As filed with the Securities and Exchange Commission on November 2, 2020

Registration No. 333-249648

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

Amendment No. 1 to
Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Sotera Health Company

(Exact name of Registrant as specified in its charter)

Delaware	**7389**	**47-3531161**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

9100 South Hills Blvd, Suite 300
Broadview Heights, Ohio 44147
(440) 262-1410
(Address including zip code, telephone number, including area code, of Registrant's Principal Executive Offices)

Matthew J. Klaben, Esq.
Senior Vice President, General Counsel and Secretary
Sotera Health Company
9100 South Hills Blvd, Suite 300
Broadview Heights, Ohio 44147
(440) 262-1409
(Name, address including zip code, telephone number, including area code, of agent for service)

Copies To:

David Lopez, Esq.
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
(212) 225-2000

Arthur D. Robinson, Esq.
John C. Ericson, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
(212) 455-2000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date hereof.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

The sole purpose of this Amendment No. 1 to the Registration Statement on Form S-1 of Sotera Health Company is to file exhibits 3.1, 3.2, 4.2, 10.8, 10.9 and 21.1. Accordingly, this Amendment No. 1 consists only of the facing page, this explanatory note, Part II, including the signature page and the exhibit index, and the exhibits filed herewith.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

Estimated expenses payable in connection with the sale of the common stock in this offering are as follows:

SEC registration fee	$	*
FINRA filing fee		*
Stock exchange listing fee		*
Printing and engraving expenses		*
Legal fees and expenses		*
Accounting fees and expenses		*
Transfer agent and registrar fees and expenses		*
Blue Sky fees and expenses		*
Miscellaneous		*
Total	$	

* To be completed by amendment.

We will bear all of the expenses shown above.

Item 14. Indemnification of Directors and Officers.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings whether civil, criminal, administrative or investigative, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our amended and restated certificate of incorporation will provide for indemnification of directors and officers to the fullest extent permitted by law, including payment of expenses in advance of resolution of any such matter. Our amended and restated certificate of incorporation will eliminate the potential personal monetary liability of our directors to us or our stockholders for breaches of their duties as directors except as otherwise required under the DGCL. Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the DGCL.

We have entered into or will enter into separate indemnification agreements with our directors and officers that may be broader than the specific indemnification provisions contained in the DGCL. Each indemnification agreement provides, among other things, for indemnification to the fullest extent permitted by law and our amended and restated certificate of incorporation and amended and restated bylaws against any and all expenses, judgments, fines and amounts paid in settlement of any claim. The indemnification agreements provide for the advancement or payment of all expenses to the indemnitee and for reimbursement to us if it is found that such indemnitee is not entitled to such indemnification under applicable law and our amended and restated certificate of incorporation and amended and restated bylaws. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and officers.

The limitation of liability and indemnification provisions expected to be included in our amended and restated certificate of incorporation and the indemnification agreements that we have entered into or will enter into with our directors and officers may discourage stockholders from bringing a lawsuit against our directors and officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions.

We maintain standard policies of insurance under which, subject to the limitations of the policies, coverage is provided (i) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful acts as a director or officer, including claims relating to public securities matters, and (ii) to us with respect to payments which we may make to such officers and directors pursuant to our indemnification obligations or otherwise as a matter of law.

Certain of our non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of our board of directors. Although directors designated for election to our board of directors by investment funds and entities affiliated with either Warburg Pincus or GTCR may have certain rights to indemnification, advancement of expenses or insurance provided or obtained by investment funds and entities affiliated with either Warburg Pincus or GTCR, respectively, we have agreed in our Stockholders' Agreement that we will be the indemnitor of first resort, will advance the full amount of expenses incurred by each such director and, to the extent that investment funds and entities affiliated with either Warburg Pincus or GTCR or their insurers make any payment to, or advance any expenses to, any such director, we will reimburse those investment funds and entities and their insurers for such amounts.

The underwriting agreement, filed as Exhibit 1.1 to this registration statement, will provide for indemnification, under certain circumstances, by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act or otherwise.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

PIK Toggle Notes

On November 24, 2017, Sotera Health Company (formerly known as Sotera Health Topco, Inc.) issued an aggregate principal amount of $75.0 million of 8.125%/8.875% Senior PIK Toggle Notes due 2021 (the "PIK Toggle Notes"), which was used to pay a cash distribution to Topco Parent, which, in turn, used such proceeds for distributions, equity repurchases and other payments to its equity holders. The initial purchasers for the PIK Toggle Notes were Jefferies LLC and Goldman Sachs & Co. LLC.

The PIK Toggle Notes were offered and sold to qualified institutional buyers pursuant to Rule 144A under the Securities Act or to non-U.S. investors outside the United States in compliance with Regulation S of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits: The list of exhibits is set forth in beginning on page II-4 of this Registration Statement and is incorporated herein by reference.

(b) Financial Statement Schedules: No financial statement schedules are provided because the information called for is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

* (h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

* (i) The undersigned registrant hereby undertakes that:

- For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by us pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

* Paragraph references correspond to those of Regulation S-K, Item 512.

EXHIBIT INDEX

Exhibit No	Description of Exhibits
1.1*	Form of Underwriting Agreement
3.1	Form of Certificate of Incorporation of the Registrant
3.2	Form of Bylaws of the Registrant
4.1	[Reserved]
4.2	Form of Amended and Restated Registration Rights Agreement
4.3**	Indenture, dated as of December 13, 2019, among Sotera Health Holdings, LLC, the Registrant, the intermediate parents and subsidiary note parties thereto and Wilmington Trust, National Association, as second lien notes collateral agent, calculation agent and trustee
4.4**	Indenture, dated as of July 31, 2020, among Sotera Health Holdings, LLC, the Registrant, the intermediate parents and subsidiary note parties thereto and Wilmington Trust, National Association, as first lien notes collateral agent, calculation agent and trustee
4.5**	Form of Senior Secured Second Lien Floating Rate Note due 2027 (included in Exhibit 4.3)
4.6**	Form of Senior Secured First Lien Floating Rate Note due 2026 (included in Exhibit 4.4)
4.7**	First Supplemental Indenture, dated as of July 31, 2020, among Sotera Health Holdings, LLC, the additional guarantors party thereto and Wilmington Trust, National Association, as trustee and second lien notes collateral agent
4.8**	Second Supplemental Indenture, dated as of October 9, 2020, among Sotera Health Holdings, LLC and Wilmington Trust, National Association, as trustee and second lien notes collateral agent
5.1*	Opinion of Cleary Gottlieb Steen & Hamilton LLP
10.1*+	Michael B. Petras, Jr. Employment Agreement
10.2*+	Scott J. Leffler Employment Agreement
10.3*+	Matthew J. Klaben Employment Agreement
10.4*+	Sotera Health Supplemental Retirement Benefit Plan, effective as of January 1, 2018
10.5*+	Sotera Health Company 2020 Omnibus Incentive Plan
10.6*+	Form of Award Agreement Under 2020 Plan
10.7*+	Form of Restricted Stock Agreement and Acknowledgement
10.8	Form of Indemnification Agreement entered into between the Registrant and each director and executive officer
10.9	Form of Stockholders' Agreement
10.10**	Credit Agreement, dated as of December 13, 2019, among the Registrant, Sotera Health Holdings, LLC, the lenders and issuing banks party thereto and Jefferies Finance LLC, as first lien administrative agent and first lien collateral agent
10.11**	Guarantee Agreement, dated as of December 13, 2019, among the Registrant, Sotera Health Holdings, LLC, the other guarantors party thereto and Jefferies Finance LLC, as first lien collateral agent
10.12**	Collateral Agreement, dated as of December 13, 2019, among the Registrant, Sotera Health Holdings, LLC, the other guarantors party thereto and Jefferies Finance LLC, as first lien collateral agent

Exhibit No	Description of Exhibits
10.13**	Patent Security Agreement, dated as of December 13, 2019, between Sterigenics U.S., LLC and Jefferies Finance LLC, as collateral agent
10.14**	Trademark Security Agreement, dated as of December 13, 2019, between Sterigenics U.S., LLC and Jefferies Finance LLC, as collateral agent
10.15**	Trademark Security Agreement, dated as of December 13, 2019, between Nelson Laboratories, LLC and Jefferies Finance LLC, as collateral agent
10.16**	Trademark Security Agreement, dated as of December 13, 2019, between Sotera Health LLC and Jefferies Finance LLC, as collateral agent
10.17**	Copyright Security Agreement, dated as of December 13, 2019, among Jefferies Finance LLC and Nelson Laboratories, LLC, as collateral agent
10.18**	Second Lien Collateral Agreement, dated as of December 13, 2019, among the Registrant, Sotera Health Holdings, LLC, the other grantors party thereto and Wilmington Trust, National Association, as second lien notes collateral agent
10.19**	Patent Security Agreement, dated as of December 13, 2019, between Sterigenics U.S., LLC and Wilmington Trust, National Association, as second lien notes collateral agent
10.20**	Trademark Security Agreement, dated as of December 13, 2019, between Sterigenics U.S., LLC and Wilmington Trust, National Association, as second lien notes collateral agent
10.21**	Trademark Security Agreement, dated as of December 13, 2019, between Nelson Laboratories, LLC and Wilmington Trust, National Association, as second lien notes collateral agent
10.22**	Trademark Security Agreement, dated as of December 13, 2019, between Sotera Health LLC and Wilmington Trust, National Association, as second lien notes collateral agent
10.23**	Copyright Security Agreement, dated as of December 13, 2019, between Nelson Laboratories, LLC and Wilmington Trust, National Association, as second lien notes collateral agent
10.24**	First/Second Lien Intercreditor Agreement, dated as of December 13, 2019, among the Registrant, Sotera Health Holdings, LLC, the other grantors party thereto, Jefferies Finance LLC, as first lien collateral agent and Wilmington Trust, National Association, as initial second priority representative
10.25**	First Lien Pari Passu Intercreditor Agreement, dated as of July 31, 2020, among Sotera Health Holdings, LLC, the Registrant, Jefferies Finance LLC as Collateral Agent and Authorized Representative, and Wilmington Trust, National Association as Additional First Lien Collateral Agent and Initial Authorized Representative
10.26**	First Lien Collateral Agreement, dated as of July 31, 2020, among the Registrant, Sotera Health Holdings, LLC, the other grantors party thereto and Wilmington Trust, National Association, as first lien notes collateral agent
10.27**	Patent Security Agreement, dated as of July 31, 2020, between Sterigenics U.S., LLC and Wilmington Trust, National Association, as first lien notes collateral agent
10.28**	Trademark Security Agreement, dated as of July 31, 2020, between Sotera Health Holdings LLC and Wilmington Trust, National Association, as first lien notes collateral agent
10.29**	Copyright Security Agreement, dated as of July 31, 2020, between Nelson Laboratories, LLC and Wilmington Trust, National Association, as first lien notes collateral agent
10.30**†	Restated Supply Agreement, dated as of October 6, 2020, between a counterparty and Sterigenics U.S., LLC, Sterigenics S. De R.L. De C.V., Sterigenics Costa Rica S.R.L. and Sterigenics EO Canada, Inc.
21.1	List of Subsidiaries

Exhibit No	Description of Exhibits
23.1*	Consent of Cleary Gottlieb Steen & Hamilton LLP (included in Exhibit 5.1)
23.2**	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
24.1**	Powers of Attorney (included on signature page)

+ Denotes management contract or compensatory plan or arrangement.
* To be filed by amendment.
** Previously filed.
† Certain confidential portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The omitted information is (i) not material and (ii) would likely cause us competitive harm if publicly disclosed. We agree to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission on its request.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Broadview Heights, State of Ohio on November 2, 2020.

SOTERA HEALTH COMPANY

By: /s/ Michael B. Petras, Jr.
Name: Michael B. Petras, Jr.
Title: Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ Michael B. Petras, Jr. Michael B. Petras, Jr.	Chairman and Chief Executive Officer (Principal Executive Officer)	November 2, 2020
/s/ Scott J. Leffler Scott J. Leffler	Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	November 2, 2020
* Sean L. Cunningham	Director	November 2, 2020
* David A. Donnini	Director	November 2, 2020
* Stephanie Geveda	Director	November 2, 2020
* Ann R. Klee	Director	November 2, 2020
* Constantine S. Mihas	Director	November 2, 2020
* James C. Neary	Director	November 2, 2020

*By: /s/ Michael B. Petras, Jr.
Attorney-in-Fact

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF

SOTERA HEALTH COMPANY

Sotera Health Company was organized by filing its original Certificate of Formation with the Secretary of State of the State of Delaware on March 18, 2015 as Sterigenics-Nordion Topco, LLC. On November 7, 2017, Sterigenics-Nordion Topco, LLC converted to a corporation and changed its name to Sotera Health Topco, Inc. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law (the "DGCL") and by the written consent of its stockholders in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation amends and restates the Certificate of Incorporation of the corporation in its entirety as follows:

Article I - Name

The name of the corporation (hereinafter referred to as the "Corporation") is Sotera Health Company.

Article II - Agent

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at that address is Corporation Service Company.

Article III - Purpose

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

Article IV – Capital Stock

Section 1. Authorized Stock. The total number of shares of stock that the Corporation shall have authority to issue is [●] shares of capital stock, consisting of:

(a) [●]shares of common stock with a par value of $0.01 per share (the "Common Stock"); and

(b) [●]shares of preferred stock with a par value of $0.01 per share (the "Preferred Stock").

Subject to the rights of the holders of any outstanding class or series of Preferred Stock, the number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the holders of a majority in voting power of the outstanding capital stock of the Corporation entitled to vote thereon, voting as a single class, and no separate vote of the holders of any class shall be required therefor irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 2. Preferred Stock.

(a) The Board of Directors of the Corporation (the "Board") is hereby expressly authorized to provide, without approval of the stockholders of the Corporation, for the issuance of shares of Preferred Stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the designations, powers (including voting powers, full or limited, or no voting powers), preferences and relative, optional or other special rights, if any, and the qualifications, limitations and restrictions thereof, if any, of the shares of each such series, and to file with the Secretary of State of the State of Delaware a certificate pursuant to the DGCL describing such number, designations, powers, preferences, rights and other terms, as applicable (a "Preferred Stock Designation").

(b) Except as otherwise provided in a Preferred Stock Designation or required by law, shares of Preferred Stock shall not entitle the holders thereof to vote at or receive notice of any meeting of stockholders.

Section 3. Common Stock.

(a) Voting. Except as otherwise provided in a Preferred Stock Designation or required by law, the holders of outstanding shares of Common Stock (including, but not limited to, shares of Common Stock that remain subject to vesting requirements) shall have the exclusive right to vote for the election of directors and on all other matters submitted to a vote of the stockholders of the Corporation. Each holder of outstanding shares of Common Stock shall be entitled to one vote in respect of each share of Common Stock held as of the applicable date on any matter that is submitted to a vote of stockholders of the Corporation. Except as otherwise required by law, shares of Common Stock shall not entitle the holders thereof to vote on any amendment to this Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, including by a Preferred Stock Designation, this "Certificate of Incorporation") that alters or changes the powers, preferences, rights or other terms of solely one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, separately or together with the holders of one or more other such series, to vote on such amendment pursuant to this Certificate of Incorporation (including a Preferred Stock Designation) or pursuant to the DGCL.

(b) Dividends. Subject to applicable law and any preferential dividend rights of the holders of any outstanding series of Preferred Stock provided in the relevant Preferred Stock Designation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board may determine in its sole discretion.

