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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2023

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 001-39729

SOTERA HEALTH COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**47-3531161**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
9100 South Hills Blvd, Suite 300 **Broadview Heights, Ohio**	**44147**
(Address of principal executive offices)	(Zip Code)
Registrant's telephone number, including area code	**(440) 262-1410**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	**SHC**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

As of April 26, 2023, there were 282,516,526 shares of the registrant's common stock, $0.01 par value per share, outstanding.

SOTERA HEALTH COMPANY
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are often characterized by the use of words such as “believes,” “estimates,” “expects,” “projects,” “may,” “intends,” “plans” or “anticipates,” or by discussions of strategy, plans or intentions. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause our actual results, performance, achievements, or industry results, to differ materially from historical results or any future results, performance or achievements expressed, suggested or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to:

- disruption in the availability of, or increases in the price of, ethylene oxide (“EO”), Cobalt-60 (“Co-60”) or our other direct materials, services and supplies, including as a result of geopolitical instability and sanctions arising from United States, Canada, the United Kingdom and European Union relations with Russia;
- foreign currency exchange rates and changes in those rates:
- changes in environmental, health and safety regulations or preferences, and general economic, social and business conditions;
- health and safety risks associated with the use, storage, transportation and disposal of potentially hazardous materials such as EO and Co-60;
- the impact and outcome of current and future legal proceedings and liability claims;
- adverse judgments in the EO tort litigation that may require an appellate bond or alternative form of security to appeal, and efforts by plaintiffs to enforce large judgments against us, or settlements of such litigation, any one of which may have an adverse impact on our liquidity;
- allegations of our failure to properly perform services and potential product liability claims, recalls, penalties and reputational harm;
- compliance with the extensive regulatory requirements to which we are subject, the related costs, and any failures to receive or maintain, or delays in receiving, required clearance or approvals;
- adverse changes in industry trends;
- competition we face;
- market changes, including inflationary trends, that impact our long-term supply contracts with variable price clauses and increase our cost of revenues;
- business continuity hazards, including supply chain disruptions and other risks associated with our operations;
- the risks of doing business internationally, including global and regional economic and political instability and compliance with numerous laws and regulations in multiple jurisdictions;
- our ability to increase capacity at existing facilities, build new facilities in a timely and cost-effective manner and renew leases for our leased facilities;
- our ability to attract and retain qualified employees;
- severe health events, such as the ongoing impact of the COVID-19 pandemic, or environmental events;
- cyber security breaches, unauthorized data disclosures, and our dependence on information technology systems;
- any inability to pursue strategic transactions, including our ability to find suitable acquisition targets, or our failure to integrate strategic acquisitions successfully into our business;
- our ability to maintain effective internal controls over financial reporting;
- our reliance on intellectual property to maintain our competitive position and the risk of claims from third parties that we infringe or misappropriate their intellectual property rights;
- our ability to comply with rapidly evolving data privacy and security laws and regulations and any ineffective compliance efforts with such laws and regulations;
- our ability to maintain profitability in the future;
- impairment charges on our goodwill and other intangible assets with indefinite lives, as well as other long-lived assets and intangible assets with definite lives;
- the effects of unionization efforts and labor regulations in certain countries in which we operate;
- adverse changes to our tax positions in U.S. or non-U.S. jurisdictions, the interpretation and application of recent U.S. tax legislation or other changes in U.S. or non-U.S. taxation of our operations;
- our significant leverage and how this significant leverage could adversely affect our ability to raise additional capital, limit our ability to react to changes in the economy or our industry, limit our flexibility in operating our business through restrictions contained in our debt agreements and prevent us from meeting our obligations under our existing and future indebtedness; and
- uncertainty around discontinuation of LIBOR and transition to certain other interest “benchmarks.”

These statements are based on current plans, estimates and projections, and therefore you should not place undue reliance on them. Forward-looking statements speak only as of the date they are made, and we undertake no obligation to update them publicly in light of new information or future events, except as required by law. The inclusion of this forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved.

You should carefully consider the above factors, as well as the factors discussed elsewhere in this Quarterly Report on Form 10-Q, including under Part II, Item 1A, “Risk Factors,” as well as Part I, Item 1A, “Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2022 (the “2022 10-K”). If any of these trends, risks or uncertainties actually occur or continue, our business, financial condition or operating results could be materially adversely affected, the trading prices of our securities could decline and you could lose all or part of your investment. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement.

Unless expressly indicated or the context requires otherwise, the terms “Sotera Health,” “Company,” “we,” “us,” and “our” in this document refer to Sotera Health Company, a Delaware corporation, and, where appropriate, its subsidiaries on a consolidated basis.

Part I—FINANCIAL INFORMATION

Item 1. Financial Statements

Sotera Health Company

Consolidated Balance Sheets
(in thousands, except per share amounts)

	As of	
	March 31, 2023	**December 31, 2022**
Assets	***(Unaudited)***	
Current assets:		
Cash and cash equivalents	**$ 647,948**	$ 395,214
Restricted cash short-term	**12,232**	1,080
Accounts receivable, net of allowance for uncollectible accounts of $2,587 and $1,871, respectively	**109,163**	118,482
Inventories, net	**46,736**	37,145
Prepaid expenses and other current assets	**87,303**	80,995
Income taxes receivable	**20,417**	12,094
Total current assets	**923,799**	645,010
Property, plant, and equipment, net	**816,164**	774,527
Operating lease assets	**24,941**	26,481
Deferred income taxes	**4,165**	4,101
Post-retirement assets	**36,915**	35,570
Other assets	**32,909**	38,983
Other intangible assets, net	**471,860**	491,265
Goodwill	**1,103,420**	1,101,768
Total assets	**$ 3,414,173**	$ 3,117,705
Liabilities and equity		
Current liabilities:		
Accounts payable	**$ 61,939**	$ 74,139
Accrued liabilities	**496,791**	490,130
Deferred revenue	**15,161**	12,140
Current portion of long-term debt	**4,031**	197,119
Current portion of finance lease obligations	**8,588**	1,722
Current portion of operating lease obligations	**6,942**	7,554
Current portion of asset retirement obligations	**2,108**	2,896
Income taxes payable	**4,589**	5,867
Total current liabilities	**600,149**	791,567
Long-term debt, less current portion	**2,222,333**	1,747,115
Finance lease obligations, less current portion	**61,735**	56,955
Operating lease obligations, less current portion	**20,561**	21,577
Noncurrent asset retirement obligations	**43,350**	42,586
Deferred lease income	**18,785**	18,902
Post-retirement obligations	**7,858**	7,910
Noncurrent liabilities	**15,051**	12,831
Deferred income taxes	**63,226**	68,024
Total liabilities	**3,053,048**	2,767,467
See Commitments and contingencies note		
Equity:		
Common stock, with $0.01 par value, 1,200,000 shares authorized; 286,037 shares issued at March 31, 2023 and December 31, 2022	**2,860**	2,860
Preferred stock, with $0.01 par value, 120,000 authorized; no shares issued at March 31, 2023 and December 31, 2022	**—**	—
Treasury stock, at cost (3,520 and 3,616 shares at March 31, 2023 and December 31, 2022, respectively)	**(29,420)**	(29,775)
Additional paid-in capital	**1,195,357**	1,189,622
Retained deficit	**(702,974)**	(705,816)
Accumulated other comprehensive loss	**(104,698)**	(106,653)
Total equity	**361,125**	350,238
Total liabilities and equity	**$ 3,414,173**	$ 3,117,705

See notes to consolidated financial statements.

Sotera Health Company

Consolidated Statements of Operations and Comprehensive Income
(in thousands, except per share amounts)

	Three Months Ended March 31,	
	2023	**2022**
	(Unaudited)	
Revenues:		
Service	**$ 214,510**	$ 206,218
Product	**6,080**	30,536
Total net revenues	**220,590**	236,754
Cost of revenues:		
Service	**104,210**	94,576
Product	**4,877**	13,303
Total cost of revenues	**109,087**	107,879
Gross profit	**111,503**	128,875
Operating expenses:		
Selling, general and administrative expenses	**61,910**	59,542
Amortization of intangible assets	**16,227**	15,841
Total operating expenses	**78,137**	75,383
Operating income	**33,366**	53,492
Interest expense, net	**28,870**	10,404
Foreign exchange loss	**347**	788
Other income, net	**(1,253)**	(2,967)
Income before income taxes	**5,402**	45,267
Provision for income taxes	**2,560**	14,626
Net income	**2,842**	30,641
Other comprehensive income (loss) net of tax:		
Pension and post-retirement benefits (net of taxes of $(17) and $(92), respectively)	**(51)**	(274)
Interest rate derivatives (net of taxes of $(3,396) and $2,109, respectively)	**(9,251)**	6,179
Foreign currency translation	**11,257**	14,975
Comprehensive income	**$ 4,797**	$ 51,521
Earnings per share:		
Basic	**$ 0.01**	$ 0.11
Diluted	**0.01**	0.11
Weighted average number of shares outstanding:		
Basic	**280,691**	279,829
Diluted	**282,977**	279,908

See notes to consolidated financial statements.

Sotera Health Company

Consolidated Statements of Cash Flows
(in thousands)

	Three Months Ended March 31,	
	2023	2022
	(Unaudited)	
Operating activities:		
Net income	**$ 2,842**	$ 30,641
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	**18,931**	15,867
Amortization of intangible assets	**20,607**	20,182
Deferred income taxes	**(1,770)**	5,633
Share-based compensation expense	**7,288**	4,538
Accretion of asset retirement obligations	**572**	520
Unrealized foreign exchange loss	**802**	2,430
Unrealized loss (gain) on derivatives not designated as hedging instruments	**227**	(7,364)
Amortization of debt issuance costs	**1,910**	1,414
Other	**(1,328)**	(1,989)
Changes in operating assets and liabilities:		
Accounts receivable	**10,223**	(6,387)
Inventories	**(9,512)**	9,323
Other current assets	**(6,318)**	(8,934)
Accounts payable	**(9,610)**	(12,742)
Accrued liabilities	**8,826**	2,479
Income taxes payable / receivable, net	**(9,551)**	(5,222)
Other liabilities	**(372)**	(81)
Other long-term assets	**104**	(341)
Net cash provided by operating activities	**33,871**	49,967
Investing activities:		
Purchases of property, plant and equipment	**(45,000)**	(35,546)
Adjustment to purchase of Regulatory Compliance Associates Inc.	**—**	63
Other investing activities	**32**	—
Net cash used in investing activities	**(44,968)**	(35,483)
Financing activities:		
Proceeds from long-term borrowings	**500,000**	—
Payment on revolving credit facility	**(200,000)**	—
Payments of debt issuance costs	**(24,457)**	(31)
Other financing activities	**(1,627)**	(418)
Net cash provided by (used in) financing activities	**273,916**	(449)
Effect of exchange rate changes on cash and cash equivalents	**1,067**	487
Net increase in cash and cash equivalents, including restricted cash	**263,886**	14,522
Cash and cash equivalents, including restricted cash, at beginning of period	**396,294**	106,924
Cash and cash equivalents, including restricted cash, at end of period	**$ 660,180**	$ 121,446
Supplemental disclosures of cash flow information:		
Cash paid during the period for interest	**$ 35,456**	$ 15,809
Cash paid during the period for income taxes, net of tax refunds received	**14,014**	13,505
Purchases of property, plant and equipment included in accounts payable	**13,061**	9,508

See notes to consolidated financial statements.

Sotera Health Company

Consolidated Statements of Equity
(in thousands)
(Unaudited)

	Shares Common Stock	Amount Common Stock	Amount Treasury Stock	Additional Paid-In Capital	Retained Earnings / (Accumulated Deficit)	Accumulated Other Comprehensive (Loss) Income	Total Equity
Balance at December 31, 2021	**282,985**	**$ 2,860**	**$ (33,545)**	**$ 1,172,593**	**$ (472,246)**	**$ (83,566)**	**$ 586,096**
Share-based compensation plans	(55)	—	9	4,504	—	—	**4,513**
Comprehensive income (loss):							
Pension and post-retirement plan adjustments, net of tax	—	—	—	—	—	(274)	**(274)**
Foreign currency translation	—	—	—	—	—	14,975	**14,975**
Interest rate derivatives, net of tax	—	—	—	—	—	6,179	**6,179**
Net income	—	—	—	—	30,641	—	**30,641**
Balance at March 31, 2022	**282,930**	**$ 2,860**	**$ (33,536)**	**$ 1,177,097**	**$ (441,605)**	**$ (62,686)**	**$ 642,130**

	Shares Common Stock	Amount Common Stock	Amount Treasury Stock	Additional Paid-In Capital	Retained Earnings / (Accumulated Deficit)	Accumulated Other Comprehensive (Loss) Income	Total Equity
Balance at December 31, 2022	**282,421**	**$ 2,860**	**$ (29,775)**	**$ 1,189,622**	**$ (705,816)**	**$ (106,653)**	**$ 350,238**
Share-based compensation plans	95	—	355	5,735	—	—	**6,090**
Comprehensive income (loss):							
Pension and post-retirement plan adjustments, net of tax	—	—	—	—	—	(51)	**(51)**
Foreign currency translation	—	—	—	—	—	11,257	**11,257**
Interest rate derivatives, net of tax	—	—	—	—	—	(9,251)	**(9,251)**
Net income	—	—	—	—	2,842	—	**2,842**
Balance at March 31, 2023	**282,516**	**$ 2,860**	**$ (29,420)**	**$ 1,195,357**	**$ (702,974)**	**$ (104,698)**	**$ 361,125**

See notes to consolidated financial statements.

Sotera Health Company

Notes to Consolidated Financial Statements

1. Basis of Presentation

Principles of Consolidation – Sotera Health Company (also referred to herein as the "Company," "we," "our," "us" or "its"), is a global provider of mission-critical sterilization and lab testing and advisory services to the medical device and pharmaceutical industries with operations primarily in the Americas, Europe and Asia.

We operate and report in three segments, Sterigenics, Nordion and Nelson Labs. We describe our reportable segments in Note 17, "Segment Information". All significant intercompany balances and transactions have been eliminated in consolidation.

In July 2020, we acquired a 60% equity ownership interest in a joint venture to construct an E-beam facility in Alberta, Canada in connection with our acquisition of Iotron Industries Canada, Inc. ("Iotron"). Our equity ownership interest in the joint venture was determined to be an investment in a variable interest entity ("VIE"). The investment was not consolidated as the Company concluded that it was not the primary beneficiary of the VIE. The Company accounted for the joint venture using the equity method.

During the year ended December 31, 2022, we identified certain events and circumstances that indicated a decline in value of our investment in this joint venture that was other-than-temporary. Consequently, in the second quarter of 2022, we wrote down the investment in the joint venture to its fair value of $0, resulting in an impairment charge of approximately $9.6 million. In February 2023, we entered into a Share Purchase Agreement to transfer our equity ownership interest to the joint venture partner, thereby terminating our equity ownership interest.

Use of Estimates – In preparing our consolidated financial statements in conformity with U.S. Generally Accepted Accounting Principles ("GAAP"), we make estimates and assumptions that affect the amounts reported and the accompanying notes. We regularly evaluate the estimates and assumptions used and revise them as new information becomes available. Actual results may vary from those estimates.

Interim Financial Statements – The accompanying consolidated financial statements include the assets, liabilities, operating results, and cash flows of the Company and its wholly owned subsidiaries. These financial statements are prepared in accordance with U.S. GAAP for interim financial information and the instructions to the Quarterly Report on Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. These unaudited interim financial statements should be read in conjunction with the Company's annual consolidated financial statements and accompanying notes on Form 10-K for the year ended December 31, 2022.

2. Recent Accounting Standards

Adoption of Accounting Standard Updates

Effective January 1, 2023, we adopted *ASU 2021-08 - Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers* ("ASU 2021-08"). The amendments in ASU 2021-08 require that an acquiring entity recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Accounting Standards Codification ("ASC") Topic 606, Revenue from Contract with Customers ("ASC Topic 606"). At the acquisition date, an acquirer should account for the related revenue contracts in accordance with ASC Topic 606 as if it had originated the contracts. The adoption of this standard did not have a material impact on our consolidated financial statements and disclosures.

3. Revenue Recognition

The following table shows disaggregated net revenues from contracts with external customers by timing of revenue and by segment for the three months ended March 31, 2023 and 2022:

(thousands of U.S. dollars)	Three Months Ended March 31, 2023			
	Sterigenics	Nordion	Nelson Labs	Consolidated
Point in time	$ 159,997	$ 7,588	$ —	$ 167,585
Over time	—	963	52,042	53,005
Total	**$ 159,997**	**$ 8,551**	**$ 52,042**	**$ 220,590**

(thousands of U.S. dollars)	Three Months Ended March 31, 2022			
	Sterigenics	Nordion	Nelson Labs	Consolidated
Point in time	$ 149,462	$ 33,285	$ —	$ 182,747
Over time	—	717	53,290	54,007
Total	**$ 149,462**	**$ 34,002**	**$ 53,290**	**$ 236,754**

Contract Balances

As of March 31, 2023, and December 31, 2022, contract assets included in prepaid expenses and other current assets on the Consolidated Balance Sheets totaled approximately $18.7 million and $19.8 million, respectively, resulting from revenue recognized over time in excess of the amount billed to the customer.

When we receive consideration from a customer prior to transferring goods or services under the terms of a sales contract, we record deferred revenue, which represents a contract liability. Deferred revenue totaled $15.2 million and $12.1 million at March 31, 2023 and December 31, 2022, respectively. We recognize deferred revenue after we have transferred control of the goods or services to the customer and all revenue recognition criteria are met.

4. Acquisitions

Acquisition of Regulatory Compliance Associates Inc.

On November 4, 2021, we acquired Regulatory Compliance Associates Inc. (“RCA”) for approximately $30.6 million, net of $0.6 million of cash acquired. RCA is an industry leader in providing life sciences consulting focused on quality, regulatory, and technical advisory services for the pharmaceutical, medical device and combination device industries. Headquartered in Pleasant Prairie, Wisconsin, RCA expands and further strengthens our technical consulting and expert advisory capabilities within our Nelson Labs segment.

The purchase price of RCA was allocated to the underlying assets acquired and liabilities assumed based upon management's estimated fair values at the date of acquisition. As of March 31, 2023, approximately $25.3 million of goodwill was recorded related to the RCA acquisition, representing the excess of the purchase price over the estimated fair values of all the assets acquired and liabilities assumed. We also recorded $6.4 million of finite-lived intangible assets, primarily related to customer relationships. We funded this acquisition using available cash. The acquisition price and the results of operations for this acquired entity are not material in relation to our consolidated financial statements.

5. Inventories

Inventories consisted of the following:

(thousands of U.S. dollars)

	March 31, 2023	December 31, 2022
Raw materials and supplies	**$ 39,616**	$ 36,402
Work-in-process	**1,554**	584
Finished goods	**5,682**	276
	46,852	37,262
Reserve for excess and obsolete inventory	**(116)**	(117)
Inventories, net	**$ 46,736**	$ 37,145

6. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following:

(thousands of U.S. dollars)

	March 31, 2023	December 31, 2022
Prepaid taxes	**$ 26,426**	$ 26,598
Prepaid business insurance	**8,184**	9,964
Prepaid rent	**1,072**	998
Customer contract assets	**18,736**	19,777
Insurance and indemnification receivables	**3,529**	3,724
Current deposits	**396**	660
Prepaid maintenance contracts	**517**	324
Value added tax receivable	**2,195**	1,640
Prepaid software licensing	**1,854**	1,832
Stock supplies	**3,639**	3,656
Embedded derivative assets	**2,507**	2,721
Interest receivable - interest rate cap settlement	**6,375**	—
Other	**11,873**	9,101
Prepaid expenses and other current assets	**$ 87,303**	$ 80,995

7. Goodwill and Other Intangible Assets

Changes to goodwill during the three months ended March 31, 2023 were as follows:

(thousands of U.S. dollars)	Sterigenics	Nordion	Nelson Labs	Total
Goodwill at December 31, 2022	$ 657,458	$ 270,966	$ 173,344	$ 1,101,768
Changes due to foreign currency exchange rates	823	291	538	1,652
Goodwill at March 31, 2023	**$ 658,281**	**$ 271,257**	**$ 173,882**	**$ 1,103,420**

Other intangible assets consisted of the following:

(thousands of U.S. dollars) **As of March 31, 2023**	**Gross Carrying Amount**	**Accumulated Amortization**
Finite-lived intangible assets		
Customer relationships	**$ 654,918**	**$ 438,612**
Proprietary technology	**86,406**	**53,365**
Trade names	**2,559**	**832**
Land-use rights	**9,025**	**1,746**
Sealed source and supply agreements	**204,612**	**96,187**
Other	**4,471**	**2,202**
Total finite-lived intangible assets	**961,991**	**592,944**
Indefinite-lived intangible assets		
Regulatory licenses and other[(a)]	**77,061**	—
Trade names / trademarks	**25,752**	—
Total indefinite-lived intangible assets	**102,813**	—
Total	**$ 1,064,804**	**$ 592,944**

As of December 31, 2022	**Gross Carrying Amount**	**Accumulated Amortization**
Finite-lived intangible assets		
Customer relationships	$ 652,811	$ 422,277
Proprietary technology	86,054	50,952
Trade names	2,553	701
Land-use rights	8,986	1,683
Sealed source and supply agreements	204,391	93,034
Other	4,469	1,979
Total finite-lived intangible assets	959,264	570,626
Indefinite-lived intangible assets		
Regulatory licenses and other[(a)]	76,978	—
Trade names / trademarks	25,649	—
Total indefinite-lived intangible assets	102,627	—
Total	$ 1,061,891	$ 570,626

(a) Includes certain transportation certifications, a class 1B nuclear license and other intangibles related to obtaining such licensure. These assets are considered indefinite-lived as the decision for renewal by the Canadian Nuclear Safety Commission is highly based on a licensee's previous assessments, reported incidents, and annual compliance and inspection results. New applications for license can take a significant amount of time and cost; whereas an existing licensee with a historical record of compliance and current operating conditions more than likely ensures renewal for another 10-year license period, as Nordion has demonstrated over its 75 years of history.

Amounts include the impact of foreign currency translation. Fully amortized amounts are written off.

Amortization expense for other intangible assets was $20.6 million ($4.4 million is included in “Cost of revenues” and $16.2 million in “Amortization of intangible assets”) in the Consolidated Statements of Operations and Comprehensive Income and $20.2 million ($4.3 million is included in “Cost of revenues” and $15.9 million in “Amortization of intangible assets”) in the Consolidated Statements of Operations and Comprehensive Income for the three months ended March 31, 2023 and 2022, respectively.

The estimated aggregate amortization expense for finite-lived intangible assets for each of the next five years and thereafter is as follows:

(thousands of U.S. dollars)

For the remainder of 2023	**$ 60,084**
2024	**79,986**
2025	**42,584**
2026	**22,227**
2027	**21,150**
Thereafter	**143,016**
Total	**$ 369,047**

The weighted-average remaining useful life of the finite-lived intangible assets was approximately 9 years as of March 31, 2023.

8. Accrued Liabilities

Accrued liabilities consisted of the following:

(thousands of U.S. dollars)

	March 31, 2023	December 31, 2022
Accrued employee compensation	**$ 26,250**	$ 32,936
Illinois EO litigation settlement reserve	**408,000**	408,000
Other legal reserves	**3,651**	3,776
Accrued interest expense	**27,714**	23,291
Embedded derivatives	**3,524**	3,508
Professional fees	**16,222**	6,436
Accrued utilities	**1,913**	1,906
Insurance accrual	**2,320**	2,392
Accrued taxes	**2,654**	2,567
Other	**4,543**	5,318
Accrued liabilities	**$ 496,791**	$ 490,130

9. Long-Term Debt

Long-term debt consisted of the following:

(thousands of U.S. dollars)

As of March 31, 2023	Gross Amount	Unamortized Debt Issuance Costs	Unamortized Debt Discount	Net Amount
Term loan, due 2026	**$ 1,763,100**	**$ (2,007)**	**$ (12,872)**	**$ 1,748,221**
Term loan B, due 2026	**500,000**	**(7,700)**	**(14,605)**	**477,695**
Other long-term debt	**450**	**(2)**	**—**	**448**
	2,263,550	**(9,709)**	**(27,477)**	**2,226,364**
Less current portion	**4,200**	**(60)**	**(109)**	**4,031**
Long-term debt	**$ 2,259,350**	**$ (9,649)**	**$ (27,368)**	**$ 2,222,333**

(thousands of U.S. dollars)

As of December 31, 2022	Gross Amount	Unamortized Debt Issuance Costs	Unamortized Debt Discount	Net Amount
Term loan, due 2026	1,763,100	(2,140)	(13,845)	1,747,115
Revolving credit facility	200,000	(3,328)	—	196,672
Other long-term debt	450	(3)	—	447
	1,963,550	(5,471)	(13,845)	1,944,234
Less current portion	200,450	(3,331)	—	197,119
Long-term debt	$ 1,763,100	$ (2,140)	$ (13,845)	$ 1,747,115

Debt Facilities

Senior Secured Credit Facilities

On December 13, 2019, Sotera Health Holdings, LLC (“SHH”), our wholly-owned subsidiary, entered into senior secured first lien credit facilities (the “Senior Secured Credit Facilities”), consisting of both a prepayable senior secured first lien term loan (the “Term Loan”) and a senior secured first lien revolving credit facility (the “Revolving Credit Facility”) pursuant to a first lien credit agreement (the “Credit Agreement”). The Term Loan matures on December 13, 2026. After giving effect to the Revolving Credit Facility Amendment (defined below), the total borrowing capacity under the Revolving Credit Facility is $423.8 million. The Senior Secured Credit Facilities also provide SHH the right at any time and under certain conditions to request incremental term loans or incremental revolving credit commitments based on a formula defined in the Senior Secured Credit Facilities. As of March 31, 2023 and December 31, 2022, total borrowings under the Term Loan were $1,763.1 million. The weighted average interest rate on borrowings under the Term Loan for the three months ended March 31, 2023 and March 31, 2022 was 7.44% and 3.25%, respectively.

On February 23, 2023, we entered into the First Lien Credit Agreement (the “2023 Credit Agreement”), which provides for, among other things, a new Term Loan B facility (the "2023 Term Loan") in an aggregate principal amount of $500.0 million and bears interest, at the Company’s option, at a variable rate per annum equal to either (x) the Term Secured Overnight Financing Rate (“Term SOFR”) (as defined in the 2023 Credit Agreement) plus an applicable margin of 3.75% or (y) an alternative base rate (“ABR”) plus an applicable margin of 2.75%. The 2023 Credit Agreement is secured on a first priority basis on substantially all of our assets and is guaranteed by certain of our subsidiaries. It is prepayable without premium or penalty at any time six months after the closing date. The principal balance shall be paid at 1% of the aggregate principal amount ($5.0 million) per year, with the balance due at the end of 2026. The Company used the proceeds of this debt to fund a previously announced $408.0 million EO litigation settlement in Cook County, Illinois and pay down the $200.0 million of existing borrowings under the Revolving Credit Facility concurrent with the funding of this loan on February 23, 2023. In addition, the Company plans to use the remaining proceeds to further enhance liquidity and for general corporate purposes. The weighted average interest rate on borrowings under the 2023 Term Loan for the three months ended March 31, 2023 was 8.82%.

On March 21, 2023, the Company entered into an Incremental Facility Amendment to the Credit Agreement ("Revolving Credit Facility Amendment"), which provides for an increase in the commitments under the existing Revolving Credit Facility in an aggregate principal amount of $76.3 million. In addition, certain of the lenders providing revolving credit commitments provided additional commitments for the issuance of the letters of credit under the Revolving Credit Facility in an aggregate principal amount of $165.1 million. The Revolving Credit Facility Amendment also provides for the replacement of the reference interest rate option for Revolving Loans from London Interbank Offered Rate ("LIBOR") to SOFR plus an applicable credit spread adjustment of 0.10% (subject to a minimum floor of 0.00%). After giving effect to the Revolving Credit Facility Amendment, the aggregate amount of the Lenders' Revolving Commitments is $423.8 million. The maturity date of the Revolving Credit Facility remains June 13, 2026. The Company borrowed $200.0 million under the Revolving Credit Facility during the fourth quarter of 2022, which was repaid in the first quarter of 2023, as noted above. As of March 31, 2023 there were no borrowings outstanding under the Revolving Credit Facility. The weighted average interest rate on outstanding borrowings under the Revolving Credit Facility for the three months ended March 31, 2023 was 7.47%.

The Senior Secured Credit Facilities and 2023 Credit Agreement contain additional covenants that, among other things, restrict, subject to certain exceptions, our ability and the ability of our restricted subsidiaries to engage in certain activities, such as incur indebtedness or permit to exist any lien on any property or asset now owned or hereafter acquired, as specified in the Senior Secured Credit Facilities and 2023 Credit Agreement. The Senior Secured Credit Facilities and 2023 Credit Agreement also contain certain customary affirmative covenants and events of default, including upon a change of control. An event of default under the Senior Secured Credit Facilities and 2023 Credit Agreement would occur if the Company or certain of its subsidiaries received one or more enforceable judgments for payment in an aggregate amount in excess of $100.0 million, which judgment or judgments are not stayed or remain undischarged for a period of sixty consecutive days or if, in order to enforce such a judgment, a judgment creditor attached or levied upon assets that are material to the business and operations, taken as a whole, of the Company and certain of its subsidiaries. As of March 31, 2023, we were in compliance with all of the Senior Secured Credit Facilities and 2023 Credit Agreement covenants.

All of SHH's obligations under the Senior Secured Credit Facilities and 2023 Credit Agreement are unconditionally guaranteed by the Company and each existing and subsequently acquired or organized direct or indirect wholly-owned domestic restricted subsidiary of the Company, with customary exceptions including, among other things, where providing such guarantees is not permitted by law, regulation or contract or would result in material adverse tax consequences. All obligations under the Senior Secured Credit Facilities and 2023 Credit Agreement, and the guarantees of such obligations, are secured by substantially all assets of the borrower and guarantors, subject to permitted liens and other exceptions and exclusions, as outlined in the Senior Secured Credit Facilities and 2023 Credit Agreement.

Outstanding letters of credit are collateralized by encumbrances against the Revolving Credit Facility and the collateral pledged thereunder, or by cash placed on deposit with the issuing bank. As of March 31, 2023, the Company had $65.1 million of letters of credit issued against the Revolving Credit Facility, resulting in total availability under the Revolving Credit Facility of $358.7 million.

Term Loan Interest Rate Risk Management

The Company utilizes interest rate derivatives to eliminate the variability of cash flows in the interest payments associated with our variable rate debt due to changes in LIBOR and Term SOFR. For additional information on the derivative instruments described above, refer to Note 16, "Financial Instruments and Financial Risk", *"Derivatives Instruments."*

Publication of all U.S. LIBOR tenors will cease after June 30, 2023. The most likely replacement benchmark is expected to be the SOFR, which has been recommended by financial regulators in the United States. We have identified our LIBOR-based exposure in our debt and outstanding interest rate derivative agreements and have addressed the LIBOR transition for those contracts. In accordance with ASC 848 *Reference Rate Reform*, we have elected to apply certain optional expedients for contract modifications and hedging relationships for derivative instruments impacted by the benchmark interest rate transition. The optional expedients remove the requirement to remeasure contract modifications or dedesignate hedging relationships impacted by reference rate reform.

Aggregate Maturities

Aggregate maturities of the Company's long-term debt, excluding debt discounts, as of March 31, 2023, are as follows:

(thousands of U.S. dollars)	
2023	**$ 2,950**
2024	**5,000**
2025	**5,000**
2026	**2,250,600**
2027	**—**
Thereafter	**—**
Total	**$ 2,263,550**

10. Income Taxes

Income tax expense is provided on an interim basis based upon our estimate of the annual effective income tax rate. In determining the estimated annual effective income tax rate, we analyze various factors, including projections of our annual earnings and the taxing jurisdictions where the earnings will occur, the impact of state and local taxes, our ability to utilize tax credits and net operating loss carryforwards and available tax planning alternatives.

Our effective tax rate was 47.4 % and 32.3% for the three months ended March 31, 2023 and 2022, respectively. Income tax expense for the three months ended March 31, 2023 differed from the statutory rate primarily due to a net increase in the valuation allowance attributable to the limitation on the deductibility of interest expense, the impact of the foreign rate differential, and non-deductible compensation. Income tax expense for the three months ended March 31, 2022 differed from the statutory rate primarily due to a net increase in the valuation allowance attributable to the limitation on the deductibility of interest expense, the impact of the foreign rate differential, and global intangible low-tax income ("GILTI").

11. Employee Benefits

The Company sponsors various post-employment benefit plans including, in certain countries outside the U.S., defined benefit and defined contribution pension plans, retirement compensation arrangements, and plans that provide extended health care coverage to retired employees, the majority of which relate to Nordion.

Defined benefit pension plan

The following defined benefit pension plan disclosure relates to Nordion. Certain immaterial foreign defined benefit pension plans have been excluded from the table below. The interest cost, expected return on plan assets, and amortization of net actuarial loss are recorded net in "Other income, net" and the service cost component is included in the same financial statement line item as the applicable employee's wages in the Consolidated Statements of Operations and Comprehensive Income. The components of net periodic pension cost for the defined benefit plans for the three months ended March 31, 2023 and 2022 were as follows:

Three Months Ended March 31, *(thousands of U.S. dollars)*	**2023**	**2022**
Service cost	**$ 131**	$ 249
Interest cost	**2,724**	1,903
Expected return on plan assets	**(4,019)**	(3,704)
Net periodic benefit	**$ (1,164)**	$ (1,552)

Other benefit plans

Other benefit plans disclosed below relate to Nordion and include a supplemental retirement arrangement, a retirement and termination allowance, and post-retirement benefit plans, which include contributory health and dental care benefits and contributory life insurance coverage. Certain immaterial other foreign benefit plans have been excluded from the table below. All but one, non-pension post-employment benefit plans are unfunded. The components of net periodic benefit cost for the other benefit plans for the three months ended March 31, 2023 and 2022 were as follows:

Three Months Ended March 31, *(thousands of U.S. dollars)*	**2023**	**2022**
Service cost	**$ 2**	$ 4
Interest cost	**90**	65
Amortization of net actuarial gain	**(44)**	(2)
Net periodic benefit cost	**$ 48**	$ 67

We currently expect funding requirements of approximately $0.3 million in each of the next five years to fund the regulatory solvency deficit, as defined by Canadian federal regulation, which requires solvency testing on defined benefit pension plans.

The Company may obtain a qualifying letter of credit for solvency payments, up to 15% of the market value of solvency liabilities as determined on the valuation date, instead of paying cash into the pension fund. As of March 31, 2023, and December 31, 2022, we had letters of credit outstanding relating to the defined benefit plans totaling $43.5 million and $44.1 million, respectively. The actual funding requirements over the five-year period will be dependent on subsequent annual actuarial valuations. These amounts are estimates, which may change with actual investment performance, changes in interest rates, any pertinent changes in Canadian government regulations and any voluntary contributions.

12. Other Comprehensive Income (Loss)

Amounts in accumulated other comprehensive income (loss) are presented net of the related tax. Foreign currency translation is not adjusted for income taxes.

Changes in our accumulated other comprehensive income (loss) balances, net of applicable tax, were as follows:

(thousands of U.S. dollars)	**Defined Benefit Plans**	**Foreign Currency Translation**	**Interest Rate Derivatives**	**Total**
Beginning balance – January 1, 2023	**$ 3,209**	**$ (131,205)**	**$ 21,343**	**$ (106,653)**
Other comprehensive income (loss) before reclassifications	**(7)**	**11,257**	**(2,493)**	**8,757**
Amounts reclassified from accumulated other comprehensive income (loss)	**(44)** (a)	**—**	**(6,758)** (b)	**(6,802)**
Net current-period other comprehensive income (loss)	**(51)**	**11,257**	**(9,251)**	**1,955**
Ending balance – March 31, 2023	**$ 3,158**	**$ (119,948)**	**$ 12,092**	**$ (104,698)**
Beginning balance – January 1, 2022	$ (17,581)	$ (66,389)	$ 404	$ (83,566)
Other comprehensive income (loss) before reclassifications	(272)	14,975	6,179	20,882
Amounts reclassified from accumulated other comprehensive income (loss)	(2) (a)	—	—	(2)
Net current-period other comprehensive income (loss)	(274)	14,975	6,179	20,880
Ending balance – March 31, 2022	$ (17,855)	$ (51,414)	$ 6,583	$ (62,686)

(a) For defined benefit pension plans, amounts reclassified from accumulated other comprehensive income (loss) are recorded to “Other income, net” within the Consolidated Statements of Operations and Comprehensive Income.

(b) For interest rate derivatives, amounts reclassified from accumulated other comprehensive income (loss) are recorded to “Interest expense, net” within the Consolidated Statements of Operations and Comprehensive Income.

13. Share-Based Compensation

Pre-IPO Awards

Restricted stock distributed in respect of pre-IPO Class B-1 time vesting units vests on a daily basis pro rata over the five-year vesting period (20% per year) beginning on the original vesting commencement date of the corresponding Class B-1 time vesting units, subject to the grantee’s continued services through each vesting date. Upon the occurrence of a change in control of the Company, all then-outstanding unvested shares of our common stock distributed in respect of Class B-1 Units will become vested as of the date of consummation of such change in control, subject to the grantee’s continued services through the consummation of the change in control.

Restricted stock distributed in respect of pre-IPO Class B-2 Units (which were considered performance vesting units) are scheduled to vest only upon satisfaction of certain thresholds. These units generally vest as of the first date on which (i) our Sponsors have received actual cash proceeds in an amount equal to or in excess of at least two and one-half times their invested capital in Sotera Health Topco Parent, L.P. (of which the Company was a direct wholly-owned subsidiary prior to the IPO) and (ii) the Sponsors’ internal rate of return exceeds twenty percent, subject to such grantee’s continued services through such date. In the event of a change in control of the Company, any outstanding shares of our common stock distributed in respect of Class B-2 Units that remain unvested immediately following the consummation of such a change in control of the Company shall be immediately canceled and forfeited without compensation. Stock-based compensation expense attributed to the pre-IPO Class B-2 awards was recorded in the fourth quarter of 2020, as the related performance conditions were considered probable of achievement and the implied service conditions were met. As of March 31, 2023, these awards remain unvested.

We recognized $0.5 million and $0.6 million of share-based compensation expense related to the pre-IPO Class B-1 awards for the three months ended March 31, 2023 and 2022, respectively.

A summary of the activity for the three months ended March 31, 2023 related to the restricted stock awards distributed in respect of the pre-IPO awards (Class B-1 and B-2 Units) is presented below:

	Number of shares	
	Restricted Stock Pre-IPO B-1	Restricted Stock - Pre-IPO B-2
Unvested at December 31, 2022	716,091	1,098,415
Forfeited	(5,378)	(19,127)
Vested	(86,051)	—
Unvested at March 31, 2023	**624,662**	**1,079,288**

2020 Omnibus Incentive Plan

We maintain a long-term incentive plan (the “2020 Omnibus Incentive Plan” or the “2020 Plan”) that allows for grants of incentive stock options to employees (including employees of any of our subsidiaries), nonstatutory stock options, restricted stock awards (“RSAs”), restricted stock units (“RSUs”) and other cash-based, equity-based or equity-related awards to employees, directors, and consultants, including employees or consultants of our subsidiaries.

We recognized $6.8 million ($3.1 million for stock options and $3.7 million for RSUs) and $3.9 million ($1.5 million for stock options and $2.4 million for RSUs) of share-based compensation expense for these awards in our Consolidated Statements of Operations and Comprehensive Income, in “Selling, general and administrative expenses,” for the three months ended March 31, 2023 and 2022, respectively.

Stock Options

Stock options generally vest ratably over a period of two to four years. They have an exercise price equal to the fair market value of a share of common stock on the date of grant, and a contractual term of 10 years. The following table summarizes our stock option activity:

	Number of Shares	Weighted-average Exercise Price
Outstanding stock options at December 31, 2022	5,990,470	$ 14.84
Granted	1,044,595	17.59
Forfeited	(20,325)	21.57
Exercised	—	—
Outstanding stock options at March 31, 2023	**7,014,740**	**$ 15.23**

As of March 31, 2023, there were 1.4 million vested and exercisable stock options.

RSUs

RSUs generally vest ratably over a period of one to four years and are valued based on our market price on the date of grant. The following table summarizes our unvested RSUs activity:

	Number of Shares	Weighted-average Grant Date Fair Value
Unvested at December 31, 2022	2,482,435	$ 13.09
Granted	664,433	17.59
Forfeited	(42,275)	11.42
Vested	(189,941)	20.11
Unvested at March 31, 2023	**2,914,652**	**$ 13.69**

14. Earnings Per Share

Basic earnings per share represents the amount of income attributable to each common share outstanding. Diluted earnings per share represents the amount of income attributable to each common share outstanding adjusted for the effects of potentially dilutive common shares. Potentially dilutive common shares include stock options and other stock-based awards. In the periods where the effect would be antidilutive, potentially dilutive common shares are excluded from the calculation of diluted earnings per share.

In periods in which the Company has net income, earnings per share is calculated using the two-class method. This method is required as unvested restricted stock distributed in respect of pre-IPO Class B-1 and B-2 awards have the right to receive non-forfeitable dividends or dividend equivalents if the Company were to declare dividends on its common stock. Pursuant to the two-class method, earnings for each period are allocated on a pro-rata basis to common stockholders and unvested pre-IPO Class B-1 and B-2 restricted stock awards. Diluted earnings per share is computed using the more dilutive of (a) the two-class method, or (b) treasury stock method, as applicable, to the potentially dilutive instruments.

Our basic and diluted earnings per common share are calculated as follows:

in thousands of U.S. dollars and share amounts (except per share amounts)	Three Months Ended March 31, 2023	March 31, 2022
Earnings:		
Net income	**$ 2,842**	$ 30,641
Less: Allocation to participating securities	**18**	338
Net income attributable to Sotera Health Company common shareholders	**$ 2,824**	$ 30,303
Weighted Average Common Shares:		
Weighted-average common shares outstanding - basic	**280,691**	279,829
Dilutive effect of potential common shares	**2,286**	79
Weighted-average common shares outstanding - diluted	**282,977**	279,908
Earnings per Common Share:		
Net income attributable to Sotera Health Company common shareholders - basic	**$ 0.01**	$ 0.11
Net income attributable to Sotera Health Company common shareholders - diluted	**0.01**	0.11

Diluted earnings per share does not consider the following potential common shares as the effect would be anti-dilutive:

in thousands of share amounts	Three Months Ended March 31, 2023	March 31, 2022
Stock options	**3,570**	2,889
RSUs	**492**	172
Total anti-dilutive securities	**4,062**	3,061

15. Commitments and Contingencies

From time to time, we may be subject to various lawsuits and other claims, as well as gain contingencies, in the ordinary course of our business. In addition, from time to time, we receive communications from government or regulatory agencies concerning investigations or allegations of noncompliance with laws or regulations in jurisdictions in which we operate.

We establish reserves for specific liabilities in connection with regulatory and legal actions that we determine to be both probable and reasonably estimable. Except for the accrual for the Ethylene Oxide Tort Litigation settlement in Illinois discussed below, no material amounts have been accrued in our consolidated financial statements with respect to any loss contingencies as of March 31, 2023. If a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed. In certain of the matters described below, we are not able to make a reasonable estimate of any liability because of the uncertainties related to the outcome and/or the amount or range of loss. While it is not possible to determine the ultimate disposition of each of these matters, we do not expect that the ultimate resolution of pending regulatory and legal matters in future periods, including the matters described below, will have a material effect on our financial condition, results of operations or liquidity. Despite the above, the Company may incur material defense and settlement costs, diversion of management resources and other adverse effects on our business, financial condition, or results of operations.

Ethylene Oxide Tort Litigation

Sterigenics U.S., LLC and other medical supply sterilization companies have been subjected to personal injury and related tort lawsuits alleging various injuries caused by low-level environmental exposure to EO emissions from sterilization facilities. Those lawsuits, as detailed further below, are individual claims, as opposed to class actions.

Illinois

Approximately 850 plaintiffs have filed lawsuits, and approximately 25 individuals have threatened to file lawsuits, against subsidiaries of the Company and other parties, alleging personal injuries including cancer and other diseases, or wrongful death,

resulting from purported emissions and releases of EO from Sterigenics' former Willowbrook facility. Additional derivative claims are alleged on behalf of relatives of some of these personal injury plaintiffs. Each plaintiff seeks damages in an amount to be determined by the trier of fact. The lawsuits were consolidated for pre-trial purposes by the Cook County Circuit Court, Illinois (the "Consolidated Case"). Jury trials were conducted during 2022 in two of the individual cases included in the Consolidated Case, and twelve individual cases were scheduled for trials in 2023. The first trial began on August 12, 2022, and on September 19, 2022, the jury rendered a verdict in favor of the plaintiff and awarded damages in the amount of $358.7 million, including $36.1 million of compensatory damages, $320.0 million of punitive damages and $2.6 million of prejudgment interest against Sterigenics U.S., LLC and Sotera Health, LLC (the "Defendant Subsidiaries"). Post-judgment interest accrues on the compensatory and punitive damages awards from September 20, 2022, the date of the judgment order. The Defendant Subsidiaries filed a Motion for Post Trial Relief, which was denied on December 19, 2022. On January 9, 2023 the Defendant Subsidiaries filed a Notice of Appeal to the First District Appellate Court in Illinois, appealing the September 20, 2022 adverse judgment. The deadline for posting an appellate bond or providing an alternate form of security for the appeal was extended to February 8, 2023. The second individual trial began on October 6, 2022, and on November 18, 2022 the jury returned a defense verdict on all counts. On January 4, 2023, the plaintiff in the second trial filed a motion for post-trial relief seeking an order reversing and/or vacating the verdict, granting a new trial, and/or entering judgment in the plaintiff's favor notwithstanding the verdict.

On November 1, 2022 certain plaintiffs in the Consolidated Case filed a lawsuit in the Circuit Court of Cook County, Illinois against the Company and certain affiliates, subsidiaries and current and former officers, alleging that certain transfers of assets occurring after December 2016 were intended to make assets unavailable to satisfy judgments the plaintiffs might win in future trials in their individual personal injury cases included in the Consolidated Case (the "Asset Transfer Case"). On November 10, 2022, the Asset Transfer Case was removed to the United States District Court for the Northern District of Illinois and all defendants filed answers and affirmative defenses.

On January 9, 2023, the Defendant Subsidiaries (the "Settling Defendants") entered into binding term sheets (the "Term Sheets") with the "Plaintiffs' Executive Committee" (the "PEC") appointed to act on behalf of the more than 20 law firms ("Plaintiffs' Counsel") representing the plaintiffs in the Consolidated Case, the Asset Transfer Case, and other clients with personal injury claims that have not yet been filed (together, the "Eligible Claimants"). Upon entering into the Term Sheets, and based on our assessment of the likelihood that the conditions to the Term Sheets will be satisfied or waived, we concluded that the Settlement was probable and reasonably estimable. Accordingly, the Company recorded a charge of $408.0 million for the year ended December 31, 2022. The Term Sheets provide an agreed path to final settlement of the Eligible Claimants' claims, subject to the satisfaction or waiver of certain conditions, including but not limited to the Settling Defendants and the PEC working in good faith to draft and execute full settlement agreements in accordance with the Term Sheets.

On March 28, 2023, the Settling Defendants and the PEC entered into full settlement agreements (the "Settlement Agreements"). The Settlement Agreements provide a pathway to comprehensively resolve the claims pending against the Settling Defendants in Illinois and thereby enable the Company to focus its full attention on operating the business. The Company denies any liability and maintains that its Willowbrook, Illinois operations did not pose a safety risk to the community in which it operated, and believes the evidence and science ultimately would have compelled the rejection of the plaintiffs' claims. However, years of biased media coverage in the greater Chicago area, the significant costs of posting a large bond in support of the appeal of the first trial verdict and the time and expense that would have been required to continue to contest hundreds of additional lawsuits through a multi-year process in the Illinois court system led the Company to conclude that resolving the pending Illinois EO cases would be in the best interest of the Company and its stakeholders.

The scope of the settlement includes all claims that have been alleged or could have been alleged by 881 Eligible Claimants related to or arising from alleged emissions of EO from Sterigenics' operations in or around Willowbrook, Illinois and related claims that have been or could have been alleged by Eligible Claimants seeking to challenge any transfer of assets to or from the Company, its subsidiaries and certain affiliates to any other entity or person (the "Covered Claims"). The Settling Defendants deny any liability for the Covered Claims and, per their express terms, the Settlement Agreements are not to be construed as an admission of liability or that the Company engaged in any wrongful, tortious, or unlawful activity or that use and/or emissions of EO from Sterigenics' operations in or around Willowbrook, Illinois posed any safety hazard to the surrounding communities.

If the conditions of the Settlement Agreements are satisfied or waived, among other things, the Eligible Claimants participating in the settlement will release the Company, its subsidiaries and certain affiliates from all Covered Claims and dismiss with prejudice all pending lawsuits and appeals relating to or arising from any Covered Claims. The Settlement Agreements provide that final settlement is conditioned, among other things, on (1) the continuance of the stays of all pending Covered Claims, (2) Plaintiffs' Counsel obtaining opt-in consent from (i) 99% of all Eligible Claimants represented by the PEC law firms, (ii) 95% of all Eligible Claimants represented by law firms not on the PEC and (iii) 100% of all Eligible Claimants within certain specified subgroups, within 30 days of the date each Eligible Claimant receives all disclosures required by applicable state rules along with their individual settlement allocation (the "Participation Requirement"), which may be extended up to 30 days with the consent of the Settling Defendants, (3) the dismissal with prejudice of the Covered Claims of all Eligible Claimants participating in the settlement, and (4) court approval of the settlement as a good faith settlement under the Illinois Joint Contribution Among Tortfeasors Act. In addition, the Settling Defendants will have the right to elect not to proceed with final settlement of the Covered Claims if it is determined that 40 or more Eligible Claimants do not have valid claims or more than five new lawsuits are filed by Plaintiffs' Counsel. The Settling Defendants have the right to waive the Participation Requirement and elect to proceed with final settlement, in which case the settlement will be binding only on Eligible Claimants participating in the settlement and providing opt-in consent. The PEC and other Plaintiffs' Counsel have agreed, subject to the exercise of their independent professional judgment, to recommend to their clients that they participate in the settlement. On May 1, 2023, Sterigenics U.S., LLC contributed $408.0 million to a settlement escrow fund that will be used, if the conditions of the Settlement Agreements are satisfied or waived, to pay all settlement fees and expenses and cash payments to the Eligible Claimants participating in the settlement.

On January 11, 2023 and January 13, 2023, the Circuit Court of Cook County, Illinois entered orders staying all proceedings and deadlines and vacating all trial dates in the Consolidated Case, and staying all enforcement proceedings relating to the September 20, 2022 adverse judgment. On January 16, 2023 the United States District Court for the Northern District of Illinois entered an order staying all proceedings in the Asset Transfer Case. On January 23, 2023 the First District Appellate Court in Illinois entered an order staying the Settling Defendants' appeal of the September 20, 2022 adverse judgment.

The final settlement of claims contemplated under the Settlement Agreements may not occur or may not occur for all Eligible Claimants for a number of reasons, including but not limited to, a failure to satisfy the Participation Requirement. If the final settlement occurs, the settlement will not cover unfiled claims of claimants who are represented by lawyers other than Plaintiffs' Counsel, claims of Eligible Claimants who elect and are permitted by the Participation Requirements to opt out of the settlement, claims for illnesses diagnosed in the future that claimants allege were caused by emissions from Sterigenics' operations in or around Willowbrook, Illinois, or lawsuits alleging injuries from emissions of EO from operations other than those in or around Willowbrook, Illinois, including the previously disclosed lawsuits in Georgia and New Mexico. The Company denies these allegations, intends to defend itself vigorously in all such litigation, and does not believe that the facts and law justify the September 20, 2022 adverse judgment in the first trial in Illinois or, as detailed further below, that the verdict and damage awards in that case are predictive of future EO tort cases in Illinois or other jurisdictions.

On February 23, 2023 the Company successfully closed on a new senior secured Term Loan B facility in an aggregate principal amount of $500.0 million. The Company used the proceeds of this debt financing to fund the $408.0 million settlement described above. Refer to Note 9, "Long-Term Debt" for additional information.

Georgia

Since August 17, 2020, approximately 300 plaintiffs have filed lawsuits against subsidiaries of the Company and other parties in the State Court of Cobb County, Georgia and the State Court of Gwinnett County, Georgia alleging that they suffered personal injuries resulting from emissions of EO from Sterigenics' Atlanta facility. Additional derivative claims are alleged on behalf of relatives of some of these personal injury plaintiffs. Our subsidiaries are also defendants in approximately 160 lawsuits alleging that the Atlanta facility has devalued and harmed plaintiffs' use of real properties they own in the Atlanta, Georgia area and caused other damages. These personal injury and property devaluation plaintiffs seek various forms of relief including damages. All but two of the personal injury lawsuits pending in Cobb County have been consolidated for pretrial purposes. The Court has entered a phased case management schedule for a "pool" of ten of the consolidated cases by which threshold general causation issues will be decided in Phase 1, followed by specific causation issues in Phase 2 as to any of the pooled cases that survive Phase 1. The Court has stayed the remainder of the consolidated personal injury cases pending in Cobb County and an immediate appeal of a discrete procedural issue is being pursued by the defendants. One personal injury

case is pending in Gwinnett County and is scheduled for trial in October 2023. The remaining personal injury case and approximately 160 property devaluation cases are in various stages of pleadings and motions practice, and fact discovery.

In January 2023 a personal injury and premises liability case was filed in Cobb County, Georgia by a delivery driver alleging injuries from purported exposure to EO emissions and releases while making deliveries to our Atlanta facility. That case has not been consolidated with the other personal injury cases and is not stayed. The court has not yet entered an initial case management order or schedule.

New Mexico

On April 24, 2023, a lawsuit was filed in the Third Judicial District Court, Doña Ana County, New Mexico against the Company and certain subsidiaries alleging wrongful death caused by exposure to emissions of EO from Sterigenics' sterilization facility in Santa Teresa, New Mexico while working at a different company's facility approximately one mile away. On April 27, 2023 the case was removed to the United States District Court for the District of New Mexico. The court has not yet entered an initial case management order or schedule.

New Mexico Attorney General Litigation

On December 22, 2020, the New Mexico Attorney General filed a lawsuit in the Third Judicial District Court, Doña Ana County, New Mexico against the Company and certain subsidiaries alleging that emissions of EO from Sterigenics' sterilization facility in Santa Teresa, New Mexico have deteriorated the air quality in Santa Teresa and surrounding communities and materially contributed to increased health risks suffered by residents of those communities. The Complaint asserts claims for public nuisance, negligence, strict liability, violations of New Mexico's Public Nuisance Statute and Unfair Practices Act and seeks various forms of relief including a temporary restraining order, preliminary injunctive relief and damages. On June 29, 2021, the Court entered an Order Granting Preliminary Injunction (the "Order") prohibiting Sterigenics from allowing any uncontrolled emission or release of EO from the facility. On December 20, 2021 the Court entered an order establishing a protocol to monitor Sterigenics' compliance with the Order. Operations at the facility continue to be in compliance with the June 2021 and December 2021 orders. A motion challenging the Court's jurisdiction over Sotera Health Company and another defendant, and a motion for summary judgment by Sterigenics U.S., LLC and Sotera Health LLC are pending. A Scheduling Order was entered on September 13, 2022, including a June 3, 2024 trial date.

The Company believes that neither the verdict in the first trial in Illinois nor the settlement of the pending and threatened claims in Illinois is predictive of potential future verdicts in other EO tort cases in Illinois or other jurisdictions. The Company intends to defend itself vigorously in all such litigation, which will be presided over by different judges, tried by different counsel presenting different evidence and fact and expert witness testimony at trial, and decided by different juries. Each plaintiff's claim involves unique facts and evidence, including but not limited to, the circumstances of the plaintiff's alleged exposure, the type and severity of the plaintiff's disease and the plaintiff's medical history and course of treatment. As a result, we believe that loss in such subsequent cases is not probable and it is not possible to estimate the range of loss. Due to the uncertainties associated with the amount of any such liability and/or the nature of any other remedy which may be imposed in such litigation, any potential liability determined to be attributable to the Company arising out of such litigation may have a material adverse effect on the Company's results of operations, liquidity or financial condition. An estimate of the potential impact on the Company's results of operations, liquidity or financial condition cannot be made due to the aforementioned uncertainties.

