

PENTAIR plc  
Form SC 13D/A  
September 11, 2018

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

SCHEDULE 13D  
Under the Securities Exchange Act of 1934

(Amendment No. 10)\*

PENTAIR PLC  
(Name of Issuer)

Ordinary Shares, nominal value \$0.01 per share  
(Title of Class of Securities)

G7S00T 104  
(CUSIP Number)

Brian L. Schorr, Esq.  
Trian Fund Management, L.P.  
280 Park Avenue, 41 st Floor  
New York, New York 10017  
Tel. No.: (212) 451-3000

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

September 10, 2018  
(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 which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

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

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

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

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1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
Nelson Peltz

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
AF

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
United States

NUMBER OF  
SHARES  
BENEFICIALLY SOLE VOTING POWER  
OWNED BY 7 0  
EACH  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
12,301,837

9 0  
SOLE DISPOSITIVE POWER

10 SHARED DISPOSITIVE POWER  
12,301,837

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
12,301,837

12 CHECK BOX IF THE   
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN

SHARES

PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)

13

7.01%\*

14

TYPE OF REPORTING PERSON  
IN

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\*Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 (the "Form 10-Q").

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1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
Peter W. May

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
AF

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
United States

NUMBER OF  
SHARES  
BENEFICIALLY SOLE VOTING POWER  
OWNED BY 7 0  
EACH  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
12,301,837

9 SOLE DISPOSITIVE POWER  
0

10 SHARED DISPOSITIVE POWER  
12,301,837

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
12,301,837

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN   
SHARES

13            PERCENT OF CLASS  
              REPRESENTED BY AMOUNT IN  
              ROW (11)  
              7.01%\*

14            TYPE OF REPORTING PERSON  
              IN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
Edward P. Garden

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
AF

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
United States

NUMBER OF  
SHARES  
BENEFICIALLY SOLE VOTING POWER  
OWNED BY 7 0  
EACH  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
12,301,837

9 SOLE DISPOSITIVE POWER  
0

10 SHARED DISPOSITIVE POWER  
12,301,837

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
12,301,837

12 CHECK BOX IF THE AGGREGATE  
AMOUNT IN ROW (11) EXCLUDES   
CERTAIN SHARES

13            PERCENT OF CLASS  
              REPRESENTED BY AMOUNT IN  
              ROW (11)  
              7.01%\*

14            TYPE OF REPORTING PERSON  
              IN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Fund Management, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
20-3454182

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
AF

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY SOLE VOTING POWER  
OWNED BY 7 0  
EACH  
REPORTING  
PERSON WITH

SHARED VOTING POWER  
8 12,301,837

SOLE DISPOSITIVE POWER  
9 0

10 SHARED DISPOSITIVE POWER  
12,301,837

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
12,301,837

12 [ ]

CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
7.01%\*

14 TYPE OF REPORTING PERSON  
PN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Fund Management GP, LLC

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
20-3454087

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
AF

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY EACH  
REPORTING  
PERSON WITH

7 SOLE VOTING POWER  
0

8 SHARED VOTING POWER  
12,301,837

9 SOLE DISPOSITIVE POWER  
0

SHARED DISPOSITIVE POWER  
1012,301,837

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
12,301,837

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN [ ]  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
7.01%\*

14 TYPE OF REPORTING PERSON  
OO

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
20-3453988

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY 7 SOLE VOTING POWER  
EACH 0  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
1,968,192

9 SOLE DISPOSITIVE POWER  
0

SHARED DISPOSITIVE POWER  
101,968,192

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
1,968,192

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
1.12%\*

14 TYPE OF REPORTING PERSON  
PN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Master Fund, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
98-0468601