(c) Liquidation. Upon any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary (a "Liquidation Event"),

after the payment or provision for payment of all debts and liabilities of the Corporation, and subject to the right, if any, of the holders of any outstanding series of Preferred Stock or any other outstanding class or series of stock of the Corporation having a preference over or the right to participate with the Common Stock as to distributions upon dissolution or liquidation or winding up of the Corporation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution. For the avoidance of doubt, the term "Liquidation Event" shall not be deemed to be occasioned by or to include, without limitation, any voluntary consolidation, reorganization, conversion or merger of the Corporation with or into any other corporation or entity or other corporations or entities or a sale, lease, transfer, exchange or conveyance of all or a part of the Corporation's assets.

(d) No Pre-Emptive Rights. Shares of Common Stock shall not entitle any holder thereof to any pre-emptive, subscription, redemption or conversion rights.

Article V - Existence

The Corporation is to have perpetual existence.

Article VI – Board of Directors

Section 1. Number; Classification.

(a) Number. The business and affairs of the Corporation shall be managed by or under the direction of a Board, consisting of not fewer than three individuals. Subject to the rights granted to Warburg Pincus Private Equity XI, L.P., Warburg Pincus XI Partners, L.P., WP XI Partners, L.P., Warburg Pincus Private Equity XI-B, L.P. and Warburg Pincus Private Equity XI-C, L.P. and their respective Affiliates (as such term is defined in the Stockholders' Agreement) (collectively, "Warburg Pincus") and GTCR Fund XI/A VCOC, GTCR Fund XI/C VCOC and GTCR Co-Invest XI LP and their respective Affiliates (as such term is defined in the Stockholders' Agreement) (collectively, "GTCR" and together with Warburg Pincus, the "Sponsors") pursuant to the stockholders' agreement, dated as of [date], by and among the Corporation, Warburg Pincus, GTCR and the other stockholders party thereto (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Stockholders' Agreement"), the exact number of directors shall be determined from time to time by resolution adopted by the affirmative vote of a majority of the number of directors then in office (but not less than one-third of the total number of directors constituting the Board), provided that, without the consent of Warburg Pincus or GTCR, the number of directors shall not exceed eleven individuals (exclusive of directors referred to in clause (d) of this Section 1); provided, further, that the consent of Warburg Pincus or GTCR shall be required only at such time as Warburg Pincus or GTCR, as the case may be, has the right to designate at least one director of the Corporation under the Stockholders' Agreement.

(b) Classes. From and after the date of the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time"),

subject to the special rights of the holders of one or more series of Preferred Stock to elect directors, the directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors so divided into classes. The Board is authorized to assign members of the Board already in office to Class I, Class II or Class III at the time such classification becomes effective. Class I directors shall serve for an initial term ending at the first annual meeting of stockholders following the Effective Time, Class II directors shall serve for an initial term ending at the second annual meeting of stockholders following the Effective Time and Class III directors shall serve for an initial term ending at the third annual meeting of stockholders following the Effective Time. Commencing with the first annual meeting of stockholders following the Effective Time, successors to the directors of the class whose term has expired at that annual meeting shall be elected for a three-year term and shall serve until the election and qualification of their respective successors in office or until their earlier death, resignation, disqualification or removal.

(c) Written Ballot Not Required. Unless and except to the extent that the bylaws of the Corporation (as in effect from time to time, the "Bylaws") so require, the election of directors of the Corporation need not be by written ballot.

(d) Preferred Stock Directors. Notwithstanding the foregoing and notwithstanding Section 2 of this Article VI (but subject to the rights of the Sponsors under the Stockholders' Agreement), whenever a Preferred Stock Designation expressly provides holders of any one or more series of Preferred Stock issued by the Corporation the right, voting separately by series or as a class, to elect directors (the "Preferred Stock Directors"), the total number of Preferred Stock Directors and the election, term of office, filling of vacancies and other features of such Preferred Stock directorships shall be governed by the applicable Preferred Stock Designation and the provisions of the DGCL applicable to Preferred Stock Directors and directorships. Upon commencement and for the duration of the period during which such right continues, (i) the total number of directors of the Corporation authorized pursuant to Section 1(a) of this Article VI shall automatically increase by the number of Preferred Stock Directors specified in the applicable Preferred Stock Designation, and (ii) each such additional Preferred Stock Director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to the Preferred Stock Designation establishing such series of Preferred Stock, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by this Certificate of Incorporation (including any Preferred Stock Designation), whenever the holders of any series of Preferred Stock having the special right to elect additional Preferred Stock Directors are divested of such right pursuant to this Certificate of Incorporation (including any Preferred Stock Designation), the terms of office of each such additional Preferred Stock Directors elected by the holders of such series, or appointed to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional Preferred Stock Director, shall forthwith terminate and the total authorized number of directors of the Corporation shall be reduced accordingly

Section 2. Vacancies and Newly Created Directorships. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock as provided in the relevant Preferred Stock Designation(s), and subject to any rights in the Stockholders' Agreement granting a Designated Sponsor Fund (as defined in the Stockholders' Agreement) the right to fill vacancies or newly created directorships, any newly created directorship that results from an increase in the total number of directors constituting the Board, or any vacancy that results from the death, resignation, disqualification or removal of any director or from any other cause shall be filled by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy shall hold office for the remaining term of the class to which such director has been appointed and until his or her successor is duly elected and qualified, subject to his or her earlier death, resignation, disqualification or removal. If the number of directors is changed, any increase or decrease shall be apportioned among the classes as determined by the Board so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a newly created directorship shall hold office for the remaining term of that class and until his or her successor is duly elected and qualified, subject to his or her earlier death, resignation, disqualification or removal. In no case shall a decrease in the total number of directors constituting the Board shorten the term of any incumbent director.

Section 3. Removal. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock as provided in the relevant Preferred Stock Designation(s), any director or the entire Board may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least 75% of the voting power of the outstanding Common Stock, provided, however, that prior to the Trigger Date (as defined below), if a Designated Sponsor Fund shall have provided the Corporation its written consent to the removal without cause of any director designated by it in accordance with the Stockholders' Agreement, any such director may be removed, with or without cause, by the affirmative vote of the holders of a majority in voting power of the outstanding capital stock of the Corporation entitled to vote generally in the election of directors.

Section 4. Quorum. A majority of the directors at any time in office (but not less than one-third of the total number of directors constituting the Board) shall constitute a quorum of the Board for the transaction of business at any meeting of the Board; provided, however, that (i) for so long as Warburg Pincus shall have a contractual right to designate at least one director of the Corporation and has not irrevocably waived such contractual right, a quorum of the Board shall require at least one director designated by Warburg Pincus (unless Warburg Pincus waives such quorum requirement) and (ii) for so long as GTCR shall have a contractual right to designate at least one director of the Corporation and has not irrevocably waived such contractual right, a quorum of the Board shall require at least one director designated by GTCR (unless GTCR waives such quorum requirement); provided further, however, that if a meeting of the Board duly called in accordance with this Certificate of Incorporation and the Bylaws of the Corporation fails to achieve a quorum solely due to the absence of any director designated by Warburg Pincus or any director designated by GTCR, as the case may be, then a new notice of meeting of the Board may be given in accordance with this Certificate of Incorporation and the Bylaws of the Corporation and a quorum at such meeting shall not require the presence of (A) in the event that the preceding meeting of the Board failed to achieve a quorum due to the absence of any director

designated by Warburg, any director designated by Warburg or (B) in the event that the preceding meeting of the Board failed to achieve a quorum due to the absence of any director designated by GTCR, any director designated by GTCR. If at any meeting of the Board there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board unless a greater number is required by applicable law, the Bylaws or by this Certificate of Incorporation.

Article VII – Liability of Directors and Officers and Certain Other Persons

Section 1. Elimination of Certain Liability of Directors. To the fullest extent permitted by the DGCL, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended after the Effective Date to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

Section 2. Indemnification of Directors, Officers and Certain Other Persons

(a) Power to Indemnify in Action, Suits or Proceedings. Subject to the limitations set forth in Section 2(d), the Corporation shall, to the fullest extent permitted by the DGCL (as it presently exists or may hereafter be amended but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior to such amendment), indemnify and hold harmless any person made or threatened to be made a party to, or is otherwise involved in, any action, suit or proceeding, whether criminal, civil, administrative, or investigative (each, a "proceeding"), by reason of the fact that such person, or the legal representative of such person, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or manager of any other corporation, partnership, limited liability company, joint venture, trust or other enterprise or nonprofit entity, including service with respect to an employee benefit plan (each such person, an "Eligible Person"), whether the basis of such proceeding is alleged action in an official capacity as an Eligible Person or in any other capacity while serving in such official capacity, against all expense, liability and loss (including attorneys' and other professionals' fees, judgments, fines, taxes under the Employee Retirement Income Security Act of 1974, as amended, or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith.

(b) Expenses Payable In Advance. To the fullest extent permitted by the DGCL, each Eligible Person shall, subject in all events to satisfaction of the terms and

conditions set forth in or imposed pursuant to this Section 2(b) and to the limitations contained in Section 2(d), have the right to be paid by the Corporation the expenses (including attorneys' and other professionals' fees and disbursements and court costs) actually and reasonably incurred in defending any proceeding described in Section 2(a) in advance of its final disposition (an "advancement of expenses") upon the receipt of an undertaking (an "undertaking") by or on behalf of such Eligible Person to repay all amounts so advanced if it is ultimately determined by final judicial decision from which there is no further right to appeal (a "final adjudication") that such person is not entitled to be indemnified by the Corporation for such expenses pursuant to this Section 2 (it being understood that no collateral securing or other assurance of performance of such undertaking shall be required of such Eligible Person by the Corporation).

(c) Indemnification and Advancement of Expenses to Certain Other Persons. The Corporation may from time to time grant rights to indemnification and advancement of expenses to such other persons and with such scope and effect as the Board may determine, subject to applicable law.

(d) Limitations. No Eligible Person shall be entitled to any advancement of expenses for, or to indemnification from or to be held harmless by the Corporation against expenses, liabilities or losses, incurred by him or her in asserting any claim or commencing or prosecuting any proceeding (except as provided in Section 2(e)), but such advancement of expenses and indemnification and hold harmless rights may be provided by the Corporation in any specific instance as permitted by Section 2(f) or 2(g), or in any specific instance in which the Board or any person designated to grant such authorization pursuant to a resolution adopted by the Board first authorizes the commencement or prosecution of such a proceeding or the assertion of such a claim.

(e) Enforcement. The rights to indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall be enforceable by any person entitled to such indemnification or advancement of expenses. To the fullest extent permitted by law, if successful in whole or in part in any such proceeding, or in a proceeding brought by the Corporation to recover an advancement of expenses, the person entitled to such indemnification or advancement of expenses shall be entitled to be paid also the expense of prosecuting or defending such suit. Notice of any application to a court by any such person pursuant to this Section 2(e) shall be given to the Corporation promptly upon the filing of such application; provided, however, that such notice shall not be required for an award of or a determination of entitlement to indemnification or advancement of expenses.

(f) Non-Exclusivity and Survival of Indemnification.

(i) The rights to indemnification and to the advancement of expenses provided by or granted pursuant to this Section 2 shall be deemed independent of, and shall not be deemed exclusive of or a limitation on, any other rights to which any person seeking indemnification or advancement of expenses may be entitled or may hereafter acquire under any statute, provision of this Certificate of Incorporation, provision of the Bylaws, Stockholders' Agreement, other agreement, vote of stockholders or of

disinterested directors or otherwise, both as to such person's official capacity and as to action in another capacity while holding such office. It is the intent of the Corporation that indemnification of and advancement of expenses to Eligible Persons shall be made to the fullest extent permitted by law.

(ii) The Corporation's obligation, if any, to indemnify, to hold harmless, or to provide advancement of expenses to any Eligible Person who was or is serving at its request as a director, officer, employee, agent or manager of another corporation, partnership, limited liability company, joint venture, trust or other enterprise or nonprofit entity (including service with respect to an employee benefit plan) shall be reduced by any amount such Eligible Person actually collects as indemnification, holding harmless, or advancement of expenses from such other corporation, partnership, limited liability company, joint venture, trust or other enterprise nonprofit entity.

(iii) The rights to indemnification and advancement of expenses provided by, or granted pursuant to, this Section 2 shall be contract rights, and such rights shall continue as to a person who has ceased to be an officer or director of the Corporation (or in the case of any other person who may or shall be entitled to rights to indemnification or advancement of expenses granted pursuant to this Section 2, has ceased to serve the Corporation) and shall inure to the benefit of the estate, heirs, legatees, distributees, executors, administrators and other comparable legal representatives of such person. A right to indemnification or to advancement of expenses arising under any provision of this Section 2 shall not be eliminated or impaired by an amendment, alteration or repeal of any provision of this Certificate of Incorporation after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement of expenses is sought (even in the case of a proceeding based on a state of facts that is commenced after such time). Any reference to an officer of the Corporation in this Section 2 shall be deemed to refer exclusively to the Chairperson, the Chief Executive Officer, the Chief Financial Officer, the President, the Treasurer and the Secretary, and any other officer expressly appointed as such pursuant to and in accordance with Article IV of the Bylaws (or any successor provision), [and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(g) Insurance. The Corporation may, but shall not be required to, purchase and maintain insurance, at its expense, on behalf of itself and any person who is or was a director, officer, employee, agent or manager of the Corporation or any other enterprise or entity, including service with respect to an employee benefit plan, against any expense, liability or loss, whether or not the Corporation would have the power, the ability or the obligation to indemnify such person against such expense, liability or loss under the DGCL. Nothing contained in this Section 2 shall prevent the Corporation from entering into any agreement with any person that provides independent indemnification, hold harmless or advancement rights to such person or further regulates

the terms on which indemnification, hold harmless or advancement rights are to be provided to such person or provides independent assurance of the Corporation's obligation to indemnify, hold harmless and/or advance the expenses of such person, whether or not such indemnification, hold harmless or advancement rights are on the same or different terms than provided for by this Section 2 or is in respect of such person acting in any other capacity, and nothing contained herein shall be exclusive of, or a limitation on, any right to indemnification, to be held harmless, or to an advancement of expenses to which any person is otherwise entitled. The Corporation may create a trust fund, grant a security interest or use other means (including a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification and the advancement of expenses as provided in this Section 2.

(h) Severability. If all or any portion of this Section 2 is invalidated or held to be unenforceable on any ground by any court of competent jurisdiction, the decision of which has not been reversed on appeal, this Section 2 shall be deemed to be modified to the minimum extent necessary to avoid a violation of law and, as so modified, shall remain valid and enforceable in accordance with its terms to the fullest extent permitted by law.

Section 3. Amendment, Repeal, Etc. No amendment or repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, nor, to the fullest extent permitted by the DGCL, any modification of law, shall adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such amendment, repeal or adoption of an inconsistent provision.

