agreement.

In recognition of the benefit that the Offering will confer upon the undersigned as an officer, director or equity holder of the Company upon completion of the Offering, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 90 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly, offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of Common Stock, any membership interests in Focus Financial Partners, LLC, a Delaware limited liability company (the “Operating LLC”) or any securities convertible into or exercisable or exchangeable for Common Stock or membership interests in the Operating LLC, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock, membership interests in the Operating LLC or other securities, in cash or otherwise.

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If the undersigned is an officer or director of the Company upon completion of the Offering, the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, the Representatives will notify the Company of the impending release or waiver. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that, except in the case of the below clauses (i), (ii), (iii), (vii), and (viii) (with respect to which items (2), (3) and (4) shall not apply) and clauses (iv), (v), and (ix) (with respect to which items (1), (2), (3) and (4) shall not apply), (1) the Representatives receive a signed lock-up agreement for the balance of the lockup period from each donee, trustee, distributee, or transferee, as the case may be, (2) any such transfer shall not involve a disposition for value, (3) such transfers are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and (4) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:

(i) as a bona fide gift or gifts or for bona fide estate planning; or

(ii) (A) pursuant to a will or other testamentary document or applicable laws of descent, or otherwise by way of testate or intestate succession, (B) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin), (C) in transfers not involving a change in beneficial ownership, or (D) if the undersigned is a trust, to any beneficiary of the undersigned or to the estate of any such beneficiary; or

(iii) by operation of law or pursuant to a court or regulatory agency order, a qualified domestic order or in connection with a divorce settlement; or

(iv) to the Representatives on behalf of the Underwriters in connection with the Offering; or

(v) following the Offering, to the Company upon a vesting event of the Company's securities, upon a termination of the undersigned's employment or service relationship, upon the exercise of options or warrants to purchase the Company's securities or upon expiration of the Company's securities, options or warrants, in each case on a "cashless" or "net exercise" basis or to cover tax withholding obligations of the undersigned in connection with such vesting, termination, exercise or expiration; or

(vi) the exercise by the undersigned of any right to exchange any membership interests in the Operating LLC for shares of Common Stock; or

(vii) (A) as distributions of shares of Common Stock to the members, managers, limited or general partners, stockholders or other equityholders of the undersigned, or (B) to its direct or indirect affiliates or other entities or investment funds directly or indirectly controlling, controlled or managed by, or under common control with, the undersigned; or

(viii) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i), (ii) and (vii); or

(ix) upon completion of a bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of the Company's securities involving a change of control of the Company; provided that, in the event that such tender offer, merger, consolidation or other such transaction is not completed, such securities held by the undersigned shall remain subject to the restrictions on transfer set forth in this lock-up agreement (for purposes hereof, "change of control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity));

*provided* that, if the undersigned is required to file a report under the 1934 Act, reporting a reduction in beneficial ownership of shares of Common Stock during the term of this lock-up agreement as a result of a transfer or disposition pursuant to clause (i), (ii), (iii), (v), (vii) or (viii) above, then the undersigned shall take the necessary steps to ensure that all relevant transaction codes applicable to the transaction are reported on the 1934 Act report and such report shall include a statement to the effect that the filing relates to a transfer pursuant to: a gift or estate planning (in the case of clause (i) and, if applicable, clause (viii)), a will or other testamentary document or applicable laws of descent or otherwise by way of testate or intestate succession, any trust for the direct or indirect benefit of the undersigned or his or her immediate family, or, if the undersigned is a trust, any beneficiary of the undersigned or to the estate of such beneficiary (in the case of clause (ii) and, if applicable, clause (viii)), a transfer by operation of law (in the case of clause (iii)), the satisfaction of tax withholding obligations of the undersigned in connection with the vesting, exercise or expiration of options to purchase Common Stock (in the case of clause (v)), or a distribution to a member, manager, limited or general partner, stockholders, other equityholder, or direct or indirect affiliate of the undersigned (in the case of clause (vii) and, if applicable, clause (viii)).