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Cayman Islands

NUMBER OF  
SHARES  
BENEFICIALLY OWNED BY  
EACH  
REPORTING  
PERSON WITH

SOLE VOTING POWER  
7 0

SHARED VOTING POWER  
8 3,287,379

9 SOLE DISPOSITIVE POWER  
0

SHARED DISPOSITIVE POWER  
103,287,379

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
3,287,379

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
1.87%\*

14 TYPE OF REPORTING PERSON  
PN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.



NAME OF REPORTING PERSON  
Trian Partners Parallel Fund I, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
20-3694154

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY OWNED BY  
EACH  
REPORTING  
PERSON WITH

SOLE VOTING POWER
7 0

SHARED VOTING POWER
8 334,504

SOLE DISPOSITIVE POWER
9 0

SHARED DISPOSITIVE POWER
10334,504

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
334,504

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  [X]

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.19%\*

14 TYPE OF REPORTING PERSON  
PN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Strategic Investment  
Fund-A, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
27-4180625

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY SOLE VOTING POWER  
OWNED BY 7 0  
EACH  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
2,008,726

9 SOLE DISPOSITIVE POWER  
0

SHARED DISPOSITIVE POWER  
102,008,726

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
2,008,726

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  [X]

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
1.15%\*

14 TYPE OF REPORTING PERSON  
PN

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Strategic Investment  
Fund-N, L.P.

1

S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
80-0958490

2

CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3

SEC USE ONLY

4

SOURCE OF FUNDS  
WC

5

CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6

CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES

BENEFICIALLY OWNED BY  
EACH REPORTING  
PERSON WITH

SOLE VOTING POWER  
7 0

8 1,438,045

SOLE DISPOSITIVE POWER  
9 0

SHARED DISPOSITIVE POWER  
101,438,045

11

AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
1,438,045

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.82%\*

14 TYPE OF REPORTING PERSON  
PN

---

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

NAME OF REPORTING PERSON  
Trian Partners Strategic Investment  
Fund II, L.P.

1

S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
45-4929803

2

CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3

SEC USE ONLY

4

SOURCE OF FUNDS  
WC

5

CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6

CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY OWNED BY  
EACH  
REPORTING  
PERSON WITH

SOLE VOTING POWER  
7 0

SHARED VOTING POWER  
8 902,609

SOLE DISPOSITIVE POWER  
9 0

SHARED DISPOSITIVE POWER  
10 10902,609

11

AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
902,609

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.51%\*

14 TYPE OF REPORTING PERSON  
PN

---

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Strategic Investment  
Fund-D, L.P.

1

S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
98-1108184

2

CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3

SEC USE ONLY

4

SOURCE OF FUNDS  
WC

5

CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6

CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Cayman Islands

NUMBER OF  
SHARES

BENEFICIALLY OWNED BY EACH  
REPORTING PERSON WITH

SOLE VOTING POWER  
7 0

SHARED VOTING POWER  
8 446,245

SOLE DISPOSITIVE POWER  
9 0

SHARED DISPOSITIVE POWER  
10 10446,245

11

AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
446,245

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  [X]

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.25%\*

14 TYPE OF REPORTING PERSON  
PN

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Fund (Sub)-G, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
90-1035117

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY OWNED BY  
EACH  
REPORTING  
PERSON WITH

SHARED VOTING POWER  
8 142,866

9 SOLE DISPOSITIVE POWER  
0

SHARED DISPOSITIVE POWER  
10 142,866

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
142,866

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.08%\*

14 TYPE OF REPORTING PERSON  
PN

---

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

NAME OF REPORTING PERSON  
Trian Partners Strategic Fund-G II,  
L.P.

1

S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
46-5509975

2

CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3

SEC USE ONLY

4

SOURCE OF FUNDS  
WC

5

CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6

CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY OWNED BY  
EACH  
REPORTING  
PERSON WITH

SOLE VOTING POWER
7 0

SHARED VOTING POWER
8 422,996

SOLE DISPOSITIVE POWER
9 0

SHARED DISPOSITIVE POWER
10422,996

11

AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
422,996

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  [X]

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.24%\*

14 TYPE OF REPORTING PERSON  
PN

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Strategic Fund-G III,  
L.P.