Article VIII – Corporate Opportunity

Section 1. Regulation of Certain Affairs. In recognition and anticipation that (a) certain direct or indirect partners, equityholders, principals, directors, officers, members, managers, employees and/or other representatives of the Sponsors (each of the foregoing persons or entities, other than the Sponsors, an "Identified Person") may serve as directors, officers or agents of the Corporation or its subsidiaries, (b) the Corporation or its subsidiaries and the Sponsors may now engage and may continue to engage in the same or similar activities (which shall include, without limitation, other business activities that overlap with or compete with those in which the Corporation or its subsidiaries, directly or indirectly, may engage) or lines of business and have an interest in the same or similar areas of corporate opportunities; and (c) there will be benefits to be derived by the Corporation or its subsidiaries through its contractual, corporate and business relations with the Sponsors (including possible service of Identified Persons as officers and directors of the Corporation or its subsidiaries) and there will be benefits in providing guidelines for the Identified Persons and of the Corporation with respect to the allocation of corporate opportunities and other matters; the provisions of this Article VIII are set forth to regulate, define and guide the conduct of certain affairs of the Corporation and its subsidiaries with respect to certain classes or categories of business opportunities as they may involve the Sponsors and the Identified Persons, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith; provided, however, that nothing in this Article VIII will impair the Corporation's ability to enter into

contractual arrangements with a stockholder of the Corporation, which arrangements restrict the stockholder from engaging in activities otherwise allowed by this Article VIII, and the following provisions shall be subject to any such contractual obligation of the Corporation.

Section 2. Certain Contracts. No contract, agreement, arrangement or transaction between or among the Corporation or its subsidiaries, on the one hand, and any Sponsor or any Identified Person, on the other, shall be void or voidable solely for the reason that any Sponsor or Identified Person is a party thereto, and, to the fullest extent permitted by law, any such Sponsor or Identified Person (a) shall have fully satisfied and fulfilled the fiduciary duties, if any, owed by such Sponsor or Identified Person to the Corporation and its subsidiaries or their respective stockholders or equityholders with respect thereto; (b) shall not be liable to the Corporation or its subsidiaries or their respective stockholders or equityholders for breach of any fiduciary duty owed by such Sponsor or Identified Person by reason of the entering into, performance or consummation of any such contract, agreement, arrangement or transaction; (c) shall be deemed to have acted in good faith and in a manner such Sponsor and/or Identified Person reasonably believed to be in and not opposed to the best interests of the Corporation and its subsidiaries and their respective stockholders or equityholders; and (d) shall be deemed not to have breached any fiduciary duty (including the duty of loyalty) owed to the Corporation or its subsidiaries and their respective stockholders or equityholders, and not to have received an improper personal gain or otherwise derived an improper personal benefit therefrom, if (i) the material facts as to the contract, agreement, arrangement or transaction are disclosed or are known to the Board or the committee thereof that authorizes the contract, agreement, arrangement or transaction, and (ii) the Board or such committee in good faith authorizes the contract, agreement, arrangement or transaction by the affirmative vote of a majority of the disinterested directors, even though less than a quorum. Directors of the Corporation who are also Identified Persons may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes any such contract, agreement, arrangement or transaction.

Section 3. Competition and Corporate Opportunities. Subject to any contractual provisions to the contrary, the Sponsors and Identified Persons shall have the right to, and, to the fullest extent permitted by law, shall have no duty (contractual, fiduciary or otherwise) to refrain from, directly or indirectly, (a) engaging in the same or similar activities or lines of business as the Corporation or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or stockholder of any other person, including those lines of business deemed to be competing with the Corporation or any of its subsidiaries; (b) doing business with any potential or actual customer or supplier of the Corporation or its subsidiaries; or (c) employing or otherwise engaging any officer or employee of the Corporation or its subsidiaries. To the fullest extent permitted by law, neither the Sponsors nor any Identified Person (except as provided in this Article VIII) shall be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of any such activities of the Sponsors or Identified Persons, or such person's participation therein. None of the Corporation or its stockholders or any of its subsidiaries or their stockholders shall have any rights in and to the business ventures of any Sponsor or Identified Person or the income or profits derived therefrom.

To the fullest extent permitted by law, (i) the Corporation, on behalf of itself and its subsidiaries and its and their respective stockholders or equityholders, renounces any interest or

expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to, or acquired, created or developed by, or that otherwise come into the possession of, any of the Sponsors or any Identified Person, even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, (ii) no Sponsor or Identified Person shall have any duty (contractual, fiduciary or otherwise) to communicate or offer such business opportunity to the Corporation or any of its subsidiaries or any of their respective stockholders, and no such person shall be liable to the Corporation or any of its subsidiaries or any of their respective stockholders for breach of any duty (contractual, fiduciary or otherwise), as a stockholder, director or officer or otherwise, by reason of the fact that such person pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries unless, in the case of any such person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation.

Any person purchasing or otherwise acquiring any interest in any shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VIII. Neither the alteration, amendment or repeal of this Article VIII nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VIII shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VIII, would accrue or arise, with respect to any action or omission occurring prior to such alteration, amendment, repeal or adoption. Following any amendment, modification or elimination of this Article VIII, any contract, agreement, arrangement or transaction involving a corporate opportunity shall not by reason thereof result in any breach of any duty (contractual, fiduciary or otherwise) or failure to act in good faith or in the best interests of the Corporation or derivation of any improper benefit or personal economic gain on the part of any Sponsor, Identified Person or other person or entity, but shall be governed by the other provisions of this Certificate of Incorporation, the Bylaws, the DGCL and other applicable law.

For so long as either Warburg Pincus or GTCR has the right to designate at least one director of the Corporation under the Stockholders' Agreement, in addition to and notwithstanding the foregoing provisions of this Article VIII, a corporate opportunity shall not be deemed to be a potential opportunity for the Corporation or any of its subsidiaries (and shall be expressly renounced) if it is a business opportunity that (i) the Corporation is not financially able or contractually permitted or legally able to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to it or (iii) is one in which the Corporation has no interest or reasonable expectancy.

Section 4. Severability. If this Article VIII or any portion hereof shall be invalidated or held to be unenforceable on any ground by any court of competent jurisdiction, the decision of which shall not have been reversed on appeal, this Article VIII shall be deemed to be modified to the minimum extent necessary to avoid a violation of law and, as so modified, this Article VIII and the remaining provisions hereof shall remain valid and enforceable in accordance with their terms to the fullest extent permitted by law.

Article IX – Stockholder Action

Section 1. Actions at Meetings Duly Called; No Written Consents. Except as provided with respect to the holders of any outstanding series of Preferred Stock in the relevant Preferred Stock Designation(s), any action required or permitted to be taken at any annual or special meeting of the stockholders of the Corporation may be taken only upon the vote of the stockholders at an annual or special meeting duly called and may not be taken by consent of the stockholders in lieu of a meeting; provided, however, that prior to the date on which the Sponsors no longer collectively beneficially own (as such term is used in Rule 13d-5 under the Exchange Act, as such Rule is in effect as of the date of this Certificate of Incorporation) more than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors (the "Trigger Date"), any action required or permitted to be taken at any annual or special meeting of the stockholders of the Corporation may be taken by consent of the stockholders in lieu of a meeting, if a consent or consents setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of stockholders at which all shares entitled to vote thereon were presented and voted and shall be delivered to the Corporation in the manner required by applicable law.

Section 2. Regulation of Stockholder Submissions. The Bylaws may establish procedures regulating the submission by stockholders of nominations, proposals and other business for consideration at meetings of stockholders of the Corporation.

Section 3. Special Meetings. Except as provided with respect to the rights of the holders of Preferred Stock of any outstanding series of Preferred Stock as provided in the relevant Preferred Stock Designation(s), special meetings of the stockholders of the Corporation may be called at any time only by the Board pursuant to a resolution adopted by the affirmative vote of a majority of the directors then in office, by the Chairperson of the Board or the Chief Executive Officer of the Corporation; provided, however, prior to the Trigger Date, special meetings of the stockholders of the Corporation may be called at any time only by (i) the Secretary acting at the direction of the holders of a majority in voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of directors or (ii) by the Board pursuant to a resolution adopted by the affirmative vote of a majority of the directors then in office.

Article X – Amendment of Certificate of Incorporation

(a) Subject to any requirement of applicable law and to the special voting rights of one or more outstanding series of Preferred Stock granted pursuant to any Preferred Stock Designation(s), the Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the DGCL at the time in force, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon

stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article X. In addition to any affirmative vote required by applicable law or any other provision of this Certificate of Incorporation (including clause (b) below) or specified in any agreement, and in addition to any voting rights granted to or held by the holders of any outstanding class or series of Preferred Stock, (i) for so long as either the WP Designated Sponsor Fund (as defined in the Stockholders' Agreement) or the GTCR Designated Sponsor Fund (as defined in the Stockholders' Agreement) has the right individually to designate at least three directors of the Corporation pursuant to the Stockholders' Agreement, the affirmative vote of 75% of the total number of directors then in office shall be required to amend, alter, change or repeal, or adopt any provision inconsistent with, this Certificate of Incorporation, (ii) prior to the Trigger Date, the affirmative vote of the holders of a majority in voting power of the outstanding stock of the Corporation entitled to vote generally in the election of directors, shall be required to amend, alter, change or repeal, or to adopt any provision inconsistent with, this Certificate of Incorporation and (iii) at all other times, the affirmative vote of at least 66 and 2/3% in voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, shall be required to amend, add, alter, change or repeal, or to adopt any provisions inconsistent with, Articles VI, VII, VIII, IX(1), IX(3), X, XI, XII, and XIII of this Certificate of Incorporation.

(b) Notwithstanding the foregoing, nothing in this Certificate of Incorporation shall be deemed to limit the ability of the parties to the Stockholders' Agreement to amend, alter or repeal any provision of the Stockholders' Agreement pursuant to the terms thereof.

Article XI – Bylaws

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to adopt, alter, amend or repeal the Bylaws of the Corporation; provided that for so long as either the WP Designated Sponsor Fund or the GTCR Designated Sponsor Fund has the right individually to designate at least three directors of the Corporation pursuant to the Stockholders' Agreement, the Board shall not adopt, alter, amend or repeal the Bylaws without the affirmative vote of 75% of the directors then in office. In addition to any vote required by this Certificate of Incorporation or applicable law, (i) prior to the Trigger Date, the affirmative vote of the holders of a majority of the voting power of the outstanding Common Stock shall be required in order for the stockholders to adopt, alter, amend or repeal the Bylaws of the Corporation and (ii) at all other times, the affirmative vote of the holders of not less than 66 and 2/3% in voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of directors , shall be required in order for the stockholders to adopt, alter, amend or repeal the Bylaws of the Corporation.

Article XII – Certain Business Combinations

Section 1. Section 203 of the DGCL. Section 203 of the DGCL shall not apply to the Corporation.

Section 2. Business Combinations with Certain Stockholders. Notwithstanding any other provision in this Certificate of Incorporation to the contrary, the Corporation shall not engage in any Business Combination (as defined hereinafter), at any point in time at which the Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with any Interested Stockholder (as defined hereinafter) for a period of three years following the time that such stockholder became an Interested Stockholder, unless:

(a) prior to such time the Board approved either the Business Combination or the transaction which resulted in such stockholder becoming an Interested Stockholder;

(b) upon consummation of the transaction which resulted in such stockholder becoming an Interested Stockholder, such stockholder owned at least eighty-five percent (85%) of the Voting Stock (as defined hereinafter) outstanding at the time the transaction commenced, excluding for purposes of determining the Voting Stock outstanding (but not the outstanding Voting Stock owned by such Interested Stockholder) those shares owned (i) by Persons (as defined hereinafter) who are directors and also officers of the Corporation and (ii) employee stock plans of the Corporation in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(c) at or subsequent to such time, the Business Combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Voting Stock which is not owned by such Interested Stockholder.

Section 3. Exceptions to Prohibition on Interested Stockholder Transactions. The restrictions contained in this Article XII shall not apply if:

(a) a stockholder becomes an Interested Stockholder inadvertently and (i) as soon as practicable divests itself of ownership of sufficient shares so that the stockholder ceases to be an Interested Stockholder; and (ii) would not, at any time within the three-year period immediately prior to a Business Combination between the Corporation and such stockholder, have been an Interested Stockholder but for the inadvertent acquisition of ownership; or

(b) the Business Combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required hereunder of a proposed transaction which (i) constitutes one of the transactions described in the second sentence of this Section 3(b) of Article XII; (ii) is with or by a Person who either was not an Interested Stockholder during the previous three years or who became an Interested Stockholder with the approval of the Board; and (iii) is approved or not opposed by a majority of the directors then in office (but not less than one) who were directors prior to any Person becoming an Interested Stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to (x) a merger or consolidation of the Corporation (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Corporation is required); (y) a sale, lease, exchange, mortgage,

pledge, transfer or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation (other than to any direct or indirect wholly-owned subsidiary or to the Corporation) having an aggregate market value equal to fifty percent (50%) or more of either that aggregate market value of all of the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding Stock (as defined hereinafter) of the Corporation; or (z) a proposed tender or exchange offer for fifty percent (50%) or more of the of the Voting Stock. The Corporation shall give not less than 20 days' notice to all Interested Stockholders prior to the consummation of any of the transactions described in clause (x) or (y) of the second sentence of this Section 3(b) of Article XII.

Section 4. Definitions. As used in this Article XII only, and unless otherwise provided by the express terms of this Article XII, the following terms shall have the meanings ascribed to them as set forth in this Section 4:

(a) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person;

(b) "Associate", when used to indicate a relationship with any Person, means: (i) any corporation, partnership, unincorporated association or other entity of which such Person is a director, officer or general partner or is, directly or indirectly, the owner of twenty percent (20%) or more of any class of Voting Stock; (ii) any trust or other estate in which such Person has at least a twenty percent (20%) beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such Person, or any relative of such spouse, who has the same residence as such Person;

(c) "Business Combination" means:

(i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation with (A) the Interested Stockholder, or (B) any other corporation, partnership, unincorporated association or entity if the merger or consolidation is caused by the Interested Stockholder and as a result of such merger or consolidation, Section 2 of this Article XII is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the Interested Stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to ten percent (10%) or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding Stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any Stock of the Corporation or of such subsidiary to the Interested Stockholder, except: (A) pursuant to the exercise, exchange or conversion of securities exercisable for,

exchangeable for or convertible into Stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the Interested Stockholder became such; (B) pursuant to a merger under Section 251(g) of the DGCL; (C) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into Stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of Stock of the Corporation subsequent to the time the Interested Stockholder became such; (D) pursuant to an exchange offer by the Corporation to purchase Stock made on the same terms to all holders of such Stock; or (E) any issuance or transfer of Stock by the Corporation; provided however, that in no case under items (C)-(E) of this Section 4(c)(iii) of Article XII shall there be an increase in the Interested Stockholder's proportionate share of the Stock of any class or series of the Corporation or of the Voting Stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the Stock of any class or series, or securities convertible into the Stock of any class or series, of the Corporation or of any such subsidiary which is owned by the Interested Stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of Stock not caused, directly or indirectly, by the Interested Stockholder; or

(v) any receipt by the Interested Stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in Sections 4(c)(i)-(iv) of Article XII) provided by or through the Corporation or any direct or indirect majority-owned subsidiary of the Corporation;

(d) "Control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of Voting Stock, by contract or otherwise. A Person who is the owner of twenty percent (20%) or more of the outstanding Voting Stock of any corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary; notwithstanding the foregoing, a presumption of control shall not apply where such Person holds Voting Stock, in good faith and not for the purpose of circumventing this Article XII, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group (as such term is used in Rule 13d-5 under the Exchange Act, as such Rule is in effect as of the date of this Certificate of Incorporation) have control of such entity;