Our insurance for litigation related to alleged environmental liabilities, like the litigation pending in Illinois, Georgia and New Mexico described above, has limits of $10.0 million per occurrence and $20.0 million in the aggregate. The per occurrence limit related to the Willowbrook, Illinois litigation was fully utilized by June 30, 2020. The remaining $10.0 million was fully utilized by March 31, 2023 for occurrences related to the EO litigation in Georgia and New Mexico described above. Our insurance for future alleged environmental liabilities excludes coverage for EO claims.

In addition, we are pursuing other insurance coverage for our legal expenses related to the EO tort litigation. In 2021, Sterigenics filed an insurance coverage lawsuit in the U.S. District Court for the Northern District of Illinois relating to two commercial general liability policies issued in the 1980s. On August 3, 2022, the Court issued a Memorandum Opinion and Order concluding that the insurer owes Sterigenics and another insured party a duty to defend the Willowbrook, Illinois litigation, which may allow us to recover defense costs related to that litigation.

Sotera Health Company Securities Litigation

On January 24, 2023, a putative stockholder class action was filed in the U.S. District Court for the Northern District of Ohio against the Company, its directors, certain senior executives, the Company's private equity stockholders and the underwriters of the Company's initial public offering ("IPO") in November 2020 and the Company's secondary public offering ("SPO") in March 2021. On April 17, 2023 the court appointed the Oakland County Employees' Retirement System, Oakland County Voluntary Employees' Beneficiary Association, and Wayne County Employees' Retirement System (the "Michigan Funds") to serve as lead plaintiff to prosecute claims on behalf of a proposed class of stockholders who acquired shares of the Company in connection with our IPO or SPO or between November 20, 2020 and September 19, 2022 (the "Proposed Class"). The Michigan Funds allege that statements made regarding the safety of the Company's use of EO and/or the litigation and other risks of its EO operations violated Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (when made in the registration statements for the IPO and SPO) and violated Sections 10(b), Section 20(a) and Rule 10b-5 of the Securities Exchange Act of 1934 (when made in subsequent securities filings and other contexts). The Michigan Funds seek damages and other relief on behalf of the Proposed Class. The Company believes that these claims are without merit and plans to mount a vigorous defense.

16. Financial Instruments and Financial Risk

Derivative Instruments

We do not use derivatives for trading or speculative purposes and are not a party to leveraged derivatives.

Derivatives Designated in Hedge Relationships

From time to time, the Company utilizes interest rate derivatives designated in hedge relationships to manage interest rate risk associated with our variable rate borrowings. These instruments are measured at fair value with changes in fair value recorded as a component of "Accumulated other comprehensive income (loss)" on our Consolidated Balance Sheets.

In March 2023, we entered into an interest rate swap agreement with a notional amount of $400.0 million. The interest rate swap has a forward start date of August 23, 2023 and expires on August 23, 2025. We have designated the interest rate swap as a cash flow hedge designed to hedge the variability of cash flows attributable to changes in the SOFR benchmark interest rate of our 2023 Term Loan. We receive interest at the one-month Term SOFR rate and pay a fixed interest rate under the terms of the swap agreement.

In May 2022, we entered into two interest rate cap agreements with a combined notional amount of $1,000.0 million for a total option premium of $4.1 million. The interest rate caps have a forward start date of July 31, 2023 and expire on July 31, 2024. We have designated these interest rate caps as cash flow hedges designed to hedge the variability of cash flows attributable to changes in the benchmark interest rate of our Term Loan. Under the current terms of the loan agreement, the benchmark interest rate index is expected to transition from LIBOR to the term SOFR at the earlier of June 30, 2023 or the Company's election to "early opt-in" to SOFR. Accordingly, the interest rate cap agreements hedge the variability of cash flows attributable to changes in SOFR by limiting our cash flow exposure related to the term SOFR under a portion of our variable rate borrowings to 3.5%.

In October 2021, we entered into two interest rate cap agreements with a combined notional amount of $1,000.0 million for a total option premium of $1.8 million. Both interest rate caps have a forward start date of December 31, 2022 and expire on July 31, 2023. These interest rate caps are designated as cash flow hedges and are designed to hedge the variability of cash flows attributable to changes in LIBOR (or its successor), the benchmark interest rate being hedged, by limiting our cash flow exposure related to the LIBOR base rate under a portion of our variable rate borrowings to 1.0%.

Derivatives Not Designated in Hedge Relationships

Additionally, from time to time, the Company enters into interest rate caps to manage economic risks associated with our variable rate borrowings that are not designated in hedge relationships. These instruments are recorded at fair value on the Consolidated Balance Sheets, with any changes in the value being recorded in "Interest expense, net" in the Consolidated Statements of Operations and Comprehensive Income.

The Company also routinely enters into foreign currency forward contracts to manage foreign currency exchange rate risk of our intercompany loans in certain of our international subsidiaries. The foreign currency forward contracts expire on a monthly basis.

Embedded Derivatives

We have embedded derivatives in certain of our customer and supply contracts as a result of the currency of the contract being different from the functional currency of the parties involved. Changes in the fair value of the embedded derivatives are recognized in "Other income, net" in the Consolidated Statements of Operations and Comprehensive Income.

The following table provides a summary of the notional and fair values of our derivative instruments:

(in U.S. Dollars; notional in millions, fair value in thousands)	March 31, 2023			December 31, 2022		
		Fair Value			Fair Value	
	Notional Amount	Derivative Assets	Derivative Liabilities	Notional Amount	Derivative Assets	Derivative Liabilities
Derivatives designated as hedging instruments						
Interest rate caps	**$ 2,000.0** [(a)]	**$ 24,129**	**—**	$ 2,000.0	$ 34,764	—
Interest rate swaps	**400.0** [(b)]	**—**	**2,387**	—	—	—
Derivatives not designated as hedging instruments						
Foreign currency forward contracts	**154.8**	**33**	**23**	151.5	—	272
Embedded derivatives	**172.5** [(c)]	**2,507**	**3,524**	179.9	2,721	3,508
Total	**$ 2,727.3**	**$ 26,669**	**$ 5,934**	$ 2,331.4	$ 37,485	$ 3,780

(a) $1,000.0 million notional amount of interest rate caps designated as hedging instruments have a forward start date beginning on July 31, 2023.
(b) The notional amount of interest rates swaps designated as hedging instruments reflected in the table above has a forward start date beginning on August 23, 2023.
(c) Represents the total notional amounts for certain of the Company's supply and sales contracts accounted for as embedded derivatives.

Embedded derivative assets and liabilities, interest rate caps and interest rate swaps are included in "Prepaid expenses and other current assets", "Other assets", and "Noncurrent liabilities" respectively, on our Consolidated Balance Sheets depending upon their position at period end. Embedded derivative liabilities are included in "Accrued liabilities" on the Consolidated Balance Sheets.

The following table summarize the activities of our derivative instruments for the periods presented, and the line item in which they are recorded in the Consolidated Statements of Operations and Comprehensive Income:

(thousands of U.S. dollars)

Three Months Ended March 31,	2023	2022
Unrealized gain on interest rate derivatives recorded in interest expense, net	**$ —**	$ (6,346)
Unrealized loss (gain) on embedded derivatives recorded in other income, net	**227**	(1,018)
Realized gain on interest rate derivatives recorded in interest expense, net[(a)]	**(9,648)**	—
Realized loss (gain) on foreign currency forward contracts recorded in foreign exchange (gain) loss	**449**	(1,530)

(a) For the three months ended March 31, 2023, amounts represent quarterly settlement of interest rate caps.

The following table summarizes the net gains (losses) on our cash flow hedges recognized in "Other comprehensive income (loss)" during the period:

(thousands of U.S. dollars)

Three Months Ended March 31,	**2023**	**2022**
Unrealized gain (loss) on interest rate derivatives recorded in other comprehensive income	**$ (3,372)**	$ 6,179
Amounts reclassified from accumulated other comprehensive income to interest expense	**(9,275)**	$ —
Net current period other comprehensive income (loss)	**$ (12,647)**	$ 6,179

We expect to reclassify approximately $16.7 million of net gains on derivative instruments from accumulated other comprehensive income to income during the next 12 months associated with our cash flow hedges.

Credit Risk

Certain of our financial assets, including cash and cash equivalents, are exposed to credit risk.

We are also exposed, in our normal course of business, to credit risk from our customers. As of March 31, 2023 and December 31, 2022, accounts receivable was net of an allowance for uncollectible accounts of $2.6 million and $1.9 million, respectively.

Credit risk on financial instruments arises from the potential for counterparties to default on their contractual obligations to us. We are exposed to credit risk in the event of non-performance, but do not anticipate non-performance by any of the counterparties to our financial instruments. We limit our credit risk by dealing with counterparties that are considered to be of high credit quality. In the event of non-performance by counterparties, the carrying value of our financial instruments represents the maximum amount of loss that would be incurred.

Our credit team evaluates and regularly monitors changes in the credit risk of our customers. We routinely assess the collectability of accounts receivable and maintain an adequate allowance for uncollectible accounts to address potential credit losses. The process includes a review of customer financial information and credit ratings, current market conditions as well as the expected future economic conditions that may impact the collection of trade receivables. We regularly review our customers' past due amounts through an analysis of aged accounts receivables, specific customer past due aging amounts, and the history of trade receivables written off. Upon concluding that a receivable balance is not collectible, the balance is written off against the allowance for uncollectible accounts.

Fair Value Hierarchy

The fair value of our financial instruments is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The valuation techniques we would use to determine such fair values are described as follows: Level 1—fair values determined by inputs utilizing quoted prices in active markets for identical assets or liabilities; Level 2—fair values based on observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or other inputs that are observable; Level 3—fair values determined by unobservable inputs reflecting our own assumptions, consistent with reasonably available assumptions made by other market participants.

The following table discloses the fair value of our financial assets and liabilities:

As of March 31, 2023		**Fair Value**		
(thousands of U.S. dollars)	**Carrying Amount**	**Level 1**	**Level 2**	**Level 3**
Derivatives designated as hedging instruments[(a)]				
Interest rate caps	**$ 24,129**	**$ —**	**$ 24,129**	**$ —**
Interest rate swaps	**2,387**	**—**	**2,387**	—
Derivatives not designated as hedging instruments[(b)]				
Foreign currency forward contract assets	**33**	**—**	**33**	**—**
Foreign currency forward contract liabilities	**23**	**—**	**23**	**—**
Embedded derivative assets	**2,507**	**—**	**2,507**	**—**
Embedded derivative liabilities	**3,524**	**—**	**3,524**	**—**
Current portion of long-term debt				
Term loan B, due 2026	**3,583**	**—**	**3,694**	**—**
Other long-term debt[(c)]	**448**	**—**	**448**	**—**
Long-Term Debt[(d)]				
Term loan, due 2026	**1,748,221**	**—**	**1,694,868**	**—**
Term loan B, due 2026	**474,112**	**—**	**488,806**	**—**
Finance Lease Obligations (with current portion)[(e)]	**70,323**	**—**	**70,323**	**—**

As of December 31, 2022		**Fair Value**		
(thousands of U.S. dollars)	**Carrying Amount**	**Level 1**	**Level 2**	**Level 3**
Derivatives designated as hedging instruments[(a)]				
Interest rate caps	$ 34,764	$ —	$ 34,764	$ —
Derivatives not designated as hedging instruments[(b)]				
Foreign currency forward contracts	272	—	272	—
Embedded derivative assets	2,721	—	2,721	—
Embedded derivative liabilities	3,508	—	3,508	—
Current portion of long-term debt[(c)]				
Revolving credit facility	196,672	—	$ 196,672	—
Other long-term debt	447	—	$ 447	—
Long-Term Debt[(d)]				
Term loan, due 2026	1,747,115	—	1,626,460	—
Finance Lease Obligations (with current portion)[(e)]	58,677	—	58,677	—

(a) Derivatives designated as hedging instruments are measured at fair value with changes in fair value recorded as a component of accumulated other comprehensive income (loss). Interest rate caps and swaps are valued using pricing models that incorporate observable market inputs, including interest rate and yield curves.

(b) Derivatives that are not designated as hedging instruments are measured at fair value with gains or losses recognized immediately in the Consolidated Statements of Operations and Comprehensive Income. Embedded derivatives are valued using internally developed models that rely on observable market inputs, including foreign currency forward curves. Foreign currency forward contracts are valued by reference to changes in the forward foreign currency exchange rate over the life of the contract.

(c) Carrying value of other long-term debt and revolving credit facility approximates fair value.

(d) Carrying amounts of long-term debt instruments are reported net of discounts and debt issuance costs. The estimated fair value of these instruments is based on quoted prices for the term loans due in 2026 in inactive markets as provided by an independent fixed income security pricing service. Fair value approximates carrying value for “Other long-term debt.”

(e) Fair value approximates carrying value.

17. Segment Information

We identify our operating segments based on the way we manage, evaluate and internally report our business activities for purposes of allocating resources and assessing performance. We have three reportable segments: Sterigenics, Nordion and Nelson Labs. We have determined our reportable segments based upon an assessment of organizational structure, service types, and internally prepared financial statements. Our chief operating decision-maker evaluates performance and allocates resources based on net revenues and segment income after the elimination of intercompany activities. The accounting policies of our reportable segments are the same as those described in Note 1, “Significant Accounting Policies” of the Company's annual consolidated financial statements and accompanying notes on Form 10-K for the year ended December 31, 2022.

Sterigenics

Sterigenics provides outsourced terminal sterilization and irradiation services for the medical device, pharmaceutical, food safety and advanced applications markets using three major technologies: gamma irradiation, EO processing and E-beam irradiation.

Nordion

Nordion is a leading global provider of Co-60 used in the sterilization and irradiation processes for the medical device, pharmaceutical, food safety, and high-performance materials industries, as well as in the treatment of cancer. In addition, Nordion is a leading global provider of gamma irradiation systems.

Nelson Labs

Nelson Labs provides outsourced microbiological and analytical chemistry testing and advisory services for the medical device and pharmaceutical industries.

For the three months ended March 31, 2023, two customers reported within the Nordion segment individually represented 10% or more of the segment’s total net revenues. These customers represented 54.6% and 11.3% of the total segment’s external net revenues for the three months ended March 31, 2023. The high concentration of revenues from these customers mainly stems from the low sales volume pattern in the three months ended March 31, 2023. For the three months ended March 31, 2022, five customers reported within the Nordion segment individually represented 10% or more of the segment's total net revenues. These customers represented 15.7%, 14.4%, 13.9%, 12.2%, and 11.9% of the total segment's external net revenues for the three months ended March 31, 2022.

(thousands of U.S. dollars)	Three Months Ended March 31,	
	2023	**2022**
Segment revenues[a]		
Sterigenics	**$ 159,997**	$ 149,462
Nordion	**8,551**	34,002
Nelson Labs	**52,042**	53,290
Total net revenues	**$ 220,590**	$ 236,754
Segment income[b]		
Sterigenics	**$ 82,840**	$ 79,403
Nordion	**1,526**	18,903
Nelson Labs	**14,102**	17,043
Total segment income	**$ 98,468**	$ 115,349

(a) Revenues are reported net of intersegment sales. Our Nordion segment recognized $2.9 million and $15.5 million in revenues from sales to our Sterigenics segment for the three months ended March 31, 2023 and 2022, respectively, that is not reflected in net revenues in the table above. Intersegment sales for Sterigenics and Nelson Labs are immaterial for both periods.

(b) Segment income is only provided on a net basis to the chief operating decision-maker and is reported net of intersegment profits.

Corporate operating expenses for executive management, accounting, information technology, legal, human resources, treasury, investor relations, corporate development, tax, purchasing, and marketing not directly incurred by a segment are allocated to the segments based on total net revenue. Corporate operating expenses that are directly incurred by a segment are reflected in each segment's income.

Capital expenditures by segment for the three months ended March 31, 2023 and 2022 were as follows:

(thousands of U.S. dollars)	Three Months Ended March 31,	
	2023	**2022**
Sterigenics	**$ 30,877**	$ 25,221
Nordion	**10,545**	7,090
Nelson Labs	**3,578**	3,235
Total capital expenditures	**$ 45,000**	$ 35,546

Total assets and depreciation and amortization expense by segment are not readily available and are not reported separately to the chief operating decision-maker.

A reconciliation of segment income to consolidated income before taxes is as follows:

(thousands of U.S. dollars)	Three Months Ended March 31,	
	2023	**2022**
Segment income	**$ 98,468**	$ 115,349
Less adjustments:		
Interest expense, net[(a)]	**26,540**	16,750
Depreciation and amortization[(b)]	**39,538**	36,049
Share-based compensation[(c)]	**7,348**	4,538
Gain on foreign currency and derivatives not designated as hedging instruments, net[(d)]	**535**	(6,552)
Acquisition and divestiture related charges, net[(e)]	**592**	(160)
Business optimization project expenses[(f)]	**2,534**	104
Plant closure expenses[(g)]	**(895)**	671
Professional services and other expenses relating to EO sterilization facilities[(h)]	**16,302**	18,059
Accretion of asset retirement obligation[(i)]	**572**	520
COVID-19 expenses[(j)]	**—**	103
Consolidated income before taxes	**$ 5,402**	$ 45,267

(a) The three months ended March 31, 2023 excludes $2.3 million of interest expense, net on Term Loan B attributable to the loan proceeds that were used to fund the $408.0 million Illinois EO litigation settlement. The three months ended March 31, 2022 excludes a $6.3 million net increase in the fair value of interest rate derivatives not designated as hedging instruments recorded to interest expense.

(b) Includes depreciation of Co-60 held at gamma irradiation sites.

(c) Represents share-based compensation expense to employees and Non-Employee Directors.

(d) Represents the effects of (i) fluctuations in foreign currency exchange rates, (ii) non-cash mark-to-fair value of embedded derivatives relating to certain customer and supply contracts at Nordion, and (iii) unrealized gains on interest rate caps not designated as hedging instruments.

(e) Represents (i) certain direct and incremental costs related to the acquisitions of RCA and BioScience Labs and certain related integration efforts as a result of those acquisitions, (ii) the earnings impact of fair value adjustments (excluding those recognized within amortization expense) resulting from the businesses acquired, and (iii) transition services income and non-cash deferred lease income associated with the terms of the divestiture of the Medical Isotopes business in 2018.

(f) Represents professional fees, contract termination and exit costs, severance and other payroll costs, and other costs associated with business optimization and cost savings projects relating to the integration of acquisitions, operating structure realignment and other process enhancement projects.

(g) Represents professional fees, severance and other payroll costs, and other costs, including ongoing lease and utility expenses associated with the closure of the Willowbrook, Illinois facility. The three months ended March 31, 2023 includes a $1.0 million cancellation fee received from a tenant in connection with the termination of an office space lease at the Nordion facility.

(h) Represents litigation and other professional fees associated with our EO sterilization facilities. This amount also includes $2.3 million of interest expense, net associated with Term Loan B that was issued to finance the $408.0 million cost to settle 880+ pending and threatened EO claims against the Settling Defendants in Illinois under Settlement Agreements entered into on March 28, 2023, subject to substantially all of the plaintiffs providing opt-in consents to their individual settlement allocations and dismissing their claims with prejudice. See Note 15, “Commitments and Contingencies”.

(i) Represents non-cash accretion of asset retirement obligations related to Co-60 and gamma processing facilities, which are based on estimated site remediation costs for any future decommissioning of these facilities (without regard for whether the decommissioning services would be performed by employees of Nordion, instead of by a third party) and are accreted over the life of the asset.

(j) Represents non-recurring costs associated with the COVID-19 pandemic, including incremental costs to implement workplace health and safety measures.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis in conjunction with our consolidated financial statements and related notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q, as well as the audited consolidated financial statements and notes and Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our 2022 Form 10-K. This discussion and analysis contains forward-looking statements that are based on management's current expectations, estimates and projections about our business and operations. Our actual results may differ materially from those currently anticipated and expressed in such forward-looking statements as a result of various factors, including the factors we describe in the section entitled Part II, Item 1A, "Risk Factors" in this Quarterly Report on Form 10-Q, as well as Part I, Item 1A, "Risk Factors" in our 2022 Form 10-K.

OVERVIEW

We are a leading global provider of mission-critical end-to-end sterilization solutions, lab testing and advisory services for the healthcare industry. We are driven by our mission: Safeguarding Global Health®. We provide end-to-end sterilization as well as microbiological and analytical lab testing and advisory services to help ensure that medical, pharmaceutical and food products are safe for healthcare practitioners, patients and consumers in the United States and around the world. Our services are an essential aspect of our customers' manufacturing process and supply chains, helping to ensure sterilized medical products reach healthcare practitioners and patients. Most of these services are necessary for our customers to satisfy applicable government requirements.

We serve our customers throughout their product lifecycles, from product design to manufacturing and delivery, helping to ensure the sterility, effectiveness and safety of their products for the end user. We operate across two core businesses: sterilization services and lab services. The combination of Sterigenics, our terminal sterilization business, and Nordion, our Co-60 supply business, makes us the only vertically integrated global gamma sterilization provider in the sterilization industry. For financial reporting purposes, our sterilization services business consists of two reportable segments, Sterigenics and Nordion, and our lab services business consists of one reportable segment, Nelson Labs.

For the three months ended March 31, 2023, we recorded net revenues of $220.6 million, net income of $2.8 million, Adjusted Net Income of $38.0 million and Adjusted EBITDA of $98.5 million. For the definition of Adjusted Net Income and Adjusted EBITDA and the reconciliation of these non-GAAP measures from net income, please see "Non-GAAP Financial Measures."

STRATEGIC DEVELOPMENTS AND KEY FACTORS AFFECTING OUR RESULTS OF OPERATIONS

The following summarizes strategic developments and key factors that have impacted our operating results for the three months ended March 31, 2023 and may continue to affect our performance and financial condition in future periods.

- **Business and market conditions**. Revenue and net income for the three months ended March 31, 2023 declined from the same quarter of the prior year, mainly driven by expected Nordion Co-60 harvest schedule timing, an unfavorable mix and lower volumes at Sterigenics and Nelson Labs that are typically experienced in the first quarter of the fiscal year. We expect Nordion Co-60 harvest schedules to be uneven for the remainder of 2023 and the financial contribution from Sterigenics and Nelson Labs to increase for the remainder of 2023.

  As discussed in more detail in our 2022 Form 10-K, a portion of our supply of Co-60 is generated by Russian nuclear reactors. We continue to monitor the potential for disruption in the supply of Co-60 from Russian nuclear reactors but we do not expect a material impact for the remainder of 2023 on our supply or revenue.

- **Investment initiatives.** We remain focused on investments in capacity expansions and facility improvements, as well as in our efforts to strengthen our Co-60 supply chain. For the three months ended March 31, 2023, we increased capital expenditures by $9.5 million compared to the three months ended March 31, 2022.

- **Disciplined and strategic M&A activity.** We remain committed to our highly disciplined acquisition strategy and continue to seek suitable acquisition targets.

- **Litigation costs**. We are currently the subject of tort lawsuits alleging personal injury by purported exposure to EO emitted by our former facility in Willowbrook, Illinois and current facilities in Atlanta, Georgia and Santa Teresa, New Mexico. In addition, we are defendants in a lawsuit brought by the State of New Mexico Attorney General alleging that emissions of EO from our Santa Teresa facility constitute a public nuisance and materially contributed to increased health risks suffered by residents in the area. We maintain that our former Willowbrook, Illinois operations and current Atlanta, Georgia and Santa Teresa, New Mexico operations did not pose and do not pose any safety risk to their surrounding communities. We deny these allegations and are vigorously defending against these claims.

In connection with the ongoing litigation related to our Willowbrook, Illinois, Atlanta, Georgia and Santa Teresa, New Mexico facilities, as described in Note 15, “Commitments and Contingencies”, we recorded costs of $14.0 million for the three months ended March 31, 2023.

On January 9, 2023, Sterigenics U.S., LLC and Sotera Health LLC (the "Settling Defendants") entered into binding term sheets and on March 28, 2023 the Settling Defendants entered into full agreements to settle approximately 880 pending and threatened EO claims against the Defendant Subsidiaries in the Circuit Court of Cook County, Illinois, and U.S. District Court for the Northern District of Illinois (the “Settlement Agreements”). On May 1, 2023, pursuant to the Settlement Agreements, the Company paid $408.0 million into a settlement escrow fund to settle the claims, subject to the satisfaction or waiver of certain conditions, including but not limited to substantially all of the plaintiffs providing opt-in consents to their individual settlement allocations and dismissing their claims with prejudice. The Settlement Agreements provide a pathway to comprehensively resolve the claims pending and threatened against the Company in Illinois and thereby enable the Company to focus its attention on operating the business. The Company denies any liability and maintains that its Willowbrook, Illinois operations did not pose a safety risk to the community in which it operated and believes the evidence ultimately would have compelled the rejection of the plaintiffs’ claims. See Note 15, “Commitments and Contingencies” to our consolidated financial statements.

- **Borrowings, financing costs and financial leverage**. On February 23, 2023 the Company successfully closed on a new senior secured Term Loan B facility in an aggregate principal amount of $500.0 million. The Company used the proceeds of this debt to pay down existing borrowings under the Company’s revolving credit facility and fund the $408.0 million EO litigation settlement in Cook County, Illinois. In addition, the Company plans to use the remaining proceeds to further enhance liquidity and for other general corporate purposes.

  On March 21, 2023, the Company also entered into an Incremental Facility Amendment to the First Lien Credit Agreement ("Revolving Credit Facility Amendment"), which provides for an increase in the commitments under the existing revolving credit facility in an aggregate principal amount of $76.3 million. The Revolving Credit Facility Amendment also provides additional commitments for the issuance of letters of credit under the Revolving Credit Facility in an aggregate principal amount of $165.1 million. After giving effect to the Revolving Credit Facility Amendment, the aggregate amount of the revolving commitments is $423.8 million.

CONSOLIDATED RESULTS OF OPERATIONS

Three Months Ended March 31, 2023, as compared to Three Months Ended March 31, 2022

The following table sets forth the components of our results of operations for the three months ended March 31, 2023 and 2022:

(thousands of U.S. dollars)	2023	2022	$ Change	% Change
Total net revenues	**$ 220,590**	$ 236,754	$ (16,164)	(6.8)%
Total cost of revenues	**109,087**	107,879	1,208	1.1 %
Total operating expenses	**78,137**	75,383	2,754	3.7 %
Operating income	**33,366**	53,492	(20,126)	(37.6)%
Net income	**2,842**	30,641	(27,799)	(90.7)%
Adjusted Net Income[(a)]	**38,045**	60,254	(22,209)	(36.9)%
Adjusted EBITDA[(a)]	**98,468**	115,349	(16,881)	(14.6)%

(a) Adjusted Net Income and Adjusted EBITDA are non-GAAP financial measures. For more information regarding our calculation of Adjusted Net Income and Adjusted EBITDA, including information about their limitations as tools for analysis and a reconciliation of net income, the most directly comparable financial measure calculated and presented in accordance with GAAP, to Adjusted Net Income and Adjusted EBITDA, please see the reconciliation included below in “Non-GAAP Financial Measures.”

Total Net Revenues

The following table compares our revenues by type for the three months ended March 31, 2023 to the three months ended March 31, 2022:

(thousands of U.S. dollars)

Net revenues for the three months ended March 31,	**2023**	**2022**	$ Change	% Change
Service	**$ 214,510**	$ 206,218	$ 8,292	4.0 %
Product	**6,080**	30,536	(24,456)	(80.1)%
Total net revenues	**$ 220,590**	$ 236,754	$ (16,164)	(6.8)%

Net revenues were $220.6 million in the three months ended March 31, 2023, a decrease of $16.2 million, or 6.8%, as compared with the three months ended March 31, 2022. Excluding the impact of foreign currency exchange rates, net revenues in the three months ended March 31, 2023 decreased approximately 5.3% compared with the same period in the three months ended March 31, 2022.

Service revenues

Service revenues increased $8.3 million, or 4.0%, to $214.5 million for the three months ended March 31, 2023, as compared to $206.2 million for the three months ended March 31, 2022. The growth in net service revenues was driven by favorable pricing of $9.2 million and $2.1 million in the Sterigenics and Nelson Labs segments, respectively. $2.9 million of service revenue growth was attributable to volume and mix in the Sterigenics segment. Partially offsetting these growth factors was a decline in service revenue volume of $2.8 million and $0.8 million in the Nelson Labs segment and Nordion segment, respectively, coupled with a $2.3 million unfavorable impact from changes in foreign currency exchange rates across all segments.

Product revenues

Product revenues decreased $24.5 million, or 80.1%, to $6.1 million for the three months ended March 31, 2023, as compared to $30.5 million for the three months ended March 31, 2022. The decrease in product revenues was mainly driven by expected volume decline and mix due to Co-60 harvest schedule timing in the Nordion segment and an unfavorable impact from changes in foreign exchange rates of $1.3 million.

Total Cost of Revenues

The following table compares our cost of revenues by type for the three months ended March 31, 2023 to the three months ended March 31, 2022:

(thousands of U.S. dollars)

Cost of revenues for the three months ended March 31,	**2023**	**2022**	$ Change	% Change
Service	**$ 104,210**	$ 94,576	$ 9,634	10.2 %
Product	**4,877**	13,303	(8,426)	(63.3)%
Total cost of revenues	**$ 109,087**	$ 107,879	$ 1,208	1.1 %

Total cost of revenues accounted for approximately 49.5% and 45.6% of our consolidated net revenues for the three months ended March 31, 2023 and 2022, respectively.

Cost of service revenues

Cost of service revenues increased $9.6 million, or 10.2%, for the three months ended March 31, 2023, as compared to the three months ended March 31, 2022. The growth in cost of service revenues was partially driven by $5.1 million of higher energy costs and depreciation related to capital assets recently placed in service. In addition, cost of service revenue increased by $4.1 million as a result of higher labor costs, largely stemming from both the addition of new personnel and higher compensation costs. Partially offsetting these factors was a $1.3 million favorable impact from changes in foreign currency exchange rates.

Cost of product revenues

Cost of product revenues decreased $8.4 million, or 63.3%, for the three months ended March 31, 2023, as compared to the three months ended March 31, 2022. The decrease was primarily a result of lower direct material and material transportation costs of $7.0 million coupled with an $0.8 million impact from changes in foreign currency exchange rates.

Operating Expenses

The following table compares our operating expenses for the three months ended March 31, 2023 to the three months ended March 31, 2022:

(thousands of U.S. dollars)

Operating expenses for the three months ended March 31,	**2023**	**2022**	$ Change	% Change
Selling, general and administrative expenses	**$ 61,910**	$ 59,542	$ 2,368	4.0 %
Amortization of intangible assets	**16,227**	15,841	386	2.4 %
Total operating expenses	**$ 78,137**	$ 75,383	$ 2,754	3.7 %

Operating expenses accounted for approximately 35.4% and 31.8% of our consolidated net revenues for the three months ended March 31, 2023 and 2022, respectively.

SG&A

SG&A increased $2.4 million, or 4.0%, for the three months ended March 31, 2023, as compared to the three months ended March 31, 2022. The increase was driven primarily by the following:

- $2.8 million increase in share-based compensation expense attributable to awards granted under the 2020 Omnibus Incentive Plan;
- $1.5 million in professional services fees largely related to business optimization projects;
- $1.0 million increase in business travel and management meetings costs; and
- $0.9 million in facility integration efforts mainly in connection with Nelson Labs' recent acquisitions.

Partially offsetting these factors was a $4.0 million decrease in litigation and other professional services expense associated with EO sterilization facilities.

Amortization of intangible assets

Amortization of intangible assets decreased $0.4 million, or 2.4% for the three months ended March 31, 2023, as compared to the three months ended March 31, 2022 due to changes in foreign currency exchange rates.

Interest Expense, Net

Interest expense, net increased $18.5 million, or 177.5%, for the three months ended March 31, 2023, as compared to the three months ended March 31, 2022. The variance was driven by an increase in the variable interest rate driving increased interest expense of $16.8 million on borrowings previously outstanding in the same period of the prior year coupled with interest expense of $6.6 million on incremental borrowings. In addition, we recorded a $6.3 million reduction to interest expense attributable to the favorable change in fair value of interest rate derivatives not designated as hedging instruments in the first quarter of 2022 that did not recur in the first quarter of 2023. Partially offsetting this increase was a $9.5 million reduction to interest expense attributable to favorable settlements on interest rate cap contracts and a $2.6 million increase in interest income on cash and cash equivalents on deposit at financial institutions. The weighted average interest rate on our outstanding debt was 7.85% and 3.25% at March 31, 2023 and 2022, respectively.

Foreign Exchange Loss

Foreign exchange loss was $0.3 million for the three months ended March 31, 2023 compared to $0.8 million for the three months ended March 31, 2022. The change in foreign exchange loss in our Consolidated Statements of Operations and Comprehensive Income mainly relates to short-term losses (offset by short-term gains) on sales denominated in currencies other than the functional currency of our operating entities. As described in Note 16, “Financial Instruments and Financial Risk”, we enter into monthly U.S. dollar-denominated foreign currency forward contracts to manage foreign currency exchange rate risk related to our international subsidiaries.

Other Income, Net

Other income, net was $1.3 million for the three months ended March 31, 2023 compared to $3.0 million for the three months ended March 31, 2022. The majority of the variance stemmed from a decrease in the fair value of Nordion's embedded derivative assets in the three months ended March 31, 2023, resulting in a decrease in other income of $1.3 million from the three months ended March 31, 2022.

Provision for Income Taxes

Provision for income taxes decreased $12.1 million to a net provision of $2.6 million for the three months ended March 31, 2023, as compared to $14.6 million for the three months ended March 31, 2022. The change was primarily attributable to lower pre-tax income for the three months ended March 31, 2023 compared to the three months ended March 31, 2022, partially offset by an increase in the valuation allowance against our excess interest expense carryforward balance and the foreign rate differential. The increase in the valuation allowance was a direct result of the $408.0 million Illinois EO litigation settlement, which was paid into a settlement escrow fund on May 1, 2023. This expense will eliminate a current deduction of 2023 U.S. interest and increases the valuation allowance against our excess interest expense carryforward balance.

Provision for income taxes for the three months ended March 31, 2023 differed from the statutory rate primarily due to an increase in the partial valuation allowance against our excess interest expense carryforward balance, the impact of the foreign rate differential and non-deductible compensation expense. Provision for income taxes for the three months ended March 31, 2022 differed from the statutory rate primarily due to an increase in the partial valuation allowance against our excess interest expense carryforward balance, the impact of the foreign rate differential, and tax on Global Intangible Low Taxed Income ("GILTI").

Net Income, Adjusted Net Income and Adjusted EBITDA

Net income for the three months ended March 31, 2023 was $2.8 million, as compared to $30.6 million for the three months ended March 31, 2022. Adjusted Net Income was $38.0 million for the three months ended March 31, 2023, as compared to $60.3 million for the three months ended March 31, 2022, due to the factors described above. Adjusted EBITDA was $98.5 million for the three months ended March 31, 2023, as compared to $115.3 million for the three months ended March 31, 2022, due to the factors described above. Please see "Non-GAAP Financial Measures" below for a reconciliation of Adjusted Net Income and Adjusted EBITDA to their most directly comparable financial measure calculated and presented in accordance with GAAP.

NON-GAAP FINANCIAL MEASURES

To supplement our consolidated financial statements presented in accordance with GAAP, we consider Adjusted Net Income and Adjusted EBITDA, financial measures that are not based on any standardized methodology prescribed by GAAP.

We define Adjusted Net Income as net income before amortization and certain other adjustments that we do not consider in our evaluation of our ongoing operating performance from period to period as discussed further below. We define Adjusted EBITDA as Adjusted Net Income before interest expense, depreciation (including depreciation of Co-60 used in our operations) and income tax provision applicable to Adjusted Net Income.

We use Adjusted Net Income and Adjusted EBITDA, non-GAAP financial measures, as the principal measures of our operating performance. Management believes Adjusted Net Income and Adjusted EBITDA are useful because they allow management to more effectively evaluate our operating performance and compare the results of our operations from period to period without the impact of certain non-cash items and non-routine items that we do not expect to continue at the same level in the future and other items that are not core to our operations. We believe that these measures are useful to our investors because they provide a more complete understanding of the factors and trends affecting our business than could be obtained absent this disclosure. In addition, we believe Adjusted Net Income and Adjusted EBITDA will assist investors in making comparisons to our historical operating results and analyzing the underlying performance of our operations for the periods presented. Our management also uses Adjusted Net Income and Adjusted EBITDA in its financial analysis and operational decision-making, and Adjusted EBITDA serves as the basis for the metric we utilize to determine attainment of our primary annual incentive program. Adjusted Net Income and Adjusted EBITDA may be calculated differently from, and therefore may not be comparable to, a similarly titled measure used by other companies.

Adjusted Net Income and Adjusted EBITDA should not be considered in isolation from, or as a substitute for, financial information prepared in accordance with GAAP. There are a number of limitations related to the use of Adjusted Net Income

and Adjusted EBITDA rather than net income, the nearest GAAP equivalent. For example, Adjusted Net Income and Adjusted EBITDA primarily exclude:

- certain recurring non-cash charges such as depreciation of fixed assets, although these assets may have to be replaced in the future, as well as amortization of acquired intangible assets and asset retirement obligations;
- costs of acquiring and integrating businesses, which will continue to be a part of our growth strategy;
- non-cash gains or losses from fluctuations in foreign currency exchange rates and the mark-to-fair value of derivatives not designated as hedging instruments, which includes embedded derivatives relating to certain customer and supply contracts at Nordion;
- impairment charges on long-lived assets, intangible assets and investments accounted for under the equity method;
- loss on extinguishment of debt incurred in connection with refinancing or early extinguishment of long-term debt;
- expenses and charges related to the litigation, settlement agreements, and other activities associated with our EO sterilization facilities, including those in Willowbrook, Illinois, Atlanta, Georgia and Santa Teresa, New Mexico, even though that litigation remains ongoing;
- in the case of Adjusted EBITDA, interest expense or the cash requirements necessary to service interest or principal payments on our indebtedness; and
- share-based compensation expense, which has been, and will continue to be for the foreseeable future, a significant recurring expense and an important part of our compensation strategy.

In evaluating Adjusted Net Income and Adjusted EBITDA, you should be aware that in the future, we will incur expenses similar to the adjustments in the table below. Our presentations of Adjusted Net Income and Adjusted EBITDA should not be construed as suggesting that our future results will be unaffected by these expenses or any unusual or non-recurring items. When evaluating our performance, you should consider Adjusted Net Income and Adjusted EBITDA alongside other financial performance measures, including our net income and other GAAP measures.

The following table presents a reconciliation of net income, the most directly comparable financial measure calculated and presented in accordance with GAAP to Adjusted Net Income and Adjusted EBITDA, for each of the periods indicated:

	Three Months Ended March 31,	
(thousands of U.S. dollars)	**2023**	**2022**
Net income	**$ 2,842**	$ 30,641
Amortization of intangible assets	**20,607**	20,182
Share-based compensation[(a)]	**7,348**	4,538
Loss (gain) on foreign currency and derivatives not designated as hedging instruments, net[(b)]	**535**	(6,552)
Acquisition and divestiture related charges, net[(c)]	**592**	(160)
Business optimization project expenses[(d)]	**2,534**	104
Plant closure expenses[(e)]	**(895)**	671
Professional services and other expenses relating to EO sterilization facilities[(f)]	**16,302**	18,059
Accretion of asset retirement obligations[(g)]	**572**	520
COVID-19 expenses[(h)]	**—**	103
Income tax benefit associated with pre-tax adjustments[(i)]	**(12,392)**	(7,852)
Adjusted Net Income	**38,045**	60,254
Interest expense, net[(j)]	**26,540**	16,750
Depreciation[(k)]	**18,931**	15,867
Income tax provision applicable to Adjusted Net Income[(l)]	**14,952**	22,478
Adjusted EBITDA[(m)]	**$ 98,468**	$ 115,349

(a) Represents share-based compensation expense to employees and Non-Employee Directors.

(b) Represents the effects of (i) fluctuations in foreign currency exchange rates, (ii) non-cash mark-to-fair value of embedded derivatives relating to certain customer and supply contracts at Nordion, and (iii) unrealized gains on interest rate caps not designated as hedging instruments.

(c) Represents (i) certain direct and incremental costs related to the acquisitions of RCA and BioScience Labs and certain related integration efforts as a result of those acquisitions, (ii) the earnings impact of fair value adjustments (excluding those recognized within amortization expense) resulting from the businesses acquired, and (iii) transition services

income and non-cash deferred lease income associated with the terms of the divestiture of the Medical Isotopes business in 2018.

(d) Represents professional fees, contract termination and exit costs, severance and other payroll costs, and other costs associated with business optimization and cost savings projects relating to the integration of acquisitions, operating structure realignment and other process enhancement projects.

(e) Represents professional fees, severance and other payroll costs, and other costs, including ongoing lease and utility expenses associated with the closure of the Willowbrook, Illinois facility. The three months ended March 31, 2023 includes a $1.0 million cancellation fee received from a tenant in connection with the termination of an office space lease at the Nordion facility.

(f) Represents litigation and other professional fees associated with our EO sterilization facilities. This amount also includes $2.3 million of interest expense, net associated with Term Loan B that was issued to finance the $408.0 million cost to settle 880+ pending and threatened EO claims against the Settling Defendants in Illinois under Settlement Agreements entered into on March 28, 2023, subject to substantially all of the plaintiffs providing opt-in consents to their individual settlement allocations and dismissing their claims with prejudice. See Note 15 “Commitments and Contingencies”.

(g) Represents non-cash accretion of asset retirement obligations related to Co-60 and gamma processing facilities, which are based on estimated site remediation costs for any future decommissioning of these facilities (without regard for whether the decommissioning services would be performed by employees of Nordion, instead of by a third party) and are accreted over the life of the asset.

(h) Represents non-recurring costs associated with the COVID-19 pandemic, including incremental costs to implement workplace health and safety measures.

(i) Represents the income tax impact of adjustments calculated based on the tax rate applicable to each item. We eliminate the effect of tax rate changes as applied to tax assets and liabilities and unusual items from our presentation of adjusted net income.

(j) The three months ended March 31, 2023 excludes $2.3 million of interest expense, net on Term Loan B attributable to the loan proceeds that were used to fund the $408.0 million Illinois EO litigation settlement. The three months ended March 31, 2022 excludes a $6.3 million net increase in the fair value of interest rate derivatives not designated as hedging instruments recorded to interest expense.

(k) Includes depreciation of Co-60 held at gamma irradiation sites.

(l) Represents the difference between income tax provision or benefit as determined under U.S. GAAP and the income tax provision or benefit associated with pre-tax adjustments described in footnote (i).

(m) $22.9 million and $19.8 million of the adjustments for the three months ended March 31, 2023 and 2022, respectively, are included in cost of revenues, primarily consisting of amortization of intangible assets, depreciation, and accretion of asset retirement obligations.

SEGMENT RESULTS OF OPERATIONS

We have three reportable segments: Sterigenics, Nordion and Nelson Labs. Our chief operating decision-maker evaluates performance and allocates resources within our business based on segment income, which excludes certain items which are included in income before tax as determined in our Consolidated Statements of Operations and Comprehensive Income. The accounting policies for our reportable segments are the same as those for the consolidated Company.

Our Segments

Sterigenics

Our Sterigenics business provides outsourced terminal sterilization and irradiation services for the medical device, pharmaceutical, food safety and advanced applications markets using three major technologies: gamma irradiation, EO processing and E-beam irradiation.

Nordion

Nordion is a leading global provider of Co-60 used in the sterilization and irradiation processes for the medical device, pharmaceutical, food safety, and high-performance materials industries, as well as in the treatment of cancer. In addition, Nordion is a leading global provider of gamma irradiation systems.

As a result of the time required to meet regulatory and logistics requirements for delivery of radioactive products, combined with accommodations made to our customers to minimize disruptions to their operations during the installation of Co-60,

Nordion sales patterns can often vary significantly from one quarter to the next. However, timing-related impacts on our sales performance tend to be resolved within several quarters, resulting in more consistent performance over longer periods of time. In addition, sales of gamma irradiation systems occur infrequently and tend to be for larger amounts.

Results for our Nordion segment are also impacted by Co-60 mix, harvest schedules, as well as customer, product and service mix.

Nelson Labs

Our Nelson Labs business provides outsourced microbiological and analytical chemistry testing and advisory services for the medical device and pharmaceutical industries.

For more information regarding our reportable segments, please refer to Note 17, “Segment Information” to our consolidated financial statements.

Segment Results for the Three Months Ended March 31, 2023 and 2022

The following tables compare segment net revenue and segment income for the three months ended March 31, 2023 to the three months ended March 31, 2022:

	Three Months Ended March 31,			
(thousands of U.S. dollars)	**2023**	**2022**	**$ Change**	**% Change**
Net Revenues				
Sterigenics	**$ 159,997**	$ 149,462	$ 10,535	7.0 %
Nordion	**8,551**	34,002	(25,451)	(74.9 %)
Nelson Labs	**52,042**	53,290	(1,248)	(2.3) %
Segment Income				
Sterigenics	**$ 82,840**	$ 79,403	$ 3,437	4.3 %
Nordion	**1,526**	18,903	(17,377)	(91.9) %
Nelson Labs	**14,102**	17,043	(2,941)	(17.3) %
Segment Income margin				
Sterigenics	**51.8 %**	53.1 %		
Nordion	**17.8 %**	55.6 %		
Nelson Labs	**27.1 %**	32.0 %		

Net Revenues by Segment

Sterigenics net revenues were $160.0 million for the three months ended March 31, 2023, an increase of $10.5 million, or 7.0%, as compared to the three months ended March 31, 2022. The increase reflects favorable impacts from pricing of 6.2% as well as volume and mix of 1.9%, partially offset by unfavorable impacts from changes in foreign currency exchange rates of 1.1%.

Nordion net revenues were $8.6 million for the three months ended March 31, 2023, a decrease of $25.5 million, or 74.9%, as compared to the three months ended March 31, 2022. The decrease was driven by an expected volume decline and change in mix due to Co-60 harvest schedule timing, and an unfavorable impact from changes in foreign exchange rates.

Nelson Labs net revenues were $52.0 million for the three months ended March 31, 2023, a decrease of $1.2 million, or 2.3%, as compared to the three months ended March 31, 2022. The decrease was attributable to volume decline and change in mix of 5.2% coupled with a 1.0% impact from changes in foreign currency exchange rates. Partially offsetting this decline was a favorable impact from pricing of 3.9%.

Segment Income

Sterigenics segment income was $82.8 million for the three months ended March 31, 2023, an increase of $3.4 million, or 4.3%, as compared to the three months ended March 31, 2022. The increase in segment income was primarily a result of favorable customer pricing as well as volume and mix, as referenced above. The decline in segment income margin was driven by the impact of current staffing levels versus the typical lighter first-quarter volume relative to the remainder of the year coupled with inflation, partially offset by the impacts of favorable pricing.

Nordion segment income was $1.5 million for the three months ended March 31, 2023, a decrease of $17.4 million, or 91.9%, as compared to the three months ended March 31, 2022. The decrease in segment income and segment income margin was driven by expected volume decline and change in mix stemming from Co-60 harvest schedule timing, as referenced above.

Nelson Labs segment income was $14.1 million for the three months ended March 31, 2023, a decrease of $2.9 million, or 17.3%, as compared to the three months ended March 31, 2022. The decrease in segment income was primarily a result of volume decline and change in mix, partially offset by favorable pricing, as referenced above. Segment income margin decline was also driven by the impact of current staffing levels versus the typical lighter first-quarter volume relative to the remainder of the year.

LIQUIDITY AND CAPITAL RESOURCES

Sources of Cash

The primary sources of liquidity for our business are cash flows from operations and borrowings under our credit facilities. As of March 31, 2023, we had $647.9 million of unrestricted cash and cash equivalents. This is an increase of $252.7 million from the balance at December 31, 2022. The increase in cash and cash equivalents was mainly attributable to $500.0 million in proceeds from the issuance of Term Loan B on February 23, 2023, partially offset by the $200.0 million paydown of the outstanding balance on the revolving credit facility. Our foreign subsidiaries held cash of approximately $140.2 million at March 31, 2023 and $158.3 million at December 31, 2022, to meet their liquidity needs. No material restrictions exist to accessing cash held by our foreign subsidiaries notwithstanding any potential tax consequences.

On February 23, 2023, we entered into the First Lien Credit Agreement (the “2023 Credit Agreement”), which provides for, among other things, a new Term Loan B facility in an aggregate principal amount of $500.0 million and bears interest, at the Company’s option, at a variable rate per annum equal to either (x) the Term SOFR Rate (as defined in the 2023 Credit Agreement) plus an applicable margin of 3.75% or (y) an alternative base rate (“ABR”) plus an applicable margin of 2.75%. The 2023 Credit Agreement is secured on a first priority basis on substantially all of our assets and is guaranteed by certain of our subsidiaries. It is prepayable without premium or penalty at any time six months after the closing date. The principal balance shall be paid at 1% of the aggregate principal amount ($5.0 million) per year, with the balance due at the end of 2026. The Company used the proceeds of this debt to fund a previously announced $408.0 million EO litigation settlement in Cook County, Illinois on May 1, 2023 and pay down existing borrowings under the Company’s revolving credit facility. In addition, the Company plans to use the remaining proceeds to further enhance liquidity and for general corporate purposes.

Uses of Cash

We expect that cash on hand, operating cash flows and amounts available under our credit facilities will provide sufficient working capital to operate our business, meet foreseeable liquidity requirements, including debt service on our long-term debt, make expected capital expenditures including investments in fixed assets to build and/or expand existing facilities, and meet litigation costs for at least the next 12 months. Our primary long-term liquidity requirements beyond the next 12 months will be to service our debt, make capital expenditures, and fund suitable business acquisitions. As of March 31, 2023, there were no outstanding borrowings on the Revolving Credit Facility. We expect any excess cash provided by operations will be allocated to fund capital expenditures, potential acquisitions, or for other general corporate purposes. Our ability to meet future working capital, capital expenditures and debt service requirements will depend on our future financial performance, which will be affected by a range of macroeconomic, competitive and business factors, including interest rate changes and changes in our industry, many of which are outside of our control. As of March 31, 2023, our interest rate caps limit our cash flow exposure related to LIBOR for the total principal amount outstanding on our variable rate borrowings under the Term Loan. Refer to Note 16, “Financial Instruments and Financial Risk” under the heading “Derivative Instruments” for additional information regarding the interest rate caps used to manage economic risks associated with our variable rate borrowings.

Capital Expenditures

Our capital expenditure program is a component of our long-term strategy. This program includes, among other things, investments in new and existing facilities, business expansion projects, Co-60 used by Sterigenics at its gamma irradiation facilities, cobalt development projects and information technology enhancements. During the three months ended March 31, 2023, our capital expenditures amounted to $45.0 million, compared to $35.5 million for the three months ended March 31, 2022.

Cash Flow Information

Three Months Ended March 31, 2023 compared to the Three Months Ended March 31, 2022

(thousands of U.S. dollars)	2023	2022
Net Cash Provided by (Used in):		
Operating activities	**$ 33,871**	$ 49,967
Investing activities	**(44,968)**	(35,483)
Financing activities	**273,916**	(449)
Effect of foreign currency exchange rate changes on cash and cash equivalents	**1,067**	487
Net increase in cash and cash equivalents, including restricted cash, during the period	**$ 263,886**	$ 14,522

Operating activities

Cash flows provided by operating activities decreased $16.1 million to net cash provided of $33.9 million for the three months ended March 31, 2023 compared to $50.0 million for the three months ended March 31, 2022. The decrease in cash flows from operating activities in the three months ended March 31, 2023 compared to the three months ended March 31, 2022 was driven primarily by a decrease in operating income of $20.1 million, partially offset by a decrease in cash used for working capital of $9.9 million.

Investing activities

Cash used in investing activities increased $9.5 million to net cash used of $45.0 million for the three months ended March 31, 2023 compared to $35.5 million for the three months ended March 31, 2022.The variance was primarily driven by an increase in capital expenditures of $9.5 million in the first quarter of 2023 compared to the first quarter of 2022.

Financing activities

Cash provided by financing activities increased $274.4 million to net cash used of $273.9 million for the three months ended March 31, 2023 compared to $0.4 million for the three months ended March 31, 2022. The difference was mainly attributable to $500.0 million in proceeds from the issuance of Term Loan B on February 23, 2023, partially offset by the $200.0 million paydown of the outstanding balance on the revolving credit facility and the payment of $24.5 million of debt issuance costs incurred in connection with the issuance of Term Loan B and revolving credit facility amendment in the three months ended March 31, 2023, as described in “Debt Facilities” below. Financing activities for the three months ended March 31, 2022 were insignificant.

Debt Facilities

Senior Secured Credit Facilities

On December 13, 2019, Sotera Health Holdings, LLC (“SHH”), our wholly owned subsidiary, entered into senior secured first lien credit facilities (the “Senior Secured Credit Facilities”), consisting of both a prepayable senior secured first lien term loan (the “Term Loan”) and a senior secured first lien revolving credit facility (the “Revolving Credit Facility”) pursuant to a first lien credit agreement (the “Credit Agreement”). The Revolving Credit Facility and Term Loan mature on June 13, 2026 and December 13, 2026, respectively. After giving effect to the Revolving Credit Facility Amendment (defined below), the total borrowing capacity under the Revolving Credit Facility is $423.8 million. The Senior Secured Credit Facilities also provide SHH the right at any time and under certain conditions to request incremental term loans or incremental revolving credit commitments based on a formula defined in the Senior Secured Credit Facilities. As of March 31, 2023 and December 31, 2022, total borrowings under the Term Loan were $1,763.1 million. The weighted average interest rate on borrowings under the Term Loan for the three months ended March 31, 2023 and March 31, 2022 was 7.44% and 3.25%, respectively.

On February 23, 2023, we entered into the First Lien Credit Agreement (the "2023 Credit Agreement"), which provides for, among other things, a new Term Loan B facility in an aggregate principal amount of $500.0 million and bears interest, at the Company's option, at a variable rate per annum equal to either (x) the Term SOFR Rate (as defined in the 2023 Credit Agreement) plus an applicable margin of 3.75% or (y) an alternative base rate ("ABR") plus an applicable margin of 2.75%. The 2023 Credit Agreement is secured on a first priority basis on substantially all of our assets and is guaranteed by certain of our subsidiaries. It is prepayable without premium or penalty at any time six months after the closing date. The principal balance shall be paid at 1% of the aggregate principal amount ($5.0 million) per year, with the balance due at the end of 2026. The Company used the proceeds of this debt to fund a previously announced $408.0 million EO litigation settlement in Cook County, Illinois and pay down the $200.0 million of existing borrowings under the Revolving Credit Facility concurrent with the funding of this loan on February 23, 2023. In addition, the Company plans to use the remaining proceeds to further enhance liquidity and for general corporate purposes. The weighted average interest rate on borrowings under Term Loan B for the three months ended March 31, 2023 was 8.82%.

On March 21, 2023, the Company entered into the Revolving Credit Facility Amendment, which provides for an increase in the commitments under the existing Revolving Credit Facility in an aggregate principal amount of $76.3 million. In addition, certain of the lenders providing revolving credit commitments have provided additional commitments for the issuance of the letters of credit under the Revolving Credit Facility in an aggregate principal amount of $165.1 million. The Revolving Credit Facility Amendment also provides for the replacement of the LIBOR-based reference interest rate option for revolving loans with a reference rate option based upon the Term Secured Overnight Financing Rate ("Term SOFR") or Daily Simple SOFR ("Daily SOFR") plus an applicable credit spread adjustment of 0.1% (subject to a minimum floor of 0.0%). After giving effect to the Revolving Credit Facility Amendment, the aggregate amount of the Lenders' revolving commitments is $423.8 million and the aggregate amount of letter of credit commitments is $361.3 million. Letter of credit commitments are part of and not in addition to the aggregate revolving commitments. The maturity date of the Revolving Credit Facility remains June 13, 2026. As of March 31, 2023 there were no borrowings outstanding on the Revolving Credit Facility. The Company borrowed $200.0 million on the revolving credit facility during the fourth quarter of 2022, which was repaid in the first quarter of 2023, as noted above. The weighted average interest rate on outstanding borrowings under the Revolving Credit Facility for the three months ended March 31, 2023 was 7.47%.