1

S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
47-2121971

2

CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3

SEC USE ONLY

4

SOURCE OF FUNDS  
WC

5

CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6

CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON WITH

7 SOLE VOTING POWER  
0

8 SHARED VOTING POWER  
212,365

9 SOLE DISPOSITIVE POWER  
0

SHARED DISPOSITIVE POWER  
10212,365

11

AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
212,365

12 CHECK BOX IF THE  
AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES  [X]

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.12%\*

14 TYPE OF REPORTING PERSON  
PN

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

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NAME OF REPORTING PERSON  
Trian Partners Strategic Fund-K, L.P.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
47-5116069

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Delaware

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY 7 SOLE VOTING POWER  
EACH 0  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
654,011

9 SOLE DISPOSITIVE POWER  
0

10 SHARED DISPOSITIVE POWER  
654,011

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
654,011

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN

SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.37%\*

14 TYPE OF REPORTING PERSON  
PN

---

\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

---

NAME OF REPORTING PERSON  
Trian Partners Strategic Fund-C, Ltd.

1 S.S. OR I.R.S. IDENTIFICATION  
NO. OF ABOVE PERSON  
98-1327448

2 CHECK THE APPROPRIATE BOX (a)   
IF A MEMBER OF A GROUP (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
WC

5 CHECK BOX IF DISCLOSURE OF  
LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS   
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF  
ORGANIZATION  
Cayman Islands

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY 7 SOLE VOTING POWER  
EACH 0  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER  
472,736

9 SOLE DISPOSITIVE POWER  
0

10 SHARED DISPOSITIVE POWER  
472,736

11 AGGREGATE AMOUNT  
BENEFICIALLY OWNED BY  
EACH REPORTING PERSON  
472,736

12 CHECK BOX IF THE [X]  
AGGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN

SHARES

13 PERCENT OF CLASS  
REPRESENTED BY AMOUNT IN  
ROW (11)  
0.27%\*

14 TYPE OF REPORTING PERSON  
OO

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\* Calculated based on 175,403,866 ordinary shares outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q.

This Amendment No. 10 ("Amendment No. 10") amends and supplements the Schedule 13D filed with the Securities and Exchange Commission on June 30, 2015 (the "Original Statement"), as amended by Amendment No. 1 filed on July 13, 2015, as amended by Amendment No. 2 filed on July 29, 2015, as amended by Amendment No. 3 filed on September 8, 2015, as amended by Amendment No. 4 filed on February 22, 2016, as amended by Amendment No. 5 filed on May 10, 2016, as amended by Amendment No. 6 filed on May 18, 2017, as amended by Amendment No. 7 filed on May 1, 2018, as amended by Amendment No. 8 filed on June 1, 2018, and as amended by Amendment No. 9 ("Amendment No. 9") filed on August 15, 2018 (as amended, the "Schedule 13D"), relating to the Ordinary Shares, nominal value \$0.01 per share (the "Shares"), of Pentair plc, an Irish public limited company (the "Issuer"). The address of the principal executive office of the Issuer is 43 London Wall, London, EC2M 5TF, United Kingdom.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Schedule 13D. Except as set forth herein, the Schedule 13D is unmodified.

Items 4, 5, 6 and 7 of the Schedule 13D are hereby amended as follows:

#### Item 4. Purpose of Transaction

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

On September 10, 2018, Matthew Peltz, a Partner of Trian Management, informed the Issuer of his resignation from the Issuer's Board of Directors. Since April 2018, Mr. Peltz has been a director of the Issuer, where he served on its Governance and Compensation Committees. From September 2015 through April 2018, Mr. Peltz attended meetings of the Board of Directors in an observer capacity. A copy of the letter sent to Mr. David A. Jones, Chairman of the Board of the Issuer, and Mr. John L. Stauch, President and Chief Executive Officer of the Issuer, is attached hereto as Exhibit 8.