(e) "Interested Stockholder" means any Person (other than the Corporation and any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of fifteen percent (15%) or more of the outstanding Voting Stock of the Corporation, or (ii) is an Affiliate or Associate of the Corporation and was the owner of fifteen percent (15%) or more of the outstanding Voting Stock of the Corporation at any time within the three-year period

immediately prior to the date on which it is sought to be determined whether such Person is an Interested Stockholder, and the Affiliates and Associates of such Person. Notwithstanding anything in this Article XII to the contrary, the term "Interested Stockholder" shall not include: (x) Sponsors or any of their Affiliates, or any other Person with whom any of the foregoing are acting as a group or in concert for the purpose of acquiring, holding, voting or disposing of shares of Stock of the Corporation, (y) any Person who would otherwise be an Interested Stockholder either in connection with or because of a transfer, sale, assignment, conveyance, hypothecation, encumbrance, or other disposition of five percent (5%) or more of the outstanding Voting Stock of the Corporation (in one transaction or a series of transactions) by Sponsors or any of their Affiliates or Associates to such Person; provided, however, that such Person was not an Interested Stockholder prior to such transfer, sale, assignment, conveyance, hypothecation, encumbrance, or other disposition; or (z) any Person whose ownership of shares in excess of the fifteen percent (15%) limitation set forth herein is the result of action taken solely by the Corporation, provided that, for purposes of this clause (z) only, such Person shall be an Interested Stockholder if thereafter such Person acquires additional shares of Voting Stock of the Corporation, except as a result of further action by the Corporation not caused, directly or indirectly, by such Person; provided, that, for the purpose of determining whether a Person is an Interested Stockholder, the Voting Stock of the Corporation deemed to be outstanding shall include Stock deemed to be owned by the Person through application of this definition of "owned" but shall not include any other unissued Stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise;

(f) "Owner", including the terms "own" and "owned," when used with respect to any Stock, means a Person that individually or with or through any of its Affiliates or Associates beneficially owns (as such term is used in Rule 13d-5 under the Exchange Act, as such Rule is in effect as of the date of this Certificate of Incorporation) such Stock, directly or indirectly; or has (A) the right to acquire such Stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the owner of Stock tendered pursuant to a tender or exchange offer made by such Person or any of such Person's Affiliates or Associates until such tendered Stock is accepted for purchase or exchange; or (B) the right to vote such Stock pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the owner of any Stock because of such Person's right to vote such Stock if the agreement, arrangement or understanding to vote such Stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more Persons; or (C) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in (B) of this Section 4(f) of Article XII), or disposing of such Stock with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, such Stock;

(g) "Person" means any individual, corporation, partnership, unincorporated association or other entity;

(h) "Stock" means, with respect to any corporation, any capital stock of such corporation and, with respect to any other entity, any equity interest of such entity; and

(i) "Voting Stock" means, with respect to any corporation, Stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of Voting Stock in this Article XII shall refer to such percentage of the votes of such Voting Stock.

Article XIII –Forum Selection

(a) Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed or allegedly owed by any director, officer, employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action, suit or proceeding asserting a claim against the Corporation or any director, officer, employee or stockholder of the Corporation arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of the DGCL, this Certificate of Incorporation or the Bylaws of the Corporation or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, (iv) for any action, suit or proceeding asserting a claim against the Corporation or any director, officer, employee or stockholder of the Corporation governed by the internal affairs doctrine or (v) any other action, suit, or proceeding asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL.

(b) If any action the subject matter of which is within the scope of paragraph (a) above is filed in a court other than the Court of Chancery of the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed, to the fullest extent permitted by law, to have consented to (i) the personal jurisdiction of the Court of Chancery of the State of Delaware in connection with any action brought in any such court to enforce paragraph (a) above (an "FSC Enforcement Action") and (ii) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(c) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

(d) Any person or entity owning, purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XIII.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation of the Corporation has been executed by its duly authorized officer this [•] day of [•] 2020.

Sotera Health Company

By: _____

Name:
Title:

AMENDED AND RESTATED BYLAWS
OF
SOTERA HEALTH COMPANY

(as of [●], 2020)

ARTICLE I

OFFICES

1.1 Registered Office. The registered office of Sotera Health Company (the "Corporation") shall be fixed in the Corporation's certificate of incorporation (as amended and/or restated from time to time, and including any certificates of designation then in effect, the "Certificate of Incorporation").

1.2 Other Offices. The Board of Directors of the Corporation (the "Board") may at any time establish other offices at any place or places where the Corporation is qualified to do business.

ARTICLE II

STOCKHOLDERS

2.1 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

2.2 Special Meetings. Special meetings of stockholders may only be called in the manner provided in the Certificate of Incorporation. Any special meeting of the stockholders shall be held on the date and at the time determined by the Board or as the Chief Executive Officer (the "CEO") or the Chairperson of the Board (the "Chairperson") or the Secretary of the Corporation (the "Secretary") shall designate and state in the notice of the meeting. The Board may postpone, reschedule or cancel any such meeting scheduled by the Board, the CEO or the Chairperson; provided, however, that with respect to any special meeting of stockholders previously scheduled at the request of the holders of a majority in voting power of the outstanding stock of the Corporation entitled to vote generally in the election of directors in accordance with the Certificate of Incorporation, the Board shall not postpone, reschedule or cancel such special meeting without the prior written consent of such stockholders. Business transacted at any such meeting shall be limited to the purpose(s) stated in the notice.

2.3 Place of Meetings. Meetings of stockholders shall be held at any place, either within or without the State of Delaware, or by remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (as in effect from time to time, the "DGCL"), as determined by the Board and as specified in the notice of meeting. In the absence of such a determination, a meeting of stockholders shall be held at the principal executive office of the Corporation.

2.4 Notice of Meetings.

(a) Except as otherwise required by applicable law or as provided in these Bylaws or the Certificate of Incorporation, notice of the date, time and place or means of remote communication of all meetings of stockholders and the record date for determining stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) shall be delivered no fewer than 10 nor more than 60 days before the meeting date to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. The notice of a special meeting shall state, in addition to the foregoing, the purpose or purposes for which the meeting is called.

(b) Notices pursuant to this Section 2.4 are deemed given (i) if by mail, when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation or, if a stockholder has filed with the Secretary a written request that notices to such stockholder be mailed to some other address, then directed to such stockholder at such other address; (ii) if by overnight courier, the earlier of when the notice is received or left at such stockholder's address; (iii) if by facsimile, when directed to a number at which the stockholder has consented to receive notice, including pursuant to the Stockholders' Agreement by and among the Corporation, the Sponsors (as defined in the Certificate of Incorporation) and the other stockholders party thereto from time to time (as the same may be amended, modified, supplemented and/or restated from time to time, the "Stockholders' Agreement"); (iv) if by electronic mail, when directed to such stockholder's electronic mail address (including any address provided pursuant to the Stockholders' Agreement) unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or if such notice is prohibited by the DGCL; (v) if by posting on an electronic network together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting and (B) the giving of such separate notice of such posting; and (vi) if by any other form of electronic transmission, when directed to the stockholder as required by law and, to the extent required by applicable law, in the manner consented to by the stockholder, including pursuant to the Stockholders' Agreement. An affidavit of the mailing or other means of giving any notice of any stockholders' meeting, executed by the Secretary, an Assistant Secretary or any transfer agent of the Corporation giving the notice, shall be *prima facie* evidence of the giving of such notice or report. Notice shall be deemed to have been given to all stockholders of record who share an address if notice is given in accordance with the "householding" rules set forth in Rule 14a-3(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 233 of the DGCL.

2.5 Notice of Adjourned Meeting. If an annual or special meeting of stockholders is adjourned to a different date, time or place (if any), notice of the adjourned meeting need not be given if the date, time, place (if any) or means of remote communication are announced at the meeting at which the adjournment is taken before the adjournment; provided, however, that if the adjournment lasts for more than 30 days, or if a new record date for determining stockholders entitled to vote at the meeting is fixed for the adjourned meeting, notice of the adjourned meeting shall be given in conformity with this Article II. At the adjourned meeting, any business may be transacted which could have been transacted at the original meeting.

2.6 Waiver of Notice. Notice of a meeting of stockholders shall not be required to be given to any stockholder who attends such meeting in person or by proxy and does not, at the beginning of such meeting, object to the transaction of any business because the meeting has not been lawfully called or convened, or who, either before or after the meeting, waives notice in writing or by electronic transmission. Any stockholder so waiving notice of a meeting shall be bound by the proceedings of such meeting in all respects as if due notice thereof had been given.

2.7 Quorum.

(a) Unless a different quorum is required by applicable law, the Certificate of Incorporation or the rules or regulations of any stock exchange applicable to the Corporation, at any meeting of stockholders, the holders of a majority of the voting power of the outstanding shares of capital stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. Where a separate vote by one or more series or classes is required, a majority of the voting power of the outstanding shares of such one or more series or classes present in person or by proxy shall constitute a quorum entitled to take action with respect to the vote on such matter. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

(b) If a quorum is not present at a meeting, the chair of the meeting or the holders of a majority of the voting power of the outstanding shares of capital stock present in person or by proxy at the meeting may adjourn the meeting to another place, if any, date or time, without notice other than as specified in Section 2.5.

2.8 Organization. The Chairperson or such person as the Chairperson has designated or, in his or her absence, such person as the Board has designated or, in his or her absence, the CEO or, in his or her absence, such person as has been chosen by the holders of a majority of the voting power of the outstanding shares of capital stock present in person or by proxy at the meeting shall call to order any meeting of stockholders and act as chair of the meeting. In the absence of the Secretary, the secretary of the meeting shall be such person as the chair of the meeting appoints.

2.9 Conduct of Business.

(a) The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chair of the meeting. The Board may adopt by resolution such rules and regulations for the conduct of any meeting of stockholders as it deems appropriate, provided such rules and regulations are not inconsistent with any other provision of these Bylaws or the Certificate of Incorporation. Except to the extent inconsistent with the rules and regulations adopted by the Board, the chair of the meeting shall have the right and authority to convene, recess and/or adjourn the meeting, to determine the order of business and the procedure at the meeting, including such rules and regulations of the manner of voting, the conduct of discussion and such other matters as seems to him or her in order, and to do all such acts as, in the judgment of the chair of the meeting, are appropriate for the proper conduct of the meeting.

(b) Rules and regulations relating to the conduct of any meeting of stockholders, whether adopted by the Board or prescribed by the chair of the meeting, may include, among other things, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chair of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) restrictions on the dissemination of solicitation materials and use of audio or visual recording devices at the meeting; and (vi) limitations on the time allotted to questions or comments by participants and on stockholder proposals.

(c) The chair of any meeting of stockholders shall have the power and duty to determine all matters relating to the conduct of the meeting, including determining whether any nomination or item of business has been properly brought before the meeting in accordance with these Bylaws (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination is made or proposal solicited (or is part of a group that solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by Section 2.14(a)(iii)(C)). If the chair determines and declares that any nomination or item of business has not been properly brought before a meeting of stockholders, then such nomination shall be disregarded and such business shall not be transacted or considered at such meeting. Unless and to the extent determined by the Board or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

2.10 Voting and Proxies.

(a) At all meetings of stockholders, a stockholder may vote by proxy as provided under Section 212(c) of the DGCL or as otherwise provided under applicable law, provided that no proxy shall be voted after three years from its date, unless the proxy provides for a longer period; provided, further, that any proxy to be voted or acted upon at a meeting of stockholders must be delivered to the Secretary or his or her representative at or before the meeting. Except as otherwise provided therein, a proxy that entitles the agent authorized thereby to vote at a meeting of stockholders shall entitle such agent to vote at any adjournment or postponement of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held of record in the name of two or more persons shall be valid if executed by one of them unless prior to voting in accordance with the directions of the proxy, the Corporation receives a specific written notice to the contrary from any one of them and is furnished with a copy of the instrument or order appointing the proxy.

(b) Unless required by applicable law, or determined by the chair of the meeting to be advisable, the vote on any matter, including, without limitation, the election of directors, need not be by written ballot. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, and shall state the number of shares voted and such other information as may be required under the procedure established for the meeting.

(c) In advance of any meeting of stockholders, the Corporation shall appoint one or more inspectors to act at the meeting or any adjournment thereof and make a written report

thereof, and may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chair of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his or her ability, and may perform such other duties not inconsistent herewith as may be requested by the Corporation.

2.11 Action at Meeting. In all matters, other than the election of directors and except as required by law, the rules or regulations of any stock exchange applicable to the Corporation, the Certificate of Incorporation or any other provision of these Bylaws, the affirmative vote of a majority of the voting power of the shares present or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders.

2.12 Record Date. (a) The Board may fix the record date in order to determine the stockholders entitled to notice of a meeting of stockholders, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board, and which record date may not be more than 60 days nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board in its discretion may fix a new record date for determining the stockholders entitled to vote at the adjourned meeting and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this clause (a) at the adjourned meeting. If no record date is fixed pursuant to this clause (a), the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The Board may fix a record date in order to determine the stockholders entitled to receive payment of any dividend or other distribution, the allotment of any rights, the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed pursuant to this clause (b), the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express

consent to corporate action without a meeting is fixed by the Board, (i) when no prior action of the Board is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board is required by law, the record date for such purpose shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

2.13 Stockholders List for Meeting.

(a) The Corporation shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date), arranged in alphabetical order and showing the address of and number of shares registered in the name of each stockholder, but need not include an e-mail address or other electronic contact information for any stockholder.

(b) The list of stockholders shall be made available for inspection in accordance with Section 219 of the DGCL.

(c) Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.13 or to vote in person or by proxy at any meeting of stockholders.

2.14 Notice of Stockholder Business and Nominations; Director Qualifications.

(a) (i) At any annual meeting of stockholders, only such nominations of persons for election to the Board shall be made, and only such other business shall be conducted or considered, as have been properly brought before the meeting. To be properly brought before an annual meeting, nominations of persons for election or re-election to the Board or other business must be (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board; (B) otherwise properly brought before the meeting by or at the direction of the Board; (C) otherwise properly brought before the meeting in accordance with the Stockholders' Agreement or (D) otherwise properly brought before the meeting by a stockholder in accordance with clauses (ii), (iii) and (iv) of this Section 2.14(a) (this clause (D) being the exclusive means for a stockholder to bring nominations or other business before an annual meeting of stockholders, other than business properly included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Exchange Act or properly brought pursuant to the immediately preceding clause (C)). The provisions of this Section 2.14(a) and the following Section 2.14(b) apply to all nominations of persons for election to the Board and other business proposed to be brought before a meeting pursuant to clause (D).

(ii) For nominations of any person for election or re-election to the Board or other business to be properly brought before an annual meeting by a stockholder (A) the stockholder must have given timely notice thereof in writing to the Secretary, which notice must also fulfill the requirements of clause (iii) of this Section 2.14(a); (B) the subject matter of any proposed business must be a matter that is a proper subject matter for stockholder action at such

meeting; and (C) the stockholder must be a stockholder of record of the Corporation at the time the notice required by this Section 2.14(a) is delivered to the Corporation and must be entitled to vote at the meeting.