The Senior Secured Credit Facilities and 2023 Credit Agreement contain additional covenants that, among other things, restrict, subject to certain exceptions, our ability and the ability of our restricted subsidiaries to engage in certain activities, such as incur indebtedness or permit to exist any lien on any property or asset now owned or hereafter acquired, as specified in the Senior Secured Credit Facilities and 2023 Credit Agreement. The Senior Secured Credit Facilities and 2023 Credit Agreement also contain certain customary affirmative covenants and events of default, including upon a change of control. An event of default under the Senior Secured Credit Facilities and 2023 Credit Agreement would occur if the Company or certain of its subsidiaries received one or more enforceable judgments for payment in an aggregate amount in excess of $100.0 million, which judgment or judgments are not stayed or remain undischarged for a period of 60 consecutive days or if, in order to enforce such a judgment, a judgment creditor attached or levied upon assets that are material to the business and operations, taken as a whole, of the Company and certain of its subsidiaries. As of March 31, 2023, we were in compliance with all Senior Secured Credit Facilities and 2023 Credit Agreement covenants.

All of SHH's obligations under the Senior Secured Credit Facilities and 2023 Credit Agreement are unconditionally guaranteed by the Company and each existing and subsequently acquired or organized direct or indirect wholly-owned domestic restricted subsidiary of the Company, with customary exceptions including, among other things, where providing such guarantees is not permitted by law, regulation or contract or would result in material adverse tax consequences. All obligations under the Senior Secured Credit Facilities and 2023 Credit Agreement, and the guarantees of such obligations, are secured by substantially all assets of the borrower and guarantors, subject to permitted liens and other exceptions and exclusions, as outlined in the Senior Secured Credit Facilities and 2023 Credit Agreement.

Outstanding letters of credit are collateralized by encumbrances against the Revolving Credit Facility and the collateral pledged thereunder, or by cash placed on deposit with the issuing bank. As of March 31, 2023, the Company had $65.1 million of letters of credit issued against the Revolving Credit Facility, resulting in total availability under the Revolving Credit Facility of $358.7 million.

Term Loan Interest Rate Risk Management

The Company utilizes interest rate derivatives to reduce the variability of cash flows in the interest payments associated with our variable rate debt due to changes in LIBOR and SOFR. For additional information on the derivative instruments described above, refer to Note 16, "Financial Instruments and Financial Risk", *"Derivatives Instruments."*

Publication of all U.S. LIBOR tenors will cease after June 30, 2023. The most likely replacement benchmark is expected to be the Secured Overnight Financing Rate ("SOFR"), which has been recommended by financial regulators in the United States. We have identified our LIBOR-based exposure in our debt and outstanding interest rate derivative agreements and have addressed the LIBOR transition for those contracts. In accordance with ASC 848 *Reference Rate Reform*, we have elected to apply certain optional expedients for contract modifications and hedging relationships for derivative instruments impacted by the benchmark interest rate transition. The optional expedients remove the requirement to remeasure contract modifications or dedesignate hedging relationships impacted by reference rate reform.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of consolidated financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America requires management to make judgments, estimates and assumptions at a specific point in time and in certain circumstances that affect amounts reported in the accompanying consolidated financial statements. In preparing these consolidated financial statements, management has made its best estimates and judgments of certain amounts, giving due consideration to materiality. The application of accounting policies involves the exercise of judgment and use of assumptions as to future uncertainties and, as a result, actual results could differ from these estimates.

A comprehensive discussion of the Company's critical accounting policies and management estimates made in connection with the preparation of the financial statements is included in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2022. There have been no significant changes in critical accounting policies, management estimates or accounting policies since the year ended December 31, 2022.

NEW ACCOUNTING PRONOUNCEMENTS

For a description of recent accounting pronouncements applicable to our business, see Note 2, "Recent Accounting Standards" to our consolidated financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risks are described within "Quantitative and Qualitative Disclosures About Market Risk" in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2022. These market risks have not materially changed for the three months ended March 31, 2023.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), has evaluated the effectiveness of the Company's "disclosure controls and procedures," (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended ("Exchange Act")). Based upon their evaluation, the CEO and CFO concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, our disclosure controls and procedures are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission ("SEC"), and that such information is accumulated and communicated to our management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control

During the three months ended March 31, 2023, there were no changes in our internal control over financial reporting that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may be subject to various legal proceedings arising in the ordinary course of our business, including claims relating to personal injury, property damage, workers' compensation, employee safety and our disclosures as a Nasdaq-listed, publicly-traded company. In addition, from time to time, we receive communications from government or regulatory agencies concerning investigations or allegations of noncompliance with laws or regulations in jurisdictions in which we operate. At this time, and except as is noted herein, we are unable to predict the outcome of, and cannot reasonably estimate the impact of, any pending litigation matters, matters concerning allegations of non-compliance with laws or regulations and matters concerning other allegations of other improprieties, or the incidence of any such matters in the future. Information regarding our material legal proceedings is included below.

Legal Proceedings Described in Note 15 "Commitments and Contingencies" of Our Consolidated Financial Statements

Note 15, "Commitments and Contingencies" to our consolidated financial statements for the three months ended March 31, 2023 contained in this Quarterly Report on Form 10-Q includes information on legal proceedings that constitute material contingencies for financial reporting purposes that could have a material effect on our financial condition or results of operations. This item should be read in conjunction with Note 15 "Commitments and Contingencies" for information regarding the following legal proceedings, which information is incorporated into this item by reference:

- Ethylene Oxide Tort Litigation – Illinois, Georgia and New Mexico;
- New Mexico Attorney General Litigation; and
- Sotera Health Company Securities Litigation.

Legal Proceedings That Are Not Described in Note 15 "Commitments and Contingencies" to Our Consolidated Financial Statements

In addition to the matters that are identified in Note 15 "Commitments and Contingencies" to our consolidated financial statements for the three months ended March 31, 2023 contained in this Quarterly Report on Form 10-Q, and incorporated into this item by reference, the following matter also constitutes a pending legal proceeding, other than ordinary course litigation incidental to our business, to which we are or any of our subsidiaries is a party.

Zoetermeer, Holland Criminal Proceedings and Criminal Financial Investigation

In 2010, the Dutch Public Prosecution Service started criminal proceedings against our subsidiary DEROSS Holding B.V. ("DEROSS"), in relation to alleged environmental permit violations for EO emissions in the period from 2004 to 2009 at its Zoetermeer processing facility. On the basis of the final indictment issued in April 2017, assuming a rarely applied increasing mechanism is not applied in this case, fines in the amount of €0.8 million (US$0.9 million) may be imposed. We have also agreed to defend and indemnify the two individuals overseeing environmental compliance during the time period of the alleged claims by the Public Prosecutor. Assuming a rarely applied increasing mechanism is not applied in this case, the possible monetary penalties relating to the individuals currently are estimated at a maximum of €0.2 million (US$0.2 million).

In November 2010, the Public Prosecution Service also started a criminal financial investigation against DEROSS to determine whether it obtained illegal advantages by committing the alleged criminal offenses noted above. Any illegally obtained advantage could then be recovered from DEROSS in subsequent confiscation proceedings. The Public Prosecution Service estimates the illegally obtained advantage by DEROSS to be €0.6 million (US$0.7 million).

In February 2018, DEROSS and the two individuals received favorable judgments from the trial court, which did not hold any of them responsible for the alleged criminal offenses. In March 2018, the Public Prosecutor filed an appeal against the favorable judgments. The appeal procedure remains pending and will likely take several years to resolve.

An escrow account was established in 2011 to satisfy indemnity claims for losses related to this matter. The balance of special escrow funds as of March 31, 2023, was approximately US$1.8 million and additional cash collateral held by ABN Amro to provide security for the claims was approximately €2.4 million (US$2.6 million) as of March 31, 2023. At this time, we believe the indemnification receivable continues to be recoverable and plan to ensure escrow funds remain in place to cover outcomes of an appeal.

While we have received letters from a small number of individuals claiming to live or work in the vicinity of the Zoetermeer facility, no civil claims have been filed against DEROSS or us. It is possible that these or other individuals living in the vicinity of the Zoetermeer facility may file civil claims at some time in the future. We have not provided for a contingency reserve in connection with any civil claims as we are unable to determine the probability of an unfavorable outcome and no reasonable estimate of a loss or range of losses, if any, can be made.

Item 1A. Risk Factors.

The risk factor titled "We are subject to extensive regulatory requirements and routine regulatory audits in our operations. …" included in Part I, Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2022 is hereby updated by adding at the end thereof the paragraph immediately below. Other than such addition, the text of the risk factor is unchanged.

In April 2023, the US Environmental Protection Agency ("USEPA") proposed stricter EO regulations based on the 2016 IRIS Assessment, including (1) a proposed interim decision under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) that sets forth measures designed to mitigate EO exposure, in particular for workers exposed to EO in occupational settings, and (2) proposed amendments to the National Emission Standards for Hazardous Air Pollutants (NESHAP) that would require commercial EO sterilizers to implement additional air pollution control technologies, practices and procedures designed to further reduce EO emissions from EO facilities. These April 2023 proposals contain a number of proposed requirements that are inconsistent with existing industry practices and set forth proposed implementation timelines that would be difficult to meet at existing facilities for some of the proposed requirements; however, the proposals are currently undergoing public review and comment, which may lead to clarifications and revisions in the final USEPA regulations. Although we have been implementing enhancements at our EO sterilization facilities in the United States that we expect will facilitate our ability to meet many of the proposed requirements, certain facets of the proposed requirements are untested or not widely adopted at existing EO sterilization facilities. We are in the early stages of assessing the extent to which the proposals in their current form might require additional modifications and capital costs or might be unachievable at existing EO facilities throughout the industry.

Item 6. Exhibits.

The exhibits listed in the following Exhibit Index are filed, furnished, or incorporated by reference as part of this Quarterly Report on Form 10-Q.

		Incorporated by Reference				
Exhibit No	**Description of Exhibits**	**Form**	**File No.**	**Exhibit**	**Filing Date**	**Furnished/Filed Herewith**
31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					*
31.2	Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					*
32.1	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**
10.1	Incremental Facility Amendment No. 2, dated as of March 21, 2023, to the First Lien Credit Agreement dated as of December 13, 2019 by and among Sotera Health Company, Sotera Health Holdings, LLC, certain subsidiaries of Sotera Health Company, JPMorgan Chase Bank, N.A., as First Lien Administrative Agent and the lenders and issuing banks party thereto	8-K	001-39729	10.1	2023-03-22	
10.2	Settlement Agreement dated as of March 28, 2023 by and among Sotera Health LLC, Sterigenics U.S., LLC and Plaintiffs' Counsel (Illinois Ethylene Oxide Tort Litigation)					*
10.3	Willowbrook Group Settlement Agreement dated as of March 28, 2023 by and among Sotera Health LLC, Sterigenics U.S., LLC and Plaintiff's Executive Committee (Illinois Ethylene Oxide Tort Litigation)					*
101.INS	Inline XBRL Instance Document - The XBRL Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Label Linkbase Document					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*

* Filed Herewith
** Furnished Herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SOTERA HEALTH COMPANY

By:	/s/ Michael F. Biehl
Name:	Michael F. Biehl
Title:	Interim Chief Financial Officer
	(Principal Financial Officer)

Date: May 3, 2023

[Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K and marked with asterisks. The omitted information is (i) not material and (ii) the type that the registrant treats as private or confidential.]

SETTLEMENT AGREEMENT

between and among

Plaintiffs' Counsel (as defined herein)

and

Sotera Health (as defined herein)

and

Sterigenics US (as defined herein)

TABLE OF CONTENTS

LIST OF EXHIBITS AND APPENDICES

Exhibit A:	Executed Releases by all Settling Claimants
Exhibit B:	Form of Escrow Agreement
Exhibit C:	Settlement Funds Allocation between the Settling Claimants
Exhibit D:	Form of Stipulated Dismissals

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made as of March 28, 2023 (the "Effective Date"), by and among: (i) Sotera Health LLC, a Delaware limited liability company ("Sotera Health"); (ii) Sterigenics U.S., LLC, a Delaware limited liability company ("Sterigenics US" and, together with Sotera Health, the "Settling Defendants"); and (iii) Plaintiffs' Counsel (as defined herein). Each of Plaintiffs' Counsel, Sotera Health, and Sterigenics US is a "Party," and collectively are the "Parties."

RECITALS

A. The Parties are entering into this Agreement, solely in connection with the Settling Claimants (as defined herein), to resolve any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties (as defined herein) regarding (i) injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics US's or any Released Party's operations in or around Willowbrook, Illinois (the "Event"), (ii) any conduct arising from, relating to, or in connection with litigation concerning the Event, (iii) any actions, citations, or potential actions or citations to enforce or collect on a judgment or verdict obtained in any case arising from, relating to, or in connection with the Event, and (iv) any transfer of assets to or from any Released Party to any other entity or person ((i), (ii), (iii) and (iv) individually, the "Claim," and collectively, the "Claims"). For the avoidance of doubt, Event-related Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics US's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Event-related Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant).

B. Settling Defendants deny any liability or wrongdoing, and assert that they have meritorious defenses to the Settling Claimants' Claims. This Agreement will not be construed as evidence of or as an admission by Settling Defendants of any fault, liability, wrongdoing, or damages whatsoever. While denying any liability or wrongdoing, Settling Defendants wish to resolve the Settling Claimants' Claims in order to achieve closure and finality and to avoid the costs, expense, time, efforts, disruption, and uncertainty inherent in litigation.

WHEREFORE, the Parties, by and through counsel, hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms (designated by initial capitalization) shall have the meanings set forth in this section. Other terms, also designated by initial capitalization, may be defined elsewhere in the Agreement.

1.1. "Account" has the meaning set forth in Section 5.1.

1.2. "Action" or "Actions" means any filed legal action or proceeding asserting Claims.

1.3. "Agreement" means this Settlement Agreement, including any and all Exhibits and Appendices, as it may be amended or modified from time to time in accordance with its terms.

1.4. "Business Day" means any day other than a Saturday, Sunday, or day when banks are closed or authorized to be closed in Chicago, Illinois.

1.5. "Claim" or "Claims" have the meanings set forth in Recital A.

1.6. "Code" means the Internal Revenue Code of 1986, as amended. All references to the Code, United States Treasury Regulations, or other governmental pronouncements shall be deemed to include references to any applicable successor regulations or amending pronouncement.

1.7. "Escrow Account" has the meaning set forth in Section 4.2.

1.8. "Escrow Agent" means Citibank, N.A.

1.9. "Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit B attached hereto, to be entered into by Sterigenics US, a PEC representative, and the Escrow Agent.

1.10. "Escrow Funding Date" means (x) if the Funding Conditions (as defined herein) are satisfied, May 1, 2023, or (y) if the Funding Conditions are not satisfied on May 1, 2023, within five Business Days of the day when the Funding Conditions are satisfied.

1.11. "Final Order" means an order for which (a) no further judicial or other review is available, or (b) the time for further judicial or other review has passed with no appeal or request for judicial review having been taken.

1.12. "Funding Conditions" has the meaning set forth in Section 4.4.

1.13. "Good Faith Settlement Determination" means (i) the determination by a court of competent jurisdiction that this Agreement is in "good faith" for purposes of 740 ILCS 100/2 or the analogous law of any jurisdiction where such determination is sought, and (ii) the court approval of the Account as a qualified settlement fund that will satisfy the requirements of Section 1.468B-1(c) of the Treasury Regulations.

1.14. "Governmental Authority" means: (i) the United States federal government, or any state, the District of Columbia, territory, or possession of the United States, or other political subdivision within the United States, and (ii) any department or agency of a government referenced in (i) above, including (without limitation) the Securities and Exchange Commission.

1.15. "Group Settlement Agreement" means that certain Settlement Agreement, by and between the Settling Defendants and PEC, dated March 28, 2023.

1.16. "Group Settlement Funding Date" means the QSF Funding Date (as defined in Section 7.1 of the Group Settlement Agreement).

1.17. "GTCR" means GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; including (without limitation) GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i) GTCR LLC; GTCR L.L.C.; GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.

1.18. "Kamuda Case" means *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475.

1.19. "Legal Representative" means, as to any natural person, whether living or deceased, the estate, executor, administrator, guardian, conservator, or other legal representative thereof.

1.20. "Lien" means any known, actual, or asserted lien, subrogation right, third-party interest or adverse claim, whether statutory or otherwise, in relation to Medicare or Medicaid, any Governmental Authority, third-party provider/payor, bankruptcy trustee, or any lawyer or law firm related to any Claim.

1.21. "Lienholder" means a Person who holds a Lien.

1.22. "Mediator" means Miles Ruthberg or, should a replacement or alternate be necessary, any replacement or alternate jointly selected by the Parties.

1.23. "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 and its applicable regulations.

1.24. "PEC" or "Plaintiffs' Executive Committee" refers to and includes the following firms: Salvi, Schostok & Pritchard, PC; Romanucci & Blandin, LLC; Hart McLaughlin & Eldridge, LLC; The Collins Law Firm, PC; Smith LaCien, LLP; Tomasik Kotin Kasserman, LLC; and Miner Barnhill & Galland, PC.

1.25. "Pending Actions" means all pending Actions filed by Settling Claimants.

1.26. "Person" means a natural person, corporation, Governmental Authority, limited liability company, other company, trust, joint venture, association, partnership, or other enterprise or entity, or the Legal Representative of any of the foregoing.

1.27. "Plaintiffs' Counsel" means, individually and collectively as the context may require, any lawyers and law firms representing Settling Claimants. As of the Effective Date, this includes Salvi, Schostok & Pritchard PC for Susan and Brian Kamuda; Smith LaCien LLP for Teresa and Doug Fornek; and Romanucci & Blandin, LLC and Hart McLaughlin & Eldridge, LLC for Heather and Michael Schumacher.

1.28. "QSF Administrator" means the Person(s) selected by Plaintiffs' Counsel as set forth in Section 5.4 to perform the responsibilities assigned to the QSF Administrator under this Agreement (including administering the QSF (as defined herein)), and any replacement or alternate QSF Administrator should a replacement or alternate be necessary.

1.29. "Qualified Settlement Fund" or "QSF" has the meaning set forth in Section 5.1.

1.30. "Release" means the form of release to be submitted by Settling Claimants pursuant to Section 2.2, which is Exhibit A to this Agreement, and any modified form of release necessary to conform with applicable state law pursuant to Section 2.2.

1.31. "Released Party" or "Released Parties" means Sterigenics US, the Sotera Health Parties (as defined herein), Warburg Pincus (as defined herein), GTCR, and all their affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect partners, managers, members, shareholders, employees, directors, officers, management companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (without limitation)***** Released Parties also refers to the Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

1.32. "Settlement Administration Expenses" means the expenses incurred in connection with the administration of this settlement, including (without limitation) expenses associated with (i) establishing or maintaining the Escrow Account and (ii) establishing or maintaining the QSF.

1.33. "Settlement Funding Date" has the meaning set forth in Section 5.1.

1.34. "Settlement Funds" has the meaning set forth in Section 4.1.

1.35. "Settling Claimants" refers to, individually and collectively as the context may require, Susan Kamuda, Brian Kamuda, Teresa Fornek, Doug Fornek, Heather Schumacher, and Michael Schumacher.

1.36. "Sotera Health Parties" means Sotera Health Company; Sotera Health Holdings LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC.

1.37. "Walk Away Right" means the option to immediately terminate and nullify this Agreement in the event the Group Settlement Agreement has been terminated.

1.38. "Warburg Pincus" refers to Warburg Pincus LLC and all funds, general partners, and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including (without limitation) Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI-C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC; and their respective affiliates, parents, subsidiaries, members, officers, directors, partners, and limited partners.

2. SETTLING CLAIMANT RELEASES

2.1. Fair, Just, and Efficient Method for Resolving Claims. The Parties believe that this Agreement represents a fair, just, and efficient method for resolving the Claims.

2.2. Settling Claimants. Settling Claimants have executed the Releases attached hereto as Exhibit A and have provided Plaintiffs' Counsel stipulated dismissals substantially in the form attached hereto as Exhibit D. Subject to Section 3.2, no Settling Claimant may withdraw a Release or otherwise terminate or withdraw from the Agreement.

2.3. Jurisdiction. The Parties and the Settling Claimants accept the jurisdiction of the Circuit Court of Cook County, Illinois for all matters and decisions relative to this Agreement and all related Agreements (including, without limitation, the Release and Escrow Agreement), except to the extent the Parties have agreed to submit certain disputes to the Mediator as expressly provided by this Agreement.

3. CONSEQUENCES OF EXERCISE OF WALK AWAY RIGHT

3.1. Exercise and Notice. Settling Defendants may exercise the Walk Away Right by providing written notice to Plaintiffs' Counsel and the Mediator.

3.2. Consequences. In the event Settling Defendants exercise the Walk Away Right or otherwise fail to fund the QSF pursuant to the terms of this Agreement,

(a) This Agreement shall immediately terminate and Settling Defendants immediately shall cease to have any further financial obligations under this Agreement;

(b) To the extent Sterigenics US has deposited the Settlement Funds into the Escrow Account, the Parties shall take all necessary steps to cause the Escrow Agent to return the Settlement Funds to Sterigenics US;

(c) All Releases submitted by Settling Claimants shall be returned to Plaintiffs' Counsel and shall be null and void, *nunc pro tunc*; and

(d) Within five Business Days, the Parties will jointly petition the court to return pending cases to the status quo, including re-setting trial dates previously set for as soon as practicable.

4. SETTLING DEFENDANTS FUNDING OBLIGATIONS

4.1. Settlement Funds. The "Settlement Funds" shall be one hundred twenty-two million five hundred thousand dollars ($122,500,000).

4.2. Funding the Escrow Account. Subject to the conditions set forth in Section 4.4 below, on the Escrow Funding Date, Sterigenics US shall pay or cause to be paid the Settlement Funds by wire transfer of immediately available funds (in United States dollars) to such account at such financial institution as the Escrow Agent shall have given written notice to Sterigenics US not fewer than three Business Days prior to the Escrow Funding Date, which funds shall be held by the Escrow Agent in a segregated account (the "Escrow Account") and distributed in accordance with the Escrow Agreement and the applicable provisions of this Agreement, including (without limitation) Sections 4.4 and 5.1. The Escrow Account will be treated as owned by Sterigenics US for U.S. federal income tax purposes and shall be held at the same financial institution as the escrow account referenced in the Group Settlement Agreement.

4.3. Guarantor. Sotera Health Company, a Delaware corporation, agrees to be guarantor of Sterigenics US's obligation to comply with Section 4.2. Sotera Health Company's agreement to serve as guarantor of Sterigenics US's obligation to pay the Settlement Funds to the Escrow Account does not constitute an admission of liability or responsibility as a parent company or otherwise for the actions of Sterigenics US or any other subsidiary with respect to any of the Claims or any other claim.

4.4. Funding Conditions. Sterigenics US shall be required to fund the Escrow Account on the Escrow Funding Date only if all of the following conditions (the "Funding Conditions") have been satisfied:

(a) the continued operation of a stay on the Pending Actions, consistent with Section 6.1;

(b) the absence of any viable lawsuits, disputes, and/or claims, whether filed or unfiled, challenging this Agreement or the Group Settlement Agreement; and

(c) compliance by Plaintiffs' Counsel with all material duties and obligations set forth in this Agreement, and otherwise in connection with settlement of the Claims.

Any dispute related to whether the Funding Conditions are satisfied shall be resolved by the Mediator, whose resolution of the dispute shall be final.

4.5. Settlement Administration Expenses. The Released Parties shall not have to pay for any, or have any liability, obligation, or responsibility with respect to, Settlement Administration Expenses, which shall be borne by Plaintiffs' Counsel and Settling Claimants completely.

4.6. Return of Funds. In the event (i) the Parties fail to obtain, pursuant to Section 6.2, a Good Faith Settlement Determination for each Pending Action or (ii) the Settling Defendants exercise the Walk Away Right at

any time between the Escrow Funding Date and the Settlement Funding Date, the Parties shall take all necessary steps to cause the Escrow Agent to return the

Settlement Funds to Sterigenics US. Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties set forth in this Section 4.6 shall survive the termination of this Agreement until they have been satisfied.

5. QUALIFIED SETTLEMENT FUND

5.1. Deadline to Fund QSF. Within one Business Day of the Group Settlement Funding Date, the Settling Defendants will instruct the Escrow Agent to release the Settlement Funds, less any expenses associated with establishing or maintaining the Escrow Account, into an interest-bearing account (the "Account") created by order of the Circuit Court of Cook County, Illinois (and subject to that court's continuing jurisdiction) intended to constitute a "qualified settlement fund" (the "Qualified Settlement Fund" or "QSF") within the meaning of Section 1.468B-1 of the Treasury Regulations promulgated under the Code (such date the Escrow Agent releases the Settlement Funds into the Account, the "Settlement Funding Date").

5.2. Tax Matters and Expenses.

(a) To the fullest extent allowable under applicable law, the Qualified Settlement Fund shall be treated as being at all times a "qualified settlement fund" within the meaning of Section 1.468B-1 of the Treasury Regulations. Sterigenics US shall be treated as the "transferor" to the Qualified Settlement Fund within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Funds or any other amount transferred to the Qualified Settlement Fund pursuant to this Agreement. The QSF Administrator shall cause the filing of all tax returns required to be filed by or with respect to the Qualified Settlement Fund, paying from the Qualified Settlement Fund any taxes owed by or with respect to the Qualified Settlement Fund, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2 of the Treasury Regulations or any other applicable law with respect to the Qualified Settlement Fund or payments or distributions made from it. Sterigenics US and Plaintiffs' Counsel shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a Qualified Settlement Fund, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

(b) Any interest earned by the Account shall be for the benefit of the Settling Claimants as if it were an addition to the Settlement Funds. For the avoidance of doubt, all (i) federal, state, or local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the Qualified Settlement Fund, including any taxes, interest penalties, or tax detriments, that may be imposed upon Sterigenics US with respect to any income earned on or by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund (or any portion thereof) does not qualify as a "qualified settlement fund" for federal or state income tax purposes (hereafter referred to as "Taxes"), and (ii) expenses and costs incurred, including, but not limited to, any ethics experts, advisors, and/or consultants used in connection with the administration or tax matters for the Qualified Settlement Fund and the operation and implementation of this Section 5.2 (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section 5.2 (hereinafter referred to as "Tax Expenses"), shall be considered Settlement Administration Expenses. The QSF Administrator shall notify Plaintiffs' Counsel in writing of the fact and amount of any such payment of Taxes or Tax Expenses out of the Qualified Settlement Fund (and any withholding pursuant to this Section 5.2).

5.3. Plaintiffs' Counsel Responsibilities. Plaintiffs' Counsel shall take all required steps to establish the QSF with the same institution used to hold the QSF established for the Group Settlement Agreement and to define the powers and responsibilities of the QSF Administrator. Plaintiffs' Counsel shall provide all necessary identifying information to the Settling Defendants and the Escrow Agent regarding the QSF prior to the Escrow Agent's deposit of the Settlement Funds. For the avoidance of doubt, the expenses incurred in connection with designation of the QSF shall be considered Settlement Administration Expenses.

5.4. QSF Administrator. The Qualified Settlement Fund shall be overseen by a QSF Administrator. The QSF Administrator shall be selected by Plaintiffs' Counsel. The QSF Administrator shall be approved by the Circuit Court of Cook County, Illinois, and shall be the "Administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations. Additionally:

(a) If the QSF Administrator resigns or otherwise cannot perform its duties and responsibilities under the Agreement, a replacement will be selected by Plaintiffs' Counsel.

(b) The QSF Administrator shall be compensated for its reasonable and necessary time charges incurred in the performance of the position at a reasonable rate for the services to be performed, which, for the avoidance of doubt, shall be considered Settlement Administration Expenses.

(c) The QSF Administrator will have the sole and entire responsibility for making disbursements from the Qualified Settlement Fund of amounts to the Settling Claimants. Promptly following the Settlement Funding Date, and conditioned on the execution of the Release by the Settling Claimants, the QSF Administrator will release the amounts set forth in Exhibit C to the relevant Plaintiffs' Counsel, in trust for their respective Settling Claimant, subject to (a) any applicable lien holdbacks or payment obligations, and (b) the payment of any court-ordered common cost assessments.

5.5. Sterigenics US's Responsibilities. Neither Sterigenics US nor any Released Party shall have any liability, obligation, or responsibility with respect to (i) the investment, disbursement, or other administration or oversight of the QSF, (ii) any liability, obligation, or responsibility of the QSF Administrator pursuant to this Agreement, or (iii) any dispute between or among any Settling Claimants and their respective counsel with respect to any costs, expenses, legal fees, or litigation costs to be deducted from the QSF.

5.6. No Role for Settling Defendants in Allocation of Settlement Funds. Settling Defendants and their counsel have played no role in, will play no role in, and will neither take nor bear any responsibility for the allocation of settlement funds among the Settling Claimants and their respective counsel.

6. PENDING LITIGATION

6.1. Continuance of Stays. The relevant Parties shall stipulate to continue the stays of the Pending Actions until the earlier of (i) the dismissal of all Pending Actions, pursuant to Section 6.3 and (ii) the termination of this Agreement, including (without limitation) if the Settling Defendants exercise the Walk Away Right.

6.2. Good Faith Settlement Determination. The Parties will use their best efforts to obtain a Good Faith Settlement Determination for each Settling Claimant. If the court does not enter a Good Faith Settlement Determination, or if the Good Faith Settlement Determination is overturned on appeal, then (i) the Parties will return to mediation and use best efforts to resolve any issues and (ii) if the issues cannot be resolved, and if requested by the Settling Defendants, the Parties shall, consistent with Section 4.6, take all necessary steps to cause the Escrow Agent to return the Settlement Funds to Sterigenics US.

6.3. Dismissal. Within one Business Day of the Settlement Funding Date, Plaintiffs' Counsel shall, on behalf of each Settling Claimant, dismiss, with prejudice, the respective Actions on behalf of each Settling Claimant, and withdraw, terminate, or dismiss all citations issued to the Released Parties and all other entities in connection with the Kamuda Case. To effectuate the dismissals, the Settling Defendants shall countersign and file each Settling Claimant's executed stipulation for dismissal attached hereto as Exhibit D.

6.4. Kamuda Case Liens. Within one Business Day of the Settlement Funding Date, Plaintiffs' Counsel will, on behalf of Susan Kamuda, take any further steps necessary to terminate, remove, dissolve, or nullify the liens created by citations issued to Released Parties and other entities in connection with the Kamuda Case. Additionally, prior to the Escrow Funding Date, Plaintiffs' Counsel shall seek and obtain an order from the Circuit Court of Cook County modifying the pending citations and/or citation liens such that the Settling Defendants will be able to discharge their obligations under Section 4.2 without violating the citations or citation liens; provided that, if the QSF is not funded pursuant to the terms of this Agreement, the Parties agree to take all actions necessary (including, without limitation, to reverse any action taken with respect to this Section 6.4) to return the Parties to the status quo, as of the Effective Date, with respect to any citations and/or liens.

6.5. Other Required Court Approvals. Any additional court approval that may be required by applicable state law shall be obtained, including as follows:

(a) Plaintiffs' Counsel for a Settling Claimant will seek court approval of the settlement of any Claim brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims. The relevant Plaintiffs' Counsel will assume responsibility for all necessary filings relating to notice and approval of the settlement, including procedures for compliance with Circuit Cook of Cook County Rules 6.5 and 12.15. The Released Parties will not be responsible for the associated costs and expenses.

(b) Plaintiffs' Counsel for a Settling Claimant will seek court approval of the settlement of any Claim brought on behalf of a minor or disabled Person. The relevant Plaintiffs' Counsel will assume responsibility for all necessary probate and guardianship filings, all filings relating to court

approval of settlement, and all issues or rulings arising therefrom or related thereto, including procedures for compliance with Circuit Cook of Cook County Rules 6.4 and 12.15. The Released Parties will not be responsible for the associated costs and expenses.

7. SUBROGATION CLAIMS, LIENS, AND OTHER THIRD PARTY CLAIMS

7.1. Statutory Interest of CMS. In acknowledgement of the MMSEA, the Parties acknowledge and agree that in reaching this Agreement, the Parties have considered the statutory interest of the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services in recovering conditional payments made for medical treatment that resulted directly from injury arising from, relating to, or in connection with the Event.

7.2. Identification and Satisfaction of Liens. Plaintiffs' Counsel hereby acknowledges and agrees that Settling Claimants are solely responsible for their respective Liens, and further agrees that:

(a) Plaintiffs' Counsel shall take or facilitate the following steps to identify and satisfy any Liens under this provision:

1. Information sufficient to identify any Liens subject to mandatory reporting requirements of Section 111 of the MMSEA or reporting requirement of any other Governmental Authority ("Governmental Payor Liens") shall be provided no later than five Business Days after the Effective Date.

2. As an express condition of the distribution of allocated payments to Settling Claimants from the Qualified Settlement Fund, all entities, individuals, government programs, or Governmental Authorities who have a legitimate interest in, a Lien on, or right of subrogation with respect to Settling Claimants' Claims have been or will be notified by Settling Claimants and/or Plaintiffs' Counsel to the extent such notification is required by the laws of Illinois, or the applicable laws of any relevant jurisdiction, that a settlement has occurred and that any claims of such entities, individuals, government programs, and Governmental Authorities will be satisfied by Settling Claimant's allocated payment.

3. Plaintiffs' Counsel shall cooperate fully with Settling Defendants by executing any and all documents and providing such additional information or authorizations as may be required to comply with any mandatory reporting requirements of Section 111 of the MMSEA or reporting requirement of any other Governmental Authority. If such additional information or authorizations are required, Settling Defendants and their insurers shall organize and consolidate such requests to avoid duplication. If Medicare requires resolution under a Medicare global model for any Medicare-entitled Settling Claimant receiving payment, Plaintiffs' Counsel agree, in coordination with their represented Settling Claimants, to follow any centralized protocols to coordinate and aggregate all Settling Claimants' Lien obligations, including Medicare.

4. For each Settling Claimant subject to a Governmental Payor Lien, the amount necessary to satisfy any such Lien or Liens shall be withheld from payment to that Settling Claimant and maintained in the QSF until either (i) the receipt of written documentation that the Lien or Liens are satisfied or waived, in which event the withheld amount shall be released to the Settling Claimant; or (ii) the amounts withheld are paid directly to the Governmental Payor in satisfaction of the Lien.

(b) In reaching this Agreement and paying or causing to be paid the Settlement Amount, Settling Defendants are relying on the representations, warranties, and covenants of Plaintiffs' Counsel and, specifically, the actions that Plaintiffs' Counsel have agreed they will take or facilitate to satisfy any and all Liens and subrogation claims by any government program, Governmental Authority, attorneys, healthcare providers, or insurers, should they arise, pertaining to matters involved in or relating to the Event and this Agreement.

(c) Any interest in, Lien on, or right of subrogation with respect to their Claims by or belonging to any and all entities and individuals, including (without limitation) any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by the Settling Claimant's allocated payment.

(d) Except as expressly provided in this Agreement, neither Settling Defendants nor any other Released Party is responsible for Liens or subrogation claims against settlement payments or the

costs and expenses incurred in resolving any such Liens or subrogation claims against settlement payments.

7.3. Indemnification by Plaintiffs' Counsel. Plaintiffs' Counsel indemnifies and agrees to hold harmless each Settling Defendant and all Released Parties from any claim of any holder of a Lien on Plaintiffs' Counsel, to the extent the Lien applies to Plaintiffs' Counsel and not to any Settling Claimant.

7.4. Released Parties' Responsibility. Released Parties are not responsible for Liens or subrogation claims against settlement payments or the costs and expenses incurred in resolving any such Liens or subrogation claims against settlement payments.

8. CONFIDENTIALITY; PUBLIC STATEMENTS

8.1. Confidentiality. Settling Claimants and Plaintiffs' Counsel will not issue any press releases, press briefings, tweets, Instagram posts, or any other social media posts relating to this Agreement. Plaintiffs' Counsel will not identify Settling Defendants or Released Parties by name in any marketing communications, including websites, but may otherwise discuss information that is already in the public domain and may refer to "ethylene oxide litigation." For the avoidance of doubt, this section applies regardless of the jurisdiction in which the press release or other statement is being made or to which it is being directed.

8.2. Solicitation and Marketing.

(a) Plaintiffs' Counsel represents and warrants that they and their respective law firms have no present intention to solicit, accept, or represent new clients for the purpose of bringing any Claim against any Released Party.

(b) Plaintiffs' Counsel affirms that, to the best of their knowledge, they have ceased all advertising for Claims and have no present intention to resume such advertising. This includes purchases of Google ad words, emails or other communications with client databases regarding Claims and any other solicitation originating from any Plaintiffs' Counsel in any medium, including television, billboards, websites, blogs, internet ads or pop-ups, newspapers, magazines, Facebook, Twitter, Instagram, or other social media outlets.

8.3. Permitted Disclosures.

(a) Plaintiffs' Counsel acknowledges that Settling Defendants will be disclosing the principal terms of the overall settlement (including the total amount to be paid by the Settling Defendants) and may also disclose this Agreement and the term sheet if the Settling Defendants determine that such disclosure is required by federal securities laws and regulations. Settling Defendants will redact the allocations to the Settling Claimants as set forth in Exhibit C if they determine that such redactions are consistent with their obligations under the securities laws (as they presently believe to be the case).

(b) Notwithstanding anything in this Section 8 to the contrary, the Parties may disclose this Agreement and its terms in order to:

1. comply with any law, rule, regulation, order, or government-imposed requirement (including, for the avoidance of doubt, applicable Rules of Professional Responsibility); provided that any disclosure shall be made only with prior notice to the non-disclosing Party (unless prohibited by applicable law, rule, order, or decree or other requirement having the force of law); or

2. prove the existence of or enforce the Agreement in a court proceeding, arbitration proceeding, mediation, or as otherwise required by law or ethical obligations, such as for informed consent purposes to obtain court approval of a settlement before the Release can bind a minor or incompetent Person. The disclosing Party shall seek a protective order. If Plaintiffs' Counsel or other Party receives notice of a legal proceeding in which the court or a party requests and/or orders the disclosure of any confidential matter covered by this Agreement, notice shall be given to the other Parties forthwith and the ones giving notice shall make a motion seeking a protective order to protect the confidentiality of confidential matters under this Agreement.

9. MISCELLANEOUS

9.1. No Admission of Liability or Lack of Merit.

(a) Neither this Agreement nor any exhibit, document, or instrument delivered hereunder, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by (i) any Released Party of any fault, liability, wrongdoing, fact, or damages or of the truth of any allegations asserted by any Settling Claimant against them or (ii) any Settling Claimant of any lack of merit in the Settling Claimant's Claims.

(b) No Party shall seek to introduce into evidence or use in any judicial proceeding this Agreement, any exhibit, document, or instrument delivered hereunder, or any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, except as necessary to enforce the terms of this Agreement (or in connection with the determination of any income tax liability of a party) or any instrument executed and delivered pursuant to this Agreement (including any Release). If a Person seeks to introduce and/or use any of the matters described herein in any proceeding against any Released Party, the restrictions of this Section 9.1 shall not apply to any Released Party with respect to that Person.

9.2. Insurer Claims. For avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

9.3. Deadlines. If any action or event does not occur by the date provided by this Agreement, the Parties shall work together to adjust the dates in order for the Parties to accomplish their agreed upon desire to complete this settlement, including by invoking the assistance of the Mediator if necessary. Any agreement changing a date provided by this Agreement shall be in writing, with copies to the notice parties set forth in Section 9.5.

9.4. Tax Issues. The Parties shall cooperate with respect to compliance with any required tax reporting, including by using reasonable efforts to provide (or to cause Plaintiffs' Counsel or Plaintiffs to provide) any information or tax forms reasonably requested by the Settling Defendants or the QSF Administrator. No amount of taxes shall be withheld by any Person making a payment pursuant to the settlement in accordance with this Agreement except to the extent required by applicable law. Any amounts that are withheld in respect of taxes shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made. No Party makes any representations regarding the potential tax treatment for the transaction provided herein and, subject to Section 4.5, each Party is solely responsible for paying his, her, or its own taxes, including any tax consequences arising from, relating to, or in connection with this Agreement.

9.5. Notice. All notices, requests, demands, and other communications hereunder shall be in writing and delivered personally by email or by mail accompanied by an email copy to the recipient. Notices shall be sent to the appropriate Party at its address given below (or at such other address for such Party as shall be specified by notice given under this Agreement):

If to Plaintiffs' Counsel or Settling Claimants, to:
Salvi, Schostok & Pritchard, P.C.
161 N. Clark Street, Suite 4700
Chicago, Illinois 60601
Attn: Patrick A. Salvi
Email: psalvi2@salvilaw.com

Romanucci & Blandin, LLC
321 N. Clark Street, Suite 900
Chicago, Illinois 60654
Attn: Bryce Hensley
Email: bhensley@rblaw.net

If to Settling Defendants to:

Munger, Tolles & Olson LLP
350 South Grand Avenue
Los Angeles, CA 90071
Attn: Brad D. Brian, Esq.
Attn: Bethany Kristovich, Esq.
Attn: Juliana Yee, Esq.
Email: brad.brian@mto.com bethany.kristovich@mto.com juliana.yee@mto.com

9.6. Effective Date of Notice. Any notice, request, instruction, or other document shall be deemed to have been given as of: (i) the date so transmitted by electronic mail, (ii) on the next Business Day when sent by Federal Express or other overnight delivery service, or (iii) five Business Days after the mailing date if sent by U.S. mail, provided that if any date on which the notice or other communication shall be deemed to have been given is not a Business Day, the notice or other communication shall be deemed to have been given as of the next Business Day.

9.7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law of another jurisdiction. Any proceedings relating to this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

9.8. Consent to Submit to Jurisdiction of Court; Mediator. Except to the extent the Parties have otherwise agreed to submit certain disputes to the Mediator as provided by this Agreement, the Parties acknowledge and agree that the Circuit Court of Cook County, Illinois presiding over the *In re: Willowbrook Ethylene Oxide Litigation*, Case No. 18 L 010744, has jurisdiction to enforce this Agreement, including the adjudication of issues relating to the termination or removal of liens.

9.9. Waiver of Inconsistent Provisions of Law; Severability.

(a) To the extent permitted by applicable law and ethical requirements, and except as set forth in subsection (c) below, each Party waives any provision of law (including the common law) that renders any provision of this Agreement or Release invalid, illegal, or unenforceable in any respect.

(b) In any event, upon any determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the extent permitted by applicable law and ethical requirements.

(c) Settling Defendants' Walk Away Right is a non-severable part of this Agreement. If the Walk Away Right is determined or held to be invalid, in whole or part, then the entire Agreement is invalid and terminated and any obligations, including those relating to payment, are extinguished.

9.10. Electronic Signatures. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person.

9.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Counsel for any Party shall be authorized to assemble a composite counterpart which shall consist of one copy of each page, except the signature pages, together with multiple counterpart signature pages executed on behalf of every party to this Agreement. The composite counterpart may then be used by any Party for all purposes as the complete and executed Agreement.

9.12. Good Faith Negotiations. The Parties each acknowledge that the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by each Party's own free will; and no Party has been improperly influenced or induced to enter this Agreement as a result of any act or action on the part of any other Party or employee, agent, attorney or representative of any other Party. The Parties acknowledge that they entered into this Agreement to compromise permanently and settle the claims of any Settling Claimant, on the one hand, against Settling Defendants and/or Released Parties on the other hand, settled by the execution of this Agreement and the Settling Claimants' individual Release.

9.13. Construction. The Parties understand and agree that each term and condition of this Agreement has been mutually negotiated, prepared, and drafted, and if at any time the Parties are required to interpret or construe any term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted, or requested any term or condition.

9.14. Headings; References. The headings of the Table of Contents, Sections, and/or sub-sections of this Agreement are for convenience only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The words "include" and "including" and words of similar import when used in this Agreement or any Exhibit are not limiting and shall be construed to be followed by the words "but not limited to," whether or not they are in fact followed by those words. The definitions in this Agreement or any Exhibit apply to the singular as

well as the plural forms of such terms. Words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders. As used herein or in any Exhibit, the symbol "$" shall mean United States dollars. References to instruments or documents being delivered or submitted "by" any Person include (whether or not so specified) delivery or submission on behalf of such Person by his counsel whether or not so specified, provided that if any particular instrument or document must be executed by a particular Person, it must (unless otherwise expressly specified herein) be executed by that Person. References to any particular Section shall be deemed to refer to any and all sub-sections of that Section and any and all sub-sub-Sections of those sub-Sections, and so on.

9.15. Third Party Beneficiaries; Assignment. Except for Settling Claimants and the Released Parties and their respective successors and assigns, no provision of this Agreement is intended to create any third-party beneficiary to this Agreement. With the exception of the Sterigenics US, solely as funder of the Escrow Account, and Sotera Health Company, solely as guarantor of Sterigenics US's Escrow Account funding obligation, and notwithstanding any other provision herein, none of the Released Parties has any obligation to the Settling Claimants, financial or otherwise, under this Agreement or otherwise as a result of or in consideration for the Settling Claimants opting into the settlement or for releasing and covenanting not to sue the Released Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the Released Parties and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by the Settling Claimants or Plaintiffs' Counsel without the prior written consent of Settling Defendants. No right in a Claim or right to release a Claim may be assigned by any Settling Claimant after the Execution Date without the prior written consent of Settling Defendants. Any assignment in violation of this Section 9.15 shall be null and void *ab initio*. Any Party shall have the right to seek to avoid the effect of any such assignment made in violation of this section in proceedings before an appropriate court.

9.16. Amendments. This Agreement may be amended by (and only by) a written instrument signed by the Parties.

9.17. Further Assurances. The Parties shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by the other Party, and otherwise reasonably cooperate with the other Party in a manner consistent with the terms of this Agreement, as may be reasonably necessary to effectuate the intent, terms, and purposes of this Agreement.

9.18. Privileges Retained. Nothing in this Agreement, or the negotiations or proceedings relating to it, is intended to be, nor shall be deemed to constitute, a waiver of any applicable privileges or immunities, including (without limitation) the attorney-client privilege, the joint-defense privilege, the common interest privilege, and any attorney work product protections or immunities.

9.19. Construction. In the event any court, arbitrator, or other adjudicative body of competent jurisdiction is called upon to interpret this Agreement, the language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of which Party drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. No Party may offer in evidence or otherwise use, for purposes of suggesting any interpretation of this Agreement, any prior drafts of this Agreement.

9.20. Entire Agreement. This Agreement, including (without limitation) each Settling Claimant's executed Release, contains the entire agreement between Plaintiffs' Counsel and Settling Claimants and Settling Defendants with respect to the subject matter hereof, and supersedes and cancels all previous agreements, negotiations, and commitments in writing between the Parties with respect to the subject matter hereof.

9.21. Survival. Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties set forth in Section 4.6 shall survive the termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

SETTLING DEFENDANTS:

STERIGENICS U.S., LLC

DATED: March 28, 2023

/s/ Matthew J. Klaben

Matthew J. Klaben

Senior Vice President, General Counsel and Secretary

SOTERA HEALTH LLC

DATED: March 28, 2023

/s/ Matthew J. Klaben

Matthew J. Klaben

Senior Vice President, General Counsel and Secretary

GUARANTOR, solely as to its obligations under Section 4.3:

SOTERA HEALTH COMPANY

DATED: March 28, 2023

/s/ Alex Dimitrief

Alex Dimitrief

Senior Vice President, General Counsel and Secretary

PLAINTIFF'S COUNSEL, and on behalf of SETTLING CLAIMANTS

ROMANUCCI & BLANDIN, LLC, and on behalf of Heather and Michael Schumacher

DATED: March 28, 2023

/s/ Antonio Romanucci

Antonio Romanucci

SMITH LACIEN, LLP, and on behalf of Doug and Teresa Fornek

DATED: March 28, 2023

/s/ Brian LaCien

Brian LaCien

HART MCLAUGHLIN & ELDRIDGE, LLC, and on behalf of Heather and Michael Schumacher

DATED: March 28, 2023

/s/ Steven A. Hart

Steven A. Hart

SALVI, SCHOSTOK & PRITCHARD P.C., and on behalf of Susan and Brian Kamuda

/s/ Patrick A. Salvi, II

Patrick A. Salvi, II

[*Signature Page - Settlement Agreement by and between Plaintiffs' Counsel, Sotera Health, and Sterigenics US*]

EXHIBIT A

Executed Releases by all Settling Claimants

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is made and entered into on the date signed below by Susan Kamuda (the "Releasor") and takes effect on the Effective Date (as defined herein).

RECITALS

WHEREAS, on March 28, 2023, Sotera Health LLC and Sterigenics U.S., LLC ("Settling Defendants") and counsel for Releasor ("Releasor's Counsel") entered into a binding agreement to provide for the full and final resolution (the "Settlement Agreement") of the Releasor's Covered Claims (as defined herein), including claims that have been, could have been, or may be asserted against Settling Defendants or others for injury arising from, relating to, or in connection with the use and/or emission of ethylene oxide by and/or from Sterigenics U.S., LLC's or any other Released Party's (as defined herein) operations in or around Willowbrook, Illinois;

WHEREAS, Settling Defendants deny any and all liability with respect to the Covered Claims, and deny any liability to Releasor;

WHEREAS, in return for good and valuable consideration, which shall be ********* (the "Settlement Amount"), which shall be deposited into a qualified settlement fund to be formed under Section 468B of the Internal Revenue Code and its regulations (the "QSF"), Releasor agrees through this Release Agreement to release, settle, and discharge any and all Covered Claims against the Released Parties; and

WHEREAS, this Release Agreement is conditioned on the performance and fulfillment of conditions set forth in the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Releasor agrees as follows:

DEFINITIONS

1. **Releasor.** References to Releasor include Releasor's heirs, beneficiaries, next of kin, executors, administrators, successors, assigns, and any person or entity claiming by, through, under, or on their behalf.

2. **Releasor's Counsel**. "Releasor's Counsel" means the lawyer(s) and law firm representing Releasor in any pending Covered Claims asserted against any Released Parties.

3. **Released Parties.**

(a) "Released Party" or "Released Parties" means:

i. Sotera Health Company; Sotera Health Holdings, LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC;

ii. Sterigenics U.S., LLC;

iii. Warburg Pincus LLC and all funds, general partners and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including without limitation Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI- C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC, and their respective affiliates, members, officers, directors, partners, and limited partners;

iv. GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C., including without limitation GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i) GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, LLC;

v. all of the foregoing entities' affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect partners, managers, members, shareholders, employees, directors, officers, management companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (without limitation) *** and

vi. The Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

(b) All Released Parties are intended third-party beneficiaries of this Release Agreement.

4. **Covered Claims**. "Covered Claims" means the following categories of claims:

(a) Any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties regarding injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's or any other Released Party's operations in or around Willowbrook, Illinois ("Willowbrook Claims"). For the avoidance of doubt, Willowbrook Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Willowbrook Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant). The Willowbrook Claims include (without limitation):

i. The judgment in *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475;

ii. All claims against Sterigenics U.S., LLC as successor to Sterigenics EO, Inc., IBA S&I, Inc., Griffith Micro Science, Inc., Micro-Biotrol, Inc., and Micro- Biotrol Company related to the operations of any of those companies in or around Willowbrook, Illinois; and

iii. The following cases in the Circuit Court of Cook County, Illinois: *Kamuda v. Sterigenics U.S., LLC*, Case No. 2018-L-010475; *Fornek v. Sterigenics U.S., LLC*, Case No. 2018-L-010744; and *Schumacher v. Sterigenics U.S., LLC*, Case No. 2018-L-011939.

(b) Actions, citations, or potential actions or citations to enforce or collect on a judgment or verdict obtained in any case involving Willowbrook Claims, including but not limited to *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475, pending in the Circuit Court of Cook County, Illinois (Hon. Patrick Heneghan); and

(c) The *Bachoe v. Sotera Health Co.* action filed on November 1, 2022 in the Circuit Court of Cook County, Illinois (Case No. 2022-L-009825), the *Bachoe v. Sotera Health Co.* action now pending in the U.S. District Court for the Northern District of Illinois (Case No. 22-cv-06292), and any other actual or potential actions seeking to challenge any transfer of assets to or from Sterigenics U.S., LLC, Sotera Health LLC, or any other Released Party to any other entity or person.

5. **Effective Date**. The terms of this Release Agreement immediately become binding upon the Releasor's execution hereof (such date of execution, the "Effective Date") and without any further action required; *provided*, *however*, that the release of Covered Claims, as described in Paragraphs 6 and 7, will not become effective unless and until the Settlement Funding Date occurs (as defined in the Settlement Agreement). If the Settling Defendants opt to terminate the Settlement Agreement, this Release Agreement will be null and void *nunc pro tunc* and returned to Releasor's Counsel.

RELEASE OF CLAIMS

6. **Complete and Final Release.** As of the Effective Date, in return for the deposit of the Settlement Amount into the QSF, the sufficiency of which is acknowledged, Releasor hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, rights, actions, suits, damages, and causes of action of whatever kind, nature, or description whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor may now or may hereafter have or assert against Released Parties arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor may now or may hereafter have or assert against Released Parties for alleged injuries, losses, and damages, including pain and suffering, wrongful death, punitive damages,

survivorship, personal injuries, and related damages, and loss of services, consortium, companionship, and all other intangible losses, whether based in tort, intentional tort, contract, statute, or other theory of recovery, attorneys' fees and costs, mental or emotional distress, or for hospital, medical, nursing, or other healthcare expenses, lost wages, or any other losses or expenses, whether known or unknown, whether already in existence or to arise in the future, anticipated or not, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(b) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor's spouse (including but not limited to putative or common law spouse or domestic partner), if any, may now or may hereafter have or assert against Released Parties for alleged injuries, losses and damages, including pain and suffering, wrongful death, punitive damages, attorneys' fees and costs, loss of services, loss of companionship and/or consortium, society or support, mental or emotional distress, or for hospital, medical, or nursing or other healthcare expenses, lost wages, or any other losses and expenses, whether known or unknown, whether already in existence or to arise in the future, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(c) Without limiting the foregoing, this Release Agreement includes any and all claims against Released Parties for pecuniary loss, injury, or damage which might accrue to Releasor, his or her estate, and others by virtue of Releasor's death, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise from, relate to, or are in connection with the Covered Claims or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(d) Without limiting the foregoing, Releasor hereby agrees and covenants that Releasor will never: (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect, or otherwise enforce, any claim against any of the Released Parties constituting, arising from, relating to, or in connection with the Covered Claims, (ii) institute any new legal action against any Released Party relating to any injury Releasor has ever claimed, or may at any time hereafter claim, was caused in whole or in part by any Released Party arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims, whether in the past or in the future, and/or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that has been or may be entered against any Released Party in any legal action described in clause (ii), or (iv) maintain Releasor's pending legal action(s) against any Released Party.

(e) Without limiting the foregoing, Releasor acknowledges that the Settlement Amount shall constitute the full compensation which will ever be paid to Releasor by or on behalf of the Released Parties by reason of the claims which have been or which may ever be made against Released Parties arising out of or by reason of or in any manner connected with Releasor's injuries arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims; that neither Sterigenics U.S., LLC nor any Released Party shall have any responsibility whatsoever for the payment of Releasor's attorneys' fees or costs, or for the payment of any taxes owed by Releasor, or for satisfaction of liens associated with the allocation of settlement funds; that this Release Agreement is final and binding upon Releasor; and that no Covered Claim, derivative or otherwise, may ever be brought against Released Parties.

(f) Without limiting the foregoing, Releasor agrees to release any rights he or she may have regarding claims relating to or arising from any Covered Claim that Releasor does not know or suspect to exist at this time and that, if known by him or her, would materially affect his or her settlement with the Released Parties. Releasor expressly and knowingly waives any statutory or judicial provisions, rulings, or mandates to the contrary.

(g) Without limiting the foregoing, Releasor agrees to release all claims, past, present, and future, alleged or that could have been alleged against insurers that have any of the Released Parties as a named insured, including but not limited to Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG, relating to or arising from any Covered Claims. For the avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

(h) Without limiting the foregoing, if Releasor settles with any third party against whom claims are not released through this Release Agreement (collectively, "Non-Settling Third Parties"), Releasor will obtain a release from the Non-Settling Third Party for Released Parties for any claim for indemnity, contribution, or similar theory. If Releasor obtains a judgment against any Non-Settling Third Party, Releasor will not execute on any portion of that judgment that the Non-Settling Third Party successfully seeks from Released Parties via a claim for indemnity, contribution, or similar claim. Releasor agrees to indemnify, defend, and hold harmless Released Parties for any claims for

indemnity or contribution brought by any Non-Settling Third Parties against Released Parties arising from or relating to the Covered Claims.