Mr. Peltz played an active role in helping guide the Issuer into becoming a pure play water company by spinning off nVent Electric plc and Trian Management believes that the Issuer is currently well positioned to succeed. Accordingly, Trian Management believes it is the appropriate time for Mr. Peltz to step off the Issuer's Board of Directors to devote more time to current and future board positions and his commitments to Trian Management.

The disclosure contained in Item 6 below is incorporated herein by reference.

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

Item 5 of the Schedule 13D is hereby amended and supplemented by adding the following information:

(a) As of 4:00 p.m., New York City time, on September 10, 2018, the Reporting Persons beneficially owned, in the aggregate, 12,301,837 Shares, representing approximately 7.01% of the Issuer's outstanding Shares (calculated based on 175,403,866 Shares outstanding as of June 30, 2018, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018). Such Shares include an aggregate of 12,036,582 Shares beneficially owned by the Reporting Persons through direct ownership of Shares, representing approximately 6.86% of the Issuer's outstanding Shares, an additional 254,092 Shares underlying the Put/Call Options that are held by Strategic Fund-N, representing approximately 0.14% of the Issuer's outstanding Shares, and an additional 11,163 Shares underlying Director Options held by Mr. Garden which he received in connection with his service on the Issuer's Board of Directors and which are currently exercisable, representing approximately 0.01% of the Issuer's outstanding Shares.

(b) As of 4:00 p.m., New York City time, on September 10, 2018, each of Trian Onshore, Trian Offshore, Parallel Fund I, TPSIF II, Strategic Fund-A, Strategic Fund-N, Strategic Fund-D, Fund G, Strategic Fund-G II, Strategic Fund-G III, Strategic Fund-K and Strategic Fund-C beneficially and directly owns and has sole voting power and sole

dispositive power with regard to 1,968,192; 3,287,379; 334,504; 902,609; 2,008,726; 1,438,045 (including the Shares underlying the Put/Call Options); 446,245; 142,866; 422,996, 212,365, 654,011 and 472,736 Shares, respectively, except to the extent that other Reporting Persons as described in this Item 5 may be deemed to have shared voting power and shared dispositive power with regard to such Shares. Mr. Garden beneficially owns and has sole voting power and sole dispositive power with regard to 11,163 Shares underlying Director Options, except to the extent that other members of the Trian Group as described in this Item 5 may be deemed to have shared voting power and shared dispositive power with regard to such Shares.

(c) There have been no transactions with respect to the Shares effected subsequent to the filing of Amendment No. 9.

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

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

On August 27, 2018, Strategic Fund-N entered into a letter agreement (the "Put/Call Letter Agreement") with the Counterparty for the purposes of establishing a written plan pursuant to Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended, with respect to the acquisition of up to 254,092 Shares underlying the Put/Call Options through the exercise of the Put/Call Options. The Put/Call Options expire on November 20, 2018, and the Put/Call Letter Agreement will terminate on the earliest to occur of the expiration or termination of each of the Put/Call Options, the completion by Strategic Fund-N of the acquisition of all of the Shares underlying the Put/Call Options or upon the satisfaction of certain other conditions.

The foregoing description of the Put/Call Letter Agreement is a summary only and is qualified in its entirety by reference to the Put/Call Letter Agreement, which is filed as Exhibit 9 hereto and incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits

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

8. Letter to Mr. David A. Jones, Chairman of the Board, and Mr. John L. Stauch, President and Chief Executive Officer, dated September 10, 2018

9. Letter agreement dated August 27, 2018 between Train Partners Strategic Investment Fund-N, L.P. and Nomura Securities (Bermuda), Ltd.