(iii) To be considered timely notice, a stockholder's notice must be received by the Secretary at the principal executive office of the Corporation not earlier than the opening of business 120 days before, and not later than the close of business 90 days before, the first anniversary of the date of the preceding year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded, be deemed to have occurred on May 28, 2020). If no annual meeting was held in the previous year, or if the date of the applicable annual meeting has been changed by more than 30 days from the date of the previous year's annual meeting, then a stockholder's notice, in order to be considered timely, must be received by the Secretary at the principal executive offices of the Corporation not earlier than the opening of business 120 days before the date of such annual meeting, and not later than the close of business on the later of (x) 90 days prior to the date of such annual meeting; and (y) the 10th day following the day on which public announcement of the date of such annual meeting was first made. In no event shall the public announcement of an adjournment or postponement of an annual meeting or of a new record date for determining stockholders entitled to notice of or to vote at an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth the following information (and, if such notice relates to the nomination of any person for election or re-election as a director of the Corporation, the questionnaire, representation and agreement required by the following Section 2.14(b) must also be delivered with and at the same time as such notice):

(A) as to each person whom the stockholder proposes to nominate for election as a director, (1) all information relating to such person that is required to be disclosed in accordance with Regulation 14A under the Exchange Act, whether in a solicitation of proxies for the election of directors in an election contest or otherwise, and such other information as may be required by the Corporation pursuant to any policy of the Corporation governing the selection of directors and publicly available (whether on the Corporation's website or otherwise) as of the date of such notice; (2) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (3) a description of all agreements, arrangements or understandings between the stockholder or any beneficial owner on whose behalf such nomination is made, or their respective affiliates, and each nominee or any other person or persons (naming such person or persons) in connection with the making of such nomination or nominations;

(B) as to any other business the stockholder proposes to bring before the meeting, (1) a brief description of such business; (2) the text of the proposal to be voted on by stockholders (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment); (3) the reasons for conducting such business at the meeting; and (4) a description of any direct or indirect material interest of the stockholder or of any beneficial owner on whose behalf the proposal is made, or their respective affiliates, in such business, and all agreements, arrangements and understandings between such

stockholder or any such beneficial owner or their respective affiliates and any other person or persons (naming such person or persons) in connection with the proposal of such business;

(C) as to the stockholder giving the notice and each beneficial owner, if any, on whose behalf the business is proposed or nomination is made (each, a "Party"), (1) the name and address of such Party (in the case of each stockholder, as they appear on the Corporation's books and records); (2) the class or series and number of shares of stock or other securities of the Corporation that are owned, directly or indirectly, beneficially or held of record by such Party or any of its affiliates (naming such affiliates); (3) a description of any agreement, arrangement or understanding (including any swap or other derivative or short position, profit interest, option, warrant, convertible security, stock appreciation or similar right with exercise or conversion privileges, hedging transactions, and securities lending or borrowing arrangement) to which such Party or any of its affiliates or associates and/or any others acting in concert with any of the foregoing is, directly or indirectly, a party as of the date of such notice (x) with respect to shares of stock or other securities of the Corporation or (y) the effect or intent of which is to transfer to or from any such person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, mitigate loss to, manage the potential risk or benefit of security price changes (increases or decreases) for, or increase or decrease the voting power of any such person with respect to securities of the Corporation or which has a value derived in whole or in part, directly or indirectly, from the value (or change in value) of any securities of the Corporation, in each case whether or not subject to settlement in the underlying security of the Corporation (each such agreement, arrangement or understanding, a "Disclosable Arrangement"), specifying in each case (I) the effect of such Disclosable Arrangement on voting or economic rights in securities in the Corporation, as of the date of the notice and (II) any changes in such voting or economic rights which may arise pursuant to the terms of such Disclosable Arrangement; (4) a description of any proxy, agreement, arrangement, understanding or relationship between or among such Parties, any of their respective affiliates or associates, and/or any others acting in concert with any of the foregoing with respect to the nomination or proposal and/or the voting, directly or indirectly, of any shares or any other security of the Corporation; (5) any rights to dividends on the shares of the Corporation owned, directly or indirectly, beneficially by such Party that are separated or separable from the underlying shares of the Corporation; (6) any proportionate interest in shares of the Corporation or Disclosable Arrangements held, directly or indirectly, by a general or limited partnership or limited liability company in which such Party is a general partner or managing member or, directly or indirectly, beneficially owns an interest in a general partner or managing member; (7) any performance-related fees that such Party is directly or indirectly entitled to based on any increase or decrease in the value of shares of the Corporation or Disclosable Arrangements, if any, as of the date of such notice, including any such interests held by members of such Party's immediate family sharing the same household; (8) a representation that the stockholder is a holder of record of stock of the Corporation at the time of the giving of the notice, is entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination; and (9) a representation as to whether such Party intends, or is part of a group which intends, (x) to deliver a proxy statement and/or form of proxy to

holders of at least the percentage of the Corporation's outstanding shares of capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination; (10) any other information relating to such Party required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Regulation 14(a) of the Exchange Act; and (11) a certification regarding whether such Party has complied with all federal, state and other legal requirements in connection with such Party's acquisition of shares of capital stock or other securities of the Corporation; and

(D) an undertaking by each Party to notify the Corporation in writing of any change in the information previously disclosed pursuant to clauses (A), (B) and (C) of this Section 2.14(a)(iii) as of the record date for determining stockholders entitled to receive notice of such meeting and as of the date that is 15 days prior to the meeting or any adjournment or postponement thereof, by written notice received by the Secretary at the principal executive offices of the Corporation not later than 5 days following such record date and not later than 10 days prior to the date for the meeting or any adjournment or postponement thereof, and thereafter by written notice so given and received within two business days of any change in such information (and, in any event, by the close of business on the day preceding the meeting date).

The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such nominee under the Exchange Act and the rules or regulations of any stock exchange applicable to the Corporation. In addition, a stockholder seeking to nominate a director candidate or bring another item of business before the annual meeting shall promptly provide any other information reasonably requested by the Corporation. The number of nominees a stockholder may nominate for election at the annual meeting (or, in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

(iv) Notwithstanding anything in clause (iii) of this Section 2.14(a) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting of stockholders is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least 100 days prior to the first anniversary of the preceding year's annual meeting of stockholders, a stockholder's notice required by this Section 2.14(a) shall also be considered timely, but only with respect to nominees for the additional directorships, if it is received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation (it being understood that such notice must nevertheless comply with the requirements of clause (iii) of this Section 2.14(a)).

(b) To be eligible to be a nominee for election or re-election by the stockholders as a director of the Corporation or to serve as a director of the Corporation, a potential nominee under

Section 2.14(a)(i)(D) must deliver (not later than the deadline prescribed for delivery of notice under clause (iii) or (iv), as applicable, of Section 2.14(a)) to the Secretary a written questionnaire with respect to the background and qualifications of such potential nominee and, if applicable, the background of any other person on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that, among other matters, such potential nominee or other person: (i) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person as to how such potential nominee, if elected as a director, will act or vote on any issue or question that has not been disclosed in such questionnaire; (ii) is not and will not become a party to any agreement, arrangement or understanding with any person other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed in such questionnaire; and (iii) in such potential nominee's individual capacity and on behalf of any person on whose behalf the nomination is being made, would be in compliance, if elected or re-elected as a director, and will comply with, applicable law and all corporate governance, conflict of interest, confidentiality and other policies and guidelines of the Corporation applicable to directors generally and publicly available (whether on the Corporation's website or otherwise) as of the date of such representation and agreement.

(c) Only such business shall be conducted at a special meeting of stockholders as (A) has been specified in the notice of meeting (or any supplement thereto) (or any supplement thereto) pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board or any committee thereof, (ii) as provided in the Stockholders' Agreement and (iii) so long as and provided that the Board has determined that Directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in Section 2.14(a)(iii) is delivered to the Secretary, who is entitled to vote at the meeting and upon such election and who complies with the requirements set forth in Sections 2.14(a)(iii) and 2.14(b) as if such requirements referred to such special meeting; provided, however, that to be considered timely notice under this clause (c), a stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which public announcement of the date of such special meeting was first made. This clause (c) shall be the exclusive means for a stockholder to make nominations or other business proposals before a special meeting of stockholders (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Corporation's notice of meeting).

(d) Only such persons who are nominated for election or re-election as a director of the Corporation in accordance with the procedures, and who meet the other qualifications, set forth in Section 2.14(a), (b) and (c) shall be eligible to stand for election as directors and only such business shall be conducted at a meeting of stockholders as has been brought before the meeting in accordance with the procedures set forth in these Bylaws.

(e) Without limiting the applicability of the foregoing provisions of this Section 2.14, a stockholder who seeks to have any proposal or potential nominee included in the Corporation's

proxy materials must provide notice as required by and otherwise comply with the applicable requirements of the rules and regulations under the Exchange Act. Except for the immediately preceding sentence, nothing in this Section 2.14 shall be deemed to affect any rights of (i) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act; or (ii) the holders of any outstanding class or series of preferred stock of the Corporation (the "Preferred Stock"), voting as a class separately from the holders of common stock, to elect directors pursuant to any applicable provisions of such series of Preferred Stock or the Certificate of Incorporation. Subject to Rule 14a-8 under the Exchange Act, nothing in these Bylaws shall be construed to permit any stockholder, or give any stockholder the right, to include or have disseminated or described in the Corporation's proxy statement any nomination of director or directors or any other business proposal.

(f) Notwithstanding anything to the contrary contained in this Section 2.14, for as long as the Stockholders' Agreement remains in effect with respect to a Sponsor (which, for purposes of these Bylaws, shall have the meaning set forth in the Certificate of Incorporation), each Sponsor shall not be subject to the notice provisions set forth in paragraphs (a)(ii), (a)(iii), (a)(iv), (b), (c) or (d) of this Section 2.14.

(g) For purposes of this Section 2.14, "public announcement" means disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service, or that is generally available on internet news sites or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

2.15 Requirement to Appear. Notwithstanding anything to the contrary contained in Section 2.14, if a stockholder that has provided timely notice of a nomination or item of business in accordance with Section 2.14 (or a qualified representative of such stockholder) does not appear at the annual or special meeting of stockholders to present such nomination or item of business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.15, to be considered a qualified representative of a stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or reliable reproduction of the writing or electronic transmission, at the meeting of the stockholders.

2.16 Delivery to the Corporation. Whenever this Article II requires one or more persons, including a record or beneficial owner of stock but excluding any party to the Stockholders' Agreement, to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), unless the Corporation elects otherwise and except as otherwise expressly provided in this Article II, such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested addressed to the attention of the Secretary at the principal executive offices of the Corporation, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered.

ARTICLE III

DIRECTORS

3.1 Powers. Except as otherwise provided by the Certificate of Incorporation of applicable law, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

3.2 Number, Election. The total number of directors constituting the Board shall be such number as is from time to time determined in the manner provided in the Certificate of Incorporation and the Stockholders' Agreement. A nominee for director shall be elected to the Board by a plurality of the votes of the shares present in person or represented by proxy at a meeting and entitled to vote for nominees in the election of directors or in any action by written consent in lieu of such a meeting.

3.3 Vacancies; Reduction of Board. Any vacancy or newly created directorship in the Board, however occurring, shall be filled only in the manner provided in and to the extent permitted under the Certificate of Incorporation. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs. The Person or Persons entitled to fill such vacancy may, with or without cause, revoke the action filling such vacancy at any time prior to the new director taking office.

3.4 Resignation. Any director may resign at any time by delivering his or her resignation in writing or by electronic transmission to the Board, the Chairperson, the CEO or the Secretary. Such resignation shall be effective upon receipt unless it is specified therein to be effective at some later time or upon the happening of an event or events, and the acceptance of a resignation shall not be necessary to make it effective unless such resignation specifies otherwise.

3.5 Removal. Any director, or the entire Board, may only be removed from office in the manner provided in and to the extent permitted under the Certificate of Incorporation and applicable law.

3.6 Meetings.

(a) Regular Meetings. Regular meetings of the Board shall be held at such time or times, on such date or dates and at such place or places (if any) as the Board from time to time determines and publicizes among all directors. A notice of any such regular meetings, the time, date or place or places (if any) of which has been so publicized, shall not be required.

(b) Special Meetings. Special meetings of the Board may be called by the Chairperson, the CEO or the Lead Independent Director (if any), and shall be called by the CEO or the Secretary if directed by any director nominated or designated by a Sponsor (which, for purposes of these Bylaws, shall have the meaning set forth in the Certificate of Incorporation), and shall be held on such date and at such time and place (if any) as he or she or they shall fix.

3.7 Notice of Special Meeting. Notice of the time, date and place (if any) of all special meetings of the Board shall be given to each director. Except as otherwise provided by law, notice of each such meeting shall be mailed to each director, addressed to such director at his or her residence or usual place of business, on at least four days' notice, provided that in lieu thereof, notice may be delivered to each director personally or by telephone or sent by facsimile, e-mail or other electronic transmission addressed to each director at either of such places on not less than 24 hours' notice. A notice of a special meeting of the Board need not specify the purposes of the meeting. Notice of any meeting of the Board shall not be required to be given to any director who waives notice in writing or by electronic transmission, whether before or after the meeting, or if he or she is present and does not, at the beginning of such meeting, object to the transaction of any business because the meeting has not been lawfully called or convened; and any meeting of the Board shall be a legal meeting without any notice thereof having been given if all the directors then in office are present or have waived or not so objected to lack of notice thereof.

3.8 Quorum. Except as otherwise provided by the Certificate of Incorporation, at any meeting of the Board, the greater of (a) a majority of the directors then in office and (b) one-third of the total number of directors constituting the Board shall constitute a quorum of the Board.

3.9 Action at Meeting. At any meeting of the Board at which a quorum is present, all matters shall be determined by the vote of a majority of the directors present at such meeting at which there is a quorum, except as is required or provided by the DGCL, the Certificate of Incorporation or any other provision of these Bylaws.

3.10 Action Without Meeting. Any action required or permitted to be taken by the Board or a committee thereof may be taken without a meeting if all members of the Board or such committee consent thereto in writing, or by electronic transmission, and any consent may be documented, signed and delivered in any manner permitted by Section 116 of the DGCL. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board or committee thereof. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.11 Meetings by Conference Communications Equipment Meetings. Any or all directors may participate in a regular or special meeting of the Board, or any meeting of any committee thereof, by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

3.12 Rules and Regulations. The Board may adopt such rules and regulations for the conduct of its meetings and the management of the affairs of the Corporation as it may deem proper, and as are not inconsistent with the DGCL, the Certificate of Incorporation or these Bylaws.

3.13 Special Approval Rights. Notwithstanding anything to the contrary set forth herein, for so long as the WP Designated Sponsor Fund (as defined in the Stockholders' Agreement), and the GTCR Designated Fund (as defined in the Stockholders' Agreement) shall have a contractual right to designate at least three directors of the Corporation, the approval of seventy-five percent of the total number of directors of the Corporation then in office shall be required for the Board to authorize the Corporation to take or commit to take, or (to the extent applicable) permit any of its subsidiaries to take or commit to take, directly or indirectly, whether by amendment, merger, consolidation, reorganization or otherwise, any of the following actions:

(a) consummation of any acquisition of the stock (including a minority interest) or assets of any other entity (other than a subsidiary of the Corporation), in a single transaction or a series of related transactions (whether by purchase, tender offer, exchange offer, merger, other business combination transaction or otherwise), with a value in excess of $300 million in the aggregate;

(b) a consolidation, merger or other business combination of the Corporation with or into any other entity, or transfer (by lease, assignment, sale or otherwise) of all or substantially all of the Corporation and its subsidiaries' assets, taken as a whole, to another entity, or a "Change in Control" (or any similar term) as defined in the Corporation or its subsidiaries' indebtedness documents, other than any such consolidation, merger or other business combination solely between the Corporation and its subsidiaries or between subsidiaries of the Corporation;

(c) a disposition, in a single transaction or a series of related transactions, of any assets of the Corporation or any of its subsidiaries with a value in excess of $300 million in the aggregate or for consideration in excess of $300 million, other than the sale of inventory or products in the ordinary course of business, other than a transaction solely between the Corporation and its subsidiaries or between subsidiaries of the Corporation;

(d) any change in the size of the Board, other than in accordance with the Stockholders' Agreement;

(e) any amendment, modification or repeal of any provision of the Certificate of Incorporation or these Bylaws;

(f) a termination of the CEO or designation of a new CEO;

(g) any change in the composition of any committee of the Board;

(h) except for compensation arrangements approved by the Compensation Committee of the Board in the ordinary course and in accordance with the charter of the Compensation Committee of the Board, entry into, or expansion of existing, compensation arrangements with (i) any executive officer of the Corporation or (ii) affiliates of (A) the Corporation (other than any subsidiary of the Corporation) or (B) any executive officer of the Corporation;

(i) the issuance of additional shares of any class or series of capital stock or equity interests of the Corporation or any of its subsidiaries, other than, (A) in the case of the Corporation, any award under any stockholder approved equity compensation plan, (B) in the

case of a subsidiary of the Corporation, to the Corporation or another direct or indirect subsidiary of the Corporation and (C) as required by the organizational documents of a subsidiary of the Corporation or a contract to which a subsidiary of the Corporation is party, in each case, that is in effect on the date hereof; or

(j) the incurrence of additional indebtedness, in a single transaction or a series of related transactions, by the Corporation or any of its subsidiaries in an amount in excess of $300 million outstanding at any one time, other than (i) intercompany debt among subsidiaries of the Corporation or the Corporation and any subsidiary and (ii) incurrence of additional indebtedness under the credit agreement or indenture.

