

SEPARATION AGREEMENT AND RELEASE

THIS SEPARATION AGREEMENT AND RELEASE (the "Agreement") is made as of the date below by and between JANA Partners LLC (the "Company") and [REDACTED] (the "Employee").

W I T N E S S E T H:

WHEREAS, the Employee commenced employment with the Company on or about March 6, 2017;

WHEREAS, the Employee's employment shall terminate effective as of the Separation Date (as defined below); and

WHEREAS, the parties desire to set forth their respective rights and obligations in respect of the separation of the Employee from the Company.

NOW, THEREFORE, in consideration of services rendered and the covenants and conditions set forth herein, the parties, intending to be legally bound, agree as follows:

1. **Employment Status.** The employment of the Employee with the Company shall terminate effective on the earliest of (i) December 31, 2017, (ii) such time as the Employee finds other permanent employment (which the Employee shall promptly notify the Company thereof), and (iii) such time as the Employee fails to comply with her obligations under paragraphs 1, 2, 5, 6, 7, 8, 9 and/or 10 hereof (as such date may be extended below, the "Separation Date"), provided however, that effective May 24, 2017, (1) the Employee shall not be required to perform her customary duties and may dedicate herself full-time to finding other employment and (2) the Employee shall not come into the Company's office or make instructions or requests on behalf of the Company to third parties including but not limited to brokers and analysts. At the Company's sole discretion, the Company may but shall not be obligated to permit the Employee to retain a Company e-mail address (subject to terms and conditions set forth in JANA's sole discretion including but not limited to limiting the Employee's ability to review internal emails and send outgoing emails without prior Company approval) and a Bloomberg remote web subscription (excluding a Bloomberg terminal) until the Separation Date provided that the Employee complies with her obligations under this Agreement, and provided further that the Employee will not have access to other Company information during this period. If the Employee has not found other permanent employment on or prior to December 31, 2017, and provided that the Employee has continued to comply with her obligations hereunder, the Separation Date may be extended by mutual agreement of the parties until March 31, 2108, provided that the Employee shall not receive any payments under paragraph 2 of this Agreement at any point past December 31, 2017.

2. **Separation Arrangements.**

(a) **Payments.** In consideration of the obligations of the Employee herein and provided that the Employee executes and does not revoke this Agreement and continues to comply with her obligations under paragraphs 1, 2, 5, 6, 7, 8, 9 and 10 hereof, the Company agrees to pay the Employee a bi-monthly salary of \$3,570 for the period commencing