7. **Other Claims.** Releasor understands and agrees that certain of Releasor's relatives, dependents, or others might have potential claims against Released Parties for the alleged injuries of Releasor. Releasor understands and agrees that by executing this Release Agreement and having the Settlement Amount deposited into the QSF, Releasor has received fair, just, and adequate consideration for any claims for the alleged injuries of Releasor which may arise from, relate to, or are in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims. Releasor understands and agrees that by executing this Release Agreement, Releasor has forever released, discharged, and given up any and all claims that Releasor or others might have against Released Parties for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Releasor specifically agrees to indemnify, defend, and hold the Released Parties harmless from and against any claim arising from, relating to, or in connection with the Covered Claims that may be brought by any beneficiary or next of kin of Releasor. Releasor agrees that such indemnification includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs, and all other costs and expenses of defending any such claim or other claim for wrongful death.

(b) Releasor warrants and represents that, apart from any liens held by the Lien Holders as defined in Paragraph 9(a) below, no claims or portion of the claims which are the subject of this Release Agreement have been assigned or otherwise transferred to any person or legal entity which claims a right thereunder as against the Releasor and/or Released Parties. Releasor specifically warrants and represents that to the extent any bankruptcy action is pending, Releasor will take all necessary actions to notify the Bankruptcy Court of this settlement and will fulfill all obligations to the Bankruptcy Court. Releasor agrees to indemnify, defend, and hold harmless Released Parties from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorneys' fees, that result from the failure, if any, of Releasor to fulfill his or her obligations to any bankruptcy court. Upon request, Releasor further agrees that he or she will provide written confirmation that he or she fulfilled any bankruptcy court obligations.

RELEASOR ACKNOWLEDGMENTS

8. **Acknowledgements by Releasor**

(a) RELEASOR IS ENTERING INTO THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF ANY RELEASED PARTY OR ANY OTHER PERSON. RELEASOR UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE AGREEMENT.

(b) Releasor acknowledges that Releasor has been informed of the terms of Settlement Agreement and has read this Release Agreement, and Releasor has had an opportunity to obtain advice from, and ask questions of, a lawyer of Releasor's choosing regarding the terms and legal effect of the Settlement Agreement, this Release Agreement and Releasor's decision to accept the Settlement Amount. Releasor further acknowledges that Releasor has been informed that the effectiveness of this Release Agreement and payment to Releasor of Releasor's settlement allocation are contingent on certain events and conditions outside of Releasor's control, including, but not limited to, the decisions by other plaintiffs alleging Covered Claims to participate in a settlement with Released Parties. Releasor acknowledges that Releasor has been informed of all these matters by Releasor's Counsel and such counsel has answered all of Releasor's questions (if any) to Releasor's satisfaction.

(c) Releasor understands that Releasor has the right to make an informed decision regarding whether to sign this Release Agreement. Releasor acknowledges that Releasor understands this Release Agreement.

(d) Releasor further understands that any amounts paid to Releasor will be transmitted from the QSF to Releasor's Counsel, in trust for Releasor, to be disbursed to Releasor subject to: (a) any applicable lien holdbacks or payment obligations, including to Releasor's counsel; (b) the payment of any court-ordered common cost assessments; and (c) the provisions of the Settlement Agreement and this Release Agreement. Released Parties take and bear no responsibility for the maintenance of funds in trust, or distribution or withholding of settlement funds from Releasor's Counsel to Releasor.

(e) Releasor understands and acknowledges that Released Parties and their counsel have played no role in, and take and bear no responsibility for, the allocation of settlement amounts among settling

plaintiffs or the allocation of settlement funds between settling plaintiffs and settling plaintiffs' counsel.

(f) Releasor acknowledges that Releasor's Counsel have been available to assist Releasor in the informed consent process and to answer any questions that Releasor might have had about the Settlement Agreement or this Release Agreement.

(g) Neither Settling Defendants nor any Released Party has provided tax advice to Releasor. All parties to this Release Agreement understand and expressly agree that any income or other tax payable by the Releasor under applicable law, including any interest or penalties (if any) ultimately determined to be payable, as well as any federal, state or local reporting or payment obligations resulting from or attributable to the settlement funds, are the sole responsibility of Releasor. The Settling Defendants, Released Parties, and Releasor acknowledge and agree that $***** of Releasor's total allocated settlement funds constitute payment for Releasor's $***** judgment for claims of personal physical injuries and physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as amended, and emotional distress due to such personal physical injuries or physical sickness. Unless otherwise required by a change in applicable law, Settling Defendants and Released Parties do not intend to issue an IRS Form 1099 that reports this excludible portion as income to Releasor. Settling Defendants, Released Parties, and Releasor further recognize that the balance of Releasor's allocated settlement funds, or $*****, constitutes payment for Releasor's other, taxable claims, and is expected to be reported to Releasor on an IRS Form 1099-MISC. No later than ten days in advance of the transfer of any settlement funds to Releasor, Releasor shall provide the QSF administrator, the Settling Defendants and their respective authorized agents with a duly completed and signed IRS Form W-9, in form and substance reasonably satisfactory to the QSF administrator and the Settling Defendants, certifying that Releasor is a U.S. citizen or other U.S. person and not subject to backup withholding.

(h) Releasor understands and agrees that a substantial reason for Settling Defendants agreeing to pay and paying the money referenced in this Release Agreement is the settlement, release, and elimination of any and all claims that Releasor or others have now or in the future might have, absent this Release Agreement, for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

LIENS AND SUBROGATION CLAIMS

9. **Releasor's Responsibility for Liens and Subrogation Claims**.

(a) Releasor is solely responsible for any liens and agrees to pay or has paid any liens held by or amounts owed to third parties, whether persons or entities, including any state or federal government entities, individual healthcare providers, insurers, litigation funders, or attorneys (all hereinafter "Lien Holders[1]"), arising out of or related to Releasor's Covered Claims. Releasor also agrees that any liens based on any hospital or medical expenses incurred as a result of Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims will be resolved and/or satisfied by Releasor. Releasor will indemnify, defend, and hold harmless Released Parties from claims by any Lien Holders, actual or asserted.

(b) Releasor agrees that any interest in, lien on, or right of subrogation in his or her Covered Claims by or belonging to any and all entities and individuals, including without limitation any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by Releasor's allocated payment.

(c) Releasor agrees that Released Parties are not responsible for liens or subrogation claims against any settlement payments or the costs and expenses incurred in resolving any such liens or subrogation claims against settlement payments.

(d) Releasor acknowledges that lien resolution may take place pursuant to a Medicare global model for any Medicare-entitled Releasor receiving payment under the Release Agreement. Releasor and Releasor's Counsel agree to follow any centralized protocols to coordinate and aggregate the resolution of all Releasor's lien obligations, including Medicare.

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[1] For purposes of this Release Agreement, the term Lien Holder shall expressly include (without limitation) the following: workers' compensation carriers, health insurers, healthcare providers, Medicare, Medicaid, the U.S. Department of Veterans Affairs, the U.S. Department of Defense, TRICARE, Indian Health Services, litigation funders, attorneys, and any other private or public individual, entity, or program that holds liens or is owed payment arising out of or related to Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims.

(e) Releasor understands and agrees that as a condition to the disbursement of the allocated settlement funds to Releasor, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall ensure that: (1) any and all known medical liens, claims arising from medical expenses, past, present, and/or future, and/or other liens including but not restricted to liens and/or claims by any Lien Holder (hereinafter "Liens"), incurred as a result of Releasor's claims or claimed injuries arising from, relating to, or in connection with the Covered Claims have been, or will be, resolved, or that a holdback amount has been agreed to with Medicare, and (2) each Lien asserted by a state or federal government, individual healthcare provider, insurer, litigation funders, and/or attorney Lien Holder has been, or will be, resolved. In addition to the foregoing, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with mandatory reporting requirements.

(f) Releasor further agrees to cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA § 111"). If Releasor is found to be Medicare eligible, Sterigenics U.S., LLC, as the Responsible Reporting Entity (under the provisions of MMSEA § 111) shall report the settlement in accordance with MMSEA § 111, and will share the same with Releasor's Counsel. Releasor further specifically releases and relinquishes any and all right to and claim for any private cause of action pursuant to 42 U.S.C. § 1395y(b)(3)(A).

(g) In addition, Releasor expressly agrees and undertakes to indemnify, defend, and hold harmless the Released Parties from all costs and expenses incurred on account of any claims, demands, rights or causes of action by any other person or entity claiming:

i. a right on behalf of or through the Releasor as against the Released Parties;

ii. a Lien upon, subrogated interest in, or right or entitlement to the proceeds of the settlement;

iii. a right to reimbursement or subrogation for any reason arising out of the consideration payable under this Release Agreement;

iv. a right to recovery by, or reimbursement to, the appropriate funds for conditional payments made or to be made by The Centers for Medicare and Medicaid Services (such payments, "Government Health Payments") with respect to covered items and services (or any portion thereof), pursuant to 42 U.S.C. § 1395y(b), and corresponding regulations, including but not limited to 42 CFR § 411.22 and 42 CFR § 411.24, including any amendments thereto or interpretations thereof that may be placed upon such statutes and regulations by any state or federal court (sometimes known as the "Medicare Secondary Payor" laws and program). Releasor expressly agrees that he or she assumes full responsibility for satisfying any and all notification, reimbursement and recovery obligations owed with respect to Government Health Payments; or

v. a right against Released Parties due to the fact that Releasor is, in fact, a party to bankruptcy proceedings at such time as to affect the rights of Released Parties under this Release Agreement.

(h) Releasor further expressly agrees and covenants to release, discharge, forever indemnify, defend, and hold harmless the Released Parties and their attorneys from any Liens and/or claims which may arise or may have arisen in favor of Medicare, Medicaid, any other government program or any other governmental entity, federal, state or local, by operation of law or equity, for medical expenses, disability benefits, or any other charge or expense, directly or indirectly relating to Releasor's injuries arising from, relating to, or in connection with the Covered Claims. The indemnification set forth in this Section specifically includes, but is not limited to, the payment of all reasonable costs and expenses of investigation, defense, settlement, attorney fees, judgments, court costs, and all other costs and expenses of defending such claims. Releasor's total indemnification obligations under this Release Agreement shall not exceed Releasor's settlement amount.

OTHER PROVISIONS

10. **Good Faith Settlement Determination**. If requested by any Released Party, Releasor will cooperate and use best efforts to obtain a Good Faith Settlement Determination.

11. **Choice of Law**. This Release Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

12. **Competence**. Releasor warrants and represents that he or she is of legal age and legally competent to execute this Release Agreement, that no promise or condition not contained or expressly referenced in this Release Agreement has been made to him or her, and that Releasor has been fully informed of the terms of this Release Agreement through discussions with Releasor's Counsel. No term in this Release Agreement shall be construed against any party on the basis that the party drafted the Release Agreement.

[*signature page follows*]

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned Releasor certifies that the statements set forth in this Release Agreement are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the Releasor verily believes the same to be true.

In so signing, I acknowledge that all provisions have been fully agreed to, understood and comprehended by me, and that I enter into this Release Agreement knowingly and voluntarily for the purpose of making a full and final compromise and settlement of any and all claims arising out of the matters referred to above. This certification shall have the same effect as a verification provided and sworn under oath.

/s/ Susan M. Kamuda

SIGNATURE OF RELEASOR

FULL NAME OF RELEASOR: Susan Kamuda

DATE: 3/27/2023

RELEASOR DOB: **********

RELEASOR SSN: *********

STATE OF ILLINOIS

COUNTY OF DuPage

SETTLING DEFENDANTS

Acknowledged:

SOTERA HEALTH LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

STERIGENICS U.S., LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is made and entered into on the date signed below by Brian Kamuda (the "Releasor") and takes effect on the Effective Date (as defined herein).

RECITALS

WHEREAS, on March 28, 2023, Sotera Health LLC and Sterigenics U.S., LLC ("Settling Defendants") and counsel for Releasor ("Releasor's Counsel") entered into a binding agreement to provide for the full and final resolution (the "Settlement Agreement") of the Releasor's Covered Claims (as defined herein), including claims that have been, could have been, or may be asserted against Settling Defendants or others for injury arising from, relating to, or in connection with the use and/or emission of ethylene oxide by and/or from Sterigenics U.S., LLC's or any other Released Party's (as defined herein) operations in or around Willowbrook, Illinois;

WHEREAS, Settling Defendants deny any and all liability with respect to the Covered Claims, and deny any liability to Releasor;

WHEREAS, in return for good and valuable consideration, which shall be ***** (the "Settlement Amount"), Releasor agrees through this Release Agreement to release, settle, and discharge any and all Covered Claims against the Released Parties; and

WHEREAS, this Release Agreement is conditioned on the performance and fulfillment of conditions set forth in the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Releasor agrees as follows:

DEFINITIONS

1. **Releasor.** References to Releasor include Releasor's heirs, beneficiaries, next of kin, executors, administrators, successors, assigns, and any person or entity claiming by, through, under, or on their behalf.

2. **Releasor's Counsel**. "Releasor's Counsel" means the lawyer(s) and law firm representing Releasor in any pending Covered Claims asserted against any Released Parties.

3. **Released Parties.**

(a) "Released Party" or "Released Parties" means:

i. Sotera Health Company; Sotera Health Holdings, LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC;

ii. Sterigenics U.S., LLC;

iii. Warburg Pincus LLC and all funds, general partners and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including without limitation Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI- C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC, and their respective affiliates, members, officers, directors, partners, and limited partners;

iv. GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C., including without limitation GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i) GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, LLC;

v. all of the foregoing entities' affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect partners, managers, members, shareholders, employees, directors, officers, management

companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (without limitation)*****; and

vi. The Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

(b) All Released Parties are intended third-party beneficiaries of this Release Agreement.

4. **Covered Claims**. "Covered Claims" means the following categories of claims:

(a) Any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties regarding injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's or any other Released Party's operations in or around Willowbrook, Illinois ("Willowbrook Claims"). For the avoidance of doubt, Willowbrook Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Willowbrook Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant). The Willowbrook Claims include (without limitation):

i. The judgment in *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475;

ii. All claims against Sterigenics U.S., LLC as successor to Sterigenics EO, Inc., IBA S&I, Inc., Griffith Micro Science, Inc., Micro-Biotrol, Inc., and Micro- Biotrol Company related to the operations of any of those companies in or around Willowbrook, Illinois; and

iii. The following cases in the Circuit Court of Cook County, Illinois: *Kamuda v. Sterigenics U.S., LLC*, Case No. 2018-L-010475; *Fornek v. Sterigenics U.S., LLC*, Case No. 2018-L-010744; and *Schumacher v. Sterigenics U.S., LLC*, Case No. 2018-L-011939.

(b) Actions, citations, or potential actions or citations to enforce or collect on a judgment or verdict obtained in any case involving Willowbrook Claims, including but not limited to *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475, pending in the Circuit Court of Cook County, Illinois (Hon. Patrick Heneghan); and

(c) The *Bachoe v. Sotera Health Co.* action filed on November 1, 2022 in the Circuit Court of Cook County, Illinois (Case No. 2022-L-009825), the *Bachoe v. Sotera Health Co.* action now pending in the U.S. District Court for the Northern District of Illinois (Case No. 22-cv-06292), and any other actual or potential actions seeking to challenge any transfer of assets to or from Sterigenics U.S., LLC, Sotera Health LLC, or any other Released Party to any other entity or person.

5. **Effective Date**. The terms of this Release Agreement immediately become binding upon the Releasor's execution hereof (such date of execution, the "Effective Date") and without any further action required; *provided, however*, that the release of Covered Claims, as described in Paragraphs 6 and 7, will not become effective unless and until the Settlement Funding Date occurs (as defined in the Settlement Agreement). If the Settling Defendants opt to terminate the Settlement Agreement, this Release Agreement will be null and void *nunc pro tunc* and returned to Releasor's Counsel.

RELEASE OF CLAIMS

6. **Complete and Final Release.** As of the Effective Date, in return for the Settlement Amount, the sufficiency of which is acknowledged, Releasor hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, rights, actions, suits, damages, and causes of action of whatever kind, nature, or description whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor may now or may hereafter have or assert against Released Parties arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor may now or may hereafter have or assert against Released Parties for alleged injuries, losses, and damages, including pain and suffering, wrongful death, punitive damages, survivorship, personal injuries, and related damages, and loss of services, consortium, companionship, and all other intangible losses, whether based in tort, intentional tort, contract, statute, or other theory of recovery, attorneys' fees and costs, mental or emotional distress, or for hospital, medical, nursing, or other healthcare expenses, lost wages, or any other losses or

expenses, whether known or unknown, whether already in existence or to arise in the future, anticipated or not, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(b) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor's spouse (including but not limited to putative or common law spouse or domestic partner), if any, may now or may hereafter have or assert against Released Parties for alleged injuries, losses and damages, including pain and suffering, wrongful death, punitive damages, attorneys' fees and costs, loss of services, loss of companionship and/or consortium, society or support, mental or emotional distress, or for hospital, medical, or nursing or other healthcare expenses, lost wages, or any other losses and expenses, whether known or unknown, whether already in existence or to arise in the future, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(c) Without limiting the foregoing, this Release Agreement includes any and all claims against Released Parties for pecuniary loss, injury, or damage which might accrue to Releasor, his or her estate, and others by virtue of Releasor's death, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise from, relate to, or are in connection with the Covered Claims or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(d) Without limiting the foregoing, Releasor hereby agrees and covenants that Releasor will never: (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect, or otherwise enforce, any claim against any of the Released Parties constituting, arising from, relating to, or in connection with the Covered Claims, (ii) institute any new legal action against any Released Party relating to any injury Releasor has ever claimed, or may at any time hereafter claim, was caused in whole or in part by any Released Party arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims, whether in the past or in the future, and/or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that has been or may be entered against any Released Party in any legal action described in clause (ii), or (iv) maintain Releasor's pending legal action(s) against any Released Party.

(e) Without limiting the foregoing, Releasor acknowledges that the Settlement Amount shall constitute the full compensation which will ever be paid to Releasor by or on behalf of the Released Parties by reason of the claims which have been or which may ever be made against Released Parties arising out of or by reason of or in any manner connected with Releasor's injuries arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims; that neither Sterigenics U.S., LLC nor any Released Party shall have any responsibility whatsoever for the payment of Releasor's attorneys' fees or costs, or for the payment of any taxes owed by Releasor, or for satisfaction of liens associated with the allocation of settlement funds; that this Release Agreement is final and binding upon Releasor; and that no Covered Claim, derivative or otherwise, may ever be brought against Released Parties.

(f) Without limiting the foregoing, Releasor agrees to release any rights he or she may have regarding claims relating to or arising from any Covered Claim that Releasor does not know or suspect to exist at this time and that, if known by him or her, would materially affect his or her settlement with the Released Parties. Releasor expressly and knowingly waives any statutory or judicial provisions, rulings, or mandates to the contrary.

(g) Without limiting the foregoing, Releasor agrees to release all claims, past, present, and future, alleged or that could have been alleged against insurers that have any of the Released Parties as a named insured, including but not limited to Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG, relating to or arising from any Covered Claims. For the avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

(h) Without limiting the foregoing, if Releasor settles with any third party against whom claims are not released through this Release Agreement (collectively, "Non-Settling Third Parties"), Releasor will obtain a release from the Non-Settling Third Party for Released Parties for any claim for indemnity, contribution, or similar theory. If Releasor obtains a judgment against any Non-Settling Third Party, Releasor will not execute on any portion of that judgment that the Non-Settling Third Party successfully seeks from Released Parties via a claim for indemnity, contribution, or similar claim. Releasor agrees to indemnify, defend, and hold harmless Released Parties for any claims for indemnity or contribution brought by any Non-Settling Third Parties against Released Parties arising from or relating to the Covered Claims.

7. **Other Claims.** Releasor understands and agrees that certain of Releasor's relatives, dependents, or others might have potential claims against Released Parties for the alleged injuries of Releasor. Releasor understands and agrees that by executing this Release Agreement and receiving the Settlement Amount, Releasor has received fair, just, and adequate consideration for any claims for the alleged injuries of Releasor which may arise from, relate to, or are in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims. Releasor understands and agrees that by executing this Release Agreement, Releasor has forever released, discharged, and given up any and all claims that Releasor or others might have against Released Parties for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Releasor specifically agrees to indemnify, defend, and hold the Released Parties harmless from and against any claim arising from, relating to, or in connection with the Covered Claims that may be brought by any beneficiary or next of kin of Releasor. Releasor agrees that such indemnification includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs, and all other costs and expenses of defending any such claim or other claim for wrongful death.

(b) Releasor warrants and represents that, apart from any liens held by the Lien Holders as defined in Paragraph 9(a) below, no claims or portion of the claims which are the subject of this Release Agreement have been assigned or otherwise transferred to any person or legal entity which claims a right thereunder as against the Releasor and/or Released Parties. Releasor specifically warrants and represents that to the extent any bankruptcy action is pending, Releasor will take all necessary actions to notify the Bankruptcy Court of this settlement and will fulfill all obligations to the Bankruptcy Court. Releasor agrees to indemnify, defend, and hold harmless Released Parties from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorneys' fees, that result from the failure, if any, of Releasor to fulfill his or her obligations to any bankruptcy court. Upon request, Releasor further agrees that he or she will provide written confirmation that he or she fulfilled any bankruptcy court obligations.

RELEASOR ACKNOWLEDGMENTS

8. **Acknowledgements by Releasor**.

(a) RELEASOR IS ENTERING INTO THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF ANY RELEASED PARTY OR ANY OTHER PERSON. RELEASOR UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE AGREEMENT.

(b) Releasor acknowledges that Releasor has been informed of the terms of Settlement Agreement and has read this Release Agreement, and Releasor has had an opportunity to obtain advice from, and ask questions of, a lawyer of Releasor's choosing regarding the terms and legal effect of the Settlement Agreement, this Release Agreement and Releasor's decision to accept the Settlement Amount. Releasor further acknowledges that Releasor has been informed that the effectiveness of this Release Agreement and payment to Releasor of Releasor's settlement allocation are contingent on certain events and conditions outside of Releasor's control, including, but not limited to, the decisions by other plaintiffs alleging Covered Claims to participate in a settlement with Released Parties. Releasor acknowledges that Releasor has been informed of all these matters by Releasor's Counsel and such counsel has answered all of Releasor's questions (if any) to Releasor's satisfaction.

(c) Releasor understands that Releasor has the right to make an informed decision regarding whether to sign this Release Agreement. Releasor acknowledges that Releasor understands this Release Agreement.

(d) Releasor further understands that any amounts paid to Releasor will be transmitted from the qualified settlement fund to Releasor's Counsel, in trust for Releasor, to be disbursed to Releasor subject to: (a) any applicable lien holdbacks or payment obligations, including to Releasor's counsel; (b) the payment of any court-ordered common cost assessments; and (c) the provisions of the Settlement Agreement and this Release Agreement. Released Parties take and bear no responsibility for the maintenance of funds in trust, or distribution or withholding of settlement funds from Releasor's Counsel to Releasor.

(e) Releasor understands and acknowledges that Released Parties and their counsel have played no role in, and take and bear no responsibility for, the allocation of settlement amounts among settling plaintiffs or the allocation of settlement funds between settling plaintiffs and settling plaintiffs' counsel.

(f) Releasor acknowledges that Releasor's Counsel have been available to assist Releasor in the informed consent process and to answer any questions that Releasor might have had about the Settlement Agreement or this Release Agreement.

(g) The parties acknowledge and agree that the Settlement Amount is intended to constitute damages for personal physical injuries or physical sickness within the meaning of section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the Covered Claims, and no portion of the proceeds paid to Releasor from the Settlement Amount is intended to be for punitive or exemplary damages, nor prejudgment or post-judgment interest, nor non-physical injuries.

(h) Releasor understands and agrees that a substantial reason for Settling Defendants agreeing to pay and paying the money referenced in this Release Agreement is the settlement, release, and elimination of any and all claims that Releasor or others have now or in the future might have, absent this Release Agreement, for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

LIENS AND SUBROGATION CLAIMS

9. **Releasor's Responsibility for Liens and Subrogation Claims**.

(a) Releasor is solely responsible for any liens and agrees to pay or has paid any liens held by or amounts owed to third parties, whether persons or entities, including any state or federal government entities, individual healthcare providers, insurers, litigation funders, or attorneys (all hereinafter "Lien Holders[1]"), arising out of or related to Releasor's Covered Claims. Releasor also agrees that any liens based on any hospital or medical expenses incurred as a result of Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims will be resolved and/or satisfied by Releasor. Releasor will indemnify, defend, and hold harmless Released Parties from claims by any Lien Holders, actual or asserted.

(b) Releasor agrees that any interest in, lien on, or right of subrogation in his or her Covered Claims by or belonging to any and all entities and individuals, including without limitation any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by Releasor's allocated payment.

(c) Releasor agrees that Released Parties are not responsible for liens or subrogation claims against any settlement payments or the costs and expenses incurred in resolving any such liens or subrogation claims against settlement payments.

(d) Releasor acknowledges that lien resolution may take place pursuant to a Medicare global model for any Medicare-entitled Releasor receiving payment under the Release Agreement. Releasor and Releasor's Counsel agree to follow any centralized protocols to coordinate and aggregate the resolution of all Releasor's lien obligations, including Medicare.

(e) Releasor understands and agrees that as a condition to the disbursement of the allocated settlement funds to Releasor, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall ensure that: (1) any and all known medical liens, claims arising from medical expenses, past, present, and/or future, and/or other liens including but not restricted to liens and/or claims by any Lien Holder (hereinafter "Liens"), incurred as a result of Releasor's claims or claimed injuries arising from, relating to, or in connection with the Covered Claims have been, or will be, resolved, or that a holdback amount has been agreed to with Medicare, and (2) each Lien asserted by a state or federal government, individual healthcare provider, insurer, litigation funders, and/or attorney Lien Holder has been, or will be, resolved. In addition to the foregoing, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with mandatory reporting requirements.

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[1] For purposes of this Release Agreement, the term Lien Holder shall expressly include (without limitation) the following: workers' compensation carriers, health insurers, healthcare providers, Medicare, Medicaid, the U.S. Department of Veterans Affairs, the U.S. Department of Defense, TRICARE, Indian Health Services, litigation funders, attorneys, and any other private or public individual, entity, or program that holds liens or is owed payment arising out of or related to Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims.

(f) Releasor further agrees to cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA § 111"). If Releasor is found to be Medicare eligible, Sterigenics U.S., LLC, as the Responsible Reporting Entity (under the provisions of MMSEA § 111) shall report the settlement in accordance with MMSEA § 111, and will share the same with Releasor's Counsel. Releasor further specifically releases and relinquishes any and all right to and claim for any private cause of action pursuant to 42 U.S.C. § 1395y(b)(3)(A).

(g) In addition, Releasor expressly agrees and undertakes to indemnify, defend, and hold harmless the Released Parties from all costs and expenses incurred on account of any claims, demands, rights or causes of action by any other person or entity claiming:

i. a right on behalf of or through the Releasor as against the Released Parties;

ii. a Lien upon, subrogated interest in, or right or entitlement to the proceeds of the settlement;

iii. a right to reimbursement or subrogation for any reason arising out of the consideration payable under this Release Agreement;

iv. a right to recovery by, or reimbursement to, the appropriate funds for conditional payments made or to be made by The Centers for Medicare and Medicaid Services (such payments, "Government Health Payments") with respect to covered items and services (or any portion thereof), pursuant to 42U.S.C. § 1395y(b), and corresponding regulations, including but not limited to 42 CFR § 411.22 and 42 CFR § 411.24, including any amendments thereto or interpretations thereof that may be placed upon such statutes and regulations by any state or federal court (sometimes known as the "Medicare Secondary Payor" laws and program). Releasor expressly agrees that he or she assumes full responsibility for satisfying any and all notification, reimbursement and recovery obligations owed with respect to Government Health Payments; or

v. a right against Released Parties due to the fact that Releasor is, in fact, a party to bankruptcy proceedings at such time as to affect the rights of Released Parties under this Release Agreement.

(h) Releasor further expressly agrees and covenants to release, discharge, forever indemnify, defend, and hold harmless the Released Parties and their attorneys from any Liens and/or claims which may arise or may have arisen in favor of Medicare, Medicaid, any other government program or any other governmental entity, federal, state or local, by operation of law or equity, for medical expenses, disability benefits, or any other charge or expense, directly or indirectly relating to Releasor's injuries arising from, relating to, or in connection with the Covered Claims. The indemnification set forth in this Section specifically includes, but is not limited to, the payment of all reasonable costs and expenses of investigation, defense, settlement, attorney fees, judgments, court costs, and all other costs and expenses of defending such claims. Releasor's total indemnification obligations under this Release Agreement shall not exceed Releasor's settlement amount.

OTHER PROVISIONS

10. **Good Faith Settlement Determination**. If requested by any Released Party, Releasor will cooperate and use best efforts to obtain a Good Faith Settlement Determination.

11. **Choice of Law**. This Release Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

12. **Competence**. Releasor warrants and represents that he or she is of legal age and legally competent to execute this Release Agreement, that no promise or condition not contained or expressly referenced in this Release Agreement has been made to him or her, and that Releasor has been fully informed of the terms of this Release Agreement through discussions with Releasor's Counsel. No term in this Release Agreement shall be construed against any party on the basis that the party drafted the Release Agreement.

[*signature page follows*]

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned Releasor certifies that the statements set forth in this Release Agreement are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the Releasor verily believes the same to be true.

In so signing, I acknowledge that all provisions have been fully agreed to, understood and comprehended by me, and that I enter into this Release Agreement knowingly and voluntarily for the purpose of making a full and final compromise and settlement of any and all claims arising out of the matters referred to above. This certification shall have the same effect as a verification provided and sworn under oath.

/s/ Brian Kamuda

SIGNATURE OF RELEASOR

FULL NAME OF RELEASOR: Brian Kamuda

DATE: 3/27/2023

RELEASOR DOB: **********

RELEASOR SSN: *********

STATE OF ILLINOIS

COUNTY OF DuPage

SETTLING DEFENDANTS

Acknowledged:

SOTERA HEALTH LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

STERIGENICS U.S., LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is made and entered into on the date signed below by Teresa and Doug Fornek (the "Releasor") and takes effect on the Effective Date (as defined herein).

RECITALS

WHEREAS, on March 28, 2023, Sotera Health LLC and Sterigenics U.S., LLC ("Settling Defendants") and counsel for Releasor ("Releasor's Counsel") entered into a binding agreement to provide for the full and final resolution (the "Settlement Agreement") of the Releasor's Covered Claims (as defined herein), including claims that have been, could have been, or may be asserted against Settling Defendants or others for injury arising from, relating to, or in connection with the use and/or emission of ethylene oxide by and/or from Sterigenics U.S., LLC's or any other Released Party's (as defined herein) operations in or around Willowbrook, Illinois;

WHEREAS, Settling Defendants deny any and all liability with respect to the Covered Claims, and deny any liability to Releasor;

WHEREAS, in return for good and valuable consideration, which shall be***** (the "Settlement Amount"),
Releasor agrees through this Release Agreement to release, settle, and discharge any and all Covered Claims against the Released Parties; and

WHEREAS, this Release Agreement is conditioned on the performance and fulfillment of conditions set forth in the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Releasor agrees as follows:

DEFINITIONS

1. **Releasor.** References to Releasor include Releasor's heirs, beneficiaries, next of kin, executors, administrators, successors, assigns, and any person or entity claiming by, through, under, or on their behalf.

2. **Releasor's Counsel**. "Releasor's Counsel" means the lawyer(s) and law firm representing Releasor in any pending Covered Claims asserted against any Released Parties.

3. **Released Parties.**

(a) "Released Party" or "Released Parties" means:

i. Sotera Health Company; Sotera Health Holdings, LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC;

ii. Sterigenics U.S., LLC;

iii. Warburg Pincus LLC and all funds, general partners and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including without limitation Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI- C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC, and their respective affiliates, members, officers, directors, partners, and limited partners;

iv. GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C., including without limitation GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i) GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, LLC;

v. all of the foregoing entities' affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect

partners, managers, members, shareholders, employees, directors, officers, management companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (without limitation)*****; and

vi. The Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

(b) All Released Parties are intended third-party beneficiaries of this Release Agreement.

4. **Covered Claims.** "Covered Claims" means the following categories of claims:

(a) Any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties regarding injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's or any other Released Party's operations in or around Willowbrook, Illinois ("Willowbrook Claims"). For the avoidance of doubt, Willowbrook Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Willowbrook Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant). The Willowbrook Claims include (without limitation):

i. The judgment in *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475;

ii. All claims against Sterigenics U.S., LLC as successor to Sterigenics EO, Inc., IBA S&I, Inc., Griffith Micro Science, Inc., Micro-Biotrol, Inc., and Micro- Biotrol Company related to the operations of any of those companies in or around Willowbrook, Illinois; and

iii. The following cases in the Circuit Court of Cook County, Illinois: *Kamuda v. Sterigenics U.S., LLC*, Case No. 2018-L-010475; *Fornek v. Sterigenics U.S., LLC*, Case No. 2018-L-010744; and *Schumacher v. Sterigenics U.S., LLC*, Case No. 2018-L-011939.

(b) Actions, citations, or potential actions or citations to enforce or collect on a judgment or verdict obtained in any case involving Willowbrook Claims, including but not limited to *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475, pending in the Circuit Court of Cook County, Illinois (Hon. Patrick Heneghan); and

(c) The *Bachoe v. Sotera Health Co.* action filed on November 1, 2022 in the Circuit Court of Cook County, Illinois (Case No. 2022-L-009825), the *Bachoe v. Sotera Health Co.* action now pending in the U.S. District Court for the Northern District of Illinois (Case No. 22-cv-06292), and any other actual or potential actions seeking to challenge any transfer of assets to or from Sterigenics U.S., LLC, Sotera Health LLC, or any other Released Party to any other entity or person.

5. **Effective Date**. The terms of this Release Agreement immediately become binding upon the Releasor's execution hereof (such date of execution, the "Effective Date") and without any further action required; *provided, however*, that the release of Covered Claims, as described in Paragraphs 6 and 7, will not become effective unless and until the Settlement Funding Date occurs (as defined in the Settlement Agreement). If the Settling Defendants opt to terminate the Settlement Agreement, this Release Agreement will be null and void *nunc pro tunc* and returned to Releasor's Counsel.

RELEASE OF CLAIMS

6. **Complete and Final Release.** As of the Effective Date, in return for the Settlement Amount, the sufficiency of which is acknowledged, Releasor hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, rights, actions, suits, damages, and causes of action of whatever kind, nature, or description whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor may now or may hereafter have or assert against Released Parties arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor may now or may hereafter have or assert against Released Parties for alleged injuries, losses, and damages, including pain and suffering, wrongful death, punitive damages, survivorship, personal injuries, and related damages, and loss of services, consortium, companionship, and all other intangible losses, whether based in tort, intentional tort, contract, statute, or other theory of recovery, attorneys' fees and costs, mental or emotional distress, or for

hospital, medical, nursing, or other healthcare expenses, lost wages, or any other losses or expenses, whether known or unknown, whether already in existence or to arise in the future, anticipated or not, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(b) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor's spouse (including but not limited to putative or common law spouse or domestic partner), if any, may now or may hereafter have or assert against Released Parties for alleged injuries, losses and damages, including pain and suffering, wrongful death, punitive damages, attorneys' fees and costs, loss of services, loss of companionship and/or consortium, society or support, mental or emotional distress, or for hospital, medical, or nursing or other healthcare expenses, lost wages, or any other losses and expenses, whether known or unknown, whether already in existence or to arise in the future, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(c) Without limiting the foregoing, this Release Agreement includes any and all claims against Released Parties for pecuniary loss, injury, or damage which might accrue to Releasor, his or her estate, and others by virtue of Releasor's death, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise from, relate to, or are in connection with the Covered Claims or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(d) Without limiting the foregoing, Releasor hereby agrees and covenants that Releasor will never: (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect, or otherwise enforce, any claim against any of the Released Parties constituting, arising from, relating to, or in connection with the Covered Claims, (ii) institute any new legal action against any Released Party relating to any injury Releasor has ever claimed, or may at any time hereafter claim, was caused in whole or in part by any Released Party arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims, whether in the past or in the future, and/or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that has been or may be entered against any Released Party in any legal action described in clause (ii), or (iv) maintain Releasor's pending legal action(s) against any Released Party.

(e) Without limiting the foregoing, Releasor acknowledges that the Settlement Amount shall constitute the full compensation which will ever be paid to Releasor by or on behalf of the Released Parties by reason of the claims which have been or which may ever be made against Released Parties arising out of or by reason of or in any manner connected with Releasor's injuries arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims; that neither Sterigenics U.S., LLC nor any Released Party shall have any responsibility whatsoever for the payment of Releasor's attorneys' fees or costs, or for the payment of any taxes owed by Releasor, or for satisfaction of liens associated with the allocation of settlement funds; that this Release Agreement is final and binding upon Releasor; and that no Covered Claim, derivative or otherwise, may ever be brought against Released Parties.

(f) Without limiting the foregoing, Releasor agrees to release any rights he or she may have regarding claims relating to or arising from any Covered Claim that Releasor does not know or suspect to exist at this time and that, if known by him or her, would materially affect his or her settlement with the Released Parties. Releasor expressly and knowingly waives any statutory or judicial provisions, rulings, or mandates to the contrary.

(g) Without limiting the foregoing, Releasor agrees to release all claims, past, present, and future, alleged or that could have been alleged against insurers that have any of the Released Parties as a named insured, including but not limited to Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG, relating to or arising from any Covered Claims. For the avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

(h) Without limiting the foregoing, if Releasor settles with any third party against whom claims are not released through this Release Agreement (collectively, "Non-Settling Third Parties"), Releasor will obtain a release from the Non-Settling Third Party for Released Parties for any claim for indemnity, contribution, or similar theory. If Releasor obtains a judgment against any Non-Settling Third Party, Releasor will not execute on any portion of that judgment that the Non-Settling Third Party successfully seeks from Released Parties via a claim for indemnity, contribution, or similar claim. Releasor agrees to indemnify, defend, and hold harmless Released Parties for any claims for indemnity or contribution brought by any Non-Settling Third Parties against Released Parties arising from or relating to the Covered Claims.

7. **Other Claims.** Releasor understands and agrees that certain of Releasor's relatives, dependents, or others might have potential claims against Released Parties for the alleged injuries of Releasor. Releasor understands and agrees that by executing this Release Agreement and receiving the Settlement Amount, Releasor has received fair, just, and adequate consideration for any claims for the alleged injuries of Releasor which may arise from, relate to, or are in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims. Releasor understands and agrees that by executing this Release Agreement, Releasor has forever released, discharged, and given up any and all claims that Releasor or others might have against Released Parties for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Releasor specifically agrees to indemnify, defend, and hold the Released Parties harmless from and against any claim arising from, relating to, or in connection with the Covered Claims that may be brought by any beneficiary or next of kin of Releasor. Releasor agrees that such indemnification includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs, and all other costs and expenses of defending any such claim or other claim for wrongful death.

(b) Releasor warrants and represents that, apart from any liens held by the Lien Holders as defined in Paragraph 9(a) below, no claims or portion of the claims which are the subject of this Release Agreement have been assigned or otherwise transferred to any person or legal entity which claims a right thereunder as against the Releasor and/or Released Parties. Releasor specifically warrants and represents that to the extent any bankruptcy action is pending, Releasor will take all necessary actions to notify the Bankruptcy Court of this settlement and will fulfill all obligations to the Bankruptcy Court. Releasor agrees to indemnify, defend, and hold harmless Released Parties from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorneys' fees, that result from the failure, if any, of Releasor to fulfill his or her obligations to any bankruptcy court. Upon request, Releasor further agrees that he or she will provide written confirmation that he or she fulfilled any bankruptcy court obligations.

RELEASOR ACKNOWLEDGMENTS

8. **Acknowledgements by Releasor**.

(a) RELEASOR IS ENTERING INTO THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF ANY RELEASED PARTY OR ANY OTHER PERSON. RELEASOR UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE AGREEMENT.

(b) Releasor acknowledges that Releasor has been informed of the terms of Settlement Agreement and has read this Release Agreement, and Releasor has had an opportunity to obtain advice from, and ask questions of, a lawyer of Releasor's choosing regarding the terms and legal effect of the Settlement Agreement, this Release Agreement and Releasor's decision to accept the Settlement Amount. Releasor further acknowledges that Releasor has been informed that the effectiveness of this Release Agreement and payment to Releasor of Releasor's settlement allocation are contingent on certain events and conditions outside of Releasor's control, including, but not limited to, the decisions by other plaintiffs alleging Covered Claims to participate in a settlement with Released Parties. Releasor acknowledges that Releasor has been informed of all these matters by Releasor's Counsel and such counsel has answered all of Releasor's questions (if any) to Releasor's satisfaction.

(c) Releasor understands that Releasor has the right to make an informed decision regarding whether to sign this Release Agreement. Releasor acknowledges that Releasor understands this Release Agreement.

(d) Releasor further understands that any amounts paid to Releasor will be transmitted from the qualified settlement fund to Releasor's Counsel, in trust for Releasor, to be disbursed to Releasor subject to: (a) any applicable lien holdbacks or payment obligations, including to Releasor's counsel; (b) the payment of any court-ordered common cost assessments; and (c) the provisions of the Settlement Agreement and this Release Agreement. Released Parties take and bear no responsibility for the maintenance of funds in trust, or distribution or withholding of settlement funds from Releasor's Counsel to Releasor.

(e) Releasor understands and acknowledges that Released Parties and their counsel have played no role in, and take and bear no responsibility for, the allocation of settlement amounts among settling plaintiffs or the allocation of settlement funds between settling plaintiffs and settling plaintiffs' counsel.

(f) Releasor acknowledges that Releasor's Counsel have been available to assist Releasor in the informed consent process and to answer any questions that Releasor might have had about the Settlement Agreement or this Release Agreement.

(g) The parties acknowledge and agree that the Settlement Amount is intended to constitute damages for personal physical injuries or physical sickness within the meaning of section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the Covered Claims, and no portion of the proceeds paid to Releasor from the Settlement Amount is intended to be for punitive or exemplary damages, nor prejudgment or post-judgment interest, nor non-physical injuries.

(h) Releasor understands and agrees that a substantial reason for Settling Defendants agreeing to pay and paying the money referenced in this Release Agreement is the settlement, release, and elimination of any and all claims that Releasor or others have now or in the future might have, absent this Release Agreement, for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

LIENS AND SUBROGATION CLAIMS

9. **Releasor's Responsibility for Liens and Subrogation Claims**.

(a) Releasor is solely responsible for any liens and agrees to pay or has paid any liens held by or amounts owed to third parties, whether persons or entities, including any state or federal government entities, individual healthcare providers, insurers, litigation funders, or attorneys (all hereinafter "Lien Holders[1]"), arising out of or related to Releasor's Covered Claims. Releasor also agrees that any liens based on any hospital or medical expenses incurred as a result of Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims will be resolved and/or satisfied by Releasor. Releasor will indemnify, defend, and hold harmless Released Parties from claims by any Lien Holders, actual or asserted.

(b) Releasor agrees that any interest in, lien on, or right of subrogation in his or her Covered Claims by or belonging to any and all entities and individuals, including without limitation any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by Releasor's allocated payment.

(c) Releasor agrees that Released Parties are not responsible for liens or subrogation claims against any settlement payments or the costs and expenses incurred in resolving any such liens or subrogation claims against settlement payments.

(d) Releasor acknowledges that lien resolution may take place pursuant to a Medicare global model for any Medicare-entitled Releasor receiving payment under the Release Agreement. Releasor and Releasor's Counsel agree to follow any centralized protocols to coordinate and aggregate the resolution of all Releasor's lien obligations, including Medicare.

(e) Releasor understands and agrees that as a condition to the disbursement of the allocated settlement funds to Releasor, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall ensure that: (1) any and all known medical liens, claims arising from medical expenses, past, present, and/or future, and/or other liens including but not restricted to liens and/or claims by any Lien Holder (hereinafter "Liens"), incurred as a result of Releasor's claims or claimed injuries arising from, relating to, or in connection with the Covered Claims have been, or will be, resolved, or that a holdback amount has been agreed to with Medicare, and (2) each Lien asserted by a state or federal government, individual healthcare provider, insurer, litigation funders, and/or attorney Lien Holder has been, or will be, resolved. In addition to the foregoing, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with mandatory reporting requirements.

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[1] For purposes of this Release Agreement, the term Lien Holder shall expressly include (without limitation) the following: workers' compensation carriers, health insurers, healthcare providers, Medicare, Medicaid, the U.S. Department of Veterans Affairs, the U.S. Department of Defense, TRICARE, Indian Health Services, litigation funders, attorneys, and any other private or public individual, entity, or program that holds liens or is owed payment arising out of or related to Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims.

(f) Releasor further agrees to cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA § 111"). If Releasor is found to be Medicare eligible, Sterigenics U.S., LLC, as the Responsible Reporting Entity (under the provisions of MMSEA § 111) shall report the settlement in accordance with MMSEA § 111, and will share the same with Releasor's Counsel. Releasor further specifically releases and relinquishes any and all right to and claim for any private cause of action pursuant to 42 U.S.C. § 1395y(b)(3)(A).

(g) In addition, Releasor expressly agrees and undertakes to indemnify, defend, and hold harmless the Released Parties from all costs and expenses incurred on account of any claims, demands, rights or causes of action by any other person or entity claiming:

i. a right on behalf of or through the Releasor as against the Released Parties;

ii. a Lien upon, subrogated interest in, or right or entitlement to the proceeds of the settlement;

iii. a right to reimbursement or subrogation for any reason arising out of the consideration payable under this Release Agreement;

iv. a right to recovery by, or reimbursement to, the appropriate funds for conditional payments made or to be made by The Centers for Medicare and Medicaid Services (such payments, "Government Health Payments") with respect to covered items and services (or any portion thereof), pursuant to 42 U.S.C. § 1395y(b), and corresponding regulations, including but not limited to 42 CFR § 411.22 and 42 CFR § 411.24, including any amendments thereto or interpretations thereof that may be placed upon such statutes and regulations by any state or federal court (sometimes known as the "Medicare Secondary Payor" laws and program). Releasor expressly agrees that he or she assumes full responsibility for satisfying any and all notification, reimbursement and recovery obligations owed with respect to Government Health Payments; or

v. a right against Released Parties due to the fact that Releasor is, in fact, a party to bankruptcy proceedings at such time as to affect the rights of Released Parties under this Release Agreement.

(h) Releasor further expressly agrees and covenants to release, discharge, forever indemnify, defend, and hold harmless the Released Parties and their attorneys from any Liens and/or claims which may arise or may have arisen in favor of Medicare, Medicaid, any other government program or any other governmental entity, federal, state or local, by operation of law or equity, for medical expenses, disability benefits, or any other charge or expense, directly or indirectly relating to Releasor's injuries arising from, relating to, or in connection with the Covered Claims. The indemnification set forth in this Section specifically includes, but is not limited to, the payment of all reasonable costs and expenses of investigation, defense, settlement, attorney fees, judgments, court costs, and all other costs and expenses of defending such claims. Releasor's total indemnification obligations under this Release Agreement shall not exceed Releasor's settlement amount.

OTHER PROVISIONS

10. **Good Faith Settlement Determination**. If requested by any Released Party, Releasor will cooperate and use best efforts to obtain a Good Faith Settlement Determination.

11. **Choice of Law**. This Release Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

12. **Competence**. Releasor warrants and represents that he or she is of legal age and legally competent to execute this Release Agreement, that no promise or condition not contained or expressly referenced in this Release Agreement has been made to him or her, and that Releasor has been fully informed of the terms of this Release Agreement through discussions with Releasor's Counsel. No term in this Release Agreement shall be construed against any party on the basis that the party drafted the Release Agreement.

[*signature page follows*]

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned Releasor certifies that the statements set forth in this Release Agreement are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the Releasor verily believes the same to be true.

In so signing, I acknowledge that all provisions have been fully agreed to, understood and comprehended by me, and that I enter into this Release Agreement knowingly and voluntarily for the purpose of making a full and final compromise and settlement of any and all claims arising out of the matters referred to above. This certification shall have the same effect as a verification provided and sworn under oath.

/s/ Teresa Fornek

SIGNATURE OF RELEASOR

FULL NAME OF RELEASOR: Teresa Fornek

DATE: 3/23/2023

RELEASOR DOB: **********

RELEASOR SSN: *******

/s/ Doug Fornek

SIGNATURE OF RELEASOR

FULL NAME OF RELEASOR: Doug Fornek

DATE: 3/23/2023

RELEASOR DOB: **********

RELEASOR SSN: *********

STATE OF Illinois

COUNTY OF Cook

SETTLING DEFENDANTS

Acknowledged:

SOTERA HEALTH LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

STERIGENICS U.S., LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is made and entered into on the date signed below by Heather and Michael Schumacher (the "Releasor") and takes effect on the Effective Date (as defined herein).

RECITALS

WHEREAS, on March 28, 2023, Sotera Health LLC and Sterigenics U.S., LLC ("Settling Defendants") and counsel for Releasor ("Releasor's Counsel") entered into a binding agreement to provide for the full and final resolution (the "Settlement Agreement") of the Releasor's Covered Claims (as defined herein), including claims that have been, could have been, or may be asserted against Settling Defendants or others for injury arising from, relating to, or in connection with the use and/or emission of ethylene oxide by and/or from Sterigenics U.S., LLC's or any other Released Party's (as defined herein) operations in or around Willowbrook, Illinois;

WHEREAS, Settling Defendants deny any and all liability with respect to the Covered Claims, and deny any liability to Releasor;

WHEREAS, in return for good and valuable consideration, which shall be ***** (the "Settlement Amount"), Releasor agrees through this Release Agreement to release, settle, and discharge any and all Covered Claims against the Released Parties; and

WHEREAS, this Release Agreement is conditioned on the performance and fulfillment of conditions set forth in the Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Releasor agrees as follows:

DEFINITIONS

1. **Releasor.** References to Releasor include Releasor's heirs, beneficiaries, next of kin, executors, administrators, successors, assigns, and any person or entity claiming by, through, under, or on their behalf.

2. **Releasor's Counsel**. "Releasor's Counsel" means the lawyer(s) and law firm representing Releasor in any pending Covered Claims asserted against any Released Parties.

3. **Released Parties.**

(a) "Released Party" or "Released Parties" means:

i. Sotera Health Company; Sotera Health Holdings, LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC;

ii. Sterigenics U.S., LLC;

iii. Warburg Pincus LLC and all funds, general partners and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including without limitation Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI- C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC, and their respective affiliates, members, officers, directors, partners, and limited partners;

iv. GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C., including without limitation GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i) GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, LLC;

v. all of the foregoing entities' affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect partners, managers, members, shareholders, employees, directors, officers, management companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (without limitation) *****; and

vi. The Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

(b) All Released Parties are intended third-party beneficiaries of this Release Agreement.

4. Covered Claims. "Covered Claims" means the following categories of claims:

(a) Any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties regarding injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's or any other Released Party's operations in or around Willowbrook, Illinois ("Willowbrook Claims"). For the avoidance of doubt, Willowbrook Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Willowbrook Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant). The Willowbrook Claims include (without limitation):

i. The judgment in *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475;

ii. All claims against Sterigenics U.S., LLC as successor to Sterigenics EO, Inc., IBA S&I, Inc., Griffith Micro Science, Inc., Micro-Biotrol, Inc., and Micro- Biotrol Company related to the operations of any of those companies in or around Willowbrook, Illinois; and

iii. The following cases in the Circuit Court of Cook County, Illinois: *Kamuda v. Sterigenics U.S., LLC*, Case No. 2018-L-010475; *Fornek v. Sterigenics U.S., LLC*, Case No. 2018-L-010744; and *Schumacher v. Sterigenics U.S., LLC*, Case No. 2018-L-011939.

(b) Actions, citations, or potential actions or citations to enforce or collect on a judgment or verdict obtained in any case involving Willowbrook Claims, including but not limited to *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475, pending in the Circuit Court of Cook County, Illinois (Hon. Patrick Heneghan); and

(c) The *Bachoe v. Sotera Health Co.* action filed on November 1, 2022 in the Circuit Court of Cook County, Illinois (Case No. 2022-L-009825), the *Bachoe v. Sotera Health Co.* action now pending in the U.S. District Court for the Northern District of Illinois (Case No. 22-cv-06292), and any other actual or potential actions seeking to challenge any transfer of assets to or from Sterigenics U.S., LLC, Sotera Health LLC, or any other Released Party to any other entity or person.

5. **Effective Date**. The terms of this Release Agreement immediately become binding upon the Releasor's execution hereof (such date of execution, the "Effective Date") and without any further action required; *provided, however*, that the release of Covered Claims, as described in Paragraphs 6 and 7, will not become effective unless and until the Settlement Funding Date occurs (as defined in the Settlement Agreement). If the Settling Defendants opt to terminate the Settlement Agreement, this Release Agreement will be null and void *nunc pro tunc* and returned to Releasor's Counsel.

RELEASE OF CLAIMS

6. **Complete and Final Release.** As of the Effective Date, in return for the Settlement Amount, the sufficiency of which is acknowledged, Releasor hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, rights, actions, suits, damages, and causes of action of whatever kind, nature, or description whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor may now or may hereafter have or assert against Released Parties arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor may now or may hereafter have or assert against Released Parties for alleged injuries, losses, and damages, including pain and suffering, wrongful death, punitive damages, survivorship, personal injuries, and related damages, and loss of services, consortium,

companionship, and all other intangible losses, whether based in tort, intentional tort, contract, statute, or other theory of recovery, attorneys' fees and costs, mental or emotional distress, or for hospital, medical, nursing, or other healthcare expenses, lost wages, or any other losses or expenses, whether known or unknown, whether already in existence or to arise in the future, anticipated or not, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(b) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor's spouse (including but not limited to putative or common law spouse or domestic partner), if any, may now or may hereafter have or assert against Released Parties for alleged injuries, losses and damages, including pain and suffering, wrongful death, punitive damages, attorneys' fees and costs, loss of services, loss of companionship and/or consortium, society or support, mental or emotional distress, or for hospital, medical, or nursing or other healthcare expenses, lost wages, or any other losses and expenses, whether known or unknown, whether already in existence or to arise in the future, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(c) Without limiting the foregoing, this Release Agreement includes any and all claims against Released Parties for pecuniary loss, injury, or damage which might accrue to Releasor, his or her estate, and others by virtue of Releasor's death, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise from, relate to, or are in connection with the Covered Claims or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(d) Without limiting the foregoing, Releasor hereby agrees and covenants that Releasor will never: (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect, or otherwise enforce, any claim against any of the Released Parties constituting, arising from, relating to, or in connection with the Covered Claims, (ii) institute any new legal action against any Released Party relating to any injury Releasor has ever claimed, or may at any time hereafter claim, was caused in whole or in part by any Released Party arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims, whether in the past or in the future, and/or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that has been or may be entered against any Released Party in any legal action described in clause (ii), or (iv) maintain Releasor's pending legal action(s) against any Released Party.

(e) Without limiting the foregoing, Releasor acknowledges that the Settlement Amount shall constitute the full compensation which will ever be paid to Releasor by or on behalf of the Released Parties by reason of the claims which have been or which may ever be made against Released Parties arising out of or by reason of or in any manner connected with Releasor's injuries arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims; that neither Sterigenics U.S., LLC nor any Released Party shall have any responsibility whatsoever for the payment of Releasor's attorneys' fees or costs, or for the payment of any taxes owed by Releasor, or for satisfaction of liens associated with the allocation of settlement funds; that this Release Agreement is final and binding upon Releasor; and that no Covered Claim, derivative or otherwise, may ever be brought against Released Parties.

(f) Without limiting the foregoing, Releasor agrees to release any rights he or she may have regarding claims relating to or arising from any Covered Claim that Releasor does not know or suspect to exist at this time and that, if known by him or her, would materially affect his or her settlement with the Released Parties. Releasor expressly and knowingly waives any statutory or judicial provisions, rulings, or mandates to the contrary.

(g) Without limiting the foregoing, Releasor agrees to release all claims, past, present, and future, alleged or that could have been alleged against insurers that have any of the Released Parties as a named insured, including but not limited to Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG, relating to or arising from any Covered Claims. For the avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

(h) Without limiting the foregoing, if Releasor settles with any third party against whom claims are not released through this Release Agreement (collectively, "Non-Settling Third Parties"), Releasor will obtain a release from the Non-Settling Third Party for Released Parties for any claim for indemnity, contribution, or similar theory. If Releasor obtains a judgment against any Non-Settling Third Party, Releasor will not execute on any portion of that judgment that the Non-Settling Third Party successfully seeks from Released Parties via a claim for indemnity, contribution, or similar claim. Releasor agrees to indemnify, defend, and hold harmless Released Parties for any claims for

indemnity or contribution brought by any Non-Settling Third Parties against Released Parties arising from or relating to the Covered Claims.