3.14 Committees.

(a) Designation of Committees. The Board shall appoint one or more of its members to an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, and may from time to time establish additional committees of its members, each with such powers and duties not inconsistent with these Bylaws as the Board may or, pursuant to applicable law (including the rules and regulations of any stock exchange applicable to the Corporation), must, lawfully confer. All members of any committee of the Board shall serve at the pleasure of the Board. Any committee to which the Board delegates any of its powers or duties shall keep records of its meetings and shall report its actions to the Board.

(b) Alternates; Substitution of Members. The Board may, subject to any requirements specifically set forth in this Section 3.14, designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board to act at the meeting in the place of the absent or disqualified member, subject to any restrictions on committee membership established under applicable law (including the rules and regulations of any stock exchange applicable to the Corporation).

(c) Delegable Authority. Any committee, to the extent provided in a resolution of the Board and permitted by applicable law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no committee shall have the power or authority to (i) approve, adopt or recommend to the stockholders, any action or matter (other than the election or removal of directors) required by the DGCL to be submitted to stockholders for approval; or (ii) adopt, amend or repeal these Bylaws.

(d) Term. The Board, subject to the requirements specifically set forth in this Section 3.14 and applicable law (including the rules and regulations of any stock exchange applicable to the Corporation), may at any time change, increase or decrease the number of members of a committee or terminate the existence of a committee. A Director's membership on a committee shall terminate on the date of his or her death or resignation, removal or disqualification from the

Board, but the Board may at any time for any reason remove any individual committee member from any committee and the Board may, subject to any requirements specifically set forth in this Section 3.14, fill any committee vacancy.

(e) Conduct of Business of Committees. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or by resolution of the Board or required by law. Adequate provision shall be made for notice to members of a committee of all meetings of the committee. A majority of the members of a committee shall constitute a quorum unless the committee charter specifies otherwise. All matters submitted to a committee shall be determined by a majority vote of the members present at a meeting at which a quorum is present. Each committee of the Board shall keep minutes of its meetings and shall report its proceedings to the Board as specified in its charter or when otherwise requested by the Board.

3.15 Compensation. The Board shall have the authority to fix the compensation, including fees, equity grants and reimbursement of expenses, of directors for services to the Corporation in any capacity.

3.16 Chairperson. The Board may appoint from its members a Chairperson of the Board, who need not be an employee or officer of the Corporation. If the Board appoints a Chairperson of the Board, such Chairperson shall perform such duties and possess such powers as are assigned by the Board and, if the Chairperson of the Board is also designated as the Corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer. Unless otherwise provided by the Board, the Chairperson of the Board shall preside at all meetings of the Board.

3.17 Lead Independent Director. In the event that the Chairperson is an employee or officer of the Corporation, the Board may choose to appoint from its members a Lead Independent Director, who shall not be an employee or officer of the Corporation. If the Board appoints a Lead Independent Director, such Lead Independent Director shall perform such duties and possess such powers as are assigned by the Board, including presiding at meetings of the Board in the absence of the Chairperson and calling meetings of the Corporation's independent directors.

ARTICLE IV

OFFICERS

4.1 Appointment; Term of Office. The Board shall elect at least the following officers: a Chairperson, a CEO, a Chief Financial Officer, a Treasurer and a Secretary. The Board may also elect, appoint, or provide for the appointment of such other officers and agents as may from time to time appear necessary or advisable in the conduct of the affairs of the Corporation, including a President, one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Each officer of the Corporation shall hold office for such term as may be prescribed by the Board and until his or her successor is chosen and qualifies or until his or her

earlier death, disqualification, resignation or removal. The Board may fill any vacancy occurring in any office of the Corporation. Two or more offices may be held by the same person. No officer need be a stockholder or Director, except that the Chairperson of the Board shall be chosen from among the directors.

4.2 Resignation. Any officer may resign by delivering his or her resignation in writing or by electronic transmission to the Corporation at its principal executive office, and such resignation shall be effective upon receipt unless it is specified to be effective at a later time or upon the happening of an event or events. If a resignation is made effective at a later date or upon the happening of an event and the Corporation accepts the future effective date or the occurrence of a future event or events, the Board may fill the pending vacancy before the effective date or the occurrence of such event or events if the Board provides that the successor shall not take office until the effective date or the occurrence of such event or events. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

4.3 Removal. The Board may remove any officer at any time with or without cause.

4.4 Powers and Duties; Delegation.

(a) Each officer of the Corporation shall have such duties and powers as are customarily incident to his or her office (subject to the direction and control of the Board and except as otherwise provided by these Bylaws or by resolution of the Board), and such other duties and powers as may be designated by the Board or by direction of an officer authorized by the Board to prescribe the duties of such other officer. Notwithstanding anything to the contrary set forth herein, without the prior authorization of the Board given in accordance with Section 3.13 of these Bylaws, no officer shall have the power or authority to take, or cause or permit the Corporation or any of its subsidiaries to take, any of the actions enumerated in paragraphs (a) through (j) of Section 3.13 of these Bylaws.

(b) Whenever an officer or officers is absent, or whenever for any reason the Board may deem it desirable, the Board may delegate the powers and duties of any officer to any Director or directors, or any other officers or agents.

4.5 Compensation. The compensation of the officers of the Corporation for their services as such shall be fixed from time to time by or at the direction of the Board. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he or she is also a director of the Corporation.

ARTICLE V

CAPITAL STOCK

5.1 Share Certificates. The shares of stock of the Corporation shall be represented by certificates; provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Each holder of stock represented by certificates shall be entitled to a certificate signed by, or in the name of the Corporation by, any two authorized officers of the Corporation (it being understood that each of the Chairperson, the CEO, the Chief Financial Officer, the President or a Vice President, the

Treasurer, any Assistant Treasurer, and the Secretary or any Assistant Secretary shall be an authorized officer for such purpose), representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be by facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid. The certificate shall also set forth any information or statement required to be set forth thereon by the DGCL.

5.2 Lost, Stolen or Destroyed Certificates. A new share certificate or uncertificated shares may be issued in place of any certificate previously issued by the Corporation and alleged to have been lost, stolen or destroyed. The Corporation may, subject to Section 167 of the DGCL, determine the conditions upon which a new share certificate or uncertificated shares may be issued in place of any certificate alleged to have been lost, destroyed, or stolen. The Corporation may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in the opinion of the Corporation, with or without surety, to indemnify the Corporation against any loss or claim which may arise in connection therewith.

5.3 Transfers. Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of stock of the Corporation. Subject to any restrictions on transfer, shares of stock represented by certificates may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate properly endorsed or accompanied by a written assignment and power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require. Subject to any restrictions on transfers, upon receipt of proper transfer instructions from the registered owner of uncertificated shares, the transaction shall be recorded upon the books of the Corporation, and the Corporation shall send to the registered transferee a written notice containing the information required by Section 151(f) of the DGCL. A record shall be made of each transfer and whenever a transfer is made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

5.4 Regulations. The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board may establish.

5.5 Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and notices and to vote as such owner and to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

CORPORATE RECORDS

6.1 Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its stockholders, Board and any committees thereof, and a record of all actions taken by the stockholders or Board or any committees thereof by consent in lieu of a meeting.

(b) The Corporation shall keep a copy of such records at its principal executive office or at such other place or places as designated by the Board, in any case as may be required by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Fiscal Year. The fiscal year of the Corporation shall be as fixed by the Board. If the Board makes no determination to the contrary, the fiscal year of the Corporation shall be the twelve months ending with December 31 in each year.

7.2 Seal. The Board shall have the power to adopt and alter the seal of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Treasurer or Assistant Secretary (if there be such officers appointed).

7.3 Execution of Instruments. The Board may authorize, or provide for the authorization of, officers, employees or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization must be in writing or by electronic transmission and may be general or limited to specific contracts or instruments.

7.4 Voting of Securities. Unless otherwise provided by the Board, the CEO, Chief Financial Officer or any Vice President may waive notice, vote or consent, on behalf of the Corporation, or appoint another person or persons to waive notice, vote or consent, on behalf of the Corporation, and act as, or appoint any person or persons to act as, proxy or attorney in fact for the Corporation (with or without discretionary power or power of substitution), with respect to the stock or other securities of any other corporation, entity or organization that may be held by the Corporation.

7.5 Amendments. Except as otherwise provided by the DGCL, these Bylaws may be added to, amended or repealed, in the manner provided in the Certificate of Incorporation.

7.6 Construction. The words “include” and “including” and similar terms shall be deemed to be followed by the words “without limitation.” Whenever used in these Bylaws, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all

genders. Any reference in these Bylaws to a provision of any statute shall be deemed to include any successor provision. Unless the context otherwise requires, the term "person" shall be deemed to include any natural person or any corporation, organization or other entity.

7.7 Reliance upon Books, Reports and Records. Each Director, each member of any committee designated by the Board, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board, or by any other person as to matters that such Director, committee member or officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE VIII

EMERGENCY BYLAWS

8.1 Emergency Board. In case of an attack on the United States or on a locality in which the Corporation conducts its business or customarily holds meetings of the Board or its stockholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, including an epidemic or pandemic, as a result of which a quorum of the Board or a committee thereof cannot readily be convened for action in accordance with the provisions of these Bylaws, the business and affairs of the Corporation shall be managed by or under the direction of an Emergency Board (hereinafter called the "Emergency Board") established in accordance with Section 8.2.

8.2 Membership of Emergency Board. The Emergency Board shall consist of at least three of the following persons present or available at the Emergency Corporate Headquarters determined according to Section 8.4: (a) those persons who were directors at the time of the attack or other event mentioned in Section 8.1, and (b) any other persons appointed by such directors to the extent required to provide a quorum at any meeting of the Board. If there are no such directors present or available at the Emergency Corporate Headquarters, the Emergency Board shall consist of the three highest-ranking officers or employees of the Corporation present or available and any other persons appointed by them.

8.3 Powers of the Emergency Board. The Emergency Board will have the same powers as those granted to the Board in these Bylaws, but will not be bound by any requirement of these Bylaws which a majority of the Emergency Board believes impracticable under the circumstances.

8.4 Emergency Corporate Headquarters. Emergency Corporate Headquarters shall be at such location as the Board or the CEO shall determine prior to the attack or other event, or if not practicable or so determined, at such place as the Emergency Board may determine.

8.5 Limitation of Liability. No officer, director or employee acting in accordance with the provisions of this Article VIII shall be liable except for willful misconduct.

8.6 Amendments; Repeal. At any meeting of the Emergency Board, the Emergency Board may modify, amend or add to the provisions of this Article VIII so as to make any provision that may be practical or necessary for the circumstances of the emergency. The provisions of this Article VIII shall be subject to repeal or change by further action of the Board or by action of the stockholders, but no such repeal or change shall modify the provisions of Section 8.5 with regard to action or omission occurring prior to the time of such repeal or change.

Exhibit 4.2

SECOND AMENDED AND RESTATED

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

WARBURG PINCUS PRIVATE EQUITY XI, L.P.,

WARBURG PINCUS XI PARTNERS, L.P.,

WP XI PARTNERS, L.P.,

WARBURG PINCUS PRIVATE EQUITY XI-B, L.P.,

WARBURG PINCUS PRIVATE EQUITY XI-C, L.P.,

GTCR FUND XI/A LP,

GTCR FUND XI/C LP,

BULL CO-INVEST, L.P.

GTCR CO-INVEST XI LP,

THE STOCKHOLDERS ON SCHEDULE A HERETO,

AND

SOTERA HEALTH COMPANY

Dated as of [●], 2020

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Amended and Restated Registration Rights Agreement (the "Agreement") is made, entered into and effective as of [•], 2020 by and among Warburg Pincus Private Equity XI, L.P., a Delaware limited partnership ("WP XI"), Warburg Pincus XI Partners, L.P., a Delaware limited partnership ("Warburg XI Partners"),WP XI Partners, L.P., a Delaware limited partnership ("WP XI Partners"), Bull Co-Invest L.P., a Delaware limited partnership ("WP Co-Invest"), Warburg Pincus Private Equity XI-B, L.P., a Delaware limited partnership ("WP XI-B"), Warburg Pincus Private Equity XI-C, L.P., a Cayman Islands exempted limited partnership ("WP XI-C", and together with WP XI, Warburg XI Partners, WP XI Partners, WP Co-Invest and WP XI-B, "WP", provided that WP Co-Invest shall cease to be included in the definition of WP at such time as Warburg Pincus LLC or an Affiliate of Warburg Pincus LLC ceases to be the managing member of, the general partner of or otherwise control WP Co-Invest),GTCR Fund XI/A LP ("GTCR XI/A"), GTCR Fund XI/C LP ("GTCR XI/C"), GTCR Co-Invest XI LP ("GTCR Co-Invest", and together with GTCR XI/A and GTCR XI/C, "GTCR"), Sotera Health Company, a Delaware corporation (the "Company"), and the stockholders of the Company set forth on Schedule A hereto.

WITNESSETH:

WHEREAS, the parties initially entered into a Registration Rights Agreement (the "Initial Agreement"), dated as of May 15, 2015, in order to set forth certain registration rights applicable to the Registrable Securities;

WHEREAS, on May 25, 2016, the parties amended and restated the Initial Agreement in its entirety (the "Existing Agreement") to provide for an additional class of equity securities as Registrable Securities;

WHEREAS, pursuant to Section 3.06 of the Existing Agreement, the parties desire to amend and restate the Existing Agreement in order to set forth certain registration rights applicable to the Registrable Securities.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Active Management Stockholder" means any Management Stockholder who (i) as of the date of this Agreement, is actively employed by, or serving as a director of, the Company or any of its Subsidiaries or (ii) was actively employed by, or serving as a director of, the Company or any of its Subsidiaries at any time in the six (6) month period immediately prior to the date of this Agreement.

"Adverse Disclosure" means public disclosure of material, non-public information that, in the Board of Directors' good faith judgment, after consultation with outside counsel to the Company, (i) would be required to be made in any Registration Statement or report filed with the SEC by the Company so that such Registration Statement or report would not be materially misleading and would not be required to be made at such time but for the filing of such Registration Statement or report; and (ii) the Company has a bona fide business purpose for not disclosing such information publicly.