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SIGNATURE

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

Dated: September 11, 2018

TRIAN FUND  
MANAGEMENT, L.P.  
Trian Fund Management  
By: GP, LLC, its general  
partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN FUND  
MANAGEMENT GP, LLC

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS, L.P.  
Trian Partners GP, L.P.,  
By: its general partner

Trian Partners General  
By: Partner, LLC, its general  
partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
MASTER FUND, L.P.  
By: Trian Partners GP, L.P.,  
its general partner

By: Trian Partners General  
Partner, LLC, its general  
partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
PARALLEL FUND I, L.P.  
By: Trian Partners Parallel  
Fund I General Partner,  
LLC, its general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
STRATEGIC  
INVESTMENT FUND-A,  
L.P.  
By: Trian Partners Strategic  
Investment Fund-A GP,  
L.P., its general partner

By: Trian Partners Strategic  
Investment Fund-A  
General Partner, LLC, its  
general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
STRATEGIC  
INVESTMENT FUND-N,  
L.P.



Triam Partners Strategic  
By: Investment Fund-N GP,  
L.P., its general partner

Triam Partners Strategic  
Investment Fund-N  
By: General Partner, LLC., its  
general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

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TRIAN PARTNERS  
STRATEGIC  
INVESTMENT FUND II,  
L.P.

By: Trian Partners Strategic  
Investment Fund II GP,  
L.P., its general partner

By: Trian Partners Strategic  
Investment Fund-II  
General Partner, LLC., its  
general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
STRATEGIC  
INVESTMENT FUND-D,  
L.P.

By: Trian Partners Strategic  
Investment Fund-D GP,  
L.P., its general partner

By: Trian Partners Strategic  
Investment Fund-D  
General Partner, LLC, its  
general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS FUND  
(SUB)-G, L.P.

By: Trian Partners Investment  
Fund-G GP, L.P., its  
general partner

By: Trian Partners Investment  
Fund-G General Partner,  
LLC, its general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden

Title: Member

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TRIAN PARTNERS  
STRATEGIC FUND-G II, L.P.

Trian Partners Strategic  
By: Fund-G II GP, L.P., its  
general partner

Trian Partners Strategic  
By: Fund-G II General Partner,  
LLC, its general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
STRATEGIC FUND-G III,  
L.P.

Trian Partners Strategic  
By: Fund-G III GP, L.P., its  
general partner

Trian Partners Strategic  
By: Fund-G III General  
Partner, LLC, its general  
partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
STRATEGIC FUND-K, L.P.

Trian Partners Strategic  
By: Fund-K GP, L.P., its  
general partner

Trian Partners Strategic  
By: Fund-K General Partner,  
LLC, its general partner

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Member

TRIAN PARTNERS  
STRATEGIC FUND-C, LTD.

By: /s/ EDWARD P.  
GARDEN  
Name: Edward P. Garden  
Title: Director

/s/NELSON PELTZ  
Nelson Peltz

/s/PETER W. MAY  
Peter W. May

/s/EDWARD P. GARDEN  
Edward P. Garden

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EXHIBIT 8

MATTHEW H. PELTZ  
280 Park Avenue, 41<sup>st</sup> Floor  
New York, New York 10017

September 10, 2018

By Email

Mr. David A. Jones, Chairman of the Board  
Mr. John L. Stauch, President and Chief Executive Officer  
Pentair plc  
Station Road  
Langstanton, Cambridge, CB24 3DS  
United Kingdom

Gentlemen:

Having served as a Board observer for nearly three years, and now as a Pentair director, I wish the Board and the Company success in its future endeavors. As I explained on my call, I have decided to resign as a director of Pentair plc, effective immediately.

On a personal note, I have enjoyed my time as a director and Board observer and the opportunity to work constructively with you and the rest of the Board.