The foregoing restrictions shall not prohibit the undersigned from exercising any right with respect to, or the taking of any other action in preparation for, a registration by the Company of Common Stock; provided that no transfer of the undersigned's Common Stock proposed to be registered pursuant to the exercise of such rights under this sentence shall occur, such exercise shall not result in any public announcement regarding the exercise of such right shall occur and no registration statement shall be filed, in each case during the Lock-Up Period referred to above. In addition, the foregoing restrictions shall not apply to transfers of Common Stock or membership interests in the Operating LLC or options to purchase Common Stock or membership interests in the Operating LLC or such other Lock-Up Securities to the Company, the Operating LLC or any of their respective affiliates in connection with the consummation of the transactions contemplated by the Underwriting Agreement.

Notwithstanding anything to the contrary herein, the undersigned shall be permitted to establish or amend a contract, instruction or plan meeting the requirements of Rule 10b5-1(c)(1) under the 1934 Act (a "10b5-1 Plan"), at any time during the Lock-Up Period; provided that, prior to the expiration of the Lock-Up Period, (x) the undersigned shall not transfer any of the undersigned's Lock-Up Securities under such 10b5-1 Plan and (y) the undersigned shall not make any public announcement or filing with respect to such 10b5-1 Plan, except that to the extent a public announcement or filing under the 1934 Act, if any, is required of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Lock-Up Securities may be made under such plan during the Lock-Up Period.

In the event that, during the Lock-Up Period, the Representatives release or waive any prohibition set forth in this Lock-Up Agreement on the transfer of Lock-Up Securities held by any Significant Holder (as defined below), the same percentage of the total number of outstanding Lock-Up Securities held by the undersigned as the percentage of the total number of outstanding Lock-Up Securities held by such Significant Holder that are the subject of such waiver shall be immediately and fully released on the same terms from the applicable prohibition(s) set forth herein. For the purposes of the foregoing, a “Significant Holder” shall mean any person or entity that beneficially owns 2% or more of the total outstanding Common Stock, on an as converted to Common Stock basis (for purposes of determining record or beneficial ownership of a stockholder, all shares of Common Stock held by investment funds affiliated with such stockholder shall be aggregated). Notwithstanding the foregoing, the provisions of this paragraph will not apply (1) if the release or waiver is effected solely to permit a transfer not involving a disposition for value, (2) if the transferee agrees in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of transfer, (3) in the case of any primary and/or secondary underwritten public offering of Common Stock, (4) if the release or waiver is granted to any individual party by the Representatives in an amount, individually or in the aggregate, less than or equal to 1.0% of the total number of outstanding Common Stock (on an as converted to Common Stock basis), or (5) if the release or waiver is granted due to circumstances of an emergency or hardship as determined by the Representatives in their sole judgment. The Representatives shall use commercially reasonable efforts to promptly notify the Company and the Operating LLC of each such release (provided that the failure to provide such notice shall not give rise to any claim or liability against the Representatives or the Underwriters). The undersigned further acknowledges that the Representatives are under no obligation to inquire into whether, or to ensure that, the Company and/or the Operating LLC, as applicable, notifies the undersigned of the delivery by the Representatives of any such notice, which is a matter between the undersigned and the Company and/or the Operating LLC, as applicable.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the offering of the Securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

This lock-up agreement shall automatically terminate upon the earliest of: (i) February 28, 2021, if the Offering shall not have occurred on or before that date (provided that the Company may, by written notice to the undersigned prior to such date, extend such date for an additional 30 days), (ii) the date that the Company advises the Representatives, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Offering, (iii) the date that the Representatives, on behalf of the underwriters, advise the Company, in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Offering, and (iv) termination of the Underwriting Agreement (other than the provisions thereof which survive termination) prior to the sale of any of the Common Stock to the Underwriters.

This lock-up agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

Very truly yours,

**KKR Freya Aggregator L.P.**

By: KKR Freya Aggregator GP LLC, its general partner

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Vice President

**KKR Americas XII (Freya) Blocker Parent L.P.**

By: KKR Associates Americas XII L.P., its general partner

By: KKR Americas XII Limited, its general partner

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Vice President

**KKR Americas XII EEA (Freya) Blocker Parent L.P.**

By: KKR Associates Americas XII L.P., its general partner

By: KKR Americas XII Limited, its general partner

By: /s/ Terence Gallagher

Name: Terence Gallagher

Title: Vice President

*[Signature Page to Lock-up Letter]*