7. **Other Claims.** Releasor understands and agrees that certain of Releasor's relatives, dependents, or others might have potential claims against Released Parties for the alleged injuries of Releasor. Releasor understands and agrees that by executing this Release Agreement and receiving the Settlement Amount, Releasor has received fair, just, and adequate consideration for any claims for the alleged injuries of Releasor which may arise from, relate to, or are in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims. Releasor understands and agrees that by executing this Release Agreement, Releasor has forever released, discharged, and given up any and all claims that Releasor or others might have against Released Parties for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Releasor specifically agrees to indemnify, defend, and hold the Released Parties harmless from and against any claim arising from, relating to, or in connection with the Covered Claims that may be brought by any beneficiary or next of kin of Releasor. Releasor agrees that such indemnification includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs, and all other costs and expenses of defending any such claim or other claim for wrongful death.

(b) Releasor warrants and represents that, apart from any liens held by the Lien Holders as defined in Paragraph 9(a) below, no claims or portion of the claims which are the subject of this Release Agreement have been assigned or otherwise transferred to any person or legal entity which claims a right thereunder as against the Releasor and/or Released Parties. Releasor specifically warrants and represents that to the extent any bankruptcy action is pending, Releasor will take all necessary actions to notify the Bankruptcy Court of this settlement and will fulfill all obligations to the Bankruptcy Court. Releasor agrees to indemnify, defend, and hold harmless Released Parties from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorneys' fees, that result from the failure, if any, of Releasor to fulfill his or her obligations to any bankruptcy court. Upon request, Releasor further agrees that he or she will provide written confirmation that he or she fulfilled any bankruptcy court obligations.

RELEASOR ACKNOWLEDGMENTS

8. **Acknowledgements by Releasor**.

(a) RELEASOR IS ENTERING INTO THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF ANY RELEASED PARTY OR ANY OTHER PERSON. RELEASOR UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE AGREEMENT.

(b) Releasor acknowledges that Releasor has been informed of the terms of Settlement Agreement and has read this Release Agreement, and Releasor has had an opportunity to obtain advice from, and ask questions of, a lawyer of Releasor's choosing regarding the terms and legal effect of the Settlement Agreement, this Release Agreement and Releasor's decision to accept the Settlement Amount. Releasor further acknowledges that Releasor has been informed that the effectiveness of this Release Agreement and payment to Releasor of Releasor's settlement allocation are contingent on certain events and conditions outside of Releasor's control, including, but not limited to, the decisions by other plaintiffs alleging Covered Claims to participate in a settlement with Released Parties. Releasor acknowledges that Releasor has been informed of all these matters by Releasor's Counsel and such counsel has answered all of Releasor's questions (if any) to Releasor's satisfaction.

(c) Releasor understands that Releasor has the right to make an informed decision regarding whether to sign this Release Agreement. Releasor acknowledges that Releasor understands this Release Agreement.

(d) Releasor further understands that any amounts paid to Releasor will be transmitted from the qualified settlement fund to Releasor's Counsel, in trust for Releasor, to be disbursed to Releasor subject to: (a) any applicable lien holdbacks or payment obligations, including to Releasor's counsel; (b) the payment of any court-ordered common cost assessments; and (c) the provisions of the Settlement Agreement and this Release Agreement. Released Parties take and bear no responsibility for the maintenance of funds in trust, or distribution or withholding of settlement funds from Releasor's Counsel to Releasor.

(e) Releasor understands and acknowledges that Released Parties and their counsel have played no role in, and take and bear no responsibility for, the allocation of settlement amounts among settling

plaintiffs or the allocation of settlement funds between settling plaintiffs and settling plaintiffs' counsel.

(f) Releasor acknowledges that Releasor's Counsel have been available to assist Releasor in the informed consent process and to answer any questions that Releasor might have had about the Settlement Agreement or this Release Agreement.

(g) The parties acknowledge and agree that the Settlement Amount is intended to constitute damages for personal physical injuries or physical sickness within the meaning of section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the Covered Claims, and no portion of the proceeds paid to Releasor from the Settlement Amount is intended to be for punitive or exemplary damages, nor prejudgment or post-judgment interest, nor non-physical injuries.

(h) Releasor understands and agrees that a substantial reason for Settling Defendants agreeing to pay and paying the money referenced in this Release Agreement is the settlement, release, and elimination of any and all claims that Releasor or others have now or in the future might have, absent this Release Agreement, for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

LIENS AND SUBROGATION CLAIMS

9. **Releasor's Responsibility for Liens and Subrogation Claims**.

(a) Releasor is solely responsible for any liens and agrees to pay or has paid any liens held by or amounts owed to third parties, whether persons or entities, including any state or federal government entities, individual healthcare providers, insurers, litigation funders, or attorneys (all hereinafter "Lien Holders[1]"), arising out of or related to Releasor's Covered Claims. Releasor also agrees that any liens based on any hospital or medical expenses incurred as a result of Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims will be resolved and/or satisfied by Releasor. Releasor will indemnify, defend, and hold harmless Released Parties from claims by any Lien Holders, actual or asserted.

(b) Releasor agrees that any interest in, lien on, or right of subrogation in his or her Covered Claims by or belonging to any and all entities and individuals, including without limitation any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by Releasor's allocated payment.

(c) Releasor agrees that Released Parties are not responsible for liens or subrogation claims against any settlement payments or the costs and expenses incurred in resolving any such liens or subrogation claims against settlement payments.

(d) Releasor acknowledges that lien resolution may take place pursuant to a Medicare global model for any Medicare-entitled Releasor receiving payment under the Release Agreement. Releasor and Releasor's Counsel agree to follow any centralized protocols to coordinate and aggregate the resolution of all Releasor's lien obligations, including Medicare.

(e) Releasor understands and agrees that as a condition to the disbursement of the allocated settlement funds to Releasor, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall ensure that: (1) any and all known medical liens, claims arising from medical expenses, past, present, and/or future, and/or other liens including but not restricted to liens and/or claims by any Lien Holder (hereinafter "Liens"), incurred as a result of Releasor's claims or claimed injuries arising from, relating to, or in connection with the Covered Claims have been, or will be, resolved, or that a holdback amount has been agreed to with Medicare, and (2) each Lien asserted by a state or federal government, individual healthcare provider, insurer, litigation funders, and/or attorney Lien Holder has been, or will be, resolved. In addition to the foregoing, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with mandatory reporting requirements.

[1] For purposes of this Release Agreement, the term Lien Holder shall expressly include (without limitation) the following: workers' compensation carriers, health insurers, healthcare providers, Medicare, Medicaid, the U.S. Department of Veterans Affairs, the U.S. Department of Defense, TRICARE, Indian Health Services, litigation funders, attorneys, and any other private or public individual, entity, or program that holds liens or is owed payment arising out of or related to Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims.

(f) Releasor further agrees to cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA § 111"). If Releasor is found to be Medicare eligible, Sterigenics U.S., LLC, as the Responsible Reporting Entity (under the provisions of MMSEA § 111) shall report the settlement in accordance with MMSEA § 111, and will share the same with Releasor's Counsel. Releasor further specifically releases and relinquishes any and all right to and claim for any private cause of action pursuant to 42 U.S.C. § 1395y(b)(3)(A).

(g) In addition, Releasor expressly agrees and undertakes to indemnify, defend, and hold harmless the Released Parties from all costs and expenses incurred on account of any claims, demands, rights or causes of action by any other person or entity claiming:

i. a right on behalf of or through the Releasor as against the Released Parties;

ii. a Lien upon, subrogated interest in, or right or entitlement to the proceeds of the settlement;

iii. a right to reimbursement or subrogation for any reason arising out of the consideration payable under this Release Agreement;

iv. a right to recovery by, or reimbursement to, the appropriate funds for conditional payments made or to be made by The Centers for Medicare and Medicaid Services (such payments, "Government Health Payments") withrespect to covered items and services (or any portion thereof), pursuant to 42 U.S.C. § 1395y(b), and corresponding regulations, including but not limited to 42 CFR § 411.22 and 42 CFR § 411.24, including any amendments thereto or interpretations thereof that may be placed upon such statutes and regulations by any state or federal court (sometimes known as the "Medicare Secondary Payor" laws and program). Releasor expressly agrees that he or she assumes full responsibility for satisfying any and all notification, reimbursement and recovery obligations owed with respect to Government Health Payments; or

v. a right against Released Parties due to the fact that Releasor is, in fact, a party to bankruptcy proceedings at such time as to affect the rights of Released Parties under this Release Agreement.

(h) Releasor further expressly agrees and covenants to release, discharge, forever indemnify, defend, and hold harmless the Released Parties and their attorneys from any Liens and/or claims which may arise or may have arisen in favor of Medicare, Medicaid, any other government program or any other governmental entity, federal, state or local, by operation of law or equity, for medical expenses, disability benefits, or any other charge or expense, directly or indirectly relating to Releasor's injuries arising from, relating to, or in connection with the Covered Claims. The indemnification set forth in this Section specifically includes, but is not limited to, the payment of all reasonable costs and expenses of investigation, defense, settlement, attorney fees, judgments, court costs, and all other costs and expenses of defending such claims. Releasor's total indemnification obligations under this Release Agreement shall not exceed Releasor's settlement amount.

OTHER PROVISIONS

10. **Good Faith Settlement Determination**. If requested by any Released Party, Releasor will cooperate and use best efforts to obtain a Good Faith Settlement Determination.

11. **Choice of Law**. This Release Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

12. **Competence**. Releasor warrants and represents that he or she is of legal age and legally competent to execute this Release Agreement, that no promise or condition not contained or expressly referenced in this Release Agreement has been made to him or her, and that Releasor has been fully informed of the terms of this Release Agreement through discussions with Releasor's Counsel. No term in this Release Agreement shall be construed against any party on the basis that the party drafted the Release Agreement.

[*signature page follows*]

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned Releasor certifies that the statements set forth in this Release Agreement are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the Releasor verily believes the same to be true.

In so signing, I acknowledge that all provisions have been fully agreed to, understood and comprehended by me, and that I enter into this Release Agreement knowingly and voluntarily for the purpose of making a full and final compromise and settlement of any and all claims arising out of the matters referred to above. This certification shall have the same effect as a verification provided and sworn under oath.

/s/ Heather A. Schumacher

SIGNATURE OF RELEASOR

FULL NAME OF RELEASOR: Heather Schumacher

DATE: 3/26/2023

RELEASOR DOB: **********

RELEASOR SSN: *********

/s/ Michael Schumacher

SIGNATURE OF RELEASOR

FULL NAME OF RELEASOR: Michael Schumacher

DATE: 3/26/2023

RELEASOR DOB: **********

RELEASOR SSN: *********

STATE OF Illinois

COUNTY OF Lake

SETTLING DEFENDANTS

Acknowledged:

SOTERA HEALTH LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

STERIGENICS U.S., LLC:

By: /s/ Matthew J. Klaben

Name: Matthew J. Klaben
Its: Senior Vice President, General Counsel and Secretary

EXHIBIT B
Form of Escrow Agreement

ESCROW AGREEMENT

among

STERIGENICS U.S., LLC, as Sterigenics and

[TBD], as Plaintiffs' QSF and
CITIBANK, N.A., as Escrow Agent

Dated as of [●], 2023

ESCROW AGREEMENT (this "Agreement"), dated as of [●], 2023, by and among [●], a [qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended] ("Plaintiffs' QSF"),[1] Sterigenics U.S., LLC, a Delaware limited liability company ("Sterigenics"), and Citibank, N.A., a national banking association organized and existing under the laws of the United States of America ("Citibank") and acting through its Agency and Trust Division and solely in its capacity as escrow agent under this Agreement, and any successors appointed pursuant to the terms hereof (Citibank in such capacity, the "Escrow Agent"). Plaintiffs' QSF and Sterigenics are sometimes collectively referred to herein as the "Interested Parties."

WHEREAS, pursuant to the Settlement Agreement, dated as of [●], 2023 (the "Settlement Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to such terms in the Settlement Agreement), by and among Plaintiffs' Counsel, Sotera Health LLC, a Delaware limited liability company, and Sterigenics, whereby the parties agreed to settle certain claims in order to achieve closure and finality and to avoid the costs, expense, time, efforts, disruption, and uncertainty inherent in litigation;

WHEREAS, pursuant to the terms of the Settlement Agreement, Sterigenics has agreed to place an amount in cash equal to the Escrow Deposit Amount (as defined below) in the Escrow Account (as defined below); and

WHEREAS, the Interested Parties desire to appoint Escrow Agent as escrow agent hereunder in the manner hereinafter set forth and Escrow Agent is willing to act in such capacity;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby irrevocably acknowledged, the parties hereto agree as follows**:**

1. Appointment; Establishment of Escrow Account; Investment of Funds.

(a) The Interested Parties hereby appoint the Escrow Agent as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent hereunder, to hold and release the Escrow Property (as defined below) in accordance with the terms and conditions set forth herein.

(b) On May 1, 2023, Sterigenics shall deposit with the Escrow Agent in immediately available funds the amount of $122,500,000 (the "Escrow Deposit Amount"). The Escrow Deposit Amount shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation to the applicable limits (the "Escrow Account"). Any interest, investment income, or proceeds received from the deposit or investment of the Escrow Deposit Amount, and any further amount earned or received thereon, shall be referred to herein as the "Escrow Earnings," and the Escrow Deposit Amount and the Escrow Earnings shall be collectively referred to herein as the "Escrow Property." The Interested Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Interested Parties.

2. Claims and Payment; Release from Escrow. The Interested Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Property as provided in this Section 2 as follows:

(a) Upon receipt of a written instruction executed by an Authorized Person (as defined in Section 11) of Sterigenics stating that (i) it is a QSF funding instruction and (ii) instructing the Escrow Agent to disburse the Escrow Deposit Amount (less the Escrow Agent's Fees) (a "QSF Funding Instruction"), the Escrow Agent shall promptly, but in any event within one (1) Business Day after receipt of a QSF Funding Instruction, disburse the Escrow Deposit Amount (less the Escrow Agent's Fees) to Plaintiffs' QSF. For purposes of this Agreement, "*Business Day*" shall mean any day that the Escrow Agent is open for business.

(b) Upon receipt of a written instruction executed by an Authorized Person of Sterigenics stating that (i) it is a return instruction, (ii) Sterigenics is exercising its right to terminate the Settlement Agreement, and (iii) instructing the Escrow Agent to disburse all or a portion of the Escrow Property (a "Return Instruction"), the Escrow Agent shall promptly, but in any event within one (1) Business Day after receipt of a Return Instruction, disburse all or such portion of the Escrow Property to Sterigenics.

(c) Upon receipt of a written instruction executed by an Authorized Person of Sterigenics stating that (i) it is an earnings instruction and (ii) instructing the Escrow Agent to release all or part of the Escrow Earnings (an "Earnings Instruction"), the Escrow Agent shall promptly, but in any event within one (1) Business Day after receipt of an Earnings Instruction, disburse all or such part of the Escrow Earnings to Sterigenics.

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[1] **Note to Draft**: This is a placeholder. We will work together to determine the appropriate party for the Escrow Agreement, which may depend on the QSF Administrator/court order establishing the QSF. In any case, we anticipate that a PEC representative would either be a direct party or one of the authorized signatories for a direct party to the Escrow Agreement.

(d) The Plaintiffs' QSF hereby acknowledges and agrees that in respect of any release of Escrow Property pursuant to Sections 2(a), 2(b), or 2(c), (i) the Escrow Agent shall be entitled to release the Escrow Property upon receipt of unilateral instructions from Sterigenics, upon which the Escrow Agent may rely conclusively without further inquiry, (ii) that no action by or on behalf of Plaintiffs' QSF is required as a condition of such release, and (iii) that Plaintiffs' QSF shall have no right to contest the release of such Escrow Property.

(e) All Escrow Earnings are for the account of Sterigenics. The Interested Parties agree that the total of all disbursements of Escrow Property to Plaintiffs' QSF shall not exceed the Escrow Deposit Amount.

3. Tax Matters.

(a) The Interested Parties agree any Escrow Earnings shall be treated as the income of Sterigenics and shall be reported on an annual basis on United States Internal Revenue Service ("IRS") Form 1099-INT, as required pursuant to the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. Principal payments are not reportable to any payee hereunder. The Interested Parties and the Escrow Agent agree that the Escrow Agent will not be responsible for providing tax reporting and withholding for payments that are for compensation for services performed by an employee or independent contractor.

(b) If IRS imputed interest requirements apply, Sterigenics is solely responsible to inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations, and direct the Escrow Agent to disburse imputed interest amounts. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information or for the failure of Sterigenics to provide such calculations or information.

(c) The Interested Parties shall upon the execution of this Agreement provide the Escrow Agent with a duly completed and properly executed IRS Form W-9 or applicable IRS Form W-8, in the case of a non-U.S. person, for each payee, together with any other documentation and information requested by the Escrow Agent in connection with the Escrow Agent's tax reporting obligations under the Code and theregulations thereunder. With respect to the Escrow Agent's tax reporting obligations under the Code, the Foreign Account Tax Compliance Act and the Foreign Investment in Real Property Tax Act and any other applicable law or regulation, the Interested Parties understand that, in the event valid U.S. tax forms or other required supporting documentation are not provided to the Escrow Agent, the Escrow Agent may be required to withhold tax from the Escrow Property and report account information on any earnings, proceeds or distributions from the Escrow Property.

(d) Should the Escrow Agent become liable for the payment of taxes, including withholding taxes relating to any funds, including interest and penalties thereon, held by it pursuant to this Agreement or any payment made hereunder (but excluding any taxes of the Escrow Agent with respect to its compensation hereunder), the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Interested Parties agree, jointly and severally, to indemnify and hold the Escrow Agent harmless pursuant to Section 5(c) hereof from any liability or obligation on account of taxes, assessments, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent.

(e) The Escrow Account will be treated as owned by Sterigenics for U.S. federal income tax purposes.

(f) The Escrow Agent's rights under this Section 3 shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

4. Concerning the Escrow Agent.

(a) Escrow Agent Duties. Each Interested Party acknowledges and agrees that (i) the duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth in this Agreement, each of which is administrative or ministerial (and shall not be construed to be fiduciary) in nature, and no duties, responsibilities or obligations shall be inferred or implied, (ii) the Escrow Agent shall not be responsible for any of the agreements referred to or described herein (including without limitation the Settlement Agreement and any defined term therein not otherwise defined in this Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, and (iii) the Escrow Agent shall not be required to expend or risk any of its own funds to satisfy payments from the Escrow Property hereunder.

(b) Liability of Escrow Agent. The Escrow Agent shall not be liable for any damage, loss or injury resulting from any action taken or omitted in the absence of gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction). In no event shall the Escrow Agent be liable for indirect, incidental, consequential, punitive or special losses or damages (including but not limited to lost profits), regardless of the form of

action and whether or not any such losses or damages were foreseeable or contemplated. The Escrow Agent shall be entitled to rely upon any instruction, notice, request or other instrument delivered to it without being required to determine the authenticity or validity thereof, or the truth or accuracy of any information stated therein. The Escrow Agent may act in reliance upon any signature believed by it to be genuine (including any signature affixed by DocuSign) and may assume that any person purporting to make any statement, execute any document, or send any instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent may consult with counsel satisfactory to it, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith and in accordance with the opinion and advice of such counsel. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians and/or nominees. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, without limitation, any provision of any present or future law or regulation or any act of any governmental authority,any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

(c) Reliance on Orders. The Escrow Agent is authorized to comply with final orders issued or process entered by any court with respect to the Escrow Property, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Property is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment or decree which it is advised is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Interested Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(d) Erroneous Payments. If the Escrow Agent releases any funds (including but not limited to the Escrow Property or any portion of it) to an Interested Party and subsequently determines (in its absolute discretion) that the payment (or any portion of it) was made in error, that Interested Party shall upon notice promptly refund the erroneous payment, and none of the obligations of the Interested Party or the remedies of the Escrow Agent will be affected by any act, omission, matter or thing (including, without limitation, any obligation pursuant to which an erroneous payment is made) which, but for this provision, would reduce, release, preclude or prejudice any such obligation or remedy (whether or not known by the Escrow Agent or any Interested Party). Each of the Interested Parties agrees not to assert discharge for value, bona fide payee, or any similar doctrine as a defense to recovery of any erroneous payment by the Escrow Agent.

5. Compensation, Expense Reimbursement and Indemnification.

(a) Compensation. The Escrow Agent's compensation specified in Schedule A (the "Escrow Agent's Compensation") shall be paid directly from the Escrow Property. Each of the Interested Parties covenants and agrees, jointly and severally, to pay to the Escrow Agent all out-of-pocket expenses incurred by the Escrow Agent in the performance of its role under this Agreement (including, but not limited to, any attorney's fees incurred in connection with the preparation and negotiation of this Agreement, which shall be due and payable when the Escrow Account has been funded with the Escrow Deposit Amount) (the "Escrow Agent's Expenses" and together with the Escrow Agent's Compensation, the "Escrow Agent's Fees"). Without altering or limiting the joint and several obligations of the Interested Parties to the Escrow Agent in this Section 5(a), solely as between the Interested Parties and consistent with the Settlement Agreement, Plaintiffs' QSF shall each be responsible for 100% of any fees or expenses payable to the Escrow Agent hereunder.

(b) Security and Offset. The Interested Parties hereby grant to the Escrow Agent a first lien upon, and right of offset against, the Escrow Property with respect to any fees or expenses due to the Escrow Agent hereunder (including any claim for indemnification hereunder). In the event that any fees or expenses, or any other obligations owed to the Escrow Agent (or its counsel) are not paid to the Escrow Agent within 30 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then the Escrow Agent may, without further action or notice, pay such fees and expenses from the Escrow Property and may sell, convey or otherwise dispose of any Escrow Property for such purpose. The Escrow Agent may in its sole discretion withhold from any distribution of the Escrow Property an amount of such distribution it reasonably believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which the Escrow Agent is entitled to hereunder.

(c) Indemnification. Each of the Interested Parties covenants and agrees, jointly and severally, to indemnify the Escrow Agent and its employees, officers, directors, affiliates, and agents (each, an "Indemnified Party") for, hold each Indemnified Party harmless from, and defend each Indemnified Party against, any and all claims, losses, actions, liabilities, costs, damages and expenses of any nature incurred by any Indemnified Party, arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to attorney's fees, costs and expenses, except to the extent such loss, liability, damage, cost or expense shall have been finally adjudicated by a court of competent jurisdiction to have resulted solely from the Indemnified Party's own gross negligence or willful misconduct. Notwithstanding the foregoing, without altering or limiting the joint and several

obligations of the Interested Parties to the Escrow Agent in this Section 5(c), the Interested Parties agree, solely as between themselves, that any obligation for indemnification under this Section 5(c) shall be borne by the Interested Party finally determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Sterigenics and one-half by Plaintiffs' QSF. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

6. Dispute Resolution. In the event of any disagreement among any of the Interested Parties to this Agreement, or between any of them and any other person, resulting in adverse claims or demands being made with respect to the subject matter of this Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to any action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to so refuse to act and refrain from acting until the Escrow Agent shall have received (i) a QSF Funding Instruction, (ii) a Return Instruction, or (iii) an Earnings Instruction, in which case the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such QSF Funding Instruction, Return Instruction, or Earnings Instruction. The Escrow Agent shall have the option, after 30 calendar days' notice to the Interested Parties of its intention to do so, to petition Miles Ruthberg (the "Mediator") by any appropriate method for instructions with respect to any dispute or uncertainty related to this Agreement, including (without limitation) obligations imposed on the Interested Parties by the Settlement Agreement with respect to this Agreement. The Mediator's resolution shall be final, binding, and enforceable on the Escrow Agent and Interested Parties. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such petition shall be paid by, and be the joint and several obligation of, the Interested Parties; provided, however, that, without altering or limiting the joint and several obligations of the Interested Parties to the Escrow Agent in this Section 6, the Interested Parties agree, solely as between themselves, that the obligation to pay such amounts shall be an obligation of the non-prevailing party in such petition as finally determined by the Mediator or, if no such determination is made, then one-half by Sterigenics and one-half by the Plaintiffs' QSF.

7. Entire Agreement; Exclusive Benefit. This Agreement constitutes the entire agreement between the parties and sets forth in its entirety the obligations and duties of the Escrow Agent with respect to the Escrow Property. This Agreement is for the exclusive benefit of the parties to this Agreement and their respective permitted successors, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

8. Resignation and Removal.

(a) The Interested Parties may remove the Escrow Agent at any time by giving to the Escrow Agent thirty (30) calendar days' prior written notice of removal signed by an Authorized Person of each of the Interested Parties. The Escrow Agent may resign at any time by giving to each of the Interested Parties thirty (30) calendar days' prior written notice of resignation.

(b) Within thirty (30) calendar days after giving the foregoing notice of removal to the Escrow Agent or within thirty (30) calendar days after receiving the foregoing notice of resignation from the Escrow Agent, the Interested Parties shall appoint a successor escrow agent and give notice of such successor escrow agent to the Escrow Agent. If a successor escrow agent has not accepted such appointment by the end of such 30-day period, the Escrow Agent may either (A) safe keep the Escrow Property until a successor escrow agent is appointed, without any obligation to invest the same or continue to perform under this Agreement, or (B) apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief.

(c) Upon receipt of notice of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs and expenses, or hold such Escrow Property (or any portion thereof) pending distribution, until all such fees, costs and expenses are paid to it. Upon delivery of the Escrow Property to the successor escrow agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

9. Governing Law; Jurisdiction; Waivers. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, City, County and State of New York, for any proceedings commenced regarding this Agreement. The parties irrevocably submit to the jurisdiction of such courts for the determination of all issues in such proceedings and irrevocably waive any objection to venue or inconvenient forum for any proceeding brought in any such court. The parties irrevocably and unconditionally waive any right to trial by jury with respect to any proceeding relating to this Agreement.

10. Representations and Warranties.

(a) Each of the Interested Parties represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equity principles.

(b) None of the Interested Parties or any of their parents or subsidiaries, or any of their respective directors, officers, or employees, or to the knowledge of any Interested Party, the affiliates of the Interested Parties or any of their subsidiaries, will, directly or indirectly, use any part of any proceeds or lend, contribute, or otherwise make available such Escrow Property in any manner that would result in a violation by any person of economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.

11. Notices; Instructions.

(a) Any notice or instruction hereunder shall be in writing in English, and may be sent by electronic mail with a scanned attachment thereto of an executed notice or instruction, and shall be effective upon actual receipt by the Escrow Agent in accordance with the terms hereof. Any notice or instruction must be executed (which execution may be manual or affixed by DocuSign) by an authorized person of an Interested Party (the person(s) so designated from time to time, the "Authorized Persons"). Each of the applicable persons designated on Schedule B and Schedule C attached hereto have been duly appointed to act as Authorized Persons hereunder and individually have full power and authority to execute any notices or instructions, to amend, modify or waive any provisions of this Agreement, and to take any and all other actions permitted under this Agreement, all without further consent or direction from, or notice to, it or any other party. Any notice or instruction must be originated from a corporate domain. Any change in designation of Authorized Persons shall be provided by written notice, signed by an Authorized Person, and actually received and acknowledged by the Escrow Agent. Any communication from the Escrow Agent that the Escrow Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted in accordance with the Escrow Agent's internal procedures.

(b) Each of the Interested Parties understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of any notice or instruction and that the Escrow Agent shall be entitled to conclusively presume that notices or instructions that purport to have been sent by an Authorized Person have been sent by such Authorized Person. Each of the Interested Parties agrees: (i) to assume all risks arising out of the use of electronic means (including electronic mail, secure file transfer or such other method or system specified by the Escrow Agent as available for use in connection with its services hereunder) to submit instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception or misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Interested Parties, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. The Interested Parties agree that the security procedures set forth in Section 11(a) and this Section 11(b) are commercially reasonable.

If to the Plaintiffs' QSF:

Attention: [●] Telephone: [●] E-mail: [●]

If to Sterigenics:

Attention: [●] Telephone: [●] E-mail: [●]

If to the Escrow Agent: Citibank, N.A.

Agency & Trust
388 Greenwich Street
New York, NY 10013
Attn.: [●]
Telephone: [●]
E-mail: cts.spag@citi.com / [●]

(c) Any funds to be paid by the Escrow Agent hereunder shall be sent by wire transfer pursuant to the instructions set forth on Schedule D, or pursuant to such other wire payment instructions as may be instructed by the Interested Parties.

(d) Payments to the Escrow Agent shall be sent by wire transfer pursuant to the following instructions: **CITIBANK, N.A.**,*****Account Name: [●]; A/C#.: [●]

12. Amendment; Waiver. Any amendment of this Agreement shall be binding only if evidenced by a writing signed by each of the parties to this Agreement. No waiver of any provision hereof shall be effective unless expressed in writing and signed by the party to be charged.

13. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision. If any provision of this Agreement is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

14. Mergers and Conversions. Any corporation or entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any corporation or entity succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

15. Termination. This Agreement shall terminate and the Escrow Account shall be closed upon the distribution of all Escrow Property from the Escrow Account established hereunder in accordance with the terms of this Agreement, subject, however, to the survival of obligations specifically contemplated in this Agreement to so survive.

16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Signatures on counterparts of this Agreement executed and delivered in electronic format (i.e. “pdf”) or by other electronic means (including DocuSign) shall be deemed original signatures with all rights accruing thereto except in respect to any non-US entity, whereby originals may be required.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

CITIBANK, N.A.,
as Escrow Agent

By:
Name:
Title:

[PLAINTIFFS' QSF]

By:
Name:
Title:

[STERIGENICS]

By:
Name:
Title:

SCHEDULE A

ESCROW AGENT FEE SCHEDULE

SCHEDULE B

AUTHORIZED LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on the Plaintiffs' QSF's behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

PLAINTIFFS' QSF

NAME: ____ TITLE: ____ PHONE: __
CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

NAME: ____ TITLE: ____ PHONE: __
CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

View-Only Reporting Access via Citidirect for Securities:

_____ Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE C AUTHORIZED LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on Sterigenics' behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

STERIGENICS

NAME: ____ TITLE: ____ PHONE: __
CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

NAME: ____ TITLE: ____ PHONE: __
CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

View-Only Reporting Access via Citidirect for Securities:

_____ Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE D WIRE INSTRUCTIONS

If to the Plaintiffs' QSF:

Bank:
ABA#:
Account Name:
A/C#:
Ref:

If to Sterigenics: Bank:

ABA#:
Account Name:
A/C#:
Ref:

EXHIBIT C

Settlement Funds Allocation between the Settling Claimants

Susan and Brian Kamuda:*****

Teresa and Doug Fornek:*****

Heather and Michael Schumacher:*****

EXHIBIT D

Form of Stipulated Dismissals

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

IN RE: WILLOWBROOK ETHYLENE OXIDE LITIGATION This Filing Applies to: SUSAN KAMUDA and BRIAN KAMUDA, Plaintiffs, vs. STERIGENICS U.S., LLC, et al, Defendants.	**Case No. 2018-L-010475**

STIPULATION TO DISMISS ACTION

It is hereby stipulated and agreed by and between the parties to the above entitled action, through their respective attorneys, that this action be dismissed with prejudice and without costs to either party, all costs having been paid and all matters in controversy for which the action was brought having been fully settled. The court retains jurisdiction to enforce the settlement, except as provided in the Term Sheet and Settlement Agreement, and to adjudicate issues relating to the termination or removal of liens.

Date: 1/12/2023	Date:
/s/ Patrick Salvi for the Kamudas	
Attorney for Plaintiff:	Attorney for Defendant:
Att. No: 34560	Att. No:
Address: 161 N. Clark St. #4700	Address:
City/Zip: Chicago, IL 60093	City/Zip:
Telephone: 312-372-1227	Telephone:

ORDER

This Court having examined the above Stipulation finds that this cause of action has been fully compromised and settled and the parties have stipulated and agreed to dismissal of the complaint with prejudice. The Court further finds that all costs have been paid.

IT IS THEREFORE ORDERED that the complaint is hereby dismissed with prejudice.

Dated:

ENTERED:

Judge Judge's No.

CERTIFICATE OF SERVICE

I, Eric S. Mattson, hereby certify that a copy of the foregoing STIPULATION TO DISMISS ACTION was served on all counsel of record by service on Liaison Counsel Bryce Hensley and counsel for the Griffith Defendants via email on _____, 2023.

SERVICE LIST

Bryce T. Hensley
ROMANUCCI & BLANDIN, LLC
321 N. Clark Street, Suite 900
Chicago, IL 60654
(312) 458-1000
(312) 458-1004
aromanucci@rblaw.net
bhensley@rblaw.net
Lead and Liaison Counsel for Plaintiffs

Christopher B. Wilson Jonathan R.
Buck Kathleen A. Stetsko PERKINS
COIE LLP
110 N Upper Wacker Dr., Suite 3400 Chicago, IL 60603-5559 CWilson@perkinscoie.com
JBuck@perkinscoie.com KStetsko@perkinscoie.com
Willowbrooklit@perkinscoie.com
Counsel for Griffith Defendants

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

IN RE: WILLOWBROOK ETHYLENE OXIDE LITIGATION	
This Filing Applies to: TERESA FORNEK, Plaintiffs, vs. STERIGENICS U.S., LLC, et al., Defendants.	**Case No. 2018 L 010744**

STIPULATION TO DISMISS ACTION

It is hereby stipulated and agreed by and between the parties to the above entitled action, through their respective attorneys, that this action be dismissed with prejudice and without costs to either party, all costs having been paid and all matters in controversy for which the action was brought having been fully settled. The court retains jurisdiction to enforce the settlement, except as provided in the Term Sheet and Settlement Agreement, and to adjudicate issues relating to the termination or removal of liens.

Date: 1/13/2023	Date:
/s/ Brian LaCien	
Attorney for Plaintiff:	Attorney for Defendant:
Att. No: 64554 Address: 70 W. Madison St., #2250 City/Zip: Chicago, IL 60602 Telephone: (312) 509-8900	Att. No: Address: City/Zip: Telephone:

ORDER

This Court having examined the above Stipulation finds that this cause of action has been fully compromised and settled and the parties have stipulated and agreed to dismissal of the complaint with prejudice. The Court further finds that all costs have been paid.

IT IS THEREFORE ORDERED that the complaint is hereby dismissed with prejudice.

Dated:

ENTERED:

Judge Judge's No.

CERTIFICATE OF SERVICE

I, Eric S. Mattson, hereby certify that a copy of the foregoing STIPULATION TO DISMISS ACTION was served on all counsel of record by service on Liaison Counsel Bryce Hensley and counsel for the Griffith Defendants via email on _____, 2023.

SERVICE LIST

Bryce T. Hensley
ROMANUCCI & BLANDIN, LLC
321 N. Clark Street, Suite 900
Chicago, IL 60654
(312) 458-1000
(312) 458-1004
aromanucci@rblaw.net bhensley@rblaw.net
Lead and Liaison Counsel for Plaintiffs

Christopher B. Wilson Jonathan R. Buck
Kathleen A. Stetsko PERKINS COIE LLP
110 N Upper Wacker Dr., Suite 3400 Chicago, IL
60603-5559 CWilson@perkinscoie.com
JBuck@perkinscoie.com KStetsko@perkinscoie.com
Willowbrooklit@perkinscoie.com *Counsel for Griffith Defendants*

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

IN RE: WILLOWBROOK ETHYLENE OXIDE LITIGATION	
This Filing Applies to: HEATHER SCHUMACHER, et al., Plaintiffs, vs. STERIGENICS U.S., LLC, et al., Defendants.	**Case No. 2018 L 011939**

STIPULATION TO DISMISS ACTION

It is hereby stipulated and agreed by and between the parties to the above entitled action, through their respective attorneys, that this action be dismissed with prejudice and without costs to either party, all costs having been paid and all matters in controversy for which the action was brought having been fully settled. The court retains jurisdiction to enforce the settlement, except as provided in the Term Sheet and Settlement Agreement, and to adjudicate issues relating to the termination or removal of liens.

Date: 1/12/2023	Date:
/s/ Antonio Romanucci	
Attorney for Plaintiff	Attorney for Defendant
Att. No: 35875	Att. No:
Address: 321 N. Clark Street, Suite 900	Address:
City/Zip: Chicago, IL	City/Zip:
Telephone: 312-458-1000	Telephone:

ORDER

This Court having examined the above Stipulation finds that this cause of action has been fully compromised and settled and the parties have stipulated and agreed to dismissal of the complaint with prejudice. The Court further finds that all costs have been paid.

IT IS THEREFORE ORDERED that the complaint is hereby dismissed with prejudice.

Dated:

ENTERED:

Judge Judge's No.

CERTIFICATE OF SERVICE

I, Eric S. Mattson, hereby certify that a copy of the foregoing STIPULATION TO DISMISS ACTION was served on all counsel of record by service on Liaison Counsel Bryce Hensley and counsel for the Griffith Defendants via email on _____, 2023.

SERVICE LIST

Bryce T. Hensley
ROMANUCCI & BLANDIN, LLC
321 N. Clark Street, Suite 900
Chicago, IL 60654
(312) 458-1000
(312) 458-1004
aromanucci@rblaw.net
bhensley@rblaw.net
Lead and Liaison Counsel for Plaintiffs

Christopher B. Wilson Jonathan R.
Buck Kathleen A. Stetsko PERKINS
COIE LLP
110 N Upper Wacker Dr., Suite 3400 Chicago, IL
60603-5559 CWilson@perkinscoie.com
JBuck@perkinscoie.com KStetsko@perkinscoie.com
Willowbrooklit@perkinscoie.com *Counsel for Griffith Defendants*

[Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K and marked with asterisks. The omitted information is (i) not material and (ii) the type that the registrant treats as private or confidential.]

WILLOWBROOK GROUP SETTLEMENT AGREEMENT

between and among

Plaintiffs' Executive Committee (as defined herein) and

Sotera Health (as defined herein) and
Sterigenics US (as defined herein)

TABLE OF CONTENTS

LIST OF EXHIBITS AND APPENDICES

Exhibit A: Form of Opt In Form
Exhibit B: Form of Declaration of Counsel
Exhibit C: Form of Release by Participating Claimants
Exhibit D: Form of Escrow Agreement
Exhibit E: Form of Claimant Fact Sheet
Exhibit F: Form of Mental Health Addendum
Exhibit G: Form of Joinder for Non-PEC Firms

Appendix A: List of Plaintiffs
Appendix B: List of Clients with Unfiled Claims Appendix C: List of Trial Plaintiffs
Appendix D: List of Non-PEC Firms
Appendix E: List of Other Facility Claims

WILLOWBROOK GROUP SETTLEMENT AGREEMENT

This WILLOWBROOK GROUP SETTLEMENT AGREEMENT (the "Agreement") is made as of March 28, 2023 (the "Effective Date"), by and among: (i) Sotera Health LLC, a Delaware limited liability company ("Sotera Health"); (ii) Sterigenics U.S., LLC, a Delaware limited liability company ("Sterigenics US" and, together with Sotera Health, the "Settling Defendants"); and (iii) Plaintiffs' Executive Committee (as defined herein). Each of Plaintiffs' Executive Committee members, Sotera Health, and Sterigenics US is a "Party," and collectively are the "Parties."

RECITALS

A. The Parties are entering into this Agreement to resolve any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties (as defined herein) regarding (i) injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics US's or any Released Party's operations in or around Willowbrook, Illinois (the "Event"), (ii) any conduct arising from, relating to, or in connection with litigation concerning the Event, and (iii) any transfer of assets to or from any Released Party to any other entity or person ((i), (ii), and (iii) individually, the "Claim," and collectively, the "Claims"). For the avoidance of doubt, Event-related Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics US's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Event-related Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant).

B. Settling Defendants deny any liability or wrongdoing and assert that they have meritorious defenses to the Claims. This Agreement will not be construed as evidence of or as an admission by Settling Defendants of any fault, liability, wrongdoing, or damages whatsoever. While denying any liability or wrongdoing, Settling Defendants wish to resolve the Claims in order to achieve closure and finality and to avoid the costs, expense, time, efforts, disruption, and uncertainty inherent in litigation.

WHEREFORE, the Parties, by and through counsel, hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms (designated by initial capitalization) shall have the meanings set forth in this section. Other terms, also designated by initial capitalization, may be defined elsewhere in the Agreement.

1.1 "Account" has the meaning set forth in Section 7.1.

1.2 "Action" or "Actions" means any filed legal action or proceeding asserting Claims.

1.3 "Agreement" means this Settlement Agreement, including any and all Exhibits and Appendices, as it may be amended or modified from time to time in accordance with its terms.

1.4 "Allocation Notification Date" means the date when the first Claimant (as defined herein) receives notice of his or her individual settlement allocation amount, along with other disclosures, including any required by Illinois Rule of Professional Conduct 1.8(g), pursuant to the Settlement Program (as defined herein). PEC agrees to notify the Settling Defendants of the Allocation Notification Date within one Business Day thereof.

1.5 "Business Day" means any day other than a Saturday, Sunday, or day when banks are closed or authorized to be closed in Chicago, Illinois.

1.6 "Claim" or "Claims" have the meanings set forth in Recital A.

1.7 "Claimant" or "Claimants" means Plaintiffs (as defined herein) and Clients with Unfiled Claims (as defined herein).

1.8 "Claimant Fact Sheet" means the form of fact sheet attached as Exhibit E to this Agreement.

1.9 "Claims Administrator" means the Person(s) selected by the PEC (as defined herein) to perform the responsibilities assigned to the Claims Administrator under this Agreement (including administering the Settlement Program), and any replacement or alternate Claims Administrator should a replacement or alternate be necessary.

1.10 "Clients with Unfiled Claims" means Persons who have retained Plaintiffs' Counsel in connection with a Claim or possible Claim, but who have not filed an Action against any of the Released Parties arising from, relating to, or in connection with a Claim. As of the Effective Date, the list of Clients with Unfiled Claims is set forth in Appendix B to this Agreement.

1.11 "Code" means the Internal Revenue Code of 1986, as amended. All references to the Code, United States Treasury Regulations, or other governmental pronouncements shall be deemed to include references to any applicable successor regulations or amending pronouncement.

1.12 "Declaration of Counsel" means the declaration to be executed by Plaintiffs' Counsel and submitted by Participating Claimants pursuant to Section 3.3 and that is in the form set forth in Exhibit B to this Agreement.

1.13 "Escrow Account" has the meaning set forth in Section 6.2.

1.14 "Escrow Agent" means Citibank, N.A.

1.15 "Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit D attached hereto, to be entered into by Sterigenics US, a PEC representative, and the Escrow Agent.

1.16 "Escrow Funding Date" means (x) if the Funding Conditions (as defined herein) are satisfied, May 1, 2023, or (y) if the Funding Conditions are not satisfied on May 1, 2023, within five Business Days of the day when the Funding Conditions are satisfied.

1.17 "Facilities" means each of the following addresses:

(a) 7775 South Quincy Ave, Willowbrook, IL 60527;

(b) 7825 South Quincy Ave, Willowbrook, IL 60527; and

(c) 830 Midway Drive, Willowbrook, IL 60527.

1.18 "Final Order" means an order for which (a) no further judicial or other review is available, or (b) the time for further judicial or other review has passed with no appeal or request for judicial review having been taken.

1.19 "Funding Conditions" has the meaning set forth in Section 6.4.

1.20 "GFSD Dispute" has the meaning set forth in Section 7.1.

1.21 "Good Faith Settlement Determination" means (i) the determination by a court of competent jurisdiction that this Agreement is in "good faith" for purposes of 740 ILCS 100/2 or the analogous law of any jurisdiction where such determination is sought, and (ii) the court approval of the Account as a qualified settlement fund that will satisfy the requirements of Section 1.468B-1(c) of the Treasury Regulations.

1.22 "Governmental Authority" means: (i) the United States federal government, or any state, the District of Columbia, territory, or possession of the United States, or other political subdivision within the United States, and (ii) any department or agency of a government referenced in (i) above, including (without limitation) the Securities and Exchange Commission.

1.23 "GTCR" means GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; including (without limitation) GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i) GTCR LLC; GTCR L.L.C.; GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.

1.24 "Legal Representative" means, as to any natural person, whether living or deceased, the estate, executor, administrator, guardian, conservator, or other legal representative thereof.

1.25 "Lien" means any known, actual, or asserted lien, subrogation right, third-party interest or adverse claim, whether statutory or otherwise, in relation to Medicare or Medicaid, any Governmental Authority, third-party provider/payor, bankruptcy trustee, or any lawyer or law firm related to any Claim.

1.26 "Lienholder" means a Person who holds a Lien.

1.27 "Mediator" means Miles Ruthberg or, should a replacement or alternate be necessary, any replacement or alternate jointly selected by the Parties.

1.28 "Mental Health Addendum" means the form of addendum attached as Exhibit F to this Agreement.

1.29 "MMSEA" means the Medicare, Medicaid and SCHIP Extension Act of 2007 and its applicable regulations.

1.30 "Non-PEC Firm" or "Non-PEC Firms" means any and all law firms, that are not members of the PEC (as defined herein), representing Claimants as of January 9, 2023, and are listed in Appendix D to this Agreement.

1.31 "Non-Participating Claimant" has the meaning set forth in Section 3.2(c).

1.32 "Opt In" means to voluntarily agree to participate in the Settlement Program and timely executing and submitting the (a) Opt In Form, (b) Release, and (c) Declaration of Counsel, in compliance with Section 3.3.

1.33 "Opt In Deadline" means the later of (x) 30 days after the Allocation Notification Date or (y) if the PEC requests and Settling Defendants grant a 30-day extension, 60 days after the Allocation Notification Date.

1.34 "Opt In Form" means the form to be submitted by Participating Claimants pursuant to Section 3.3, which is Exhibit A to this Agreement.

1.35 "Opt In Reporting Deadline" has the meaning set forth in Section 3.2.

1.36 "Opt-Out Claimant" has the meaning set forth in Section 3.2(b).

1.37 "Other Facility Claims" means any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may be, asserted against the Settling Defendants or any other Released Parties relating to any facility other than a facility in or around Willowbrook, Illinois, owned or operated by any Released Parties and for which any Plaintiffs' Counsel serves as counsel of record or referral counsel. A list of all Other Facility Claims is attached hereto as Appendix E.

1.38 "Participating Claimants" means Claimants who Opt In.

1.39 "Participation Benchmark" has the meaning set forth in Section 4.2.

1.40 "Participation Group A" means all Claimants represented by Non-PEC Firms.

1.41 "Participation Group B" means all Claimants represented by any members of the PEC.

1.42 "Participation Group C" means all Claimant(s) (i.e., all Plaintiffs and Clients with Unfiled Claims reflected in Appendix A and B) alleging ethylene oxide exposure:

(a) at any location closer than two miles (as the crow flies) from any of the Facilities and alleging any one of the following injuries:

1. cancer,

2. more than one miscarriage, or

3. any injury to reproductive health other than miscarriage (including but not limited to infertility, stillbirth, premature birth, or birth defect);

(b) at any location closer than three miles (as the crow flies) from any of the Facilities and also alleging breast cancer or hematopoietic cancer;

(c) between 1984 and 1989 at any location closer than three miles (as the crow flies) from any of the Facilities;

(d) for five years or more at any location closer than three miles (as the crow flies) from any of the Facilities; or

(e) for ten years or more at any location closer than four miles (as the crow flies) from any of the Facilities.

1.43 "Participation Report" has the meaning set forth in Section 3.2.

1.44 "PEC" or "Plaintiffs' Executive Committee" refers to and includes the following firms: Salvi, Schostok & Pritchard, PC; Romanucci & Blandin, LLC; Hart McLaughlin & Eldridge, LLC; The Collins Law Firm, PC; Smith LaCien, LLP; Tomasik Kotin Kasserman, LLC; and Miner Barnhill & Galland, PC.

1.45 "Pending Actions" means (i) all pending cases and appeals related to filed Claims made by Claimants, and (ii) the *Bachoe, et al. v. Sotera Health Company, et al.* action pending in the U.S. District Court for the Northern District of Illinois (Case No. 22-cv-06292).

1.46 "Person" means a natural person, corporation, Governmental Authority, limited liability company, other company, trust, joint venture, association, partnership, or other enterprise or entity, or the Legal Representative of any of the foregoing.

1.47 "Plaintiffs" means Persons who have asserted a Claim, including Persons who have filed or asserted a Claim since January 9, 2023, except any Persons listed on Appendix C. As of the Effective Date, the list of Plaintiffs is set forth in Appendix A to this Agreement.

1.48 "Plaintiffs' Counsel" means all of the lawyers and law firms representing Claimants, whether as part of Plaintiffs' Executive Committee (listed in Section 1.44 above) or Non-PEC Firms (listed on Appendix D).

1.49 "QSF Funding Date" has the meaning set forth in Section 7.1.

1.50 "QSF Funding Instruction" has the meaning set forth in Section 7.1.

1.51 "QSF Administrator" means the Person(s) selected by the PEC, as set forth in Section 7.5, to perform the responsibilities assigned to the QSF Administrator under this Agreement (including administering the QSF (as defined herein)), and any replacement or alternate QSF Administrator should a replacement or alternate be necessary.

1.52 "Qualified Settlement Fund" or "QSF" has the meaning set forth in Section 7.1.

1.53 "Release" means the form of release to be submitted by Participating Claimants pursuant to Section 3.3, which is Exhibit C to this Agreement, and any modified form of release necessary to conform with applicable state law pursuant to Section 3.3.

1.54 "Released Party" or "Released Parties" means Sterigenics US, Sotera Health Parties (as defined herein), Warburg Pincus (as defined herein), GTCR, and all their affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect partners, managers, members, shareholders, employees, directors, officers, management companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (without limitation) ***** Released Parties also refers to the Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

1.55 "Settlement Administration Expenses" means the expenses incurred in connection with the administration of the Settlement Program, including (without limitation) expenses associated with (i) the Claims Administrator, (ii) establishing or maintaining the Escrow Account, and (iii) establishing or maintaining the QSF.

1.56 "Settlement Funds" has the meaning set forth in Section 6.1.

1.57 "Settlement Program" has the meaning set forth in Section 2.2.

1.58 "Settling Defendants' Decision to Proceed" has the meaning set forth in Section 3.6.

1.59 "Sotera Health Parties" means Sotera Health Company; Sotera Health Holdings, LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC.

1.60 "Trial Plaintiffs" means the Persons listed in Appendix C.

1.61 "Walk Away Right" means the option to immediately terminate and nullify this Agreement.

1.62 "Warburg Pincus" refers to Warburg Pincus LLC and all funds, general partners, and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including (without limitation) Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI-C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC; and their respective affiliates, parents, subsidiaries, members, officers, directors, partners, and limited partners.

2. SETTLEMENT PROGRAM

2.1. Number of Claimants.

(a) PEC represents and warrants that:

1. The lists of Plaintiffs and Clients with Unfiled Claims reflected in Appendix A and B, respectively, are complete and accurate as of the Effective Date;

2. Since January 9, 2023, the PEC has undertaken best efforts to finalize retentions of all potential clients and has updated Appendix A and B accordingly;

3. As of the Effective Date, there are 877 Claimants, as reflected on Appendix A and B;

4. Members of the PEC have not been retained by any individuals with Claims other than those identified in Appendix A, B, or C; and

5. PEC is not aware of any individuals other than those identified in Appendix A, B, or C who have filed or plan to file Claims.

(b) Settling Defendants may exercise a Walk Away Right if (x) the Claims Administrator determines that 40 or more Claimants listed on Appendix A or B have invalid or frivolous claims or are otherwise not entitled to any recovery, or (y) before the QSF Funding Date, Settling Defendants learn of more than five other Persons alleging Claims who are represented by Plaintiffs' Counsel but are not listed in Appendix A or B.

(c) Any dispute related to this Section 2.1 shall be resolved by the Mediator, whose resolution of the dispute shall be final.

2.2. Settlement Program. The Parties agree and acknowledge that a program has been established to facilitate Claimant participation in the settlement (the "Settlement Program"). The Settlement Program includes a Claims Administrator who will serve in a capacity as determined by the PEC, to include evaluating appropriate documentation and applying a claim valuation formula or matrix to determine each Participating Claimant's settlement allocation amount. The Settlement Program shall also include a QSF Administrator who will be responsible for distributing the settlement allocation amount to each Participating Claimant.

2.3. Participating Law Firms. By participating in the Settlement Program and obtaining a settlement allocation for a client who is listed on Appendix A or B, a Non-PEC Firm agrees to:

(a) the Settlement Program procedures; and

(b) execute and deliver to the Settling Defendants an Instrument of Joinder substantially in the form attached hereto as Exhibit G, which shall bind the Non- PEC Firm to all the terms and conditions of this Agreement applicable to the PEC.

3. CLAIMANT PARTICIPATION

3.1. Eligibility. All Claimants listed on Appendix A or B are potentially eligible to participate in the Settlement Program, subject to the agreement of their respective lawyers or law firm representatives to the requirements of Section 2.3. The Claims Administrator must determine an individual allocation amount for each Claimant, unless the Claims Administrator determines the Claimant's claim is invalid, frivolous, or otherwise not entitled to any recovery. Plaintiffs' Counsel agrees to take all necessary and appropriate steps to ensure that all required documentation under the Settlement Program is executed by the Claimant (or, if applicable, the Claimant's Legal Representative). If, during the pendency of the Settlement Program, any Claimant can no longer lawfully

execute the required documentation (e.g., due to death, incapacity, or otherwise), Plaintiffs' Counsel agrees to (i) promptly notify the Settling Defendants and (ii) take all necessary and appropriate steps to ensure that such Claimant's required documentation is lawfully executed by the Claimant's Legal Representative.

3.2. Assessment. No later than three Business Days after the Opt In Deadline, PEC will confer with the Claims Administrator to prepare a written list of:

(a) Participating Claimants;

(b) Claimants who have indicated that they have declined to accept their settlement allocation or the terms of the Release (each, an "Opt-Out Claimant"); and

(c) Claimants whose status is unclear (for example, because Plaintiffs' Counsel can no longer locate the Claimant or because the Claimant has ceased communicating with Plaintiffs' Counsel) or Claimants whose claims have been determined by the Claims Administrator to be invalid, frivolous, or otherwise not entitled to any recovery (each, a "Non-Participating Claimant").

The written list (the "Participation Report") shall be provided to the Settling Defendants no later than five Business Days after the Opt In Deadline (the "Opt In Reporting Deadline").

3.3. Participating Claimants. In order to Opt In to the settlement and accept their settlement offer through the Settlement Program, a Claimant must provide to the Claims Administrator on or before the Opt In Deadline (i) an Opt In Form; (ii) Release; and (iii) a Declaration of Counsel signed under penalty of perjury, each complete and properly and fully executed as specified therein. An Opt In Form and Release are irrevocable upon their receipt by the Claims Administrator, except that if Settling Defendants exercise a Walk Away Right, each Opt In Form and Release will be null and void *nunc pro tunc* and returned to Plaintiffs' Counsel. On the Opt In Reporting Deadline, the Claims Administrator will provide to Settling Defendants each Participating Claimant's Opt In Form, Release, and Declaration of Counsel.

3.4. Opt-Out Claimants. For each Opt-Out Claimant, within fifteen days after the Opt In Deadline, the relevant Plaintiff's Counsel will complete and provide to Settling Defendants a Claimant Fact Sheet and, to the extent applicable, the Mental Health Addendum, for the Opt-Out Claimant.

3.5. Non-Participating Claimant. For each Non-Participating Claimant, within fifteen days after the Opt In Deadline, that Plaintiff's Counsel will complete and provide to Settling Defendants a Claimant Fact Sheet and, to the extent applicable, the Mental Health Addendum for the Non-Participating Claimant, to the best of Plaintiff's Counsel's ability based on information in their possession.

3.6. Review of Participation Report; Binding Participating Claimants. Following receipt of the Participation Report and all Claimant Fact Sheet(s) and Mental Health Addenda for Opt-Out Claimants and Non-Participating Claimants, Settling Defendants shall have fifteen days to evaluate the information provided and determine whether to (x) exercise a Walk Away Right or (y) proceed with the settlement, thereby waiving the Walk Away Right with respect to the Participation Benchmarks. If the Settling Defendants determine to proceed with the settlement (such determination, the "Settling Defendants' Decision to Proceed"), each Participating Claimant's release of Claims becomes effective on the QSF Funding Date. Settling Defendants may ask the Mediator to grant a fifteen-day extension of the time to make Settling Defendants' Decision to Proceed, in order to further evaluate the Participation Report and all Claimant Fact Sheet(s) and Mental Health Addenda for each Opt-Out Claimant and Non-Participating Claimant.