"Affiliate" has the meaning specified in Rule 12b-2 under the Exchange Act; provided that no Holder shall be deemed an Affiliate of the Company or its Subsidiaries for purposes of this Agreement; provided further that portfolio companies (as such term is commonly used in the private equity industry) of a Sponsor and limited partners, non-managing members or other similar direct or indirect investors in a Sponsor shall be deemed to not be Affiliates of such Sponsor; and provided further that with respect to any Person that is a "governmental plan" within the meaning of ERISA, the other branches and departments of the applicable governments shall not be deemed to be Affiliates of such Person. The term "Affiliated" has a correlative meaning.

"Agreement" has the meaning set forth in the preamble.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or a day on which commercial banks located in New York, New York are required or authorized by law or executive order to be closed.

"Change of Control" means the occurrence of any of the following: (i) the sale, lease or transfer, in a single transaction or in a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than the Sponsors or their Affiliates or (ii) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act, or any successor provision), other than Sponsors or their Affiliates, in a single transaction or in related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of more than 50% of the Company Shares.

"Company" means Sotera Health Company, a Delaware corporation (including any of its successors by merger, acquisition, reorganization, conversion or otherwise).

"Company Public Sale" has the meaning set forth in Section 2.03(a).

"Company Share Equivalent" means securities exercisable or exchangeable for or convertible into, Company Shares.

"Company Shares" means the shares of common stock, par value $0.01 per share, of the Company or any securities resulting from any reclassification, recapitalization, exchange, stock split, stock dividend or similar transactions with respect to such shares of common stock.

"Demand Company Notice" has the meaning set forth in Section 2.01(d).

"Demand Notice" has the meaning set forth in Section 2.01(a).

"Demand Party" has the meaning set forth in Section 2.01(a).

"Demand Period" has the meaning set forth in Section 2.01(c).

"Demand Registration" has the meaning set forth in Section 2.01(a).

"Demand Registration Statement" has the meaning set forth in Section 2.01(a).

"Demand Suspension" has the meaning set forth in Section 2.01(e).

"Effectiveness Date" means the date on which the Sponsors are no longer subject to any underwriter's lock-up or other similar contractual restriction (excluding the Stockholders Agreement) on the sale of Registrable Securities, in whole or in part, in connection with an IPO.

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended, and any successor thereto, and the regulations promulgated thereunder. Any reference to a section of ERISA shall include a reference to any successor provision thereto.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Existing Agreement" has the meaning set forth in the recitals.

"FINRA" means the Financial Industry Regulatory Authority.

"Form S-1" means a registration statement on Form S-1 under the Securities Act, or any comparable or successor form or forms thereto.

"Form S-3" means a registration statement on Form S-3 under the Securities Act, or any comparable or successor form or forms thereto.

"GTCR" has the meaning set forth in the preamble.

"GTCR Co-Invest" has the meaning set forth in the preamble.

"GTCR XI/A" has the meaning set forth in the preamble.

"GTCR XI/C" has the meaning set forth in the preamble.

"Holder" means any record holder of Registrable Securities that is a party hereto or that succeeds to rights hereunder pursuant to Section 3.06.

"IPO" means the first underwritten public offering and sale of Company Shares for cash pursuant to an effective registration statement (other than on Form S-4, Form S-8 or a comparable form) under the Securities Act.

"Initial Agreement" has the meaning set forth in the recitals.

"Initiating Holder" has the meaning set forth in Section 2.02(a).

"Initiating Shelf Take-Down Holder" has the meaning set forth in Section 2.02(e).

"Issuer Free Writing Prospectus" means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities.

"Long-Form Registration" has the meaning set forth in Section 2.01(a).

"Loss" or "Losses" has the meaning set forth in Section 2.09(a).

"Majority Holder Counsel" has the meaning set forth in Section 2.08.

"Management Stockholder" has the meaning set forth in the Stockholders Agreement.

"Marketed Underwritten Offering" means any Underwritten Offering (including a Marketed Underwritten Shelf Take-Down, but, for the avoidance of doubt, not including any Shelf Take-Down that is not a Marketed Underwritten Shelf Take-Down) that involves a customary "road show" (including an "electronic road show") or other substantial marketing effort by the Company and the underwriters over a period of at least 48 hours.

"Marketed Underwritten Shelf Take-Down" has the meaning set forth in Section 2.02(e).

"Material Adverse Change" means (i) any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market in the United States (other than ordinary course limitations on hours or numbers of days of trading); (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States; (iii) a material outbreak or escalation of armed hostilities or other international or national calamity involving the United States or the declaration by the United States of a national emergency or war or an epidemic, pandemic or disease outbreak or any worsening thereof or material adverse change in national or international financial, political or economic conditions; and (iv) any event, change, circumstance or effect that is or is reasonably likely to be materially adverse to the business, properties, assets, liabilities, condition (financial or otherwise), operations, results of operations or prospects of the Company and its Subsidiaries taken as a whole.

"Participating Holder" means, with respect to any Registration, any Holder of Registrable Securities covered by the applicable Registration Statement.

"Participating Sponsor" means, with respect to any Registration, any Sponsor that is a Holder of Registrable Securities covered by the applicable Registration Statement.

"Permitted Assignee" has the meaning set forth in Section 3.06.

"Person" means any individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof or any other entity.

"Piggyback Registration" has the meaning set forth in Section 2.03(a).

"Prospectus" means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all other material incorporated by reference in such prospectus.

"Registrable Securities" means any Company Shares and any Company Share Equivalents owned as of the date of this Agreement; provided, however, that any such Registrable Securities shall cease to be Registrable Securities to the extent (i) a Registration Statement with respect to the sale of such Registrable Securities has become effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such Registration Statement, (ii) such Registrable Securities have been distributed pursuant to Rule 144 or Rule 145 of the Securities Act (or any successor rule) and new certificates for them not bearing a legend restricting transfer shall have been delivered by the Company, (iii) such Registrable Securities shall have been otherwise transferred and new certificates for them not bearing a legend restricting transfer shall have been delivered by the Company and such securities may be publicly resold without Registration under the Securities Act, (iv) a Registration Statement on Form S-8 (or any successor form) covering such securities is effective, (v) in the case of a Holder who is not a Sponsor or an affiliate (as such term is defined in Rule 12b-2 under the Exchange Act) of the Company, all remaining Registrable Securities held by such Holder may immediately be sold under Rule 144 (or any similar provision then in force) under the Securities Act and without any volume or manner of sale restrictions or (vi) such security ceases to be outstanding. For the avoidance of doubt, it is understood that, (i) Registrable Securities include any Company Shares or Company Share Equivalents that are held by a Holder as of the date of this Agreement subject to vesting conditions, provided that all vesting conditions must be satisfied and such Registrable Securities vested prior to sale pursuant to this Agreement, and (ii) with respect to any Registrable Securities for which a Holder holds vested but unexercised options or other Company Share Equivalents at such time exercisable for, convertible into or exchangeable for Company Shares, to the extent that such Registrable Securities are to be sold pursuant to this Agreement, such Holder must exercise the relevant option or exercise, convert or exchange such other relevant Company Share Equivalent and transfer the underlying Registrable Securities (in each case, net of any amounts required to be withheld by the Company in connection with such exercise).

"Registration" means a registration with the SEC of the Company's securities for offer and sale to the public under a Registration Statement. The term "Register" shall have a correlative meaning.

"Registration Eligible Shares" means, which respect to a Management Stockholder or any other Stockholder (other than the Sponsors), a number of Registrable Securities equal to the product of (i) the number of Registrable Securities then owned by such Management Stockholder or other Stockholder multiplied by (ii) a fraction, the numerator of which is the number of Registrable Securities sold by the Sponsors in such Registration and the denominator of which is the total number of Registrable Securities held by the Sponsors immediately prior to such Registration.

"Registration Expenses" has the meaning set forth in Section 2.08.

"Registration Statement" means any registration statement of the Company that covers Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement; provided, however, that the "Registration Statement" without reference to a time includes such Registration Statement as amended by any post-effective amendments as of the time of first contract of sale for the Registrable Securities.

"Representatives" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person associated with, or acting on behalf of, such Person.

"Rule 144" means Rule 144 (or any successor provisions) under the Securities Act.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Shelf Holder" has the meaning set forth in Section 2.02(c).

"Shelf Notice" has the meaning set forth in Section 2.02(a).

"Shelf Period" has the meaning set forth in Section 2.02(b).

"Shelf Registration" means a Registration effected pursuant to Section 2.02.

"Shelf Registration Statement" means a Registration Statement of the Company filed with the SEC on either (i) Form S-3 (or any successor form or other appropriate form under the Securities Act) or (ii) if the Company is not permitted to file a Registration Statement on

Form S-3, an evergreen Registration Statement on Form S-1 (or any successor form or other appropriate form under the Securities Act), in each case for an offering to be made on a continuous basis pursuant to Rule 415 (or any successor provision) under the Securities Act covering all or any portion of the Registrable Securities, as applicable.

"Shelf Suspension" has the meaning set forth in Section 2.02(d).

"Shelf Take-Down" has the meaning set forth in Section 2.02(e).

"Shelf Take-Down Notice" has the meaning set forth in Section 2.02(e).

"Short-Form Registration" has the meaning set forth in Section 2.01(a).

"Special Registration" has the meaning set forth in Section 2.12.

"Sponsors" means (i) GTCR XI/A, GTCR XI/C, GTCR Co-Invest, any successor funds thereto, and their respective Affiliates that are direct or indirect equity investors in the Company, considered together and (ii) WP XI, Warburg XI Partners, WP XI Partners, WP XI-B, WP XI-C and WP Co-Invest (provided that WP Co-Invest shall cease to be included in the definition of Sponsor at such time as Warburg Pincus LLC or an Affiliate of Warburg Pincus LLC ceases to be the managing member of, the general partner of or otherwise control WP Co-Invest) any successor funds thereto, and their respective Affiliates that are direct or indirect equity investors in the Company, considered together (excluding, for the avoidance of doubt, with respect to clauses (i) and (ii), any Management Stockholder).

"Sponsor Underwritten Offering" has the meaning set forth in Section 2.12.

"Stockholder" has the meaning set forth in the Stockholders Agreement.

"Stockholders Agreement" means the Stockholders Agreement, dated as of [the date hereof], as amended, modified or supplemented from time to time in accordance with its terms, by and among the Company and the stockholders of the Company party thereto.

"Subsidiary" means, with respect to any Person, any entity of which (i) a majority of the total voting power of shares of stock or equivalent ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or other members of the applicable governing body thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if no such governing body exists at such entity, a majority of the total voting power of shares of stock or equivalent ownership interests of the entity is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated (or has the right to be allocated, through membership interests, partnership interests or otherwise) a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing member or general partner of such limited liability company, partnership, association or other business entity.

"Underwritten Offering" means a Registration in which securities of the Company are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

"Underwritten Shelf Take-Down" has the meaning set forth in Section 2.02(e).

"Underwritten Shelf Take-Down Notice" has the meaning set forth in Section 2.02(e).

"Warburg XI Partners" has the meaning set forth in the preamble.

"WP" has the meaning set forth in the preamble.

"WP Co-Invest" has the meaning set forth in the preamble.

"WP XI" has the meaning set forth in the preamble.

"WP XI-B" has the meaning set forth in the preamble.

"WP XI-C" has the meaning set forth in the preamble.

"WP XI Partners" has the meaning set forth in the preamble.

SECTION 1.02. Other Interpretive Provisions. (a) In this Agreement, except as otherwise provided:

(i) A reference to an Article, Section, Schedule or Exhibit is a reference to an Article or Section of, or Schedule or Exhibit to, this Agreement, and references to this Agreement include any recital in or Schedule or Exhibit to this Agreement.

(ii) The Schedules and Exhibits form an integral part of and are hereby incorporated by reference into this Agreement.

(iii) Headings and the Table of Contents are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

(iv) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa, and words importing persons include corporations, associations, partnerships, joint ventures and limited liability companies and vice versa.

(v) Unless the context otherwise requires, the words "hereof" and "herein," and words of similar meaning refer to this Agreement as a whole and not to any particular Article, Section or clause. The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

(vi) A reference to any legislation or to any provision of any legislation shall include any successor legislation and any amendment, modification or re-enactment thereof and any legislative provision substituted therefor.

(vii) All determinations to be made by WP or any Sponsor hereunder may be made by such Person in its sole discretion, and such Person may determine, in its sole discretion, whether or not to take actions that are permitted, but not required, by this Agreement to be taken by such Person, including the giving of consents required hereunder.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intention or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

ARTICLE II

REGISTRATION RIGHTS

SECTION 2.01. Demand Registration.

(a) Demand by Sponsor. At or after the Effectiveness Date, if there is no currently effective Shelf Registration Statement on file with the SEC, then either Sponsor (such Sponsor, a "Demand Party") may, subject to Section 2.11, make a written request (a "Demand Notice") to the Company for Registration of all or part of the Registrable Securities held by such Demand Party (i) on Form S-1 (a "Long-Form Registration") or (ii) on Form S-3 (a "Short-Form Registration") if the Company qualifies to use such short form for the Registration of such Registrable Securities on behalf of the Sponsors (any such requested Long-Form Registration or Short-Form Registration, a "Demand Registration"). Each Demand Notice shall specify the kind and aggregate amount of Registrable Securities of the Demand Party to be registered and the intended methods of disposition thereof. Subject to Section 2.11, after delivery of such Demand Notice, the Company (x) shall file promptly (and, in any event, within (i) ninety (90) days in the case of a request for a Long-Form Registration or (ii) thirty (30) days in the case of a request for a Short-Form Registration, in each case, following delivery of such Demand Notice) with the SEC a Registration Statement relating to such Demand Registration (a "Demand Registration Statement") (provided, however, that if a Demand Notice is delivered prior to the Effectiveness Date, the Company shall not be obligated to file (but shall be obligated to prepare) such Demand Registration Statement prior to the Effectiveness Date), and (y) shall use its reasonable best efforts to cause such Demand Registration Statement to promptly become effective under the Securities Act and to qualify under the "Blue Sky" laws of such jurisdictions as any Participating Holder or any underwriter, if any, reasonably requests.

(b) Demand Withdrawal. A Demand Party may withdraw its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Demand Registration Statement. Upon delivery of a notice by the Demand Party to such effect, the Company may elect to cease all efforts to secure effectiveness of the applicable Demand Registration Statement, and such Registration nonetheless shall be deemed a Demand Registration with respect to such Demand Party for purposes of Section 2.11 unless (i) such Demand Party shall have paid or reimbursed the Company for its pro rata share of all reasonable and documented out-of-pocket fees and expenses incurred by the Company in connection with

the Registration of such withdrawn Registrable Securities (based on the number of securities the Demand Party sought to register, as compared to the total number of securities included (or proposed to be included) on such Demand Registration Statement) or (ii) the withdrawal is made (A) following the occurrence of a Material Adverse Change, (B) because the Registration would require the Company to make an Adverse Disclosure, (C) if, as of the date of such withdrawal, the per share stock price of the Company Shares has declined by fifteen percent (15)% or more as compared to the closing per share stock price of the Company Shares on the date of the delivery of the Demand Notice with respect to such Demand Registration or (D) as a result of the application of Section 2.01(h), the number of Company Shares such Demand Party is permitted to sell in such Demand Registration is thirty percent (30)% fewer than the number that such Demand Party specified in the applicable Demand Notice. In addition, any other Holder that has requested its Registrable Securities be included in a Demand Registration pursuant to Section 2.01(d) may withdraw its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Demand Registration Statement.