Very truly yours,  
/s/ Matthew H. Peltz

cc: Ms. Karla C. Robertson, Executive Vice President,  
General Counsel & Secretary

EXHIBIT 9

August 27, 2018

Triam Partners Strategic Investment Fund-N, L.P.  
c/o Triam Fund Management, L.P.  
280 Park Avenue, 41<sup>st</sup> Floor  
New York, NY 10017  
Attention: Greg Essner  
Telephone: (212) 451-3125

Re: Exercise of Derivative Arrangements Pursuant to Rule 10b5-1 Plan

Ladies and Gentlemen:

This agreement (this "Agreement") between Triam Partners Strategic Investment Fund-N, L.P. (the "Triam Fund") and Nomura Securities (Bermuda), Ltd. (the "Counterparty") is intended to create a written plan (the "Plan") with respect to certain acquisitions of ordinary shares (the "Shares") of Pentair plc (the "Company") by the Triam Fund from the Counterparty (each, a "Transaction") pursuant to certain OTC derivative arrangements (the "Derivative Arrangements") described in the Confirmations (as defined below), in each case, pursuant to Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

1. Commencing on August 27, 2018 and thereafter on each trading day for so long as this Plan is in effect, the Triam Fund and the Counterparty agree to consummate certain Transactions subject to the terms and conditions set forth on Exhibit A hereto.

This Agreement, including the Plan, shall terminate on the earliest to occur of: (a) the expiration or termination of each of the Derivative Arrangements, (b) the completion of the acquisition by the Triam Fund of all of the Shares underlying the Derivative Arrangements pursuant to the Plan or (c) in accordance with paragraph 3 of this Agreement, the date (such date, the "Optional Termination Date") on which the Triam Fund delivers to the Counterparty written notice of termination. Any Transactions entered into by the parties pursuant to this Agreement shall be subject to, and governed in their entirety by, the letter agreement entered into between the Triam Fund and the Counterparty dated November 21, 2017 (Reference # 33976161) (the "November 21 Confirmation") and the letter agreement entered into between the Triam Fund and the Counterparty dated December 1, 2017 (Reference # 34136531) (the "December 1 Confirmation", and together with the November 21 Confirmation, the "Confirmations").

2. The Triam Fund acknowledges that it intends that any amendment, modification, waiver or termination of this Agreement or the Plan, including without limitation any designation by the Triam Fund of an Optional Termination Date, shall be effected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c) under the Exchange Act. The Triam Fund further acknowledges that it intends for each of the Transactions to be exempt from the operation of the short-swing profit recovery provisions of Section 16 of the Exchange Act pursuant to Rule 16b-6 promulgated thereunder.

3. It is the intent of the parties that this Agreement and the Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Exchange Act, and the parties agree that this Agreement shall be interpreted to comply with the requirements of Rule 10b5-1(c).

4. In connection with its acceptance of this Agreement, the Triam Fund represents that:

- a. It is not entering into this Agreement "on the basis of" (as defined in Rule 10b5-1(c) of the Exchange Act) material nonpublic information regarding the Shares or the Company;
- b. It is entering into this Agreement in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or any other provision of any applicable federal, state or foreign securities laws or regulations;
- c. Entering into this Agreement, to its knowledge, does not violate any policies or requirements of the Company applicable to the Triam Fund;
- d. It is aware of and will comply with respect to all Transactions effected hereunder with (i) all reporting requirements under Sections 13 or 16 of the Exchange Act, and (ii) if applicable, the short-swing profit recovery

provisions under Section 16 of the Exchange Act;

e. It is aware that in order for this Agreement to constitute a plan pursuant to Rule 10b5-1(c), it must not enter into or alter a corresponding or hedging transaction with respect to any Transaction entered into pursuant to this Agreement; and

f. Neither the Counterparty nor any of its affiliates has advised the Trian Fund with respect to any legal, regulatory, tax, accounting or economic consequences arising from this Plan or any Transactions.