3.7. Jurisdiction. Opting In to the settlement by a Claimant shall constitute the Claimant's affirmative acceptance of the jurisdiction of the Circuit Court of Cook County, Illinois for all matters and decisions relative to this Agreement and all related agreements (including, without limitation, the Release and Escrow Agreement), except to the extent the Parties have agreed to submit certain disputes to the Mediator as expressly provided by this Agreement.

4. PARTICIPATION BENCHMARKS

4.1. Plaintiffs' Counsel Efforts. The Parties believe that this Agreement represents a fair, just, and efficient method for resolving Claims. The PEC shall use their best efforts to achieve sufficient participation to meet the Participation Benchmarks, and, subject to the exercise of their independent professional judgment, shall recommend this settlement to each of their clients who are Claimants.

4.2. Participation Benchmarks. Settling Defendants shall have a Walk Away Right if any one or more of the below thresholds of participation ("Participation Benchmarks") are not met, subject to the conditions described in Section 3.6. Settling Defendants shall consult with the Mediator and the PEC before exercising their Walk Away Right under this Section 4.2. For a Participation Benchmark to be met, the percentage of Claimants specified below must be Participating Claimants:

(a) 95% of Claimants in Participation Group A;

(b) 99% of Claimants in Participation Group B; and

(c) 100% of Claimants in Participation Group C.

4.3. Resolution of Disputes Over Participation Benchmarks. Any dispute related to whether a Participation Benchmark has been met shall be resolved by the Mediator, whose resolution of the dispute shall be final.

5. CONSEQUENCES OF EXERCISE OF WALK AWAY RIGHT

5.1. Exercise and Notice. Settling Defendants may exercise any Walk Away Right by providing written notice to the PEC and the Mediator.

5.2. Consequences. In the event Settling Defendants exercise a Walk Away Right,

(a) This Agreement shall immediately terminate and Settling Defendants immediately shall cease to have any further financial obligations under this Agreement;

(b) To the extent Sterigenics US has deposited the Settlement Funds into the Escrow Account, the Parties shall take all necessary steps to cause the Escrow Agent to return the Settlement Funds to Sterigenics US;

(c) All Opt In Forms and Releases submitted by Claimants to the Claims Administrator shall be returned to the PEC and shall be null and void, *nunc pro tunc*; and

(d) Within five Business Days, the Parties will jointly petition the court to return pending cases to the status quo, including re-setting trial dates previously set for as soon as practicable.

6. SETTLING DEFENDANTS' FUNDING OBLIGATIONS

6.1. Settlement Funds. The "Settlement Funds" shall be two hundred eighty-five million five hundred thousand dollars ($285,500,000).

6.2. Funding the Escrow Account. Subject to the conditions set forth in Section 6.4 below, on the Escrow Funding Date, Sterigenics US shall pay or cause to be paid the Settlement Funds by wire transfer of immediately available funds (in United States dollars) to such account at such financial institution as the Escrow Agent shall have given written notice to Sterigenics US not fewer than three Business Days prior to the Escrow Funding Date, which funds shall be held by the Escrow Agent in a segregated account (the "Escrow Account") and distributed in accordance with the Escrow Agreement and the applicable provisions of this Agreement, including (without limitation) Sections 6.4 and 7.1. The Escrow Account will be treated as owned by Sterigenics US for U.S. federal income tax purposes.

6.3. Guarantor. Sotera Health Company, a Delaware corporation, agrees to be guarantor of Sterigenics US's obligation to comply with Section 6.2. Sotera Health Company's agreement to serve as guarantor of Sterigenics US's obligation to pay the Settlement Funds to the Escrow Account does not constitute an admission of liability or responsibility as a parent company or otherwise for the actions of Sterigenics US or any other subsidiary with respect to any of the Claims or any other claim.

6.4. Funding Conditions. Sterigenics US shall be required to fund the Escrow Account on the Escrow Funding Date only if all of the following conditions (the "Funding Conditions") have been satisfied:

(a) the continued operation of a stay on the Pending Actions, consistent with Section 9.1;

(b) the absence of any viable lawsuits, disputes, and/or claims, whether filed or unfiled, challenging this Agreement; and

(c) compliance by PEC and Plaintiffs' Counsel with all material duties and obligations set forth in this Agreement, and otherwise in connection with settlement of the Claims.

Any dispute related to whether the Funding Conditions are satisfied shall be resolved by the Mediator, whose resolution of the dispute shall be final.

6.5. Settlement Administration Expenses. The Released Parties shall not have to pay for any, or have any liability, obligation, or responsibility with respect to, Settlement Administration Expenses, which shall be borne by Plaintiffs' Counsel and Participating Claimants completely.

6.6. Return of Funds. In the event (i) the Parties fail to obtain, pursuant to Section 9.2, a Good Faith Settlement Determination for each Participating Claimant or (ii) the Settling Defendants exercise a Walk Away Right at any time between the Escrow Funding Date and the QSF Funding Date, the Parties shall take all necessary steps to cause the Escrow Agent to return the Settlement Funds to Sterigenics US. Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties set forth in this Section 6.6 shall survive the termination of this Agreement until they have been satisfied.

7. QUALIFIED SETTLEMENT FUND

7.1. Deadline to Fund QSF. If the Funding Conditions remain satisfied, the Settling Defendants will instruct the Escrow Agent (the "QSF Funding Instruction") to release the Settlement Funds, less any expenses associated with establishing or maintaining the Escrow Account, into an interest-bearing account (the "Account") created by order of the Circuit Court of Cook County, Illinois (and subject to that court's continuing jurisdiction) intended to constitute a "qualified settlement fund" (the "Qualified Settlement Fund" or "QSF") within the meaning of Section 1.468B-1 of the Treasury Regulations promulgated under the Code (such date the Escrow Agent releases the Settlement Funds into the Account, the "QSF Funding Date") within ten days after the court's Good Faith Settlement Determination, but only in the absence of any viable objections, complaints, or disputes, whether filed or unfiled, challenging the Good Faith Settlement Determination (a "GFSD Dispute"). If there is (i) a GFSD Dispute and (ii) no appeal of the court's Good Faith Settlement Determination, then the Settling Defendants will make the QSF Funding Instruction seven days after the expiration of the deadline to file an appeal from the court's Good Faith Settlement Determination. If there is an appeal of the court's Good Faith Settlement Determination, then the Settling Defendants will make the QSF Funding Instruction within seven days of a Final Order granting a Good Faith Settlement Determination. Any dispute related to the deadlines in this Section 7.1 shall be resolved by the Mediator, whose resolution of the dispute shall be final.

7.2. Requirements for Payment from QSF to Participating Claimant. Before any funds may be disbursed to a Participating Claimant, the Claims Administrator must be in possession of that Participating Claimant's (i) Opt In Form; (ii) Release; and (iii) Declaration of Counsel signed under penalty of perjury, each complete and properly and fully executed as specified therein.

7.3. Tax Matters and Expenses.

(a) To the fullest extent allowable under applicable law, the Qualified Settlement Fund shall be treated as being at all times a "qualified settlement fund" within the meaning of Section 1.468B-1 of the Treasury Regulations. Sterigenics US shall be treated as the "transferor" to the Qualified Settlement Fund within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Funds or any other amount transferred to the Qualified Settlement Fund pursuant to this Agreement. The QSF Administrator shall cause the filing of all tax returns required to be filed by or with respect to the Qualified Settlement Fund, paying from the Qualified Settlement Fund any taxes owed by or with respect to the Qualified Settlement Fund, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2 of the Treasury Regulations or any other applicable law with respect to the Qualified Settlement Fund or payments or distributions made from it. Sterigenics US, PEC, Plaintiffs' Counsel, and the Claims Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a Qualified Settlement Fund, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

(b) Any interest earned by the Account shall be for the benefit of the Participating Claimants as if it were an addition to the Settlement Funds. For the avoidance of doubt, all (i) federal, state, or local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the Qualified Settlement Fund, including any taxes, interest penalties, or tax detriments, that may be imposed upon Sterigenics US with respect to any income earned on or by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund (or any portion thereof) does not qualify as a "qualified settlement fund" for federal or state income tax purposes (hereafter referred to as "Taxes"), and (ii) expenses and costs incurred, including, but not limited to, any ethics experts, advisors, and/or consultants used in connection with the administration or tax matters for the Qualified Settlement Fund and the operation and implementation of this Section 7.3 (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section 7.3 (hereinafter referred to as "Tax Expenses"), shall be considered Settlement Administration Expenses. The QSF Administrator shall notify the PEC in writing of the fact and

amount of any such payment of Taxes or Tax Expenses out of the Qualified Settlement Fund (and any withholding pursuant to this Section 7.3).

7.4. PEC Responsibilities. The PEC shall take all required steps to establish the QSF with a bank of its choice (subject to the Settling Defendants' consent, which will not be unreasonably withheld) and to define the powers and responsibilities of the QSF Administrator. The PEC shall provide all necessary identifying information to the Settling Defendants and the Escrow Agent regarding the QSF prior to the Escrow Agent's deposit of the Settlement Funds. For the avoidance of doubt, the expenses incurred in connection with designation of the QSF shall be considered Settlement Administration Expenses.

7.5. QSF Administrator. The Qualified Settlement Fund shall be overseen by a QSF Administrator. The QSF Administrator shall be selected by the PEC. The QSF Administrator shall be approved by the Circuit Court of Cook County, Illinois, and shall be the "Administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations. Additionally:

(a) If the QSF Administrator resigns or otherwise cannot perform its duties and responsibilities under the Agreement, a replacement will be selected by the PEC.

(b) The QSF Administrator shall be compensated for its reasonable and necessary time charges incurred in the performance of the position at a reasonable rate for the services to be performed, which, for the avoidance of doubt, shall be considered Settlement Administration Expenses.

(c) The QSF Administrator will have the sole and entire responsibility for making disbursements from the Qualified Settlement Fund of amounts to the Participating Claimants. However, the QSF Administrator can only make disbursements that are approved by the Claims Administrator and are otherwise consistent with the terms of this Settlement Agreement. For the avoidance of doubt, it is understood that the amount to be paid to each Participating Claimant is determined by the Claims Administrator and not the QSF Administrator.

7.6. Sterigenics US's Responsibilities. Neither Sterigenics US nor any Released Party shall have any liability, obligation, or responsibility with respect to (i) the investment, disbursement, or other administration or oversight of the QSF, (ii) any liability, obligation, responsibility of the Claims Administrator or QSF Administrator pursuant to this Agreement, or, (iii) any dispute between or among any Participating Claimants and/or their respective counsel with respect to any costs, expenses, legal fees, or litigation costs to be deducted from the QSF.

8. CLAIMS ADMINISTRATION

8.1. Claims Administrator. The PEC shall select a Claims Administrator.

(a) If the Claims Administrator resigns or otherwise cannot perform its duties and responsibilities under the Agreement, a replacement will be selected by the PEC.

(b) Subject to the PEC's direction and oversight, the Claims Administrator's responsibilities and authority shall include the following:

1. The Claims Administrator shall evaluate all Claimants, apply a claim valuation formula or matrix to determine each Claimant's settlement allocation amount, and, in consultation with the PEC, create or administer such other procedures or processes the Claims Administrator deems reasonably necessary for the efficient and timely administration of the Settlement Program; provided, however, that such procedures comply with and are in no way inconsistent with applicable state Rules of Professional Responsibility or the terms of this Agreement.

2. The Claims Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, applicable state Rules of Professional Responsibility or this Agreement, deemed by the Claims Administrator, and any consultants retained by the Claims Administrator to be reasonably necessary for the efficient and timely administration of the Settlement Program.

(c) The Claims Administrator shall be compensated for its reasonable and necessary time charges incurred in the performance of the position at a reasonable rate for the services to be performed, which, for the avoidance of doubt, shall be considered Settlement Administration Expenses.

(d) It is expressly agreed that unless otherwise expressly set forth in this Agreement, the final decisions of the Claims Administrator under this Agreement, which may result from an internal

appeals process, shall be binding, final, and not subject to appeal or to further review or appeal by any court or other body or entity.

8.2. No Role for Settling Defendants in Allocation of Settlement Funds. Settling Defendants and their counsel have played no role in, will play no role in, and will neither take nor bear any responsibility for the allocation of settlement funds among the Participating Claimants and/or their respective counsel.

9. PENDING LITIGATION

9.1. Continuance of Stays. The relevant Parties shall stipulate to continue the stays of the Pending Actions until the earlier of (i) the dismissal of all Pending Actions, pursuant to Section 9.3 and (ii) the termination of this Agreement, including (without limitation) if the Settling Defendants exercise a Walk Away Right.

9.2. Good Faith Settlement Determination. Following the Settling Defendants' Decision to Proceed, the Parties will use their best efforts to obtain a Good Faith Settlement Determination for each Participating Claimant. If the court does not enter a Good Faith Settlement Determination, or if the Good Faith Settlement Determination is overturned on appeal, then (i) the Parties will return to mediation and use best efforts to resolve any issues and (ii) if the issues cannot be resolved, and if requested by the Settling Defendants, the Parties shall, consistent with Section 6.6, take all necessary steps to cause the Escrow Agent to return the Settlement Funds to Sterigenics US.

9.3. Dismissal. Within 10 days of the QSF Funding Date, the Plaintiffs' Counsel, in coordination with each Participating Claimant, shall dismiss, with prejudice, the respective Actions on behalf of each Participating Claimant.

9.4. Other Required Court Approvals. Any additional court approval that may be required by applicable state law shall be obtained, including as follows:

(a) Plaintiffs' Counsel for a Participating Claimant will seek court approval of the settlement of any Claim brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims. The relevant Plaintiffs' Counsel will assume responsibility for all necessary filings relating to notice and approval of the settlement, including procedures for compliance with Circuit Cook of Cook County Rules 6.5 and 12.15. The Released Parties will not be responsible for the associated costs and expenses.

(b) Plaintiffs' Counsel for a Participating Claimant will seek court approval of the settlement of any Claim brought on behalf of a minor or disabled Person. The relevant Plaintiffs' Counsel will assume responsibility for all necessary probate and guardianship filings, all filings relating to court approval of settlement, and all issues or rulings arising therefrom or related thereto, including procedures for compliance with Circuit Cook of Cook County Rules 6.4 and 12.15. The Released Parties will not be responsible for the associated costs and expenses.

10. SUBROGATION CLAIMS, LIENS, AND OTHER THIRD-PARTY CLAIMS

10.1. Statutory Interest of CMS. In acknowledgement of the MMSEA, the Parties acknowledge and agree that in reaching this Agreement, the Parties have considered the statutory interest of the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services in recovering conditional payments made for medical treatment that resulted directly from injury arising from, relating to, or in connection with the Event.

10.2. Identification and Satisfaction of Liens. Plaintiffs' Counsel hereby acknowledges and agrees that Participating Claimants are solely responsible for their respective Liens, and further agrees that:

(a) Plaintiffs' Counsel shall take or facilitate the following steps to identify and satisfy any Liens under this provision:

1. Information sufficient to identify any Liens subject to mandatory reporting requirements of Section 111 of the MMSEA or reporting requirement of any other Governmental Authority ("Governmental Payor Liens") shall be provided on each Claimant's Opt-In Form.

2. As an express condition of the distribution of allocated payments to Participating Claimants from the Qualified Settlement Fund, all entities, individuals, government programs, or Governmental Authorities who have a legitimate interest in, a Lien on, or right of subrogation with respect to Participating Claimants' Claims have been or will be

notified by Participating Claimants and/or Plaintiffs' Counsel to the extent such notification is required by the laws of Illinois, or the applicable laws of any relevant jurisdiction, that a settlement has occurred and that any claims of such entities, individuals, government programs, and Governmental Authorities will be satisfied by Participating Claimant's allocated payment.

3. Plaintiffs' Counsel shall cooperate fully with Settling Defendants by executing any and all documents and providing such additional information or authorizations as may be required to comply with any mandatory reporting requirements of Section 111 of the MMSEA or reporting requirement of any other Governmental Authority. If such additional information or authorizations are required, Settling Defendants and their insurers shall organize and consolidate such requests to avoid duplication. If Medicare requires resolution under a Medicare global model for any Medicare-entitled Participating Claimant receiving payment, Plaintiffs' Counsel agree, in coordination with their represented Participating Claimants, to follow any centralized protocols to coordinate and aggregate all Participating Claimants' Lien obligations, including Medicare.

4. For each Participating Claimant subject to a Governmental Payor Lien, the amount necessary to satisfy any such Lien or Liens shall be withheld from payment to that Participating Claimant and maintained in the QSF until either (i) the receipt of written documentation that the Lien or Liens are satisfied or waived, in which event the withheld amount shall be released to the Participating Claimant; or (ii) the amounts withheld are paid directly to the Governmental Payor in satisfaction of the Lien.

(b) In reaching this Agreement and paying or causing to be paid the Settlement Amount, Settling Defendants are relying on the representations, warranties, and covenants of Plaintiffs' Counsel and, specifically, the actions that Plaintiffs' Counsel have agreed they will take or facilitate to satisfy any and all Liens and subrogation claims by any government program, Governmental Authority, attorneys, healthcare providers, or insurers, should they arise, pertaining to matters involved in or relating to the Event and this Agreement.

(c) Any interest in, Lien on, or right of subrogation with respect to their Claims by or belonging to any and all entities and individuals, including (without limitation) any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by the Participating Claimant's allocated payment.

(d) Except as expressly provided in this Agreement, neither Settling Defendants nor any other Released Party is responsible for Liens or subrogation claims against settlement payments or the costs and expenses incurred in resolving any such Liens or subrogation claims against settlement payments.

10.3. Indemnification by PEC. Each PEC firm indemnifies and agrees to hold harmless each Settling Defendant and all Released Parties from any claim of any holder of a Lien on such PEC firm, to the extent such Lien is applicable to such PEC firm and not to any Participating Claimant.

10.4. Released Parties' Responsibility. Released Parties are not responsible for Liens or subrogation claims against settlement payments or the costs and expenses incurred in resolving any such Liens or subrogation claims against settlement payments.

11. CONFIDENTIALITY; PUBLIC STATEMENTS

11.1. Confidentiality. Claimants and PEC will not issue any press releases, press briefings, tweets, Instagram posts, or any other social media posts relating to this Agreement. PEC will not identify Settling Defendants or Released Parties by name in any marketing communications, including websites, but may otherwise discuss information that is already in the public domain and may refer to "ethylene oxide litigation." For the avoidance of doubt, this section applies regardless of the jurisdiction in which the press release or other statement is being made or to which it is being directed.

11.2. Solicitation and Marketing.

(a) The members of the PEC represent and warrant that they and their respective law firms have no present intention to solicit, accept, or represent new clients for the purpose of bringing any Claim against any Released Party.

(b) The members of the PEC represent and warrant that:

1. PEC has conferred with Non-PEC Firms about the obligations of this Section 11;

2. The list of Other Facility Claims reflected in Appendix E is complete and accurate as of the Effective Date; and

3. Plaintiffs' Counsel are not currently pursuing any Other Facility Claims, regardless of whether they are counsel of record or referral counsel, other than those listed on Appendix E.

(c) The members of the PEC affirm that, to the best of their knowledge, they have ceased all advertising for Claims and have no present intention to resume such advertising. This includes purchases of Google ad words, emails, or other communications with client databases regarding Claims and any other solicitation originating from any PEC in any medium, including television, billboards, websites, blogs, internet ads or pop-ups, newspapers, magazines, Facebook, Twitter, Instagram, or other social media outlets.

11.3. Permitted Disclosures.

(a) PEC acknowledges that Settling Defendants will be disclosing the principal terms of the overall settlement (including the total amount to be paid by the Settling Defendants) and may also disclose this Agreement if the Settling Defendants determine that such disclosure is required by federal securities laws and regulations.

(b) Notwithstanding anything in this Section 11 to the contrary, the Parties may disclose this Agreement and its terms in order to:

1. comply with any law, rule, regulation, order, or government-imposed requirement (including, for the avoidance of doubt, applicable Rules of Professional Responsibility); provided that any disclosure shall be made only with prior notice to the non-disclosing Party (unless prohibited by applicable law, rule, order, or decree or other requirement having the force of law); or

2. prove the existence of or enforce the Agreement in a court proceeding, arbitration proceeding, mediation, or as otherwise required by law or ethical obligations, such as for informed consent purposes to obtain court approval of a settlement before the Release can bind a minor or incompetent Person. The disclosing Party shall seek a protective order. If Plaintiffs' Counsel or other Party receives notice of a legal proceeding in which the court or a party requests and/or orders the disclosure of any confidential matter covered by this Agreement, notice shall be given to the other Parties forthwith and the ones giving notice shall make a motion seeking a protective order to protect the confidentiality of confidential matters under this Agreement.

12. MISCELLANEOUS

12.1. No Admission of Liability or Lack of Merit.

(a) Neither this Agreement nor any exhibit, document, or instrument delivered hereunder, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by (i) any Released Party of any fault, liability, wrongdoing, fact, or damages or of the truth of any allegations asserted by any Claimant against them (ii) any Participating Claimant of any lack of merit in their Claims.

(b) No Party shall seek to introduce into evidence or use in any judicial proceeding this Agreement, any exhibit, document, or instrument delivered hereunder, or any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, except as necessary to enforce the terms of this Agreement (or in connection with the determination of any income tax liability of a party) or any instrument executed and delivered pursuant to this Agreement (including any Opt In Form or Release). If a Person seeks to introduce and/or use any of the matters described herein in any proceeding against any Released Party, the restrictions of this Section 12.1 shall not apply to any Released Party with respect to that Person.

12.2. Insurer Claims. For avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

12.3. Deadlines. If any action or event does not occur by the date provided by this Agreement, the Parties shall work together to adjust the dates in order for the Parties to accomplish their agreed upon desire to complete this settlement, including by invoking the assistance of the Mediator if necessary. Any agreement changing a date provided by this Agreement shall be in writing, with copies to the notice parties set forth in Section 12.5.

12.4. Tax Issues. The Parties acknowledge and agree that the Settlement Fund is intended to constitute damages for personal physical injuries or physical sickness within the meaning of section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the Event, and no portion of the proceeds paid to Participating Claimants from the Settlement Fund is intended to be for punitive or exemplary damages, nor prejudgment or post-judgment interest, nor non-physical injuries. The Parties shall cooperate with respect to compliance with any required tax reporting, including by using reasonable efforts to provide (or to cause Plaintiffs' Counsel and Claimants to provide) any information or tax forms reasonably requested by the Settling Defendants, the Claims Administrator, or the QSF Administrator. No amount of taxes shall be withheld by any Person making a payment pursuant to the settlement in accordance with this Agreement except to the extent required by applicable law. Any amounts that are withheld in respect of taxes shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made. No Party makes any representations regarding the potential tax treatment for the transactions provided herein and, subject to Section 6.5, each Party is solely responsible for paying his, her, or its own taxes, including any tax consequences arising from, relating to, or in connection with this Agreement.

12.5. Notice. All notices, requests, demands, and other communications hereunder shall be in writing and delivered personally by email or by mail accompanied by an email copy to the recipient. Notices shall be sent to the appropriate Party at its address given below (or at such other address for such Party as shall be specified by notice given under this Agreement):

If to the PEC or Plaintiffs' Counsel, to:

Salvi, Schostok & Pritchard, P.C. 161 N. Clark Street, Suite 4700
Chicago, Illinois 60601
Attn: Patrick A. Salvi
Email: psalvi2@salvilaw.com

Romanucci & Blandin, LLC 321 N. Clark Street, Suite 900
Chicago, Illinois 60654
Attn: Bryce Hensley

Email: bhensley@rblaw.net

If to Settling Defendants to:

Munger, Tolles & Olson LLP
350 South Grand Avenue
Los Angeles, CA 90071
Attn: Brad D. Brian, Esq.
Attn: Bethany Kristovich, Esq.
Attn: Juliana Yee, Esq.
Email: brad.brian@mto.com bethany.kristovich@mto.com juliana.yee@mto.com

12.6. Effective Date of Notice. Any notice, request, instruction, or other document shall be deemed to have been given as of: (i) the date so transmitted by electronic mail, (ii) on the next Business Day when sent by Federal Express or other overnight delivery service, or (iii) five Business Days after the mailing date if sent by U.S. mail, provided that if any date on which the notice or other communication shall be deemed to have been given is not a Business Day, the notice or other communication shall be deemed to have been given as of the next Business Day.

12.7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law

of another jurisdiction. Any proceedings relating to this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

12.8. Consent to Submit to Jurisdiction of Court; Mediator. Except to the extent the Parties have otherwise agreed to submit certain disputes to the Mediator as provided by this Agreement, the Parties acknowledge and agree that the Circuit Court of Cook County, Illinois presiding over the *In re: Willowbrook Ethylene Oxide Litigation*, Case No. 18 L 010744, has jurisdiction to enforce this Agreement, including the adjudication of issues relating to the termination or removal of liens.

12.9. Waiver of Inconsistent Provisions of Law; Severability.

(a) To the extent permitted by applicable law and ethical requirements, and except as set forth in subsection (c) below, each Party waives any provision of law (including the common law) that renders any provision of this Agreement or Release invalid, illegal, or unenforceable in any respect.

(b) In any event, upon any determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the extent permitted by applicable law and ethical requirements.

(c) Settling Defendants' Walk Away Rights are a non-severable part of this Agreement. If the Walk Away Rights, or any of them, are determined or held to be invalid, in whole or part, then the entire Agreement is invalid and terminated and any obligations, including those relating to payment, are extinguished.

12.10. Electronic Signatures. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person.

12.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Counsel for any Party shall be authorized to assemble a composite counterpart which shall consist of one copy of each page, except the signature pages, together with multiple counterpart signature pages executed on behalf of every party to this Agreement. The composite counterpart may then be used by any Party for all purposes as the complete and executed Agreement.

12.12. Good Faith Negotiations. The Parties each acknowledge that the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by each Party's own free will; and no Party has been improperly influenced or induced to enter this Agreement as a result of any act or action on the part of any other Party or employee, agent, attorney or representative of any other Party. The Parties acknowledge that they entered into this Agreement to compromise permanently and settle the claims of any Participating Claimant, on the one hand, against Settling Defendants and/or Released Parties on the other hand, settled by the execution of this Agreement and the Participating Claimant's individual Release.

12.13. Construction. The Parties understand and agree that each term and condition of this Agreement has been mutually negotiated, prepared, and drafted, and if at any time the Parties are required to interpret or construe any term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted, or requested any term or condition.

12.14. Headings; References. The headings of the Table of Contents, Sections, and/or sub-sections of this Agreement are for convenience only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The words "include" and "including" and words of similar import when used in this Agreement or any Exhibit are not limiting and shall be construed to be followed by the words "but not limited to," whether or not they are in fact followed by those words. The definitions in this Agreement or any Exhibit apply to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders. As used herein or in any Exhibit, the symbol "$" shall mean United States dollars. References to instruments or documents being delivered or submitted "by" any Person include (whether or not so specified) delivery or submission on behalf of such Person by his counsel whether or not so specified, provided that if any particular instrument or document must be executed by a particular Person, it must (unless otherwise expressly specified herein) be executed by that Person. References to any particular Section shall be deemed to refer to any and all sub-sections of that Section and any and all sub-sub-Sections of those sub-Sections, and so on.

12.15. Third Party Beneficiaries; Assignment. Except for Participating Claimants and the Released Parties and their respective successors and assigns, no provision of this Agreement is intended to create any third-party beneficiary to this Agreement. With the exception of the Sterigenics US, solely as funder of the Escrow Account, and Sotera Health Company, solely as guarantor of Sterigenics US's Escrow Account funding obligation, and notwithstanding any other provision herein, none of the Released Parties has any obligation to the Participating Claimants, financial or otherwise, under this Agreement or otherwise as a result of or in consideration for the Participating Claimants opting into the settlement or for releasing and covenanting not to sue the Released Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the Released Parties and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by the Participating Claimants or Plaintiffs' Counsel without the prior written consent of Settling Defendants. No right in a Claim or right to release a Claim may be assigned by any Participating Claimant after the Execution Date without the prior written consent of Settling Defendants. Any assignment in violation of this Section 12.15 shall be null and void *ab initio*. Any Party shall have the right to seek to avoid the effect of any such assignment made in violation of this section in proceedings before an appropriate court.

12.16. Amendments. This Agreement may be amended by (and only by) a written instrument signed by the Parties.

12.17. Further Assurances. The Parties shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by the other Party, and otherwise reasonably cooperate with the other Party in a manner consistent with the terms of this Agreement, as may be reasonably necessary to effectuate the intent, terms, and purposes of this Agreement.

12.18. Privileges Retained. Nothing in this Agreement, or the negotiations or proceedings relating to it, is intended to be, nor shall be deemed to constitute, a waiver of any applicable privileges or immunities, including (without limitation) the attorney-client privilege, the joint-defense privilege, the common interest privilege, and any attorney work product protections or immunities.

12.19. Construction. In the event any court, arbitrator, or other adjudicative body of competent jurisdiction is called upon to interpret this Agreement, the language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of which Party drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. No Party may offer in evidence or otherwise use, for purposes of suggesting any interpretation of this Agreement, any prior drafts of this Agreement.

12.20. Entire Agreement. This Agreement, including (without limitation) each Participating Claimant's executed Opt In Form, Release and Declaration of Counsel, contains the entire agreement between Plaintiffs' Counsel and Participating Claimants and Settling Defendants with respect to the subject matter hereof, and supersedes and cancels all previous agreements, negotiations, and commitments in writing between the Parties with respect to the subject matter hereof.

12.21. Survival. Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties set forth in Section 6.6 shall survive the termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

SETTLING DEFENDANTS:

STERIGENICS U.S., LLC

DATED: March 28, 2023

/s/ Matthew J. Klaben
Matthew J. Klaben
Senior Vice President, General Counsel and Secretary

SOTERA HEALTH LLC

DATED: March 28, 2023

/s/ Matthew J. Klaben
Matthew J. Klaben
Senior Vice President, General Counsel and Secretary

GUARANTOR, solely as to its obligations under Section 6.3:

SOTERA HEALTH COMPANY

DATED: March 28, 2023

/s/ Alex Dimitrief
Alex Dimitrief
Senior Vice President, General Counsel and Secretary

PLAINTIFF'S EXECUTIVE COMMITTEE

ROMANUCCI & BLANDIN, LLC

DATED: March 28, 2023

/s/ Antonio Romanucci
Antonio Romanucci

SMITH LACIEN, LLP

DATED: March 28, 2023

/s/ Brian LaCien
Brian LaCien

TOMASIK KOTIN KASSERMAN, LLC

DATED: March 28, 2023

/s/ Daniel M. Kotin
Daniel M. Kotin

THE COLLINS LAW FIRM, P.C.

DATED: March 28, 2023

/s/ Shawn M. Collins
Shawn M. Collins

HART MCLAUGHLIN & ELDRIDGE, LLC

DATED: March 28, 2023

/s/ Steven A. Hart
Steven A. Hart

DATED: March 28, 2023

MINER, BARNHILL & GALLAND, P.C.

/s/ Deanna N. Pihos
Deanna N. Pihos

DATED: March 28, 2023

SALVI, SCHOSTOK & PRITCHARD P.C.

/s/ Patrick A. Salvi II
Patrick A. Salvi II

EXHIBIT A
Form of Opt-In Form

Willowbrook Ethylene Oxide Settlement Program

I. Opt-In Form

A Settlement Agreement (the "**Agreement**") has been entered into with Sotera Health LLC and Sterigenics U.S., LLC relating to claims for injuries arising from or relating to the alleged use and emission of ethylene oxide from Sterigenics US's operations in and around Willowbrook, Illinois and related claims (collectively, the "**Claims**"). As part of the Agreement, the parties have established a settlement program ("**Program**") under which a claims administrator may review and evaluate my Claims, as well as the Claims of others, to determine potential settlement offer amounts.

I understand that I may be eligible to participate in the Program to resolve any and all Claims I may have against Sterigenics U.S., LLC, Sotera Health LLC, Sotera Health Company, and others listed in the Release Agreement ("**Released Parties**") arising from, relating to, or in connection with the alleged use or emission of ethylene oxide from Sterigenics U.S., LLC's or any other Released Party's operations in and around Willowbrook, Illinois. I understand that, under the terms of the Program, my Claims will be reviewed and evaluated by a claims administrator using objective criteria. I understand that the claims administrator has determined a potential settlement offer amount for my Claims, based on the claims administrator's review of the facts of my Claims and the objective criteria of the Program as determined by the plaintiffs' counsel that established the Program. I may decide whether or not to accept the settlement offer amount. I also understand that the receipt of any settlement amount, even if I accept it, is contingent on my agreement to (a) this Opt-In Form and (b) the Release Agreement accompanying this form (the "**Release**"). I further understand that my receipt of settlement funds is also contingent on events outside of my control, including the decisions by others to participate in the Program. The deadline to opt into the Program and submit the required information is _____.

I further understand that if I opt into the Program, I am agreeing:

1. That I have a right to make an informed decision about whether to opt into the Program.

2. That I have been informed of the amount of my settlement offer, and of the method by which that amount was determined as described above. I have also been informed of the terms of the Agreement, this Opt-In Form, and the Release, and have had a full opportunity to consult with my lawyer about the meaning and significance of the terms and consequences of opting in.

3. That any available appeals of the amount of any payment allocated to my Claims will be resolved by the claims administrator, and that the claims administrator's decisions will be final and binding, with no right to appeal.

4. That Released Parties and their lawyers have played no role in, will play no role in, and neither take nor bear any responsibility for the allocation of settlement funds among claimants.

5. That I will be bound by the terms of the Agreement, this Opt-In Form, the Release, and the jurisdiction of the claims administrator with regard to the determination of my settlement offer amount under the Program.

6. That I will dismiss with prejudice my pending Claims in accordance with the terms of the Agreement.

☐	I elect **TO OPT INTO** the Willowbrook Ethylene Oxide Settlement Program.
☐	I elect to **NOT** opt into the Willowbrook Ethylene Oxide Settlement Program. I understand that by not opting in, I am not entitled to any compensation through the Willowbrook Ethylene Oxide Settlement Program. I acknowledge that I am required to complete a Claimant Fact Sheet and Mental Health Addendum (if applicable) and provide the Claims Administrator further information about my claims and injuries.

Claimant Signature			**Date**	___/__/___(MM) (DD) (YEAR)
Printed Name	First	MI	Last	

II. Claimant Information

Name of Injured Party	First	MI	Last
Name of Legal Representative of Estate or Dependent (if applicable)	First	MI	Last
Name of Claimant's Counsel	First	MI	Last
Law Firm Name		**Law Firm Address**	

EXHIBIT B
Form of Declaration of Counsel

Declaration of Counsel

INSTRUCTIONS

Capitalized terms not defined in this Declaration of Counsel have the meanings provided in the Willowbrook Group Settlement Agreement between and among Plaintiffs' Executive Committee, Sotera Health LLC, and Sterigenics U.S., LLC, dated March 28, 2023 (the "Settlement Agreement").

The completed and signed Declaration of Counsel must be submitted to the Claims Administrator on or before [OPT-IN DATE].

As set forth in Section 3.3 of the Settlement Agreement, timely submission of this completed and signed Declaration of Counsel, along with a completed and signed Opt In Form and Release, is **required** for a Claimant to Opt In to the Settlement Program.

Please note: As set forth in Sections 3.4 and 3.5 of the Settlement Agreement, even if a client does not opt into the settlement, becomes unreachable during the administration process, or has a claim that is determined by the Claims Administrator to be invalid, frivolous, or otherwise not compensable, counsel agrees to complete and submit a Claimant Fact Sheet and, if applicable, a Mental Health Addendum, for that client.

For completion of the Claimant Information section below, Plaintiffs' Counsel may submit this form with Claimant information for more than one Claimant by attaching an Excel spreadsheet with the columns for all information requested by the section.

Declaration of Counsel

I,__, hereby certify as follows:

I am an attorney in good standing who is admitted to practice law in the State of

__.

I represent the Claimant identified below ("my Client") in connection with my Client's Claims. I have personally reviewed and am fully familiar with my Client's settlement offer amount, the allocation matrix used by the Claims Administrator to determine each Claimant's settlement offer amount in the Settlement Program, the Settlement Agreement, Opt In Form, and Release, and I believe that the Settlement Program presents a fair, just, and efficient method for resolving my Client's Claims. I provided the Opt In Form and Release to my Client, along with the aggregate settlement disclosure documents, and have been available to discuss with my Client their terms and conditions to enable my Client to make an informed decision about whether to accept his/her settlement offer and Opt In to the Settlement Program.

CLAIMANT INFORMATION

Claimant Name	Last	First		Middle
Claimant Address	Street			
	City	State	Zip	Country
Claimant Date of Birth (Month, Day, Year) __/__/__	**Social Security Number** |__|__|__|-|__|__|-|__|__|__|__|			
Name of person injured if different than Claimant	Last	First		Middle

ATTORNEY INFORMATION

Attorney Name	Last	First		Middle
Firm Name				
Address	Street			
	City	State	Zip	Country
Telephone Number	(__)__-__	**Facsimile**	(__)__-	
Email				

ATTORNEY CERTIFICATION AND SIGNATURE **Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the undersigned verily believes the same to be true.**				
Signature			**Date**	__/__/__ (month) (day) (year)
Printed Name	First	MI	Last	

EXHIBIT C
Form of Release by Participating Claimants

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is made and entered into on the date signed below by the undersigned claimant ("Releasor") and takes effect on the Effective Date (as defined herein).

RECITALS

WHEREAS, on March 28, 2023, Sotera Health LLC and Sterigenics U.S., LLC ("Settling Defendants") and counsel for Releasor ("Releasor's Counsel") entered into a binding agreement to provide for the full and final resolution (the "Group Settlement Agreement") of the Releasor's Covered Claims (as defined herein), including claims that have been, could have been, or may be asserted against Settling Defendants or others for injury arising from, relating to, or in connection with the use and/or emission of ethylene oxide by and/or from Sterigenics U.S., LLC's or any other Released Party's (as defined herein) operations in or around Willowbrook, Illinois;

WHEREAS, Settling Defendants deny any and all liability with respect to the Covered Claims, and deny any liability to Releasor;

WHEREAS, in return for good and valuable consideration, as determined by the settlement program described in the Group Settlement Agreement (the "Settlement Program"), Releasor agrees through this Release Agreement to release, settle, and discharge any and all Covered Claims against the Released Parties;

WHEREAS, Releasor has been informed of the details of the Settlement Program, including Releasor's individual allocated settlement amount, and has elected to participate in the Settlement Program, and therefore, as required by the Group Settlement Agreement, is entering into this Release Agreement; and

WHEREAS, this Release Agreement is conditioned on the performance and fulfillment of conditions set forth in the Group Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Releasor agrees as follows:

DEFINITIONS

1. **Releasor.** References to Releasor include Releasor's heirs, beneficiaries, next of kin, executors, administrators, successors, assigns, and any person or entity claiming by, through, under, or on their behalf.

2. **Releasor's Counsel**. "Releasor's Counsel" means the lawyer(s) and law firm representing Releasor in any pending Covered Claims asserted against any Released Parties.

3. **Released Parties.**

(a) "Released Party" or "Released Parties" means:

i. Sotera Health Company; Sotera Health Holdings, LLC; Sotera Health LLC; Sotera Health Topco Parent, LP; and Sotera Health GP, LLC;

ii. Sterigenics U.S., LLC;

iii. Warburg Pincus LLC and all funds, general partners and management companies associated with or managed by Warburg Pincus LLC or its affiliates, including without limitation Warburg Pincus Private Equity XI, LP; Warburg Pincus Private Equity XI-B, LP; Warburg Pincus Private Equity XI-C, LP; Warburg Pincus XI Partners, LP; WP XI Partners, LP; Warburg Pincus XI, LP; WP Global, LLC; Warburg Pincus Partners I, LP; Warburg Pincus GP LLC; Warburg Pincus (Cayman) XI, LP; Warburg Pincus XI-C, LLC; Warburg Pincus Partners II (Cayman), LP; Warburg Pincus (Bermuda) Private Equity GP Ltd.; Warburg Pincus & Co., WP XI, LP; Bull Co-Invest, LP; Warburg Pincus Private XI, LP; Warburg Pincus Partners II, LP; Warburg Pincus Partners II Holdings, LP; Warburg Pincus Partners GP LLC; Warburg Pincus Partners II Holdings (Cayman), LP; WPP II Administrative (Cayman), LLC, and their respective affiliates, members, officers, directors, partners, and limited partners;

iv. GTCR LLC; GTCR L.L.C.; and GTCR Golder Rauner II, L.L.C.; all funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C., including without limitation GTCR Fund IX/A, L.P.; GTCR Fund IX/B, L.P.; GTCR Co-Invest III, L.P.; GTCR Fund XI/A LP; GTCR Fund XI/CLP; GTCR Partners XI/A&C LP; GTCR Co-Invest XI LP; GTCR Investment XI LLC; GTCR Fund XI/A VCOC; GTCR Fund XI/C VCOC; and the respective affiliates, managers, limited partners, and members of (i)

GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, L.L.C.; and (ii) the funds associated with GTCR LLC, GTCR L.L.C., and GTCR Golder Rauner II, LLC;

v. all of the foregoing entities' affiliates, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, assigns, as well as any current, former, direct or indirect partners, managers, members, shareholders, employees, directors, officers, management companies, incorporators, investors, landlords, tenants, suppliers, service providers, customers, consultants, attorneys, agents, declarants, affiants, or other representatives, including (witout limitation) ******; and

vi. The Released Parties' insurers, including (without limitation) Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG.

(b) All Released Parties are intended third-party beneficiaries of this Release Agreement.

4. **Covered Claims.** "Covered Claims" means the following categories of claims:

(a) Any lawsuits, disputes, and/or claims, whether filed or unfiled, that have been, or may in the future be, asserted against the Settling Defendants or any other Released Parties regarding injuries arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's or any other Released Party's operations in or around Willowbrook, Illinois ("Willowbrook Claims"). For the avoidance of doubt, Willowbrook Claims include (without limitation) injuries—arising from, relating to, or in connection with the alleged use or emissions of ethylene oxide from Sterigenics U.S., LLC's Willowbrook facility—that may develop in the future, whether the alleged injury relates to an entirely new diagnosis or a recurrence of an earlier medical diagnosis. Willowbrook Claims do not include claims regarding injuries that are unrelated or not alleged to be related to ethylene oxide exposure in or around Willowbrook, Illinois (e.g., a claim arising from a vehicle accident between a Released Party and an employee driving a vehicle belonging to a Settling Defendant). The Willowbrook Claims include (without limitation):

i. The judgment in *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475;

ii. All claims against Sterigenics U.S., LLC as successor to Sterigenics EO, Inc., IBA S&I, Inc., Griffith Micro Science, Inc., Micro-Biotrol, Inc., and Micro- Biotrol Company related to the operations of any of those companies in or around Willowbrook, Illinois; and

iii. The following cases in the Circuit Court of Cook County, Illinois: *Kamuda v. Sterigenics U.S., LLC*, Case No. 2018-L-010475; *Fornek v. Sterigenics U.S., LLC*, Case No. 2018-L-010744; and *Schumacher v. Sterigenics U.S., LLC*, Case No. 2018-L-011939.

(b) Actions, citations, or potential actions or citations to enforce or collect on a judgment or verdict obtained in any case involving Willowbrook Claims, including but not limited to *Kamuda v. Sterigenics U.S., LLC*, Case No. 18-L-010475, pending in the Circuit Court of Cook County, Illinois (Hon. Patrick Heneghan); and

(c) The *Bachoe v. Sotera Health Co.* action filed on November 1, 2022 in the Circuit Court of Cook County, Illinois (Case No. 2022-L-009825), the *Bachoe v. Sotera Health Co.* action now pending in the U.S. District Court for the Northern District of Illinois (Case No. 22-cv-06292), and any other actual or potential actions seeking to challenge any transfer of assets to or from Sterigenics U.S., LLC, Sotera Health LLC, or any other Released Party to any other entity or person.

5. **Effective Date**. The terms of this Release Agreement immediately become binding upon the Releasor's execution hereof (such date of execution, the "Effective Date") and without any further action required; *provided*, *however*, that the release of Covered Claims, as described in Paragraphs 6 and 7, will not become effective unless and until the QSF Funding Date occurs (as defined in the Settlement Agreement). If the Settling Defendants opt to terminate the Settlement Agreement, this Release Agreement will be null and void *nunc pro tunc* and returned to Releasor's Counsel.

RELEASE OF CLAIMS

6. **Complete and Final Release.** As of the Effective Date, in return for good and valuable consideration, including participation in and the individual settlement amount determined by the Settlement Program, the sufficiency of which is acknowledged, Releasor hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, rights, actions, suits, damages, and causes of action of whatever kind, nature, or description whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor may now or may hereafter have or assert against Released Parties arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor may now or may hereafter have or assert against Released Parties for alleged injuries,

losses, and damages, including pain and suffering, wrongful death, punitive damages, survivorship, personal injuries, and related damages, and loss of services, consortium, companionship, and all other intangible losses, whether based in tort, intentional tort, contract, statute, or other theory of recovery, attorneys' fees and costs, mental or emotional distress, or for hospital, medical, nursing, or other healthcare expenses, lost wages, or any other losses or expenses, whether known or unknown, whether already in existence or to arise in the future, anticipated or not, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(b) Without limiting the foregoing, this Release Agreement includes any and all claims which Releasor's spouse (including but not limited to putative or common law spouse or domestic partner), if any, may now or may hereafter have or assert against Released Parties for alleged injuries, losses and damages, including pain and suffering, wrongful death, punitive damages, attorneys' fees and costs, loss of services, loss of companionship and/or consortium, society or support, mental or emotional distress, or for hospital, medical, or nursing or other healthcare expenses, lost wages, or any other losses and expenses, whether known or unknown, whether already in existence or to arise in the future, arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(c) Without limiting the foregoing, this Release Agreement includes any and all claims against Released Parties for pecuniary loss, injury, or damage which might accrue to Releasor, his or her estate, and others by virtue of Releasor's death, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise from, relate to, or are in connection with the Covered Claims or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(d) Without limiting the foregoing, Releasor hereby agrees and covenants that Releasor will never: (i) take any legal or other action to initiate, pursue, or maintain, or otherwise attempt to execute upon, collect, or otherwise enforce, any claim against any of the Released Parties constituting, arising from, relating to, or in connection with the Covered Claims, (ii) institute any new legal action against any Released Party relating to any injury Releasor has ever claimed, or may at any time hereafter claim, was caused in whole or in part by any Released Party arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims, whether in the past or in the future, and/or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that has been or may be entered against any Released Party in any legal action described in clause (ii), or (iv) maintain Releasor's pending legal action(s) against any Released Party.

(e) Without limiting the foregoing, Releasor acknowledges that Releasor's individual allocated settlement as determined by the Settlement Program shall constitute the full compensation which will ever be paid to Releasor by or on behalf of the Released Parties by reason of the claims which have been or which may ever be made against Released Parties arising out of or by reason of or in any manner connected with Releasor's injuries arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims; that neither Sterigenics U.S., LLC nor any Released Party shall have any responsibility whatsoever for the payment of Releasor's attorneys' fees or costs, or for the payment of any taxes owed by Releasor, or for satisfaction of liens associated with the allocation of settlement funds; that this Release Agreement is final and binding upon Releasor; and that no Covered Claim, derivative or otherwise, may ever be brought against Released Parties.

(f) Without limiting the foregoing, Releasor agrees to release any rights he or she may have regarding claims relating to or arising from any Covered Claim that Releasor does not know or suspect to exist at this time and that, if known by him or her, would materially affect his or her settlement with the Released Parties. Releasor expressly and knowingly waives any statutory or judicial provisions, rulings, or mandates to the contrary.

(g) Without limiting the foregoing, Releasor agrees to release all claims, past, present, and future, alleged or that could have been alleged against insurers that have any of the Released Parties as a named insured, including but not limited to Steadfast Insurance Company/Zurich Insurance Group and National Union/AIG, relating to or arising from any Covered Claims. For the avoidance of doubt, Released Parties maintain, and do not release, any claims they may have against their insurers.

(h) Without limiting the foregoing, if Releasor settles with any third party against whom claims are not released through this Release Agreement (collectively, "Non- Settling Third Parties"), Releasor will obtain a release from the Non-Settling Third Party for Released Parties for any claim for indemnity, contribution, or similar theory. If Releasor obtains a judgment against any Non-Settling Third Party, Releasor will not execute on any portion of that judgment that the Non-Settling Third Party successfully seeks from Released Parties via a claim for indemnity, contribution, or similar claim. Releasor agrees to indemnify, defend, and hold harmless Released Parties for any claims for indemnity or contribution brought by any Non-Settling Third Parties against Released Parties arising from or relating to the Covered Claims.

7. **Other Claims.** Releasor understands and agrees that certain of Releasor's relatives, dependents, or others might have potential claims against Released Parties for the alleged injuries of Releasor. Releasor understands and agrees that by executing this Release Agreement and receiving a monetary payment, Releasor has received fair, just, and adequate consideration for any claims for the alleged injuries of Releasor which may arise from, relate to, or are in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims. Releasor understands and agrees that by executing this Release Agreement, Releasor has forever released, discharged, and given up any and all claims that Releasor or others might have against Released Parties for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

(a) Releasor specifically agrees to indemnify, defend, and hold the Released Parties harmless from and against any claim arising from, relating to, or in connection with the Covered Claims that may be brought by any beneficiary or next of kin of Releasor. Releasor agrees that such indemnification includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs, and all other costs and expenses of defending any such claim or other claim for wrongful death.

(b) Releasor warrants and represents that, apart from any liens held by the Lien Holders as defined in Paragraph 9(a) below, no claims or portion of the claims which are the subject of this Release Agreement have been assigned or otherwise transferred to any person or legal entity which claims a right thereunder as against the Releasor and/or Released Parties. Releasor specifically warrants and represents that to the extent any bankruptcy action is pending, Releasor will take all necessary actions to notify the Bankruptcy Court of this settlement and will fulfill all obligations to the Bankruptcy Court. Releasor agrees to indemnify, defend, and hold harmless Released Parties from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorneys' fees, that result from the failure, if any, of Releasor to fulfill his or her obligations to any bankruptcy court. Upon request, Releasor further agrees that he or she will provide written confirmation that he or she fulfilled any bankruptcy court obligations.

RELEASOR ACKNOWLEDGMENTS

8. **Acknowledgements by Releasor**.

(a) RELEASOR IS ENTERING INTO THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF ANY RELEASED PARTY OR ANY OTHER PERSON. RELEASOR UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE AGREEMENT.

(b) Releasor acknowledges that Releasor has been informed of the terms of the Group Settlement Agreement and has read this Release Agreement, and Releasor has had an opportunity to obtain advice from, and ask questions of, a lawyer of Releasor's choosing regarding the terms and legal effect of the Group Settlement Agreement, this Release Agreement, and Releasor's decision to accept the individually allocated settlement determined by the claims administrator, in accordance with the procedures set forth by the Settlement Program. Releasor further acknowledges that Releasor has been informed that the effectiveness of this Release Agreement and payment to Releasor of Releasor's settlement allocation are contingent on certain events and conditions outside of Releasor's control, including, but not limited to, the decisions by other plaintiffs alleging Covered Claims to participate in a settlement with Released Parties. Releasor acknowledges that Releasor has been informed of all these matters by Releasor's Counsel and such counsel has answered all of Releasor's questions (if any) to Releasor's satisfaction.

(c) Releasor understands that Releasor has the right to make an informed decision regarding whether to sign this Release Agreement. Releasor acknowledges that Releasor understands this Release Agreement.

(d) Releasor further understands that any amounts paid to Releasor will be transmitted from the qualified settlement fund to Releasor's Counsel, in trust for Releasor, to be disbursed to Releasor subject to: (a) any applicable lien holdbacks or payment obligations, including to Releasor's counsel; (b) the payment of any court-ordered common cost assessments; and (c) the provisions of the Group Settlement Agreement and this Release Agreement. Released Parties take and bear no responsibility for the maintenance of funds in trust, or distribution or withholding of settlement funds from Releasor's Counsel to Releasor.

(e) Releasor understands and acknowledges that Released Parties and their counsel have played no role in, and take and bear no responsibility for, the allocation of settlement amounts among settling plaintiffs or the allocation of settlement funds between settling plaintiffs and settling plaintiffs' counsel.

(f) Releasor acknowledges that Releasor's Counsel have been available to assist Releasor in the informed consent process and to answer any questions that Releasor might have had about this

Release Agreement, the Group Settlement Agreement, and any other related and relevant documentation.

(g) The parties acknowledge and agree that the settlement amount is intended to constitute damages for personal physical injuries or physical sickness within the meaning of section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the Covered Claims, and no portion of the proceeds paid to Releasor from the settlement amount is intended to be for punitive or exemplary damages, nor prejudgment or post-judgment interest, nor non-physical injuries.

(h) Releasor understands and agrees that a substantial reason for Settling Defendants agreeing to pay and paying the money referenced in this Release Agreement is the settlement, release, and elimination of any and all claims that Releasor or others have now or in the future might have, absent this Release Agreement, for the alleged injuries of Releasor arising from, relating to, or in connection with the Covered Claims, or based on any of the conduct alleged in the litigation relating to any Covered Claims.

LIENS AND SUBROGATION CLAIMS

9. **Releasor's Responsibility for Liens and Subrogation Claims**.

(a) Releasor is solely responsible for any liens and agrees to pay or has paid any liens held by or amounts owed to third parties, whether persons or entities, including any state or federal government entities, individual healthcare providers, insurers, litigation funders, or attorneys (all hereinafter "Lien Holders[1]"), arising out of or related to Releasor's Covered Claims. Releasor also agrees that any liens based on any hospital or medical expenses incurred as a result of Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims will be resolved and/or satisfied by Releasor. Releasor will indemnify, defend, and hold harmless Released Parties from claims by any Lien Holders, actual or asserted.

(b) Releasor agrees that any interest in, lien on, or right of subrogation in his or her Covered Claims by or belonging to any and all entities and individuals, including without limitation any governmental agencies or authorities, attorneys, litigation funders, healthcare providers, and/or insurers, will be satisfied by Releasor's allocated payment.

(c) Releasor agrees that Released Parties are not responsible for liens or subrogation claims against any settlement payments or the costs and expenses incurred in resolving any such liens or subrogation claims against settlement payments.

(d) Releasor acknowledges that lien resolution may take place pursuant to a Medicare global model for any Medicare-entitled Releasor receiving payment under the Release Agreement. Releasor and Releasor's Counsel agree to follow any centralized protocols to coordinate and aggregate the resolution of all Releasor's lien obligations, including Medicare.

(e) Releasor understands and agrees that as a condition to the disbursement of the allocated settlement funds to Releasor, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall ensure that: (1) any and all known medical liens, claims arising from medical expenses, past, present, and/or future, and/or other liens including but not restricted to liens and/or claims by any Lien Holder (hereinafter "Liens"), incurred as a result of Releasor's claims or claimed injuries arising from, relating to, or in connection with the Covered Claims have been, or will be, resolved, or that a holdback amount has been agreed to with Medicare, and (2) each Lien asserted by a state or federal government, individual healthcare provider, insurer, litigation funders, and/or attorney Lien Holder has been, or will be, resolved. In addition to the foregoing, Releasor, through Releasor's Counsel or a lien resolution administrator retained by Releasor's Counsel on behalf of Releasor, shall cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with mandatory reporting requirements.

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[1] For purposes of this Release Agreement, the term Lien Holder shall expressly include (without limitation) the following: workers' compensation carriers, health insurers, healthcare providers, Medicare, Medicaid, the U.S. Department of Veterans Affairs, the U.S. Department of Defense, TRICARE, Indian Health Services, litigation funders, attorneys, and any other private or public individual, entity, or program that holds liens or is owed payment arising out of or related to Releasor's claimed injuries arising from, relating to, or in connection with the Covered Claims.

(f) Releasor further agrees to cooperate fully with Released Parties, their attorneys and agents by executing any and all documents and providing any additional information required by or on behalf of the Releasor to comply with the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA § 111"). If Releasor is found to be Medicare eligible, Sterigenics U.S., LLC, as the Responsible Reporting Entity (under the provisions of MMSEA § 111) shall report the settlement in accordance with MMSEA § 111, and will share the same with Releasor's Counsel. Releasor further specifically releases and relinquishes any and all right to and claim for any private cause of action pursuant to 42 U.S.C. § 1395y(b)(3)(A).

(g) In addition, Releasor expressly agrees and undertakes to indemnify, defend, and hold harmless the Released Parties from all costs and expenses incurred on account of any claims, demands, rights, or causes of action by any other person or entity claiming:

i. a right on behalf of or through the Releasor as against the Released Parties;

ii. a Lien upon, subrogated interest in, or right or entitlement to the proceeds of the settlement;

iii. a right to reimbursement or subrogation for any reason arising out of the consideration payable under this Release Agreement;

iv. a right to recovery by, or reimbursement to, the appropriate funds for conditional payments made or to be made by The Centers for Medicare and Medicaid Services (such payments, "Government Health Payments") with respect to covered items and services (or any portion thereof), pursuant to 42 U.S.C. § 1395y(b), and corresponding regulations, including but not limited to 42 CFR § 411.22 and 42 CFR § 411.24, including any amendments thereto or interpretations thereof that may be placed upon such statutes and regulations by any state or federal court (sometimes known as the "Medicare Secondary Payor" laws and program). Releasor expressly agrees that he or she assumes full responsibility for satisfying any and all notification, reimbursement and recovery obligations owed with respect to Government Health Payments; or

v. a right against Released Parties due to the fact that Releasor is, in fact, a party to bankruptcy proceedings at such time as to affect the rights of Released Parties under this Release Agreement.

(h) Releasor further expressly agrees and covenants to release, discharge, forever indemnify, defend, and hold harmless the Released Parties and their attorneys from any Liens and/or claims which may arise or may have arisen in favor of Medicare, Medicaid, any other government program or any other governmental entity, federal, state or local, by operation of law or equity, for medical expenses, disability benefits, or any other charge or expense, directly or indirectly relating to Releasor's injuries arising from, relating to, or in connection with the Covered Claims. The indemnification set forth in this Section specifically includes, but is not limited to, the payment of all reasonable costs and expenses of investigation, defense, settlement, attorney fees, judgments, court costs, and all other costs and expenses of defending such claims. Releasor's total indemnification obligations under this Release Agreement shall not exceed Releasor's settlement amount.

(i) Releasor will not issue any press releases, press briefings, tweets, Instagram posts, or any other social media posts relating to this Release Agreement.

OTHER PROVISIONS

10. **Good Faith Settlement Determination**. If requested by any Released Party, Releasor will cooperate and use best efforts to obtain a Good Faith Settlement Determination.

11. **Choice of Law**. This Release Agreement shall be governed by and construed in accordance with the law of the State of Illinois without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

12. **Competence**. Releasor warrants and represents that he or she is of legal age and legally competent to execute this Release Agreement, that no promise or condition not contained or expressly referenced in this Release Agreement has been made to him or her, and that Releasor has been fully informed of the terms of this Release Agreement through discussions with Releasor's Counsel. No term in this Release Agreement shall be construed against any party on the basis that the party drafted the Release Agreement.

[*signature page follows*]

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned Releasor certifies that the statements set forth in this Release Agreement are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the Releasor verily believes the same to be true.

In so signing, I acknowledge that all provisions have been fully agreed to, understood and comprehended by me, and that I enter into this Release Agreement knowingly and voluntarily for the purpose of making a full and final compromise and settlement of any and all claims arising out of the matters referred to above. This certification shall have the same effect as a verification provided and sworn under oath.

SIGNATURE OF RELEASOR: _____

FULL NAME OF RELEASOR: _____
DATE: _____
RELEASOR DOB: _____
RELEASOR SSN: _____

STATE OF _____

COUNTY OF _____

EXHIBIT D
Form of Escrow Agreement

ESCROW AGREEMENT

among

STERIGENICS U.S., LLC, as Sterigenics and

[TBD], as Plaintiffs' QSF and
CITIBANK, N.A., as Escrow Agent

Dated as of [●], 2023

ESCROW AGREEMENT (this "Agreement"), dated as of [●], 2023, by and among [●], a [qualified settlement fund within the meaning of Section 1.468B-1 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended] ("Plaintiffs' QSF"),[1] Sterigenics U.S., LLC, a Delaware limited liability company ("Sterigenics"), and Citibank, N.A., a national banking association organized and existing under the laws of the United States of America ("Citibank") and acting through its Agency and Trust Division and solely in its capacity as escrow agent under this Agreement, and any successors appointed pursuant to the terms hereof (Citibank in such capacity, the "Escrow Agent"). Plaintiffs' QSF and Sterigenics are sometimes collectively referred to herein as the "Interested Parties."

WHEREAS, pursuant to the Willowbrook Group Settlement Agreement, dated as of [●], 2023 (the "Settlement Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to such terms in the Settlement Agreement), by and among Plaintiffs' Executive Committee, Sotera Health LLC, a Delaware limited liability company, and Sterigenics, whereby the parties agreed to settle certain claims in order to achieve closure and finality and to avoid the costs, expense, time, efforts, disruption, and uncertainty inherent in litigation;

WHEREAS, pursuant to the terms of the Settlement Agreement, Sterigenics has agreed to place an amount in cash equal to the Escrow Deposit Amount (as defined below) in the Escrow Account (as defined below); and

WHEREAS, the Interested Parties desire to appoint Escrow Agent as escrow agent hereunder in the manner hereinafter set forth and Escrow Agent is willing to act in such capacity;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby irrevocably acknowledged, the parties hereto agree as follows**:**

1. Appointment; Establishment of Escrow Account; Investment of Funds.

(a) The Interested Parties hereby appoint the Escrow Agent as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent hereunder, to hold and release the Escrow Property (as defined below) in accordance with the terms and conditions set forth herein.

(b) On May 1, 2023, Sterigenics shall deposit with the Escrow Agent in immediately available funds the amount of $285,500,000 (the "Escrow Deposit Amount"). The Escrow Deposit Amount shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation to the applicable limits (the "Escrow Account"). Any interest, investment income, or proceeds received from the deposit or investment of the Escrow Deposit Amount, and any further amount earned or received thereon, shall be referred to herein as the "Escrow Earnings," and the Escrow Deposit Amount and the Escrow Earnings shall be collectively referred to herein as the "Escrow Property." The Interested Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Interested Parties.

2. Claims and Payment; Release from Escrow. The Interested Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Property as provided in this Section 2 as follows:

(a) Upon receipt of a written instruction executed by an Authorized Person (as defined in Section 11) of Sterigenics stating that (i) it is a QSF funding instruction and (ii) instructing the Escrow Agent to disburse the Escrow Deposit Amount (less the Escrow Agent's Fees) (a "QSF Funding Instruction"), the Escrow Agent shall promptly, but in any event within one (1) Business Day after receipt of a QSF Funding Instruction, disburse the Escrow Deposit Amount (less the Escrow Agent's Fees) to Plaintiffs' QSF. For purposes of this Agreement, "*Business Day*" shall mean any day that the Escrow Agent is open for business.

(b) Upon receipt of a written instruction executed by an Authorized Person of Sterigenics stating that (i) it is a return instruction, (ii) Sterigenics is exercising its right to terminate the Settlement Agreement, and (iii) instructing the Escrow Agent to disburse all or a portion of the Escrow Property (a "Return Instruction"), the Escrow Agent shall promptly, but in any event within one (1) Business Day after receipt of a Return Instruction, disburse all or such portion of the Escrow Property to Sterigenics.

(c) Upon receipt of a written instruction executed by an Authorized Person of Sterigenics stating that (i) it is an earnings instruction and (ii) instructing the Escrow Agent to release all or part of the Escrow Earnings (an "Earnings Instruction"), the Escrow Agent shall promptly, but in any event within one (1) Business Day after receipt of an Earnings Instruction, disburse all or such part of the Escrow Earnings to Sterigenics.

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[1] **Note to Draft**: This is a placeholder. We will work together to determine the appropriate party for the Escrow Agreement, which may depend on the QSF Administrator/court order establishing the QSF. In any case, we anticipate that a PEC representative would either be a direct party or one of the authorized signatories for a direct party to the Escrow Agreement.

(d) The Plaintiffs' QSF hereby acknowledges and agrees that in respect of any release of Escrow Property pursuant to Sections 2(a), 2(b), or 2(c), (i) the Escrow Agent shall be entitled to release the Escrow Property upon receipt of unilateral instructions from Sterigenics, upon which the Escrow Agent may rely conclusively without further inquiry, (ii) that no action by or on behalf of Plaintiffs' QSF is required as a condition of such release, and (iii) that Plaintiffs' QSF shall have no right to contest the release of such Escrow Property.

(e) All Escrow Earnings are for the account of Sterigenics. The Interested Parties agree that the total of all disbursements of Escrow Property to Plaintiffs' QSF shall not exceed the Escrow Deposit Amount.

3. Tax Matters.

(a) The Interested Parties agree any Escrow Earnings shall be treated as the income of Sterigenics and shall be reported on an annual basis on United States Internal Revenue Service ("IRS") Form 1099-INT, as required pursuant to the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. Principal payments are not reportable to any payee hereunder. The Interested Parties and the Escrow Agent agree that the Escrow Agent will not be responsible for providing tax reporting and withholding for payments that are for compensation for services performed by an employee or independent contractor.

(b) If IRS imputed interest requirements apply, Sterigenics is solely responsible to inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations, and direct the Escrow Agent to disburse imputed interest amounts. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information or for the failure of Sterigenics to provide such calculations or information.

(c) The Interested Parties shall upon the execution of this Agreement provide the Escrow Agent with a duly completed and properly executed IRS Form W-9 or applicable IRS Form W-8, in the case of a non-U.S. person, for each payee, together with any other documentation and information requested by the Escrow Agent in connection with the Escrow Agent's tax reporting obligations under the Code and the regulations thereunder. With respect to the Escrow Agent's tax reporting obligations under the Code, the Foreign Account Tax Compliance Act and the Foreign Investment in Real Property Tax Act and any other applicable law or regulation, the Interested Parties understand that, in the event valid U.S. tax forms or other required supporting documentation are not provided to the Escrow Agent, the Escrow Agent may be required to withhold tax from the Escrow Property and report account information on any earnings, proceeds or distributions from the Escrow Property.

(d) Should the Escrow Agent become liable for the payment of taxes, including withholding taxes relating to any funds, including interest and penalties thereon, held by it pursuant to this Agreement or any payment made hereunder (but excluding any taxes of the Escrow Agent with respect to its compensation hereunder), the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Interested Parties agree, jointly and severally, to indemnify and hold the Escrow Agent harmless pursuant to Section 5(c) hereof from any liability or obligation on account of taxes, assessments, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent.

(e) The Escrow Account will be treated as owned by Sterigenics for U.S. federal income tax purposes.

(f) The Escrow Agent's rights under this Section 3 shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

4. Concerning the Escrow Agent.

(a) Escrow Agent Duties. Each Interested Party acknowledges and agrees that (i) the duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth in this Agreement, each of which is administrative or ministerial (and shall not be construed to be fiduciary) in nature, and no duties, responsibilities or obligations shall be inferred or implied, (ii) the Escrow Agent shall not be responsible for any of the agreements referred to or described herein (including without limitation the Settlement Agreement and any defined term therein not otherwise defined in this Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, and (iii) the Escrow Agent shall not be required to expend or risk any of its own funds to satisfy payments from the Escrow Property hereunder.

(b) Liability of Escrow Agent. The Escrow Agent shall not be liable for any damage, loss or injury resulting from any action taken or omitted in the absence of gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction). In no event shall the Escrow Agent be liable for indirect, incidental, consequential, punitive or special losses or damages (including but not limited to lost profits), regardless of the form of action and whether or not any such losses or damages were foreseeable or contemplated. The Escrow Agent shall be

entitled to rely upon any instruction, notice, request or other instrument delivered to it without being required to determine the authenticity or validity thereof, or the truth or accuracy of any information stated therein. The Escrow Agent may act in reliance upon any signature believed by it to be genuine (including any signature affixed by DocuSign) and may assume that any person purporting to make any statement, execute any document, or send any instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent may consult with counsel satisfactory to it, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith and in accordance with the opinion and advice of such counsel. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians and/or nominees. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, without limitation, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

(c) Reliance on Orders. The Escrow Agent is authorized to comply with final orders issued or process entered by any court with respect to the Escrow Property, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Property is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment or decree which it is advised is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Interested Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(d) Erroneous Payments. If the Escrow Agent releases any funds (including but not limited to the Escrow Property or any portion of it) to an Interested Party and subsequently determines (in its absolute discretion) that the payment (or any portion of it) was made in error, that Interested Party shall upon notice promptly refund the erroneous payment, and none of the obligations of the Interested Party or the remedies of the Escrow Agent will be affected by any act, omission, matter or thing (including, without limitation, any obligation pursuant to which an erroneous payment is made) which, but for this provision, would reduce, release, preclude or prejudice any such obligation or remedy (whether or not known by the Escrow Agent or any Interested Party). Each of the Interested Parties agrees not to assert discharge for value, bona fide payee, or any similar doctrine as a defense to recovery of any erroneous payment by the Escrow Agent.

5. Compensation, Expense Reimbursement and Indemnification.

(a) Compensation. The Escrow Agent's compensation specified in Schedule A (the "Escrow Agent's Compensation") shall be paid directly from the Escrow Property. Each of the Interested Parties covenants and agrees, jointly and severally, to pay to the Escrow Agent all out-of-pocket expenses incurred by the Escrow Agent in the performance of its role under this Agreement (including, but not limited to, any attorney's fees incurred in connection with the preparation and negotiation of this Agreement, which shall be due and payable when the Escrow Account has been funded with the Escrow Deposit Amount) (the "Escrow Agent's Expenses" and together with the Escrow Agent's Compensation, the "Escrow Agent's Fees"). Without altering or limiting the joint and several obligations of the Interested Parties to the Escrow Agent in this Section 5(a), solely as between the Interested Parties and consistent with the Settlement Agreement, Plaintiffs' QSF shall each be responsible for 100% of any fees or expenses payable to the Escrow Agent hereunder.

(b) Security and Offset. The Interested Parties hereby grant to the Escrow Agent a first lien upon, and right of offset against, the Escrow Property with respect to any fees or expenses due to the Escrow Agent hereunder (including any claim for indemnification hereunder). In the event that any fees or expenses, or any other obligations owed to the Escrow Agent (or its counsel) are not paid to the Escrow Agent within 30 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then the Escrow Agent may, without further action or notice, pay such fees and expenses from the Escrow Property and may sell, convey or otherwise dispose of any Escrow Property for such purpose. The Escrow Agent may in its sole discretion withhold from any distribution of the Escrow Property an amount of such distribution it reasonably believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which the Escrow Agent is entitled to hereunder.

(c) Indemnification. Each of the Interested Parties covenants and agrees, jointly and severally, to indemnify the Escrow Agent and its employees, officers, directors, affiliates, and agents (each, an "Indemnified Party") for, hold each Indemnified Party harmless from, and defend each Indemnified Party against, any and all claims, losses, actions, liabilities, costs, damages and expenses of any nature incurred by any Indemnified Party, arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to attorney's fees, costs and expenses, except to the extent such loss, liability, damage, cost or expense shall have been finally adjudicated by a court of competent jurisdiction to have resulted solely from the Indemnified Party's own gross negligence or willful misconduct. Notwithstanding the foregoing, without altering or limiting the joint and several obligations of the Interested Parties to the Escrow Agent in this Section 5(c), the Interested Parties agree, solely as

between themselves, that any obligation for indemnification under this Section 5(c) shall be borne by the Interested Party finally determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Sterigenics and one-half by Plaintiffs' QSF. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

6. Dispute Resolution. In the event of any disagreement among any of the Interested Parties to this Agreement, or between any of them and any other person, resulting in adverse claims or demands being made with respect to the subject matter of this Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to any action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to so refuse to act and refrain from acting until the Escrow Agent shall have received (i) a QSF Funding Instruction, (ii) a Return Instruction, or (iii) an Earnings Instruction, in which case the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such QSF Funding Instruction, Return Instruction, or Earnings Instruction. The Escrow Agent shall have the option, after 30 calendar days' notice to the Interested Parties of its intention to do so, to petition Miles Ruthberg (the "Mediator") by any appropriate method for instructions with respect to any dispute or uncertainty related to this Agreement, including (without limitation) obligations imposed on the Interested Parties by the Settlement Agreement with respect to this Agreement. The Mediator's resolution shall be final, binding, and enforceable on the Escrow Agent and Interested Parties. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such petition shall be paid by, and be the joint and several obligation of, the Interested Parties; provided, however, that, without altering or limiting the joint and several obligations of the Interested Parties to the Escrow Agent in this Section 6, the Interested Parties agree, solely as between themselves, that the obligation to pay such amounts shall be an obligation of the non-prevailing party in such petition as finally determined by the Mediator or, if no such determination is made, then one-half by Sterigenics and one-half by the Plaintiffs' QSF.

7. Entire Agreement; Exclusive Benefit. This Agreement constitutes the entire agreement between the parties and sets forth in its entirety the obligations and duties of the Escrow Agent with respect to the Escrow Property. This Agreement is for the exclusive benefit of the parties to this Agreement and their respective permitted successors, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

8. Resignation and Removal.

(a) The Interested Parties may remove the Escrow Agent at any time by giving to the Escrow Agent thirty (30) calendar days' prior written notice of removal signed by an Authorized Person of each of the Interested Parties. The Escrow Agent may resign at any time by giving to each of the Interested Parties thirty (30) calendar days' prior written notice of resignation.

(b) Within thirty (30) calendar days after giving the foregoing notice of removal to the Escrow Agent or within thirty (30) calendar days after receiving the foregoing notice of resignation from the Escrow Agent, the Interested Parties shall appoint a successor escrow agent and give notice of such successor escrow agent to the Escrow Agent. If a successor escrow agent has not accepted such appointment by the end of such 30-day period, the Escrow Agent may either (A) safe keep the Escrow Property until a successor escrow agent is appointed, without any obligation to invest the same or continue to perform under this Agreement, or (B) apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief.

(c) Upon receipt of notice of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs and expenses, or hold such Escrow Property (or any portion thereof) pending distribution, until all such fees, costs and expenses are paid to it. Upon delivery of the Escrow Property to the successor escrow agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

9. Governing Law; Jurisdiction; Waivers. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, City, County and State of New York, for any proceedings commenced regarding this Agreement. The parties irrevocably submit to the jurisdiction of such courts for the determination of all issues in such proceedings and irrevocably waive any objection to venue or inconvenient forum for any proceeding brought in any such court. The parties irrevocably and unconditionally waive any right to trial by jury with respect to any proceeding relating to this Agreement.

10. Representations and Warranties.

(a) Each of the Interested Parties represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equity principles.

(b) None of the Interested Parties or any of their parents or subsidiaries, or any of their respective directors, officers, or employees, or to the knowledge of any Interested Party, the affiliates of the Interested Parties or any of their subsidiaries, will, directly or indirectly, use any part of any proceeds or lend, contribute, or otherwise make available such Escrow Property in any manner that would result in a violation by any person of economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.

11. Notices; Instructions.

(a) Any notice or instruction hereunder shall be in writing in English, and may be sent by electronic mail with a scanned attachment thereto of an executed notice or instruction, and shall be effective upon actual receipt by the Escrow Agent in accordance with the terms hereof. Any notice or instruction must be executed (which execution may be manual or affixed by DocuSign) by an authorized person of an Interested Party (the person(s) so designated from time to time, the "Authorized Persons"). Each of the applicable persons designated on Schedule B and Schedule C attached hereto have been duly appointed to act as Authorized Persons hereunder and individually have full power and authority to execute any notices or instructions, to amend, modify or waive any provisions of this Agreement, and to take any and all other actions permitted under this Agreement, all without further consent or direction from, or notice to, it or any other party. Any notice or instruction must be originated from a corporate domain. Any change in designation of Authorized Persons shall be provided by written notice, signed by an Authorized Person, and actually received and acknowledged by the Escrow Agent. Any communication from the Escrow Agent that the Escrow Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted in accordance with the Escrow Agent's internal procedures.

(b) Each of the Interested Parties understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of any notice or instruction and that the Escrow Agent shall be entitled to conclusively presume that notices or instructions that purport to have been sent by an Authorized Person have been sent by such Authorized Person. Each of the Interested Parties agrees: (i) to assume all risks arising out of the use of electronic means (including electronic mail, secure file transfer or such other method or system specified by the Escrow Agent as available for use in connection with its services hereunder) to submit instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception or misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Interested Parties, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. The Interested Parties agree that the security procedures set forth in Section 11(a) and this Section 11(b) are commercially reasonable.

If to the Plaintiffs' QSF:

Attention: [●]
Telephone: [●] E-mail:
[●]

If to Sterigenics:

Attention: [●]
Telephone: [●] E-mail:
[●]

If to the Escrow Agent: Citibank,

N.A.

Agency & Trust

388 Greenwich Street
New York, NY 10013
Attn.: [●]
Telephone: [●]
E-mail: cts.spag@citi.com / [●]

(c) Any funds to be paid by the Escrow Agent hereunder shall be sent by wire transfer pursuant to the instructions set forth on Schedule D, or pursuant to such other wire payment instructions as may be instructed by the Interested Parties.

(d) Payments to the Escrow Agent shall be sent by wire transfer pursuant to the following instructions: **CITIBANK, N.A**., ABA:******; Account Name: [●]; A/C#.: [●]

12. **Amendment; Waiver.** Any amendment of this Agreement shall be binding only if evidenced by a writing signed by each of the parties to this Agreement. No waiver of any provision hereof shall be effective unless expressed in writing and signed by the party to be charged.

13. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision. If any provision of this Agreement is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

14. **Mergers and Conversions**. Any corporation or entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any corporation or entity succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

15. **Termination.** This Agreement shall terminate and the Escrow Account shall be closed upon the distribution of all Escrow Property from the Escrow Account established hereunder in accordance with the terms of this Agreement, subject, however, to the survival of obligations specifically contemplated in this Agreement to so survive.

16. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Signatures on counterparts of this Agreement executed and delivered in electronic format (i.e. “pdf”) or by other electronic means (including DocuSign) shall be deemed original signatures with all rights accruing thereto except in respect to any non-US entity, whereby originals may be required.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

CITIBANK, N.A.,
as Escrow Agent

By:
Name:
Title:

[PLAINTIFFS' QSF]

By:
Name:
Title:

[STERIGENICS]

By:
Name:
Title:

SCHEDULE A

ESCROW AGENT FEE SCHEDULE

SCHEDULE B AUTHORIZED

LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on the Plaintiffs' QSF's behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

PLAINTIFFS' QSF

NAME: _____ TITLE: _____ PHONE:

CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

NAME: _____ TITLE: _____ PHONE:

CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

View-Only Reporting Access via Citidirect for Securities:

_____ Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE C AUTHORIZED

LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on Sterigenics' behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

STERIGENICS

NAME: _____ TITLE: _____ PHONE:

CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

NAME: _____ TITLE: _____ PHONE:

CORPORATE EMAIL: __

Manual Specimen Signature DocuSign Specimen Signature

View-Only Reporting Access via Citidirect for Securities:

____ Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE D WIRE

INSTRUCTIONS

If to the Plaintiffs' QSF:

Bank:
ABA#:
Account Name:
A/C#:
Ref:

If to Sterigenics: Bank:

ABA#:
Account Name:
A/C#:
Ref:

EXHIBIT E

Form of Claimant Fact Sheet

INSTRUCTIONS: If your response to any question in this Claimant Fact Sheet exceeds the space limitation provided in these fillable PDF forms, you must attach additional pages and identify the questions the additional information answers.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

IN RE: WILLOWBROOK ETHYLENE OXIDE LITIGATION	Consolidated for Pretrial and Discovery Purposes Under No. 18 L 10475

APPENDIX E
CLAIMANT FACT SHEET

This Claimant Fact Sheet must be completed by or on behalf of each Opt-Out Claimant and Non-Participating Claimant. Please answer every question to the best of your knowledge. In completing this Claimant Fact Sheet, you are under oath and must provide information that is true and correct to the best of your knowledge. If you cannot recall all details requested, please provide as much information as you can. **Please do not leave any questions unanswered or blank, and attach additional pages if you need more space to answer any of the questions**.

Information provided will be used only for purposes related to settlement evaluation and may be disclosed only as permitted by the Stipulation and Order Governing the Protection and Exchange of Confidential Information in the litigation.[1]

All capitalized terms used but not otherwise defined in this Claimant Fact Sheet shall have the meanings ascribed to them in the Willowbrook Group Settlement Agreement dated March 28, 2023, to which this Exhibit E is attached.

[1] If the Claimant chooses to continue to litigate his or her case, the submission of this Claimant Fact Sheet does not satisfy his or her obligation to prepare a Plaintiff Fact Sheet for the litigation as required under court orders or discovery rules.

I. CASE INFORMATION

1. Name of person on whose behalf this Claimant Fact Sheet is being prepared (first, middle, last):

2. Name of person completing this form:

3. Please state the following for the civil action filed by the Claimant, if any:

   a. Case caption:

   b. Docket number:

   c. Contact information of principal attorney representing the Claimant:

      Name:

      Firm:

      Address:

      Telephone Number:

      Fax Number:

      E-mail Address:

4. If you are completing this document in a derivative capacity (e.g., you filed a loss of consortium claim derived from injuries suffered by a family member), please provide the name of the allegedly injured family member(s):

5. If you are completing this document in a representative capacity (e.g., as a legal guardian, or on behalf of the estate of a deceased person), please complete the following:

   a. Your name, including other names you have used or by which you have been known and dates you used those names:

   b. Your current address:

   c. In what capacity you are representing the individual or estate:

   d. If you were appointed as a representative by a court, state the:

      Court that appointed you:

      Date of appointment:

   e. What is your relationship to the individual you represent:

   f. If you represent a decedent's estate, please state the date and cause of decedent's death:

II. PERSONAL INFORMATION

1. Claimant's Name:

   Other names by which Claimant has been known (from prior marriages or otherwise, if any):

2. Sex:

3. Race:

4. Social Security Number:

5. Driver's license number and state issuing license (if you have had driver's licenses in more than one state, list response for each state):

6. Date and place of birth (City, State, Country):

"YOU" AND "YOUR" REFERENCED IN SECTIONS III-VI OF THIS CLAIMANT FACT SHEET REQUEST INFORMATION ABOUT THE CLAIMANT, OR, IF THE CLAIMANT IS SOMEONE BRINGING A CLAIM IN A REPRESENTATIVE OR DERIVATIVE CAPACITY, THE PERSON ALLEGEDLY INJURED BY ETHYLENE OXIDE FROM WHOM THE CLAIM DERIVES, UNLESS OTHERWISE SPECIFIED.[2]

III. CLAIM INFORMATION

1. Have you suffered any physical injuries or illness as a result of your alleged ethylene oxide exposure from the Willowbrook facility as described in III below?

   Yes ☐ No ☐

   If yes, please describe in detail the following:

   a. The diagnosis or illness claimed **and** when any corresponding symptoms first began.

      Special instructions: Please describe the nature and extent of the claimed diagnosis or injury with specificity. For example, for a cancer-related injury, it is important to write down the type and stage of cancer claimed. Similarly, if a miscarriage-related injury is claimed, please specify the number and type of miscarriage to the extent known.

[2] For example, if the Claimant is someone who has asserted a loss of consortium claim derived from injuries suffered by his spouse, Sections III-VII should contain information relating to the allegedly injured spouse.

b. When did you first receive a diagnosis, if any, of the injuries or illnesses or occurrences identified in II(1)(a) above? Please insert the month, day (if available), and year (MM/DD/YYYY) of diagnosis for each injury or illness.

c. If you claim to have experienced symptoms before the date of diagnosis in part II(1)(a) above, please describe the symptoms and their dates of onset.

IV. EXPOSURE HISTORY

1. Identify any and all residences, places of employment, schools, or other locations where you were allegedly exposed to ethylene oxide from the Willowbrook Facility, by name to the extent applicable (e.g. business or school), address, and dates of exposure (i.e., MM/DD/YYYY-MM/DD/YYYY).

a.

b.

c.

V. CURRENT MEDICAL CONDITION(S)

1. Do you currently suffer from any physical injuries, illnesses or disabilities *other than* those alleged to be the result of the Willowbrook facility's ethylene oxide emissions identified in II(1)(a) above?

Yes ☐ No ☐

2. **If yes**, please list each injury(ies), illness, or disability:

VI. MEDICAL HISTORY

1. Please describe any other medical symptoms or conditions that have experienced or been diagnosed with during the last 15 years, besides those alleged to be attributable to ethylene oxide exposure in Part II above. For each symptom or condition listed, please indicate the approximate date of onset and diagnosis.

VII. LOSS OF CONSORTIUM

1. Are you a Plaintiff who claims loss of consortium based on a family member who was allegedly injured by ethylene oxide exposure?

Yes ☐ No ☐

2. If yes, please describe each injury(ies), illness, or disability you claim to have suffered:

VIII. DECEASED INDIVIDUALS

1. Are you filling out this form out on behalf of an individual who is deceased?

Yes ☐ No ☐

If yes, please attach a copy of the death certificate and a copy of the letter of administration:

a Date of death:

b. Place of death (city, state and country):

IX. VERIFICATION

Under the penalties as provided by law pursuant to Section 1 -109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Plaintiff Fact Sheet are true and correct. This certification shall have the same effect as a verification provided and sworn under oath.

Date: _____

Signature_____

Print Name_____

EXHIBIT F
Form of Mental Health Addendum

INSTRUCTIONS: If your response to any question in this Claimant Fact Sheet exceeds the space limitation provided in these fillable PDF forms, you must attach additional pages and identify the questions the additional information answers.

IN THE CIRCUIT COURT OF COOK COUNTY,
ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

IN RE: WILLOWBROOK ETHYLENE OXIDE LITIGATION	Consolidated for Pretrial and Discovery Purposes Under No. 18 L 10475

EXHIBIT F

MENTAL HEALTH CARE ADDENDUM TO CLAIMANT FACT SHEET

This Mental Health Care Addendum ("Addendum") must be completed by or on behalf of each Opt-Out Claimant or Non-Participating Claimant, who has claimed on the Claimant Fact Sheet any psychological or psychiatric injury as a consequence of the Claimant's alleged ethylene oxide exposure from the Willowbrook facility. The terms "psychological or psychiatric injury" and "psychological or psychiatric condition" include but are not limited to depressive disorders, anxiety disorders, and/or trauma- and stressor-related psychological or psychiatric disorders.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Willowbrook Group Settlement Agreement dated March 28, 2023, to which this Exhibit F is attached.

The terms YOU and YOUR below refer to the Claimant, or, if the Claimant is someone bringing a claim in a representative or derivative capacity, the person allegedly injured by ethylene oxide and from whom the claim derives.

I. CASE INFORMATION

1. Name of person on whose behalf this Addendum is being prepared (first, middle, last):

2. Name of person completing this form:

II. PSYCHOLOGICAL AND/OR PSYCHIATRIC INJURY(IES)

1. Please describe in detail the following:

   a. Any psychological or psychiatric injury(ies) you claim are the consequence of your alleged ethylene oxide exposure from the Willowbrook facility, date of onset of symptoms, and date of diagnosis.

b. Are the injuries identified in II(1)(a) above continuing?

Yes ☐ No ☐

If yes, please identify which injuries.

c. Did you ever suffer this injury(ies) before the dates set forth in the answer to II(1)(a) above?

Yes ☐ No ☐

If yes, when did you previously experience the injury(ies)?

III. CURRENT PSYCHOLOGICAL OR PSYCHIATRIC CONDITIONS

1. Do you currently suffer from any diagnosed psychological or psychiatric conditions *other than* those that are the result of the Willowbrook facility's ethylene oxide emissions identified in II(a)?

Yes ☐ No ☐

If yes, please identify the condition(s); their symptoms; date of onset; and date of diagnosis:

IV. MENTAL HEALTH HISTORY

1. Please describe any psychological or psychiatric conditions that you have previously experienced or been diagnosed with during the last 15 years, besides those allegedly attributable to ethylene oxide exposure in Part II above. For each condition listed, please indicate the date of onset and diagnosis.

a.

b.

c.

d.

e.

V. VERIFICATION

Under the penalties as provided by law pursuant to Section 1 -109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Addendum are true and correct. This certification shall have the same effect as a verification provided and sworn under oath.

Date: _____

Signature_____

Print Name_____

EXHIBIT G

Form of Joinder for Non-PEC Firms

JOINDER

THIS JOINDER AGREEMENT ("Agreement") is entered into as of [*], 2023 (the "Execution Date") by [*] ("Joining Plaintiffs' Counsel").

W I T N E S S E T H:

WHEREAS, Sotera Health LLC, a Delaware limited liability company ("Sotera Health"), Sterigenics U.S., LLC, a Delaware limited liability company ("Sterigenics US" and, together with Sotera Health, the "Settling Defendants"), and Plaintiffs' Executive Committee[1] entered into that certain Willowbrook Group Settlement Agreement, dated as of March 28, 2023 (the "Settlement Agreement"; all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement);

WHEREAS, Joining Plaintiffs' Counsel have clients who are Claimants, and desires to have their respective Claimant(s) participate in the Settlement Program; and

WHEREAS, Joining Plaintiffs' Counsel is executing this Agreement in accordance with Section 2.3 of the Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Joining Plaintiffs' Counsel, intending to be legally bound, hereby agrees as follows:

1. Party to Settlement Agreement. By executing this Agreement, Joining Plaintiffs' Counsel hereby joins in, adopts, and executes the Settlement Agreement and agrees (i) from and after the Execution Date, to be bound by and have the benefit of all of the terms and provisions thereof that apply to "PEC" or "Plaintiffs' Executive Committee," including, without limitation, all covenants, indemnification obligations, and other agreements of "PEC" or "Plaintiffs' Executive Committee" thereunder, as if Joining Plaintiffs' Counsel had executed the Settlement Agreement on the Effective Date, and (ii) without limiting clause (i), that, from and after the Execution Date, Joining Plaintiffs' Counsel shall have all rights, remedies, privileges, duties, and obligations of "PEC" or "Plaintiffs' Executive Committee" under the Settlement Agreement. Joining Plaintiffs' Counsel acknowledges that it has reviewed the Settlement Agreement and that it fully understands all the terms, provisions, and conditions thereof and the consequences of executing the Settlement Agreement as indicated by its signature below. This Agreement shall be deemed effective immediately upon the Joining Plaintiffs' Counsel' execution of this Agreement. There are no conditions precedent or subsequent to the effectiveness of this Agreement.

2. Further Assurances. Joining Plaintiffs' Counsel hereby covenants and agrees that from time to time, at the request of the Settling Defendants and without further consideration, Joining Plaintiffs' Counsel shall execute and deliver such additional commercially reasonable documents and take further commercially reasonable and lawful action as may be necessary or reasonably desirable to evidence and make effective the actions contemplated by this Agreement.

3. Electronic Signatures. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person.

4. Amendments. This Agreement may be amended by (and only by) a written instrument signed by the Parties.

[*Signature page follows.*]

[1] In the Settlement Agreement, "PEC" or "Plaintiffs' Executive Committee" refers to the following firms: Salvi, Schostok & Pritchard, PC; Romanucci & Blandin, LLC; Hart McLaughlin & Eldridge, LLC; The Collins Law Firm, PC; Smith LaCien, LLP; Tomasik Kotin Kasserman, LLC; and Miner Barnhill & Galland, PC, and all lawyers at their firms.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed as of the day and year set forth above.

JOINING PLAINTIFFS' COUNSEL:

[NAME]

By: __
Name:

Acknowledged:

SOTERA HEALTH, LLC:

By: __
Name:
Its:

STERIGENICS U.S., LLC:

By: __
Name:
Its:

APPENDIX A

List of Plaintiffs

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
2	[***]	18-L-011004	Smith Lacien	Breast Cancer	[***]
3	[***]	18-L-011252	RB/HME	Breast Cancer	[***]
4	[***]	19-L-009163	CLF/MBG	Multiple Myeloma	[***]
5	[***]	19-L-009167	Smith Lacien	NHL & Breast	[***]
6	[***]	19-L-009167	Smith Lacien	Schwanoma	[***]
7	[***]	19-L-009169	Smith Lacien	Breast Cancer	[***]
8	[***]	19-L-009170	Salvi, Schostok & Pritchard	Hodgkin's Lymphoma | Hashimotos | Fertility Issues	[***]
9	[***]	19-L-009173	Salvi, Schostok & Pritchard	Non-Hodgkins Lymphoma	[***]
10	[***]	19-L-009176	Tomasik Kotin Kasserman	Non-Hodgkin's Lymphoma	[***]
11	[***]	19-L-009177	Tomasik Kotin Kasserman	Acute Myeloid Leukemia	[***]
12	[***]	19-L-009178	Tomasik Kotin Kasserman	Breast Cancer	[***]
13	[***]	19-L-009179	Tomasik Kotin Kasserman	Breast Cancer	[***]
14	[***]	19-L-009181	RB/HME	Breast Cancer	[***]
15	[***]	19-L-009182	RB/HME	ALL	[***]
16	[***]	19-L-009189	Smith Lacien	Breast cancer	[***]
17	[***]	19-L-009190	CLF/MBG	Mulitple Myeloma	[***]
18	[***]	19-L-009196	RB/HME	AML	[***]
19	[***]	19-L-009197	Wise Morrissey	Pancreatic Cancer	[***]
20	[***]	19-L-009198	RB/HME	Breast Cancer	[***]
21	[***]	19-L-009200	CLF/MBG	Breast Cancer	[***]
22	[***]	19-L-009202	CLF/MBG	Mantle Cell Lymphoma (NHL)	[***]
23	[***]	19-L-009205	CLF/MBG	Miscarriages	[***]
24	[***]	19-L-009205	CLF/MBG	NHL	[***]
25	[***]	19-L-009206	CLF/MBG	Breast Cancer	[***]
26	[***]	19-L-009207	CLF/MBG	Breast Cancer; Miscarriage	[***]
27	[***]	19-L-009213	CLF/MBG	ALL	[***]
28	[***]	19-L-009214	CLF/MBG	Breast Cancer; Miscarriages	[***]
29	[***]	19-L-009215	CLF/MBG	Sezary Syndrome (NHL)	[***]
30	[***]	19-L-009216	CLF/MBG	Breast Cancer	[***]
31	[***]	19-L-009362	Motherway & Napleton	Amyloidosis	[***]
32	[***]	19-L-009454	Motherway & Napleton	Breast Cancer	[***]
33	[***]	19-L-009508	CLF/MBG	ALL	[***]
34	[***]	19-L-009528	Nolan Law	Duodenal Adenocarcinoma	[***]
35	[***]	19-L-009732	Cavanagh Law Group	Follicular lymphoma/AML	[***]
36	[***]	19-L-011510	Motherway & Napleton	Breast Cancer	[***]
37	[***]	19-L-011682	CLO	Breast Cancer	[***]
38	[***]	19-L-013486	Tomasik Kotin Kasserman	Breast Cancer	[***]
39	[***]	19-L-013488	Tomasik Kotin Kasserman	Breast Cancer	[***]
40	[***]	19-L-013493	Tomasik Kotin Kasserman	Breast Cancer	[***]
41	[***]	19-L-013517	CLF/MBG	Breast Cancer/CLL	[***]
42	[***]	19-L-013518	CLF/MBG	Breast Cancer	[***]
43	[***]	19-L-013522	CLF/MBG	Breast Cancer	[***]
44	[***]	19-L-013537	RB/HME	NHL	[***]
45	[***]	19-L-013538	RB/HME	NHL	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
46	[***]	19-L-013539	RB/HME	NHL	[***]
47	[***]	19-L-013540	WSOR	ALL	[***]
48	[***]	19-L-013541	RB/HME	MM	[***]
49	[***]	19-L-013544	RB/HME	MM	[***]
50	[***]	19-L-013545	RB/HME	CLL	[***]
51	[***]	19-L-013545	RB/HME	NHL	[***]
52	[***]	19-L-013546	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma - Diffuse Large B-Cell	[***]
53	[***]	19-L-013550	Salvi, Schostok & Pritchard	Breast Cancer - Bilateral	[***]
54	[***]	19-L-013551	Salvi, Schostok & Pritchard	Lymphoma, Follicular & Large B-Cell Lymphoma	[***]
55	[***]	19-L-013552	Salvi, Schostok & Pritchard	Breast Cancer	[***]
56	[***]	19-L-013554	WSOR	Breast Cancer	[***]
57	[***]	19-L-013562	RB/HME	ALL	[***]
58	[***]	19-L-013568	WSOR	Large B Cell Lymphoma	[***]
59	[***]	19-L-013575	CLF/MBG	Breast Cancer	[***]
60	[***]	19-L-013576	CLF/MBG	NHL	[***]
61	[***]	19-L-013857	CLF/MBG	NHL	[***]
62	[***]	19-L-013860	CLF/MBG	Breast Cancer	[***]
63	[***]	19-L-014265	CLF/MBG	Waldenstrom’s Macroglobulinemia	[***]
64	[***]	20-L-005064	TPMB	breast cancer	[***]
65	[***]	20-L-006260	KJS	Chronic Myelogenous Leukemia	[***]
66	[***]	20-L-007672	CLO	None ;Breast Cancer; histiocytosis	[***]
67	[***]	20-L-007672	CLO	Histiocytosis	[***]
68	[***]	20-L-008669	RB/HME	MM	[***]
69	[***]	20-L-008671	RB/HME	ALL	[***]
70	[***]	20-L-008673	RB/HME	Breast/Lymphome	[***]
71	[***]	20-L-008675	RB/HME	Breast Cancer	[***]
72	[***]	20-L-008676	RB/HME	Breast Cancer	[***]
73	[***]	20-L-008677	RB/HME	NHL	[***]
74	[***]	20-L-008678	RB/HME	Pancreatic Cancer	[***]
75	[***]	20-L-008682	RB/HME	Miscarriages	[***]
76	[***]	20-L-008686	Tomasik Kotin Kasserman	Breast Cancer and Infertility	[***]
77	[***]	20-L-008688	Tomasik Kotin Kasserman	Breast Cancer and Infertility	[***]
78	[***]	20-L-008691	Tomasik Kotin Kasserman	Breast Cancer	[***]
79	[***]	20-L-008692	Tomasik Kotin Kasserman	Stomach Cancer	[***]
80	[***]	20-L-008695	RB/HME	NHL (Burkett's)	[***]
81	[***]	20-L-008699	RB/HME	Breast cancer; 2 miscarriages; infertility	[***]
82	[***]	20-L-008701	RB/HME	Breast Cancer	[***]
83	[***]	20-L-008702	RB/HME	Testicular Cancer	[***]
84	[***]	20-L-008704	RB/HME	Follicular Lymphoma	[***]
85	[***]	20-L-008705	RB/HME	Breast Cancer	[***]
86	[***]	20-L-008706	RB/HME	Stomach Cancer	[***]
87	[***]	20-L-008708	RB/HME	Miscarriages	[***]
88	[***]	20-L-008709	RB/HME	Miscarriages	[***]
89	[***]	20-L-008715	RB/HME	Breast Cancer	[***]
90	[***]	20-L-008716	Motherway & Napleton	Breast Cancer	[***]
91	[***]	20-L-008718	Motherway & Napleton	Idiopathic Pulmonary Fibrosis	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
92	[***]	20-L-008719	KJS	Breast Cancer	[***]
93	[***]	20-L-008720	RB/HME	Miscarriages	[***]
94	[***]	20-L-008721	KJS	NHL	[***]
95	[***]	20-L-008722	RB/HME	Miscarriages	[***]
96	[***]	20-L-008724	CLF/MBG	Breast Cancer	[***]
97	[***]	20-L-008737	TPMB	pituitary adenoma	[***]
98	[***]	20-L-008740	RB/HME	Breast Cancer	[***]
99	[***]	20-L-008741	RB/HME	Bladder Cancer; Prostate Cancer	[***]
100	[***]	20-L-008741	RB/HME	Miscarriages	[***]
101	[***]	20-L-008742	RB/HME	Breast Cancer	[***]
102	[***]	20-L-008743	RB/HME	NHL	[***]
103	[***]	20-L-008745	RB/HME	ALL	[***]
104	[***]	20-L-008746	RB/HME	Breast Cancer	[***]
105	[***]	20-L-008748	RB/HME	Breast Cancer	[***]
106	[***]	20-L-008749	RB/HME	Breast Cancer	[***]
107	[***]	20-L-008750	RB/HME	Breast Cancer	[***]
108	[***]	20-L-008752	RB/HME	Breast Cancer	[***]
109	[***]	20-L-008753	RB/HME	NHL	[***]
110	[***]	20-L-008755	RB/HME	Breast Cancer	[***]
111	[***]	20-L-008756	RB/HME	Kidney Cancer	[***]
112	[***]	20-L-008757	RB/HME	Breast Cancer	[***]
113	[***]	20-L-008758	RB/HME	Breast Cancer	[***]
114	[***]	20-L-008759	RB/HME	Breast Cancer	[***]
115	[***]	20-L-008762	RB/HME	Breast Cancer	[***]
116	[***]	20-L-008764	RB/HME	HL	[***]
117	[***]	20-L-008765	RB/HME	HL	[***]
118	[***]	20-L-008766	Power Rogers	Breast Cancer	[***]
119	[***]	20-L-008766	Power Rogers	Leukemia	[***]
120	[***]	20-L-008769	RB/HME	Breast Cancer	[***]
121	[***]	20-L-008771	RB/HME	AML/Fertility	[***]
122	[***]	20-L-008774	Corboy & Demetrio	Breast Cancer	[***]
123	[***]	20-L-008776	Salvi, Schostok & Pritchard	Hodgkin's Lymphoma	[***]
124	[***]	20-L-008779	RB/HME	Breast Cancer	[***]
125	[***]	20-L-008787	Power Rogers	NHL	[***]
126	[***]	20-L-008791	Wise Morrissey	Brain Cancer	[***]
127	[***]	20-L-008792	Wise Morrissey	Breast Cancer	[***]
128	[***]	20-L-008794	RB/HME	NHL	[***]
129	[***]	20-L-008795	RB/HME	Kidney Cancer	[***]
130	[***]	20-L-008797	RB/HME	Breast Cancer	[***]
131	[***]	20-L-008797	RB/HME	Lymphoma	[***]
132	[***]	20-L-008799	RB/HME	Lymphoma	[***]
133	[***]	20-L-008800	RB/HME	Breast Cancer	[***]
134	[***]	20-L-008803	RB/HME	Kidney Cancer	[***]
135	[***]	20-L-008806	RB/HME	Breast Cancer	[***]
136	[***]	20-L-008809	RB/HME	Breast Cancer	[***]
137	[***]	20-L-008810	RB/HME	Miscarriages	[***]
138	[***]	20-L-008812	RB/HME	Leukemia	[***]
139	[***]	20-L-008816	Power Rogers	Multiple Myeloma	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
140	[***]	20-L-008825	Power Rogers	Breast Cancer	[***]
141	[***]	20-L-008826	Power Rogers	Non Hodgkin's Lymphoma	[***]
142	[***]	20-L-008828	Power Rogers	Non Hodgkin's Lymphoma	[***]
143	[***]	20-L-008829	Power Rogers	Breast Cancer	[***]
144	[***]	20-L-008830	Power Rogers	Leukemia	[***]
145	[***]	20-L-008831	Corboy & Demetrio	Acute Lymphoblastic Leukemia	[***]
146	[***]	20-L-008833	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
147	[***]	20-L-008834	Power Rogers	Breast Cancer	[***]
148	[***]	20-L-008835	Power Rogers	Breast Cancer	[***]
149	[***]	20-L-008838	Power Rogers	Breast Cancer	[***]
150	[***]	20-L-008840	Power Rogers	Breast Cancer	[***]
151	[***]	20-L-008841	Cavanagh Law Group	Brain tumor/death	[***]
152	[***]	20-L-008842	Power Rogers	Breast Cancer	[***]
153	[***]	20-L-008845	CLF/MBG	Breast Cancer	[***]
154	[***]	20-L-008845	CLF/MBG	Miscrriage	[***]
155	[***]	20-L-008847	Power Rogers	Breast Cancer	[***]
156	[***]	20-L-008850	Power Rogers	Breast Cancer	[***]
157	[***]	20-L-008851	Cavanagh Law Group	Osteosarcoma/death	[***]
158	[***]	20-L-008853	Power Rogers	Multiple Myeloma	[***]
159	[***]	20-L-008860	Power Rogers	Breast Cancer	[***]
160	[***]	20-L-008862	Corboy & Demetrio	Bladder Cancer	[***]
161	[***]	20-L-008868	Smith Lacien	B-cell Chronic Lymphocytic Leukemia	[***]
162	[***]	20-L-008869	Smith Lacien	Non-Hodgkin's Lymphoma	[***]
163	[***]	20-L-008870	Smith Lacien	Hodgkin's Lymphoma Stage 2b	[***]
164	[***]	20-L-008871	Smith Lacien	Follicular Lymphoma; Tonsil Carcinoma	[***]
165	[***]	20-L-008872	Smith Lacien	Blood Cancer; Uterine Cancer; Myeloproliferative Neoplasim	[***]
166	[***]	20-L-008875	Salvi, Schostok & Pritchard	Breast Cancer	[***]
167	[***]	20-L-008876	Salvi, Schostok & Pritchard	Leukemia Lymphocytic, Chronic	[***]
168	[***]	20-L-008879	Salvi, Schostok & Pritchard	Miscarriages (4)	[***]
169	[***]	20-L-008880	Salvi, Schostok & Pritchard	Breast Cancer	[***]
170	[***]	20-L-008881	Salvi, Schostok & Pritchard	Leukemia (MDS)	[***]
171	[***]	20-L-008882	Smith Lacien	Breast Cancer	[***]
172	[***]	20-L-008883	Salvi, Schostok & Pritchard	Breast Cancer	[***]
173	[***]	20-L-008884	RB/HME	Breast Cancer	[***]
174	[***]	20-L-008885	RB/HME	Miscarriages	[***]
175	[***]	20-L-008887	RB/HME	Myeloid Leukemia	[***]
176	[***]	20-L-008889	Salvi, Schostok & Pritchard	Lymphoma | Myelodysplastic Syndromes	[***]
177	[***]	20-L-008891	Smith Lacien	Uterine Cancer; Breast Cancer	[***]
178	[***]	20-L-008903	Salvi, Schostok & Pritchard	Leukemia, Chronic Myeloid	[***]
179	[***]	20-L-008905	Salvi, Schostok & Pritchard	Breast Cancer	[***]
180	[***]	20-L-008909	Smith Lacien	Breast Cancer	[***]
181	[***]	20-L-008911	Salvi, Schostok & Pritchard	Breast Cancer - Stage 3 triple negative	[***]
182	[***]	20-L-008914	Salvi, Schostok & Pritchard	Breast Cancer	[***]
183	[***]	20-L-008917	Salvi, Schostok & Pritchard	Breast Cancer, Stage III	[***]
184	[***]	20-L-008919	Power Rogers	Breast Cancer	[***]
185	[***]	20-L-008923	Smith Lacien	Breast Cancer	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
186	[***]	20-L-008925	CLO	Breast Cancer	[***]
187	[***]	20-L-008929	Salvi, Schostok & Pritchard	Lung cancer	[***]
188	[***]	20-L-008930	Salvi, Schostok & Pritchard	Breast cancer	[***]
189	[***]	20-L-008932	CLO	Breast Cancer	[***]
190	[***]	20-L-008933	CLO	Stomach Adenocarcinoma	[***]
191	[***]	20-L-008934	Salvi, Schostok & Pritchard	Breast Cancer	[***]
192	[***]	20-L-008937	CLO	Thyroid Cancer	[***]
193	[***]	20-L-008943	WSOR	Breast Cancer	[***]
194	[***]	20-L-008945	Smith Lacien	Breast Cancer; Lung Cancer	[***]
195	[***]	20-L-008945	Smith Lacien	Non-Hodgkins Lymphoma	[***]
196	[***]	20-L-008946	Salvi, Schostok & Pritchard	Breast Cancer	[***]
197	[***]	20-L-008948	WSOR	Breast & Uterine Cancer	[***]
198	[***]	20-L-008949	Salvi, Schostok & Pritchard	Brain & Lung Cancers	[***]
199	[***]	20-L-008950	Salvi, Schostok & Pritchard	Brain tumor	[***]
200	[***]	20-L-008951	Salvi, Schostok & Pritchard	Leukemia - Acute Myeloid	[***]
201	[***]	20-L-008952	WSOR	Bladder Cancer	[***]
202	[***]	20-L-008953	Salvi, Schostok & Pritchard	Lung Cancer (non-small cell adenocarcinoma)	[***]
203	[***]	20-L-008957	WSOR	Fybromyoxoid Sarcoma	[***]
204	[***]	20-L-008958	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
205	[***]	20-L-008959	WSOR	Pancreatic Cancer	[***]
206	[***]	20-L-008961	Salvi, Schostok & Pritchard	Gastrointestinal Cancer (stomach)	[***]
207	[***]	20-L-008962	Salvi, Schostok & Pritchard	Stomach cancer	[***]
208	[***]	20-L-008966	RB/HME	Colon Cancer	[***]
209	[***]	20-L-008971	RB/HME	Miscarriages	[***]
210	[***]	20-L-008989	WSOR	Prostate Cancer	[***]
211	[***]	20-L-009000	WSOR	Prostate Cancer	[***]
212	[***]	20-L-009006	Smith Lacien	Multiple Myeloma	[***]
213	[***]	20-L-009012	CLF/MBG	Multiple Myeloma	[***]
214	[***]	20-L-009018	CLF/MBG	Breast Cancer	[***]
215	[***]	20-L-009277	RB/HME	Cancer	[***]
216	[***]	20-L-009296	CLF/MBG	Breast Cancer	[***]
217	[***]	20-L-009380	CLF/MBG	Hodgkin's Lymphoma	[***]
218	[***]	20-L-012228	CLF/MBG	Breast cancer	[***]
219	[***]	20-L-012899	CLF/MBG	Breast Cancer, Miscarriage	[***]
220	[***]	21-L_011277	Smith Lacien	Non-Hodgkin's Lymphoma	[***]
221	[***]	21-L-001619	McNabola	Uterine/Endometrial	[***]
222	[***]	21-L-002646	Karamanis	Facial Adenoma?	[***]
223	[***]	21-L-006899	Salvi, Schostok & Pritchard	Breast Cancer	[***]
224	[***]	21-L-008020	RB/HME	Breast Cancer	[***]
225	[***]	21-L-008023	RB/HME	Breast Cancer	[***]
226	[***]	21-L-008035	RB/HME	Breast Cancer	[***]
227	[***]	21-L-008090	RB/HME	Multiple Myeloma	[***]
228	[***]	21-L-008685	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
229	[***]	21-L-008692	Salvi, Schostok & Pritchard	Mantle Cell Lymphoma (NHL)	[***]
230	[***]	21-L-008696	Salvi, Schostok & Pritchard	Breast Cancer	[***]
231	[***]	21-L-008698	Salvi, Schostok & Pritchard	Breast Cancer	[***]
232	[***]	21-L-009476	Salvi, Schostok & Pritchard	Breast Cancer	[***]