5. Except as otherwise provided hereof, any notice required or permitted by this Agreement will be deemed sufficient if in writing and if actually delivered or sent by certified mail (postage prepaid and return receipt requested), recognized courier service or facsimile (with confirmation receipt) addressed:

(a) If to the Trian Fund, to:

Trian Partners Strategic Investment Fund-N, L.P.  
c/o Trian Fund Management, L.P.  
280 Park Avenue, 24<sup>th</sup> Floor  
New York, NY 10017

Attention: Chief Financial Officer  
Telephone: (212) 451-3125  
E-mail: gessner@trianpartners.com

Attention: General Counsel  
Telephone: (212) 451-3040  
E-mail: srosen@trianpartners.com

(b) If to the Counterparty, to:

Nomura Securities (Bermuda), Ltd.  
Chesney House  
96 Pitts Bay Road  
Pembroke, HM08  
Bermuda  
Attention: Donald Folkard  
Telephone: 441-296-4050

With a copy to:

Nomura Securities International, Inc.  
309 West 49th Street  
New York, NY 10019  
Attn: James Chenard  
Telephone: 212-667-1708  
Email: James.Chenard@nomura.com

6. This Agreement will be binding upon, and inure to the benefit of, the Trian Fund and its successors and permitted assigns and the Counterparty and its successors and permitted assigns. Neither the Trian Fund nor the Counterparty may assign this Agreement without the written consent of the other party, and any attempted assignment without consent shall be void.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflict of laws). Except as otherwise set forth above, this Agreement represents the entire agreement and understanding between the parties concerning the matters set forth hereof and supersedes all prior statements and agreements with respect thereto. It may be amended or modified only by a writing signed by both the Trian Fund and the Counterparty in writing.



8. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

9. The Trian Fund agrees to indemnify and hold harmless the Counterparty and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any out-of-pocket legal or other expenses reasonably incurred in connection with defending or (investigating any such action or claim) arising out of any suit, action or proceeding (each, a "Proceeding") arising from any assertion that this Agreement does not comply with the requirements of Rule 10b5-1 or that that the Transactions effected pursuant to this Agreement constitute violations of Rule 10b-5 or any other federal, state or foreign securities law which prohibits trading in securities while in possession of material nonpublic information (the "Claims"), except in each case in the event of gross negligence, bad faith, or willful misconduct by the Counterparty, its affiliates, directors, officers employees or agents. The Counterparty agrees to give the Trian Fund prompt notice following it becoming aware of the commencement of any Proceeding for which the Counterparty intends to claim indemnification pursuant to this Agreement; provided, however, if failure to give prompt notice materially prejudices the Trian Fund in its defense of such Proceeding, the Trian Fund shall not be obligated to indemnify the Counterparty under this Section 9. The Trian Fund shall be entitled to assume the defense of such Proceeding at its own expense, with counsel chosen by it. The Counterparty shall have the right to retain one separate counsel in connection with any such Proceeding and participate in the defense thereof, provided that the fees and expenses of such counsel shall be borne by the Counterparty unless (a) the Trian Fund fails to assume the defense of such Proceeding after receiving notice thereof or (b) the named parties to any such Proceeding include both the Trian Fund and the Counterparty and either (i) the representation of the Trian Fund and the Counterparty by the same counsel would be inappropriate under applicable standards of professional conduct or (ii) there may be one or more legal defenses available to the Counterparty which are different from or additional to those available to the Trian Fund and the representation of both parties by the same counsel would create an actual conflict of interest. The Trian Fund shall not be liable for any settlement entered into without its prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. This indemnification shall survive termination of the Plan.

[Signature page follows]

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Please confirm that the foregoing sets forth the agreement of the parties by signing and returning this Agreement to the Counterparty, whereupon this shall constitute a binding agreement.

Very truly yours:

NOMURA SECURITIES (BERMUDA), LTD.

By: /s/ DONALD F. FOLKARD

Name: Donald F. Folkard

Title: President

Acknowledge and agreed as of the date first set forth above

TRIAN PARTNERS STRATEGIC INVESTMENT FUND-N, L.P.

By: Trian Partners Strategic Investment Fund-N GP, L.P.,  
its general partner

By: Trian Partners Strategic Investment Fund-N General Partner, LLC,  
its general partner

By: /s/ EDWARD P. GARDEN

Name: Edward P. Garden

Title: Member

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