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233	[***]	21-L-010808	Salvi, Schostok & Pritchard	Breast Cancer	[***]
234	[***]	21-L-011256	CLF/MBG	Breast Cancer	[***]
235	[***]	21-L-011260	CLF/MBG	Breast Cancer	[***]
236	[***]	21-L-011261	Smith Lacien	Breast Cancer	[***]
237	[***]	21-L-011263	CLF/MBG	Breast Cancer	[***]
238	[***]	21-L-011265	CLF/MBG	Breast Cancer	[***]
239	[***]	21-L-011266	Smith Lacien	Large Cell B Lymphoma	[***]
240	[***]	21-L-011268	Smith Lacien	T-Cell Acute Lymphocytic Leukemia	[***]
241	[***]	21-L-011269	Smith Lacien	Non-Hodgkin's Lymphoma	[***]
242	[***]	21-L-011270	Smith Lacien	Breast Cancer; Fertility Issues	[***]
243	[***]	21-L-011273	CLF/MBG	Breast Cancer	[***]
244	[***]	21-L-011274	Smith Lacien	Leukemia; Celiac Disease; Anemia	[***]
245	[***]	21-L-011276	CLF/MBG	Breast Cancer	[***]
246	[***]	21-L-011278	CLF/MBG	Breast Cancer	[***]
247	[***]	21-L-011279	Smith Lacien	Non-Hodgkins Lymphoma	[***]
248	[***]	21-L-011280	Smith Lacien	Breast Cancer	[***]
249	[***]	21-L-011281	Smith Lacien	Non-Hodgkin's Lymphoma; Breast Cancer	[***]
250	[***]	21-L-011283	Smith Lacien	Mast Cell Leukemia, Advanced Systemic Mastocytosis, Myelodysplastic Syndrome.	[***]
251	[***]	21-L-011284	Smith Lacien	Non-Hodgkin's Lymphoma	[***]
252	[***]	21-L-011285	Smith Lacien	Breast Cancer	[***]
253	[***]	21-L-011286	Smith Lacien	Prostate Cancer; Non-Hodgkins Lymphoma	[***]
254	[***]	21-L-011288	Smith Lacien	Large Cell B Type Non-Hodgkin's Lymphoma	[***]
255	[***]	21-L-011290	Smith Lacien	Breast Cancer	[***]
256	[***]	21-L-011292	Smith Lacien	Breast Cancer	[***]
257	[***]	21-L-011293	CLF/MBG	Hogkin's Lymphoma	[***]
258	[***]	21-L-011293	CLF/MBG	Hogkin's Lymphoma	[***]
259	[***]	21-L-011294	Smith Lacien	Breast Cancer	[***]
260	[***]	21-L-011295	Smith Lacien	Intertility; Breast Cancer	[***]
261	[***]	21-L-011298	Smith Lacien	Breast Cancer	[***]
262	[***]	21-L-011299	Smith Lacien	Breast Cancer	[***]
263	[***]	21-L-011300	CLF/MBG	Breast Cancer	[***]
264	[***]	21-L-011301	Smith Lacien	Larynx Cancer; Lymphoma	[***]
265	[***]	21-L-011302	Smith Lacien	Breast Cancer; Paillary Thyroid Carcinoma; Basal Cell Carcinoma	[***]
266	[***]	21-L-011303	CLF/MBG	NHL	[***]
267	[***]	21-L-011304	CLF/MBG	Breast Cancer	[***]
268	[***]	21-L-011305	Smith Lacien	Breast Cancer	[***]
269	[***]	21-L-011305	Smith Lacien	Chronic Myelogenous Leukemia	[***]
270	[***]	21-L-011306	CLF/MBG	Breast Cancer	[***]
271	[***]	21-L-011306	CLF/MBG	Breast Cancer	[***]
272	[***]	21-L-011308	CLF/MBG	Stomach Cancer	[***]
273	[***]	21-L-011309	CLF/MBG	Miscarriages	[***]
274	[***]	21-L-011313	CLF/MBG	Carcinoid Tumor	[***]
275	[***]	21-L-011313	CLF/MBG	Myelodysplastic Syndrome	[***]
276	[***]	21-L-011317	CLF/MBG	Breast Cancer	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
277	[***]	21-L-011318	Tomasik Kotin Kasserman	Infertility	[***]
278	[***]	21-L-011319	CLF/MBG	Breast Cancer	[***]
279	[***]	21-L-011319	CLF/MBG	Breast Cancer	[***]
280	[***]	21-L-011319	CLF/MBG	Smouldering Myeloma	[***]
281	[***]	21-L-011320	Tomasik Kotin Kasserman	Breast Cancer	[***]
282	[***]	21-L-011322	CLF/MBG	Breast Cancer	[***]
283	[***]	21-L-011323	Tomasik Kotin Kasserman	Multiple Myelomia	[***]
284	[***]	21-L-011324	Tomasik Kotin Kasserman	Breast Cancer	[***]
285	[***]	21-L-011326	Tomasik Kotin Kasserman	Infertility	[***]
286	[***]	21-L-011327	Tomasik Kotin Kasserman	Leukemia	[***]
287	[***]	21-L-011329	Tomasik Kotin Kasserman	Stomach Cancer	[***]
288	[***]	21-L-011330	RB/HME	Breast Cancer	[***]
289	[***]	21-L-011331	Tomasik Kotin Kasserman	Breast Cancer	[***]
290	[***]	21-L-011332	Tomasik Kotin Kasserman	Breast Cancer	[***]
291	[***]	21-L-011333	Tomasik Kotin Kasserman	Birth Defects	[***]
292	[***]	21-L-011333	Tomasik Kotin Kasserman	Birth Defects	[***]
293	[***]	21-L-011333	Tomasik Kotin Kasserman	Birth Defects	[***]
294	[***]	21-L-011333	Tomasik Kotin Kasserman	Fertility Issues	[***]
295	[***]	21-L-011334	CLF/MBG	Breast Cancer	[***]
296	[***]	21-L-011335	RB/HME	NHL	[***]
297	[***]	21-L-011336	RB/HME	NHL	[***]
298	[***]	21-L-011337	RB/HME	ALL	[***]
299	[***]	21-L-011338	Salvi, Schostok & Pritchard	Neuroblastoma	[***]
300	[***]	21-L-011338	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma, Stage II	[***]
301	[***]	21-L-011343	Tomasik Kotin Kasserman	Breast Cancer	[***]
302	[***]	21-L-011347	Salvi, Schostok & Pritchard	Breast Cancer	[***]
303	[***]	21-L-011348	CLF/MBG	Breast Cancer	[***]
304	[***]	21-L-011349	Tomasik Kotin Kasserman	Infertility	[***]
305	[***]	21-L-011350	Tomasik Kotin Kasserman	Fertility Issues	[***]
306	[***]	21-L-011351	Tomasik Kotin Kasserman	Bladder Cancer	[***]
307	[***]	21-L-011352	CLF/MBG	Breast Cancer	[***]
308	[***]	21-L-011353	Salvi, Schostok & Pritchard	Breast Cancer X2	[***]
309	[***]	21-L-011354	CLF/MBG	Breast Cancer	[***]
310	[***]	21-L-011355	CLF/MBG	Breast Cancer	[***]
311	[***]	21-L-011356	Salvi, Schostok & Pritchard	Lymphoma	[***]
312	[***]	21-L-011357	CLF/MBG	Breast Cancer	[***]
313	[***]	21-L-011359	Salvi, Schostok & Pritchard	Breast Cancer	[***]
314	[***]	21-L-011360	CLF/MBG	Breast Cancer	[***]
315	[***]	21-L-011361	Salvi, Schostok & Pritchard	Breast Cancer	[***]
316	[***]	21-L-011363	CLF/MBG	Breast Cancer, Miscarriages	[***]
317	[***]	21-L-011364	CLF/MBG	Breast Cancer (Paget's Disease)	[***]
318	[***]	21-L-011368	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma X2	[***]
319	[***]	21-L-011369	RB/HME	HL	[***]
320	[***]	21-L-011370	CLF/MBG	Breast Cancer	[***]
321	[***]	21-L-011371	RB/HME	Breast Cancer	[***]
322	[***]	21-L-011372	CLF/MBG	Waldenstrom’s Macroglobulinemia	[***]
323	[***]	21-L-011375	Salvi, Schostok & Pritchard	Breast cancer | 2 Brain Tumors	[***]
324	[***]	21-L-011376	CLF/MBG	Breast Cancer	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
325	[***]	21-L-011380	Salvi, Schostok & Pritchard	Leukemia, Lymphocytic	[***]
326	[***]	21-L-011381	CLF/MBG	Breast Cancer, Miscarriage	[***]
327	[***]	21-L-011384	CLF/MBG	Breast Cancer	[***]
328	[***]	21-L-011385	Salvi, Schostok & Pritchard	Stomach cancer	[***]
329	[***]	21-L-011386	Salvi, Schostok & Pritchard	Breast Cancer x2	[***]
330	[***]	21-L-011388	CLF/MBG	Breast Cancer, Miscarriages	[***]
331	[***]	21-L-011389	Salvi, Schostok & Pritchard	Breast cancer & 11 Miscarriages	[***]
332	[***]	21-L-011391	Salvi, Schostok & Pritchard	Breast Cancer	[***]
333	[***]	21-L-011392	CLF/MBG	Breast Cancer	[***]
334	[***]	21-L-011393	RB/HME	Breast Cancer	[***]
335	[***]	21-L-011395	Salvi, Schostok & Pritchard	Lymphoma, Splenic Marginal Zone B Cel	[***]
336	[***]	21-L-011396	Salvi, Schostok & Pritchard	Breast cancer	[***]
337	[***]	21-L-011397	CLF/MBG	Breast Cancer	[***]
338	[***]	21-L-011399	RB/HME	Breast Cancer	[***]
339	[***]	21-L-011401	CLF/MBG	Breast Cancer	[***]
340	[***]	21-L-011402	Salvi, Schostok & Pritchard	Breast Cancer | Non-Hodgkin's Lymphoma	[***]
341	[***]	21-L-011403	CLF/MBG	Breast Cancer, Miscarriage	[***]
342	[***]	21-L-011404	CLF/MBG	Breast Cancer	[***]
343	[***]	21-L-011405	Salvi, Schostok & Pritchard	Breast cancer	[***]
344	[***]	21-L-011406	Salvi, Schostok & Pritchard	Breast Cancer	[***]
345	[***]	21-L-011407	CLF/MBG	Hodgkin's Lymphoma	[***]
346	[***]	21-L-011407	CLF/MBG	Myelodysplastic Syndrome; AML	[***]
347	[***]	21-L-011409	Salvi, Schostok & Pritchard	Breast cancer	[***]
348	[***]	21-L-011411	Salvi, Schostok & Pritchard	Breast Cancer	[***]
349	[***]	21-L-011412	Salvi, Schostok & Pritchard	Breast Cancer - Ductal carcinoma in situ	[***]
350	[***]	21-L-011413	CLF/MBG	Breast Cancer	[***]
351	[***]	21-L-011415	Salvi, Schostok & Pritchard	Breast cancer |	[***]
352	[***]	21-L-011416	CLF/MBG	Follicular Lymphoma; Diffuse Large B-Cell Lymphoma	[***]
353	[***]	21-L-011417	Salvi, Schostok & Pritchard	Breast Cancer X2	[***]
354	[***]	21-L-011419	CLF/MBG	Hodgkin's Lymphoma	[***]
355	[***]	21-L-011421	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
356	[***]	21-L-011423	Salvi, Schostok & Pritchard	Non-Hodgkins Lymphoma	[***]
357	[***]	21-L-011424	Salvi, Schostok & Pritchard	Breast cancer	[***]
358	[***]	21-L-011425	CLF/MBG	CML	[***]
359	[***]	21-L-011426	Salvi, Schostok & Pritchard	Hodgkin's Lymphoma, Nodular Sclerosis	[***]
360	[***]	21-L-011429	CLF/MBG	Breast Cancer	[***]
361	[***]	21-L-011431	Salvi, Schostok & Pritchard	Breast cancer | 3 Miscarriage	[***]
362	[***]	21-L-011432	RB/HME	Breast Cancer	[***]
363	[***]	21-L-011755	Salvi, Schostok & Pritchard	Breast Cancer	[***]
364	[***]	21-L-011433	RB/HME	PCV	[***]
365	[***]	21-L-011434	CLF/MBG	Breast Cancer	[***]
366	[***]	21-L-011435	RB/HME	PCV	[***]
367	[***]	21-L-011436	Salvi, Schostok & Pritchard	Breast Cancer	[***]
368	[***]	21-L-011437	RB/HME	Breast Cancer	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
369	[***]	21-L-011439	RB/HME	Breast Cancer	[***]
370	[***]	21-L-011440	CLF/MBG	Breast Cancer	[***]
371	[***]	21-L-011440	CLF/MBG	CML	[***]
372	[***]	21-L-011442	RB/HME	Breast Cancer	[***]
373	[***]	21-L-011443	Salvi, Schostok & Pritchard	Breast Cancer	[***]
374	[***]	21-L-011444	Salvi, Schostok & Pritchard	Hodgkin's lymphoma	[***]
375	[***]	21-L-011445	RB/HME	Breast Cancer	[***]
376	[***]	21-L-011447	Salvi, Schostok & Pritchard	Breast cancer	[***]
377	[***]	21-L-011448	RB/HME	NHL	[***]
378	[***]	21-L-011450	RB/HME	Breast Cancer; Uterine Cancer; Lung Cancer	[***]
379	[***]	21-L-011452	RB/HME	Breast Cancer	[***]
380	[***]	21-L-011453	Salvi, Schostok & Pritchard	Breast Cancer	[***]
381	[***]	21-L-011454	RB/HME	CML	[***]
382	[***]	21-L-011455	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
383	[***]	21-L-011456	RB/HME	Breast Cancer	[***]
384	[***]	21-L-011457	CLF/MBG	Colon Cancer	[***]
385	[***]	21-L-011458	RB/HME	Breast Cancer	[***]
386	[***]	21-L-011459	Salvi, Schostok & Pritchard	Breast Cancer	[***]
387	[***]	21-L-011460	CLF/MBG	Colon Cancer	[***]
388	[***]	21-L-011461	RB/HME	Breast Cancer	[***]
389	[***]	21-L-011462	RB/HME	Breast Cancer	[***]
390	[***]	21-L-011463	CLF/MBG	Breast Cancer	[***]
391	[***]	21-L-011465	RB/HME	Essential Thrombocythemia	[***]
392	[***]	21-L-011467	Salvi, Schostok & Pritchard	Leukemia Myelofibrosis	[***]
393	[***]	21-L-011468	RB/HME	Breast Cancer	[***]
394	[***]	21-L-011469	RB/HME	AML	[***]
395	[***]	21-L-011470	RB/HME	CLL	[***]
396	[***]	21-L-011471	RB/HME	Breast Cancer	[***]
397	[***]	21-L-011472	RB/HME	Breast Cancer	[***]
398	[***]	21-L-011473	Salvi, Schostok & Pritchard	Brain Cancer (Ependymoma)	[***]
399	[***]	21-L-011474	RB/HME	CLL/SLL	[***]
400	[***]	21-L-011475	Salvi, Schostok & Pritchard	Breast Cancer X2	[***]
401	[***]	21-L-011476	Salvi, Schostok & Pritchard	Brain Cancer	[***]
402	[***]	21-L-011477	RB/HME	Breast Cancer	[***]
403	[***]	21-L-011478	Salvi, Schostok & Pritchard	Breast cancer	[***]
404	[***]	21-L-011479	RB/HME	Lymphoma	[***]
405	[***]	21-L-011480	Salvi, Schostok & Pritchard	Brain Tumor	[***]
406	[***]	21-L-011481	RB/HME	Breast Cancer	[***]
407	[***]	21-L-011483	Salvi, Schostok & Pritchard	Breast Cancer	[***]
408	[***]	21-L-011484	Salvi, Schostok & Pritchard	Leukemia, Lymphocytic	[***]
409	[***]	21-L-011485	Salvi, Schostok & Pritchard	Breast Cancer	[***]
410	[***]	21-L-011486	Salvi, Schostok & Pritchard	Breast Cancer	[***]
411	[***]	21-L-011487	Salvi, Schostok & Pritchard	Breast Cancer	[***]
412	[***]	21-L-011488	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
413	[***]	21-L-011490	Salvi, Schostok & Pritchard	Lung Cancer	[***]
414	[***]	21-L-011492	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma x2	[***]
415	[***]	21-L-011493	RB/HME	NHL	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
416	[***]	21-L-011494	Salvi, Schostok & Pritchard	Leukemia (Hairy Cell)	[***]
417	[***]	21-L-011495	Salvi, Schostok & Pritchard	Breast Cancer	[***]
418	[***]	21-L-011496	RB/HME	Miscarriages	[***]
419	[***]	21-L-011498	RB/HME	Lung Cancer	[***]
420	[***]	21-L-011499	RB/HME	Breast Cancer	[***]
421	[***]	21-L-011500	Salvi, Schostok & Pritchard	breast cancer	[***]
422	[***]	21-L-011501	Salvi, Schostok & Pritchard	Lung Cancer	[***]
423	[***]	21-L-011502	Salvi, Schostok & Pritchard	Non-Hodgkins Lymphoma	[***]
424	[***]	21-L-011503	Salvi, Schostok & Pritchard	Breast Cancer	[***]
425	[***]	21-L-011504	Salvi, Schostok & Pritchard	Leukemia, Lymphocytic, Chronic	[***]
426	[***]	21-L-011506	Salvi, Schostok & Pritchard	Breast Cancer	[***]
427	[***]	21-L-011507	Salvi, Schostok & Pritchard	Breast Cancer	[***]
428	[***]	21-L-011508	Salvi, Schostok & Pritchard	Breast cancer	[***]
429	[***]	21-L-011509	Salvi, Schostok & Pritchard	Breast Cancer	[***]
430	[***]	21-L-011510	Salvi, Schostok & Pritchard	Breast cancer	[***]
431	[***]	21-L-011511	Salvi, Schostok & Pritchard	Breast Cancer	[***]
432	[***]	21-L-011512	RB/HME	Breast Cancer	[***]
433	[***]	21-L-011512	RB/HME	Breast Cancer	[***]
434	[***]	21-L-011512	RB/HME	Kidney Cancer	[***]
435	[***]	21-L-011513	Salvi, Schostok & Pritchard	Hodgkin's Disease | 2 Miscarriages	[***]
436	[***]	21-L-011515	Salvi, Schostok & Pritchard	Breast cancer	[***]
437	[***]	21-L-011516	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
438	[***]	21-L-011517	Salvi, Schostok & Pritchard	Breast cancer	[***]
439	[***]	21-L-011521	RB/HME	Thyroid Cancer	[***]
440	[***]	21-L-011523	RB/HME	Breast Cancer	[***]
441	[***]	21-L-011524	RB/HME	Breast Cancer	[***]
442	[***]	21-L-011528	RB/HME	Miscarriages	[***]
443	[***]	21-L-011529	RB/HME	Breast Cancer	[***]
444	[***]	21-L-011530	RB/HME	MM	[***]
445	[***]	21-L-011531	RB/HME	Breast Cancer	[***]
446	[***]	21-L-011532	RB/HME	Breast Cancer	[***]
447	[***]	21-L-011533	RB/HME	Breast Cancer	[***]
448	[***]	21-L-011534	RB/HME	Breast Cancer	[***]
449	[***]	21-L-011537	RB/HME	Breast Cancer	[***]
450	[***]	21-L-011538	RB/HME	MM	[***]
451	[***]	21-L-011540	RB/HME	CML	[***]
452	[***]	21-L-011541	Salvi, Schostok & Pritchard	Breast Cancer, Stage IV	[***]
453	[***]	21-L-011542	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
454	[***]	21-L-011544	RB/HME	Breast Cancer	[***]
455	[***]	21-L-011545	RB/HME	Breast Cancer	[***]
456	[***]	21-L-011546	Salvi, Schostok & Pritchard	Pancreatic Cancer, Mets. Stage IV	[***]
457	[***]	21-L-011547	RB/HME	Kidney Cancer	[***]
458	[***]	21-L-011548	RB/HME	NHL	[***]
459	[***]	21-L-011549	RB/HME	Breast Cancer	[***]
460	[***]	21-L-011550	RB/HME	Breast Cancer	[***]
461	[***]	21-L-011551	Salvi, Schostok & Pritchard	Lung Cancer	[***]
462	[***]	21-L-011552	RB/HME	CLL	[***]
463	[***]	21-L-011553	RB/HME	MM	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
464	[***]	21-L-011554	Salvi, Schostok & Pritchard	Breast cancer	[***]
465	[***]	21-L-011557	RB/HME	CLL	[***]
466	[***]	21-L-011557	RB/HME	CLL	[***]
467	[***]	21-L-011558	Salvi, Schostok & Pritchard	Non-Hodgkins Lymphoma	[***]
468	[***]	21-L-011559	RB/HME	NHL	[***]
469	[***]	21-L-011560	RB/HME	Breast Cancer	[***]
470	[***]	21-L-011562	RB/HME	CLL	[***]
471	[***]	21-L-011563	Salvi, Schostok & Pritchard	Breast cancer	[***]
472	[***]	21-L-011564	RB/HME	NHL	[***]
473	[***]	21-L-011565	Salvi, Schostok & Pritchard	Breast cancer	[***]
474	[***]	21-L-011566	RB/HME	NHL	[***]
475	[***]	21-L-011567	RB/HME	NHL	[***]
476	[***]	21-L-011568	RB/HME	Hairy Cell Leukemia	[***]
477	[***]	21-L-011571	Salvi, Schostok & Pritchard	Breast Cancer | Pancreatic Cancer	[***]
478	[***]	21-L-011573	Salvi, Schostok & Pritchard	Breast Cancer	[***]
479	[***]	21-L-011574	RB/HME	Breast Cancer	[***]
480	[***]	21-L-011575	Salvi, Schostok & Pritchard	Breast Cancer	[***]
481	[***]	21-L-011576	RB/HME	Breast Cancer	[***]
482	[***]	21-L-011577	Salvi, Schostok & Pritchard	Leukemia, Chronic Lymphocytic	[***]
483	[***]	21-L-011578	RB/HME	NHL	[***]
484	[***]	21-L-011579	RB/HME	CLL	[***]
485	[***]	21-L-011580	RB/HME	Breast Cancer	[***]
486	[***]	21-L-011581	RB/HME	NHL	[***]
487	[***]	21-L-011582	RB/HME	MM	[***]
488	[***]	21-L-011584	Salvi, Schostok & Pritchard	Breast Cancer | Lung Cancer	[***]
489	[***]	21-L-011585	RB/HME	Breast Cancer	[***]
490	[***]	21-L-011586	Salvi, Schostok & Pritchard	Leukemia	[***]
491	[***]	21-L-011587	RB/HME	Breast Cancer	[***]
492	[***]	21-L-011588	RB/HME	NHL	[***]
493	[***]	21-L-011589	Salvi, Schostok & Pritchard	Pancreatic Cancer	[***]
494	[***]	21-L-011590	RB/HME	Multiple Myeloma	[***]
495	[***]	21-L-011592	RB/HME	CLL	[***]
496	[***]	21-L-011593	RB/HME	Breast Cancer	[***]
497	[***]	21-L-011594	RB/HME	CMML	[***]
498	[***]	21-L-011596	RB/HME	Breast Cancer	[***]
499	[***]	21-L-011597	RB/HME	Breast Cancer	[***]
500	[***]	21-L-011598	RB/HME	NHL	[***]
501	[***]	21-L-011600	Salvi, Schostok & Pritchard	Lymphoma	[***]
502	[***]	21-L-011602	RB/HME	Breast Cancer	[***]
503	[***]	21-L-011603	RB/HME	MM/Leukemia	[***]
504	[***]	21-L-011604	Salvi, Schostok & Pritchard	Breast Cancer	[***]
505	[***]	21-L-011605	RB/HME	Breast Cancer	[***]
506	[***]	21-L-011606	RB/HME	Breast Cancer	[***]
507	[***]	21-L-011607	Salvi, Schostok & Pritchard	Leukemia	[***]
508	[***]	21-L-011608	RB/HME	Breast Cancer	[***]
509	[***]	21-L-011609	Salvi, Schostok & Pritchard	Breast cancer x4	[***]
510	[***]	21-L-011611	Salvi, Schostok & Pritchard	Breast Cancer	[***]
511	[***]	21-L-011614	RB/HME	Breast Cancer	[***]

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512	[***]	21-L-011615	Salvi, Schostok & Pritchard	Breast Cancer | Lymphoma	[***]
513	[***]	21-L-011616	RB/HME	AML	[***]
514	[***]	21-L-011617	Salvi, Schostok & Pritchard	Pancreatic Cancer	[***]
515	[***]	21-L-011618	RB/HME	NHL (Waldenstroms)	[***]
516	[***]	21-L-011619	RB/HME	Breast Cancer	[***]
517	[***]	21-L-011620	Salvi, Schostok & Pritchard	Lung Cancer	[***]
518	[***]	21-L-011621	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
519	[***]	21-L-011622	RB/HME	NHL	[***]
520	[***]	21-L-011623	RB/HME	AML	[***]
521	[***]	21-L-011624	Salvi, Schostok & Pritchard	Leukemia	[***]
522	[***]	21-L-011625	RB/HME	Miscarriages	[***]
523	[***]	21-L-011626	Salvi, Schostok & Pritchard	Non Hodgkin's Lymphoma	[***]
524	[***]	21-L-011627	Salvi, Schostok & Pritchard	Lymphoma	[***]
525	[***]	21-L-011628	RB/HME	Breast Cancer	[***]
526	[***]	21-L-011629	RB/HME	HL	[***]
527	[***]	21-L-011630	RB/HME	Leukemia	[***]
528	[***]	21-L-011631	Salvi, Schostok & Pritchard	Breast Cancer	[***]
529	[***]	21-L-011632	RB/HME	Miscarriages	[***]
530	[***]	21-L-011633	Salvi, Schostok & Pritchard	Brain, Prostate & Lung Cancers	[***]
531	[***]	21-L-011634	RB/HME	Breast Cancer	[***]
532	[***]	21-L-011635	RB/HME	Breast Cancer	[***]
533	[***]	21-L-011636	Salvi, Schostok & Pritchard	Lung Cancer, Non-Small Cell	[***]
534	[***]	21-L-011637	RB/HME	Breast Cancer	[***]
535	[***]	21-L-011638	RB/HME	Hodgkin's Lymphoma; prostate cancer;lymph node	[***]
536	[***]	21-L-011639	Salvi, Schostok & Pritchard	Breast Cancer	[***]
537	[***]	21-L-011640	RB/HME	Breast Cancer	[***]
538	[***]	21-L-011641	RB/HME	Birth Defect	[***]
539	[***]	21-L-011641	RB/HME	NHL	[***]
540	[***]	21-L-011642	Salvi, Schostok & Pritchard	Neuroblastoma	[***]
541	[***]	21-L-011643	RB/HME	Fertility	[***]
542	[***]	21-L-011644	RB/HME	CLL	[***]
543	[***]	21-L-011645	RB/HME	Breast Cancer	[***]
544	[***]	21-L-011647	RB/HME	Breast Cancer	[***]
545	[***]	21-L-011648	Salvi, Schostok & Pritchard	Breast Cancer	[***]
546	[***]	21-L-011649	RB/HME	Birth Defect	[***]
547	[***]	21-L-011650	RB/HME	Breast Cancer	[***]
548	[***]	21-L-011651	RB/HME	Breast Cancer	[***]
549	[***]	21-L-011652	RB/HME	Miscarriages	[***]
550	[***]	21-L-011653	RB/HME	Miscarriages	[***]
551	[***]	21-L-011654	RB/HME	Breast Cancer	[***]
552	[***]	21-L-011655	RB/HME	Breast Cancer	[***]
553	[***]	21-L-011656	RB/HME	CLL	[***]
554	[***]	21-L-011656	RB/HME	Hairy Cell Leukemia	[***]
555	[***]	21-L-011657	Salvi, Schostok & Pritchard	Lung Cancer	[***]
556	[***]	21-L-011658	RB/HME	Testicular Cancer	[***]
557	[***]	21-L-011659	RB/HME	Breast Cancer	[***]
558	[***]	21-L-011660	RB/HME	Breast Cancer	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
559	[***]	21-L-011661	RB/HME	Kidney Cancer	[***]
560	[***]	21-L-011662	RB/HME	Breast Cancer	[***]
561	[***]	21-L-011663	RB/HME	Breast Cancer	[***]
562	[***]	21-L-011664	RB/HME	Miscarriages	[***]
563	[***]	21-L-011666	RB/HME	Miscarriages	[***]
564	[***]	21-L-011667	RB/HME	Breast Cancer	[***]
565	[***]	21-L-011668	RB/HME	AML	[***]
566	[***]	21-L-011669	RB/HME	Leukemia	[***]
567	[***]	21-L-011671	RB/HME	Breast Cancer	[***]
568	[***]	21-L-011672	RB/HME	Multiple Myeloma	[***]
569	[***]	21-L-011673	RB/HME	AML	[***]
570	[***]	21-L-011674	RB/HME	Breast Cancer	[***]
571	[***]	21-L-011677	RB/HME	Breast Cancer	[***]
572	[***]	21-L-011679	Salvi, Schostok & Pritchard	Miscarriage (3)	[***]
573	[***]	21-L-011682	Salvi, Schostok & Pritchard	Breast Cancer	[***]
574	[***]	21-L-011683	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
575	[***]	21-L-011684	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
576	[***]	21-L-011685	Salvi, Schostok & Pritchard	Glioblastoma (Brain Tumor)	[***]
577	[***]	21-L-011689	Salvi, Schostok & Pritchard	Lung Cancer	[***]
578	[***]	21-L-011690	RB/HME	Liver Cancer	[***]
579	[***]	21-L-011693	RB/HME	Pancreatic Cancer	[***]
580	[***]	21-L-011695	Salvi, Schostok & Pritchard	Breast Cancer	[***]
581	[***]	21-L-011696	Salvi, Schostok & Pritchard	Lung Cancer	[***]
582	[***]	21-L-011697	Salvi, Schostok & Pritchard	Lung Cancer & Brain Tumor x2	[***]
583	[***]	21-L-011698	Salvi, Schostok & Pritchard	Breast Cancer	[***]
584	[***]	21-L-011699	Salvi, Schostok & Pritchard	Breast Cancer	[***]
585	[***]	21-L-011700	Salvi, Schostok & Pritchard	Breast Cancer	[***]
586	[***]	21-L-011701	Salvi, Schostok & Pritchard	Breast Cancer	[***]
587	[***]	21-L-011702	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
588	[***]	21-L-011703	Salvi, Schostok & Pritchard	Breast Cancer	[***]
589	[***]	21-L-011705	Salvi, Schostok & Pritchard	Breast, Lymphoma, Non-Hodgkin's Lymphoma, Spindle Cell & Skin Cancer	[***]
590	[***]	21-L-011708	Salvi, Schostok & Pritchard	Brain Tumor	[***]
591	[***]	21-L-011709	Salvi, Schostok & Pritchard	Multiple Myeloma	[***]
592	[***]	21-L-011710	Salvi, Schostok & Pritchard	Breast Cancer	[***]
593	[***]	21-L-011711	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma (Follicular)	[***]
594	[***]	21-L-011712	Salvi, Schostok & Pritchard	Pancreatic Cancer	[***]
595	[***]	21-L-011713	Salvi, Schostok & Pritchard	Brain Cancer	[***]
596	[***]	21-L-011717	Salvi, Schostok & Pritchard	Breast Cancer	[***]
597	[***]	21-L-011721	Salvi, Schostok & Pritchard	Glioblastoma Multiforme	[***]
598	[***]	21-L-011723	Salvi, Schostok & Pritchard	Leukemia | Breast cancer	[***]
599	[***]	21-L-011724	Salvi, Schostok & Pritchard	Stomach Cancer	[***]
600	[***]	21-L-011725	Salvi, Schostok & Pritchard	Breast Cancer	[***]
601	[***]	21-L-011727	Salvi, Schostok & Pritchard	Hodgkin's Lymphoma	[***]
602	[***]	21-L-011728	Salvi, Schostok & Pritchard	Glioblastoma	[***]
603	[***]	21-L-011729	Salvi, Schostok & Pritchard	Breast Cancer	[***]
604	[***]	21-L-011730	Salvi, Schostok & Pritchard	Breast cancer	[***]
605	[***]	21-L-011731	Salvi, Schostok & Pritchard	Leukemia, Chronic Lymphatic	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
606	[***]	21-L-011732	Salvi, Schostok & Pritchard	Breast cancer	[***]
607	[***]	21-L-011733	Salvi, Schostok & Pritchard	Breast Cancer	[***]
608	[***]	21-L-011734	Salvi, Schostok & Pritchard	Pancreatic Cancer	[***]
609	[***]	21-L-011735	Salvi, Schostok & Pritchard	Lung cancer	[***]
610	[***]	21-L-011736	Salvi, Schostok & Pritchard	Breast Cancer	[***]
611	[***]	21-L-011737	Salvi, Schostok & Pritchard	Breast Cancer	[***]
612	[***]	21-L-011738	Salvi, Schostok & Pritchard	Miscarriages (3)	[***]
613	[***]	21-L-011739	Salvi, Schostok & Pritchard	Breast Cancer - Invasive ductal carcinoma	[***]
614	[***]	21-L-011744	Salvi, Schostok & Pritchard	Breast Cancer	[***]
615	[***]	21-L-011745	Salvi, Schostok & Pritchard	Breast Cancer	[***]
616	[***]	21-L-011746	Salvi, Schostok & Pritchard	Lymphoma	[***]
617	[***]	21-L-011748	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
618	[***]	21-L-011749	Salvi, Schostok & Pritchard	Breast Cancer	[***]
619	[***]	21-L-011751	Salvi, Schostok & Pritchard	Breast Cancer	[***]
620	[***]	21-L-011752	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
621	[***]	21-L-011754	Salvi, Schostok & Pritchard	Miscarriages (3)	[***]
622	[***]	21-L-011756	RB/HME	Miscarriages	[***]
623	[***]	21-L-011757	Salvi, Schostok & Pritchard	Lung Cancer	[***]
624	[***]	21-L-011758	Salvi, Schostok & Pritchard	Lung Cancer	[***]
625	[***]	21-L-011759	RB/HME	Miscarriages	[***]
626	[***]	21-L-011761	Salvi, Schostok & Pritchard	Lymphoma	[***]
627	[***]	21-L-011762	Salvi, Schostok & Pritchard	Leukemia	[***]
628	[***]	21-L-011763	RB/HME	Breast Cancer	[***]
629	[***]	21-L-011765	Salvi, Schostok & Pritchard	Breast Cancer	[***]
630	[***]	21-L-011767	RB/HME	Breast Cancer	[***]
631	[***]	21-L-011769	RB/HME	Leukemia	[***]
632	[***]	21-L-011770	RB/HME	Breast Cancer	[***]
633	[***]	21-L-011772	Salvi, Schostok & Pritchard	Breast Cancer	[***]
634	[***]	21-L-011774	RB/HME	Multiple Myeloma	[***]
635	[***]	21-L-011775	RB/HME	CLL	[***]
636	[***]	21-L-011777	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
637	[***]	21-L-011778	RB/HME	Breast Cancer	[***]
638	[***]	21-L-011779	RB/HME	Miscarriages	[***]
639	[***]	21-L-011781	RB/HME	Birth Defect	[***]
640	[***]	21-L-011781	RB/HME	Birth Defect	[***]
641	[***]	21-L-011784	Salvi, Schostok & Pritchard	Lung Cancer	[***]
642	[***]	21-L-011785	RB/HME	Stomach Cancer	[***]
643	[***]	21-L-011786	RB/HME	Miscarriages	[***]
644	[***]	21-L-011787	Salvi, Schostok & Pritchard	Breast cancer	[***]
645	[***]	21-L-011788	Salvi, Schostok & Pritchard	Leukemia	[***]
646	[***]	21-L-011791	RB/HME	Testicular Cancer	[***]
647	[***]	21-L-011792	RB/HME	Kidney Cancer	[***]
648	[***]	21-L-011794	Salvi, Schostok & Pritchard	Leukemia, Acute	[***]
649	[***]	21-L-011795	RB/HME	Lung Cancer	[***]
650	[***]	21-L-011796	Salvi, Schostok & Pritchard	Lung cancer	[***]
651	[***]	21-L-011797	RB/HME	Miscarriages	[***]
652	[***]	21-L-011798	RB/HME	Miscarriages	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
653	[***]	21-L-011799	RB/HME	Breast Cancer	[***]
654	[***]	21-L-011801	RB/HME	Breast Cancer	[***]
655	[***]	21-L-011803	RB/HME	Breast Cancer	[***]
656	[***]	21-L-011805	RB/HME	NHL	[***]
657	[***]	21-L-011807	Salvi, Schostok & Pritchard	Lung Cancer (Stage IV)	[***]
658	[***]	21-L-011810	Salvi, Schostok & Pritchard	Leukemia	[***]
659	[***]	21-L-011811	RB/HME	Breast Cancer	[***]
660	[***]	21-L-011812	RB/HME	ALL	[***]
661	[***]	21-L-011813	Salvi, Schostok & Pritchard	Glioblastoma Multiforme	[***]
662	[***]	21-L-011814	RB/HME	Breast Cancer	[***]
663	[***]	21-L-011815	Salvi, Schostok & Pritchard	Stomach cancer	[***]
664	[***]	21-L-011816	Salvi, Schostok & Pritchard	Breast cancer	[***]
665	[***]	21-L-011817	RB/HME	Miscarriages	[***]
666	[***]	21-L-011819	Salvi, Schostok & Pritchard	Breast cancer	[***]
667	[***]	21-L-011821	Salvi, Schostok & Pritchard	Glioblastoma (brain tumor)	[***]
668	[***]	21-L-011822	Salvi, Schostok & Pritchard	Lung cancer	[***]
669	[***]	21-L-011823	RB/HME	Breast Cancer	[***]
670	[***]	21-L-011823	RB/HME	Breast Cancer	[***]
671	[***]	21-L-011824	RB/HME	Miscarriages	[***]
672	[***]	21-L-011825	RB/HME	Breast Cancer	[***]
673	[***]	21-L-011826	Salvi, Schostok & Pritchard	Pancreatic Cancer, Thyroid Cancer	[***]
674	[***]	21-L-011827	Salvi, Schostok & Pritchard	Pancreatic & Stage IV Lung Cancers	[***]
675	[***]	21-L-011829	RB/HME	Miscarriages	[***]
676	[***]	21-L-011830	RB/HME	Miscarriages	[***]
677	[***]	21-L-011831	Salvi, Schostok & Pritchard	Breast cancer	[***]
678	[***]	21-L-011833	RB/HME	Leukemia	[***]
679	[***]	21-L-011834	RB/HME	Miscarriages	[***]
680	[***]	21-L-011835	RB/HME	Stomach Cancer	[***]
681	[***]	21-L-011836	Salvi, Schostok & Pritchard	Hodgkin's Lymphoma, Stage 2	[***]
682	[***]	21-L-011838	RB/HME	Breast Cancer	[***]
683	[***]	21-L-011838	RB/HME	Breast Cancer	[***]
684	[***]	21-L-011839	RB/HME	Breast Cancer	[***]
685	[***]	21-L-011840	Salvi, Schostok & Pritchard	Leukemia - Chronic Myeloid	[***]
686	[***]	21-L-011841	Salvi, Schostok & Pritchard	Breast cancer X2	[***]
687	[***]	21-L-011844	Salvi, Schostok & Pritchard	Lung cancer	[***]
688	[***]	21-L-011846	Salvi, Schostok & Pritchard	Breast Cancer	[***]
689	[***]	21-L-011847	Salvi, Schostok & Pritchard	Lung cancer	[***]
690	[***]	21-L-011849	RB/HME	Breast Cancer	[***]
691	[***]	21-L-011851	Salvi, Schostok & Pritchard	Lung Cancer, Stage III	[***]
692	[***]	21-L-011852	RB/HME	Breast Cancer	[***]
693	[***]	21-L-011853	Salvi, Schostok & Pritchard	Leukemia, Acute myeloid	[***]
694	[***]	21-L-011855	RB/HME	Stomach Cancer	[***]
695	[***]	21-L-011856	Salvi, Schostok & Pritchard	Breast Cancer, Stage IV	[***]
696	[***]	21-L-011857	Salvi, Schostok & Pritchard	Breast Cancer	[***]
697	[***]	21-L-011858	RB/HME	Breast Cancer	[***]
698	[***]	21-L-011860	RB/HME	Pancreatic Cancer	[***]
699	[***]	21-L-011861	RB/HME	Breast Cancer	[***]
700	[***]	21-L-011862	RB/HME	Miscarriages	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
701	[***]	21-L-011863	Salvi, Schostok & Pritchard	Non-Hodgkin's Lymphoma	[***]
702	[***]	21-L-011864	RB/HME	Scleroderma	[***]
703	[***]	21-L-011865	RB/HME	Breast Cancer	[***]
704	[***]	21-L-011865	RB/HME	CLL	[***]
705	[***]	21-L-011865	RB/HME	CLL	[***]
706	[***]	21-L-011866	RB/HME	Fertility	[***]
707	[***]	21-L-011867	RB/HME	Breast Cancer	[***]
708	[***]	21-L-011868	RB/HME	Esophageal Cancer; Rectal Cancer	[***]
709	[***]	21-L-011869	Salvi, Schostok & Pritchard	Leukemia, acute myeloid	[***]
710	[***]	21-L-011870	RB/HME	Breast Cancer	[***]
711	[***]	21-L-011871	Salvi, Schostok & Pritchard	Brain cancer	[***]
712	[***]	21-L-011872	RB/HME	Pancreatic Cancer	[***]
713	[***]	21-L-011873	RB/HME	Breast Cancer	[***]
714	[***]	21-L-011874	RB/HME	Breast Cancer	[***]
715	[***]	21-L-011875	RB/HME	Breast Cancer	[***]
716	[***]	21-L-011876	RB/HME	Follicular Lymphoma	[***]
717	[***]	21-L-011877	Salvi, Schostok & Pritchard	Prostate Cancer	[***]
718	[***]	21-L-011881	RB/HME	Miscarriages	[***]
719	[***]	21-L-011882	RB/HME	Breast Cancer	[***]
720	[***]	21-L-011883	RB/HME	Stomach Cancer	[***]
721	[***]	21-L-011885	RB/HME	Stomach Cancer	[***]
722	[***]	21-L-011886	RB/HME	Breast Cancer	[***]
723	[***]	21-L-011887	RB/HME	HL	[***]
724	[***]	21-L-011891	RB/HME	Miscarriages	[***]
725	[***]	21-L-011894	RB/HME	Breast Cancer	[***]
726	[***]	21-L-011896	RB/HME	Miscarriages	[***]
727	[***]	21-L-011898	RB/HME	Breast Cancer	[***]
728	[***]	21-L-011900	RB/HME	Breast Cancer	[***]
729	[***]	21-L-011903	RB/HME	Miscarriages	[***]
730	[***]	21-L-011904	RB/HME	Miscarriages	[***]
731	[***]	21-L-011908	RB/HME	Breast Cancer	[***]
732	[***]	21-L-011909	RB/HME	Miscarriages	[***]
733	[***]	21-L-011911	RB/HME	Breast Cancer	[***]
734	[***]	21-L-011912	RB/HME	Miscarriages	[***]
735	[***]	21-L-011913	RB/HME	Miscarriages	[***]
736	[***]	21-L-011915	RB/HME	Breast Cancer	[***]
737	[***]	21-L-011916	RB/HME	Birth Defect	[***]
738	[***]	21-L-011918	RB/HME	Breast Cancer	[***]
739	[***]	21-L-011919	RB/HME	Birth Defect	[***]
740	[***]	21-L-011920	RB/HME	NHL	[***]
741	[***]	21-L-011921	RB/HME	Kidney Cancer	[***]
742	[***]	21-L-011922	RB/HME	Kidney Cancer	[***]
743	[***]	21-L-011923	RB/HME	Breast Cancer	[***]
744	[***]	21-L-011924	RB/HME	Miscarriages	[***]
745	[***]	21-L-011925	RB/HME	Testicular Cancer	[***]
746	[***]	21-L-011926	RB/HME	NHL	[***]
747	[***]	21-L-011927	RB/HME	Miscarriages	[***]
748	[***]	21-L-011928	RB/HME	MS; MC	[***]

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749	[***]	21-L-011944	RB/HME	Breast Cancer	[***]
750	[***]	21-L-011959	RB/HME	Pancreatic Cancer	[***]
751	[***]	21-L-011983	Corboy & Demetrio	Breast Cancer	[***]
752	[***]	21-L-011994	Corboy & Demetrio	Breast Cancer	[***]
753	[***]	21-L-012003	Corboy & Demetrio	Breast cancer - DCIS ductal carcinoma	[***]
754	[***]	21-L-012006	Corboy & Demetrio	Papillary thyroid cancer	[***]
755	[***]	21-L-012006	Corboy & Demetrio	Papillary thyroid cancer	[***]
756	[***]	21-L-012007	Corboy & Demetrio	Birth injury bi-lateral cleft lip and palate	[***]
757	[***]	21-L-012008	Corboy & Demetrio	Polycythemia Vera	[***]
758	[***]	21-L-012678	Salvi, Schostok & Pritchard	Myeloma	[***]
759	[***]	21-L-012714	Salvi, Schostok & Pritchard	Breast Cancer	[***]
760	[***]	21-L-012716	Salvi, Schostok & Pritchard	NHL	[***]
761	[***]	21-L-012932	RB/HME	AML	[***]
762	[***]	21-L-012934	RB/HME	Breast Cancer	[***]
763	[***]	22-L-000298	Salvi, Schostok & Pritchard	ALL	[***]
764	[***]	22-L-001179	RB/HME	AML	[***]
765	[***]	22-L-001180	RB/HME	Breast Cancer	[***]
766	[***]	22-L-001181	RB/HME	NHL	[***]
767	[***]	22-L-001446	RB/HME	Breast Cancer	[***]
768	[***]	22-L-001988	CLF/MBG	Myeloma	[***]
769	[***]	22-L-001996	RB/HME	Multiple Myeloma	[***]
770	[***]	22-L-002835	RB/HME	Breast Cancer	[***]
771	[***]	22-L-002842	RB/HME	Breast Cancer	[***]
772	[***]	22-L-002846	RB/HME	Breast Cancer	[***]
773	[***]	22-L-002847	RB/HME	Breast Cancer	[***]
774	[***]	22-L-002852	RB/HME	Breast Cancer	[***]
775	[***]	22-L-002853	RB/HME	AML	[***]
776	[***]	22-L-002854	RB/HME	Pancreatic Cancer	[***]
777	[***]	22-L-002855	RB/HME	Breast Cancer	[***]
778	[***]	22-L-003036	SSP	Glioblastoma	[***]
779	[***]	22-L-003042	SSP	Breast Cancer	[***]
780	[***]	22-L-003044	SSP	Breast Cancer	[***]
781	[***]	22-L-003046	SSP	MGUS	[***]
782	[***]	22-L-003177	PR	Breast Cancer	[***]
783	[***]	22-L-003186	PR	NHL	[***]
784	[***]	22-L-003187	PR	Breast/NHL	[***]
785	[***]	22-L-004720	RB/HME	PCV/CLL	[***]
786	[***]	22-L-004755	RB/HME	Breast Cancer	[***]
787	[***]	22-L-006970	RB/HME	Kidney Cancer	[***]
788	[***]	22-L-006973	RB/HME	Breast Cancer	[***]
789	[***]	22-L-006974	RB/HME	Breast Cancer	[***]
790	[***]	22-L-006980	RB/HME	Breast Cancer	[***]
791	[***]	22-L-006982	RB/HME	Breast Cancer	[***]
792	[***]	22-L-006985	RB/HME	Multiple Myeloma	[***]
793	[***]	22-L-006989	RB/HME	Breast Cancer	[***]
794	[***]	22-L-006991	RB/HME	Breast Cancer	[***]
795	[***]	22-L-006992	RB/HME	Breast Cancer	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
796	[***]	22-L-006993	RB/HME	Breast Cancer	[***]
797	[***]	22-L-006995	RB/HME	AML	[***]
798	[***]	22-L-007002	RB/HME	Breast Cancer	[***]
799	[***]	22-L-008438	RB/HME	CLL	[***]
800	[***]	22-L-008445	RB/HME	NHL	[***]
801	[***]	22-L-008794	TKK	Breast Cancer	[***]
802	[***]	22-L-009082	CLF/MBG	Breast Cancer	[***]
803	[***]	22-L-009098	RB/HME	NHL	[***]
804	[***]	22-L-009103	RB/HME	Breast Cancer	[***]
805	[***]	22-L-009110	RB/HME	Breast Cancer	[***]
806	[***]	22-L-009112	RB/HME	Breast Cancer	[***]
807	[***]	22-L-009113	RB/HME	Breast Cancer	[***]
808	[***]	22-L-009115	RB/HME	Breast Cancer	[***]
809	[***]	22-L-009116	RB/HME	Breast Cancer	[***]
810	[***]	22-L-009117	RB/HME	Breast Cancer	[***]
811	[***]	22-L-009118	RB/HME	Breast Cancer	[***]
812	[***]	22-L-009119	RB/HME	Breast Cancer	[***]
813	[***]	22-L-009121	RB/HME	Lymphoma	[***]
814	[***]	22-L-009122	RB/HME	NHL	[***]
815	[***]	22-L-009183	CLF/MBG	NHL	[***]
816	[***]	22-L-009193	CLF/MBG	Thyroid Cancer	[***]
817	[***]	22-L-009345	RB/HME	Breast Cancer	[***]
818	[***]	22-L-009346	RB/HME	Breast Cancer	[***]
819	[***]	22-L-009347	RB/HME	Breast Cancer	[***]
820	[***]	22-L-009348	RB/HME	Leukemia	[***]
821	[***]	22-L-009356	RB/HME	Breast Cancer	[***]
822	[***]	22-L-009409	Corboy & Demetrio	Pancreatic Cancer	[***]
823	[***]	22-L-009500	TKK	Neuroendocrine Cancer	[***]
824	[***]	22-L-009500	TKK	Pancreatic Cancer	[***]
825	[***]	22-L-009549	RB/HME	Breast Cancer	[***]
826	[***]	22-L-009552	RB/HME	Breast Cancer	[***]
827	[***]	22-L-009553	RB/HME	Breast Cancer	[***]
828	[***]	22-L-009554	RB/HME	AML	[***]
829	[***]	22-L-009683	CLF/MBG	Colon Cancer	[***]
830	[***]	22-L-011116	CLF/MBG	Follicular Lymphoma; thyroid cancer; breast cancer; DLBCL	[***]
831	[***]	22-L-011144	RB/HME	Breast Cancer	[***]
832	[***]	22-L-011164	RB/HME	Hairy Cell Leukemia	[***]
833	[***]	22-L-011165	RB/HME	Breast Cancer	[***]
834	[***]	22-L-011211	RB/HME	Myeloma	[***]
835	[***]	22-L-011253	TKK	Breast Cancer	[***]
836	[***]	22-L-011408	KJS	Esophageal Cancer	[***]
837	[***]	22-L-011409	KJS	Breast Cancer	[***]
838	[***]	22-L-011410	KJS	Colon Cancer	[***]
839	[***]	22-L-011428	KJS	Breast Cancer	[***]
840	[***]	22-L-011479	SSP	PCV	[***]
841	[***]	22-L-011480	SSP	Breast Cancer	[***]
842	[***]	22-L-011481	SSP	Neuroendocrine Tumor/GIST	[***]

1	CLAIMANT NAME(S)	CASE NUMBER	FIRM	DIAGNOSIS/DIAGNOSES**	Filed After 1/19
843	[***]	22-L-011483	SSP	HL	[***]
844	[***]	22-L-011485	SSP	Breast Cancer	[***]
845	[***]	22-L-011485	SSP	NHL	[***]
846	[***]	23-L-000031	CLF/MBG	Endometrial Cancer	[***]
847	[***]	23-L-000114	RB/HME	Breast Cancer	[***]
848	[***]	23-L-000548	RB/HME	Breast Cancer	Yes
849	[***]	23-L-000274	Hofeld	Hofeld Pancreatic Cancer	Yes
850	[***]	23-L-000284	Hofeld	Hofeld Prostate Cancer	Yes
851	[***]	23-L-002612	PR	Breast Cancer	Yes (B)

APPENDIX B

List of Clients with Unfiled Claims

1	**CLAIMANT NAME(S)**	**NEW CASE NUMBER**	**FIRM**	**DIAGNOSIS/DIAGNOSES****
2	[***]	UNFILED	Smith Lacien	HL
3	[***]	UNFILED	Smith Lacien	Breast Cancer
4	[***]	UNFILED	Smith Lacien	Breast Cancer
5	[***]	UNFILED	Smith Lacien	Multiple Myeloma
6	[***]	UNFILED	Cavanagh Law Group	Lymphoma
7	[***]	UNFILED	RB/HME	Breast Cancer
8	[***]	UNFILED	SSP	Glioblastoma
9	[***]	UNFILED	SSP	NHL
10	[***]	UNFILED	SSP	Breast Cancer
11	[***]	UNFILED	SSP	Lung Cancer
12	[***]	UNFILED	MN	Myeloproliferative Neoplasm
13	[***]	UNFILED	MN	Stomach Cancer
14	[***]	UNFILED	PR	Breast Cancer
15	[***]	UNFILED	PR	CLL
16	[***]	UNFILED	PR	Breast Cancer
17	[***]	UNFILED	PR	Breast Cancer
18	[***]	UNFILED	PR	Breast Cancer
19	[***]	UNFILED	PR	Breast Cancer
20	[***]	UNFILED	WSOR	Breast Cancer
21	[***]	UNFILED	WSOR	Breast Cancer
22	[***]	UNFILED	KJS	Uterine Cancer
23	[***]	UNFILED	PR	Colon Cancer
24	[***]	UNFILED	PR	NHL
25	[***]	UNFILED	SSP	Malt Lymphoma
26	[***]	UNFILED	MN	Brain Cancer
27	[***]	UNFILED	PR	Breast Cancer
28	[***]	UNFILED	SSP	Pancreatic Cancer

APPENDIX C

List of Trial Plaintiffs

CLAIMANT NAME(S)	**CASE NUMBER**	**FIRM**	**DIAGNOSIS/DIAGNOSES**
Susan Kamuda	18-L-010475	Salvi, Schostok & Pritchard	Breast Cancer
Brian Kamuda	18-L-010475	Salvi, Schostok & Pritchard	Follicular Lymphoma; Diffuse Large B-Cell Lymphoma
Teresa Fornek	18-L-010744	Smith Lacien	ALL
Doug Fornek	N/A	Smith Lacien	
Heather Schumacher and Michael Schumacher	18-L-011939	RB/HME	Hodgkin's Lymphoma

APPENDIX D

List of Non-PEC Firms

	LAW FIRM NAME
1	BARNEY & KARAMANIS
2	CAVANAGH LAW GROUP
3	CLIFFORD LAW OFFICES
4	CORBOY & DEMETRIO
5	DOLAN LAW
6	EDELSON P.C.
7	GOLDBERG WEISMAN & CAIRO
8	KRALOVEC JAMBOIS & SCHWARTZ
9	MCNABOLA LAW GROUP
10	MOTHERWAY & NAPLETON
11	NOLAN LAW GROUP
12	POWER ROGERS
13	TAXMAN POLLACK MURRAY & BEKKERMAN
14	WINTERS SALZETTA O'BRIEN & RICHARDSON
15	WISE MORRISSEY
16	HOLFED & SCHAFFNER

APPENDIX E

List of Other Facility Claims

	Case Name	Member Case Name	Plaintiff	Firm
1	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
2	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
3	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
4	In re Sterigenics EtO Georgia	Harrell v. Sterigenics	[***]	Edelson, P.C.
5	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
6	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
7	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
8	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
9	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
10	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
11	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
12	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
13	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
14	In re Sterigenics EtO Georgia	Adams, et al. v. Sterigenics, U.S., LLC, et al.	[***]	Edelson, P.C.
15	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
16	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
17	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
18	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
19	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
20	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
21	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
22	In re Sterigenics EtO Georgia	Goodrich v. Sterigenics [Stayed]	[***]	Edelson, P.C.
23	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
24	In re Sterigenics EtO Georgia	Horn v. Sterigenics	[***]	Edelson, P.C.
25	In re Sterigenics EtO Georgia	Horn v. Sterigenics	[***]	Edelson, P.C.
26	In re Sterigenics EtO Georgia	Horn v. Sterigenics	[***]	Edelson, P.C.
27	In re Sterigenics EtO Georgia	Horn v. Sterigenics	[***]	Edelson, P.C.
28	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
29	In re Sterigenics EtO Georgia	DiCorpo v. Sterigenics	[***]	Edelson, P.C.
30	In re Sterigenics EtO Georgia	Horn v. Sterigenics	[***]	Edelson, P.C.
31	In re Sterigenics EtO Georgia		[***]	Edelson, P.C.
	Total	31		

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael B. Petras, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sotera Health Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2023

/s/ Michael B. Petras, Jr.

Michael B. Petras, Jr.

Chairman and Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael F. Biehl, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sotera Health Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2023

/s/ Michael F. Biehl

Michael F. Biehl

Interim Chief Financial Officer

(Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER

PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of Sotera Health Company (the "Company"), do hereby certify, to each such officer's knowledge, that the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 3, 2023

/s/ Michael B. Petras, Jr.

Michael B. Petras, Jr.
Title: Chairman and Chief Executive Officer
(Principal Executive Officer)

Dated: May 3, 2023

/s/ Michael F. Biehl

Michael F. Biehl
Title: Interim Chief Financial Officer
(Principal Financial Officer)

The foregoing certifications are furnished and are not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), and are not deemed to be incorporated by reference into any filing of Sotera Health Company under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Sotera Health Company specifically incorporates them by reference.