(c) Effective Registration. The Company shall be deemed to have effected a Demand Registration with respect to the applicable Demand Party for purposes of Section 2.11 if the Demand Registration Statement becomes effective by the SEC and remains effective for not less than one hundred eighty (180) days (or such shorter period as shall terminate when all Registrable Securities covered by such Registration Statement have been sold or withdrawn), or if such Registration Statement relates to an Underwritten Offering, such longer period as, in the opinion of counsel for the underwriter or underwriters, a Prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer (the applicable period, the "Demand Period"). No Demand Registration shall be deemed to have been effected for purposes of Section 2.11 if (i) during the Demand Period such Registration or the successful completion of the relevant sale is prevented by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court or (ii) the conditions to closing specified in the underwriting agreement, if any, entered into in connection with such Registration are not satisfied other than by reason of a wrongful act, misrepresentation or breach of such applicable underwriting agreement by the Demand Party.

(d) Demand Company Notice. Subject to Section 2.11, promptly upon receipt of any Demand Notice (but in no event more than five (5) Business Days thereafter), the Company shall deliver a written notice (a "Demand Company Notice") of any such Registration request to the other Sponsor and the Company shall include in such Demand Registration, all such Registrable Securities of such other Sponsor that the Company has received a written request for inclusion therein within ten (10) Business Days after such written notice is delivered to such other Sponsor. Promptly after receipt of any such written request by the other Sponsor (but in no event more than ten (10) Business Days after delivery of the Demand Notice), the Company shall deliver a written notice of such Demand Notice to all Holders other than the Sponsors (which notice shall specify the Registration Eligible Shares applicable to such Demand Registration), and the Company shall include in such Demand Registration all such Registrable Securities of such Holders; provided, that the Company shall not include in such Demand Registration, Registrable Securities of any Holder (other than a Sponsor) in an amount in excess of such Holder's Registration Eligible Shares. All requests made pursuant to this Section 2.01(d) shall specify the kind and the aggregate amount of Registrable Securities of such Holder to be registered.

(e) Delay in Filing; Suspension of Registration. If the Company shall furnish to the Participating Holders a certificate signed by the chief executive officer, chief financial officer or chief legal officer of the Company stating that the filing, initial effectiveness or continued use of a Demand Registration Statement would require the Company to make an Adverse Disclosure, then the Company may delay the filing (but not the preparation of) or initial effectiveness of, or suspend use of, the Demand Registration Statement (a "Demand Suspension"); provided, however, that the Company, unless otherwise approved in writing by both of the Sponsors, shall not be permitted to exercise aggregate Demand Suspensions and Shelf Suspensions for more than twenty (20) Business Days during any three (3) month period, or for more than an aggregate of ninety (90) Business Days during any twelve (12) -month period; provided further that in the event of a Demand Suspension, such Demand Suspension shall terminate at such earlier time as the Company would no longer be required to make any Adverse Disclosure. Each Participating Holder shall keep confidential the fact that a Demand Suspension is in effect, the certificate referred to above and its contents unless and until otherwise notified by the Company, except (A) disclosure to such Holder's Affiliates, and its and their respective employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are disclosed by the Company or any of its Subsidiaries or any other Person on a non-confidential basis without breach of any confidentiality obligations by such disclosing party, (D) disclosures that are necessary to comply with any law, rule or regulation, including formal and informal investigations or requests from any regulatory authority, (E) disclosures to potential limited partners or investors of a Holder who have agreed to keep such information confidential and (F) disclosures to potential transferees of a Holder's Registrable Securities who have agreed to keep such information confidential. In the case of a Demand Suspension, the Holders agree to suspend use of the applicable Prospectus and any Issuer Free Writing Prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the notice referred to above. The Company shall promptly notify the Holders upon the termination of any Demand Suspension, amend or supplement the Prospectus and any Issuer Free Writing Prospectus, if necessary, so it does not contain any untrue statement or omission and furnish to the Holders such numbers of copies of the Prospectus and any Issuer Free Writing Prospectus as so amended or supplemented as the Holders may reasonably request. In the event the Company shall give to the Participating Holders a certificate referred to above, the period during which the applicable Demand Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such certificate to and including the date when each seller of Registrable Securities covered by such Demand Registration Statement either receives the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus or is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus may be resumed.

(f) Amendments and Supplements to Demand Registration Statement. The Company agrees, if necessary, to supplement or make amendments to the Demand Registration Statement if required by the registration form used by the Company for the applicable Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder, or as may reasonably be requested by any Sponsor.

(g) Underwritten Offering. If the Demand Party so requests, an offering of Registrable Securities pursuant to a Demand Registration shall be in the form of an Underwritten Offering, and such Demand Party shall have the right to select the managing underwriter or underwriters to administer the offering; provided that such managing underwriter or underwriters shall be reasonably acceptable to the Company and the other Participating Sponsor (if any). If the Demand Party intends to sell the Registrable Securities covered by its demand by means of an Underwritten Offering, such Demand Party shall so advise the Company as part of its Demand Notice, and the Company shall include such information in the Demand Company Notice.

(h) Priority of Securities Registered Pursuant to Demand Registrations. If the managing underwriter or underwriters of a proposed Underwritten Offering of the Registrable Securities included in a Demand Registration advise the Board of Directors in writing that, in its or their opinion, the number of securities requested to be included in such Demand Registration exceeds the number that can be sold in such offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, the securities to be included in such Demand Registration shall be allocated (i) first, pro rata among the Holders (including the Sponsors, the Management Stockholders and any other Stockholders, as applicable) that have requested to participate in such Demand Registration based on the relative number of Registrable Securities then held by each such Holder; provided that any securities thereby allocated to a Holder that exceed such Holder's request shall be reallocated among the remaining requesting Holders in a like manner; provided further that a Sponsor may freely re-allocate any number of Registrable Securities held by such Sponsor (or any of its Affiliates and Permitted Assignees) that may be included in such Demand Registration to any of its Affiliates (or any of their respective Permitted Assignees) for purposes of determining the pro rata allocation of the securities to be included in such Demand Registration, (ii) second, and only if all the securities referred to in clause (i) have been included in such Registration, to the Company up to the number of securities that the Company proposes to include in such Registration that, in the opinion of the managing underwriter or underwriters, can be sold without having such adverse effect and (iii) third, and only if all of the securities referred to in clause (ii) have been included in such Registration, to those Persons holding any other securities eligible for inclusion in such Registration, up to the number of securities that in the opinion of the managing underwriter or underwriters, can be sold without having such adverse effect.

SECTION 2.02. Shelf Registration.

(a) Filing. At or after the first anniversary of the IPO, either Sponsor (such Sponsor, the "Initiating Holder") may, subject to Section 2.11, make a written request (a "Shelf Notice") to the Company to file a Shelf Registration Statement, which Shelf Notice shall specify the kind and the aggregate amount of Registrable Securities of the Initiating Holder to be registered therein and the intended methods of distribution thereof. Following the delivery of a Shelf Notice, the Company (x) shall file promptly (and, in any event, within (i) ninety (90) days, if the Company does not qualify to effect a Short-Form Registration, a Long-Form Registration

or (ii) thirty (30) days, if the Company qualifies to effect a Short-Form Registration, a Short-Form Registration, in each case, following delivery of such Shelf Notice) with the SEC such Shelf Registration Statement (which shall be an automatic Shelf Registration Statement if the Company qualifies at such time to file such a Shelf Registration Statement) relating to the offer and sale of all Registrable Securities requested for inclusion therein by the Initiating Holder and, to the extent requested under Section 2.02(c), the other Holders, in each case from time to time in accordance with the methods of distribution elected by such Holders (to the extent permitted in this Section 2.02) (provided, however, that if a Shelf Notice is delivered prior to the Effectiveness Date, the Company shall not be obligated to file (but shall be obligated to prepare) such Shelf Registration Statement prior to the Effectiveness Date) and (y) shall use its reasonable best efforts to cause such Shelf Registration Statement promptly to become effective under the Securities Act. If, on the date of any such request, the Company does not qualify to file a Shelf Registration Statement under the Securities Act, the provisions of this Section 2.02 shall not apply, and the provisions of Section 2.01 shall apply instead.

(b) Continued Effectiveness. The Company shall use its reasonable best efforts to keep any Shelf Registration Statement filed pursuant to Section 2.02(a) continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable in connection with any Shelf Take-Down, subject to Section 2.02(d), until the earliest of (i) the date as of which all Registrable Securities have been sold pursuant to the Shelf Registration Statement or another Registration Statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(3) of the Securities Act and Rule 174 thereunder), (ii) the date as of which each of the Shelf Holders is permitted to sell all of its Registrable Securities without Registration pursuant to Rule 144 without volume limitation or other restrictions on transfer thereunder and (iii) such shorter period as the Participating Sponsors with respect to such Shelf Registration shall agree in writing (such period of effectiveness, the "Shelf Period"). Subject to Section 2.02(d), the Company shall not be deemed to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the Shelf Period if the Company voluntarily takes any action or omits to take any action that would result in Shelf Holders not being able to offer and sell Registrable Securities pursuant to such Shelf Registration Statement during the Shelf Period, unless such action or omission is (x) a Shelf Suspension permitted pursuant to Section 2.02(d) or (y) required by applicable law, rule or regulation.

(c) Company Notices. Promptly upon receipt of any Shelf Notice pursuant to Section 2.02(a) (but in no event more than five (5) Business Days thereafter), the Company shall deliver a written notice of such Shelf Notice to the other Sponsor and the Company shall include in such Shelf Registration all such Registrable Securities of such other Sponsor which the Company has received a written request for inclusion therein within five (5) Business Days after such written notice is delivered to such other Sponsor. Promptly after receipt of any such written request by the other Sponsor (but in no event more than ten (10) Business Days after delivery of the Shelf Notice), the Company shall deliver a written notice of such Shelf Notice to all Holders other than the Sponsors (which notice shall specify the Registration Eligible Shares applicable to such Shelf Registration), and the Company shall include in such Shelf Registration all such Registrable Securities of such Holders which the Company has received written requests for inclusion therein within five (5) Business Days after such written notice is delivered to such Holders (each such Holder delivering such a request and the other Sponsor if a Participating

Sponsor, together with the Initiating Holder, a "Shelf Holder," provided that the Company shall not include in such Shelf Registration Registrable Securities of any Holder (other than a Sponsor) in an amount in excess of such Holder's Registration Eligible Shares. If the Company is permitted by applicable law, rule or regulation to add selling stockholders to a Shelf Registration Statement without filing a post-effective amendment, a Holder may request the inclusion of an amount of such Holder's Registrable Securities not to exceed such Holder's Registration Eligible Shares in such Shelf Registration Statement at any time or from time to time after the filing of a Shelf Registration Statement, and the Company shall add such Registrable Securities to the Shelf Registration Statement as promptly as reasonably practicable, and such Holder shall be deemed a Shelf Holder.

(d) Suspension of Registration. If the Company shall furnish to the Shelf Holders a certificate signed by the chief executive officer, chief financial officer or chief legal officer of the Company stating that the filing, amendment or continued use of a Shelf Registration Statement would require the Company to make an Adverse Disclosure, then the Company may suspend use of the Shelf Registration Statement (a "Shelf Suspension"); provided, however, that the Company, unless otherwise approved in writing by the Sponsors, shall not be permitted to exercise aggregate Demand Suspensions and Shelf Suspensions for more than thirty (30) days during any three (3) month period, or for more than an aggregate of ninety (90) days during any twelve (12)-month period; provided further that in the event of a Shelf Suspension, such Shelf Suspension shall terminate at such earlier time as the Company would no longer be required to make any Adverse Disclosure. Each Shelf Holder shall keep confidential the fact that a Shelf Suspension is in effect, the certificate referred to above and its contents unless and until otherwise notified by the Company, except (A) for disclosure to such Shelf Holder's Affiliates, and its and their respective employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are disclosed by the Company or any of its Subsidiaries or any other Person on a non-confidential basis without breach of any confidentiality obligations by such disclosing party, (D) for disclosures that are necessary to comply with any law, rule or regulation, including formal and informal investigations or requests from any regulatory authority, (E) for disclosures to potential limited partners or investors of a Shelf Holder who have agreed to keep such information confidential and (F) for disclosures to potential transferees of a Shelf Holder's Registrable Securities who have agreed to keep such information confidential. In the case of a Shelf Suspension, the Holders agree to suspend use of the applicable Prospectus and any Issuer Free Writing Prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the notice referred to above. The Company shall promptly notify the Holders upon the termination of any Shelf Suspension, amend or supplement the Prospectus and any Issuer Free Writing Prospectus, if necessary, so it does not contain any untrue statement or omission and furnish to the Shelf Holders such numbers of copies of the Prospectus and any Issuer Free Writing Prospectus as so amended or supplemented as the Shelf Holders may reasonably request. The Company agrees, if necessary, to supplement or make amendments to the Shelf Registration Statement if required by the registration form used by the Company for the applicable Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder, or as may reasonably be requested by any Sponsor.

(e) Shelf Take-Downs.

(i) If at any time that a Shelf Registration Statement covering Registrable Securities pursuant to this Section 2.02 is effective, either Sponsor (the "Initiating Shelf Take-Down Holder") delivers a notice to the Issuer (a "Shelf Take-Down Notice") stating that it intends to effect an offering (a "Shelf Take-Down") of all or a portion of its Registrable Securities included by it on the Shelf Registration Statement and stating the number of Registrable Securities to be included in such Shelf Take-Down, then the Issuer shall amend or supplement the Shelf Registration Statement and take such other action as may be reasonably necessary to facilitate the sale of such Registrable Securities pursuant to such Shelf-Takedown. Except as set forth in Section 2.02(e)(iii) with respect to Marketed Underwritten Shelf Take-Downs, each such Initiating Shelf Take-Down Holder shall not be required to permit the offer and sale of Registrable Securities by other Shelf Holders in connection with any such Shelf Take-Down initiated by such Initiating Shelf Take-Down Holder;

(ii) Subject to Section 2.11(c), if such Initiating Shelf Take-Down Holder elects by written request to the Company, a Shelf Take-Down shall be in the form of an Underwritten Offering (each, an "Underwritten Shelf Take-Down") (such written request, an "Underwritten Shelf Take-Down Notice") and the Company shall amend or supplement the Shelf Registration Statement for such purpose as soon as practicable. Such Initiating Shelf Take-Down Holder shall have the right to select the managing underwriter or underwriters to administer such offering; provided that such managing underwriter or underwriters shall be reasonably acceptable to the Company and the other Sponsor if such other Sponsor is permitted to, and proposes to, sell Registrable Securities pursuant to such Shelf Take-Down.

(iii) If the plan of distribution set forth in any Underwritten Shelf Take-Down Notice includes a customary "road show" (including an "electronic road show") or other substantial marketing effort by the Company and the underwriters over a period expected to exceed forty-eight (48) hours (a "Marketed Underwritten Shelf Take-Down"), promptly upon delivery of such Underwritten Shelf Take-Down Notice (but in no event more than three (3) Business Days thereafter), the Company shall promptly deliver a written notice (a "Marketed Underwritten Shelf Take-Down Notice") of such Marketed Underwritten Shelf Take-Down to all Shelf Holders (other than the Initiating Shelf Take-Down Holder), and the Company shall include in such Marketed Underwritten Shelf Take-Down all such Registrable Securities of such Shelf Holders that are Registered on such Shelf Registration Statement for which the Company has received written requests, which requests must specify the aggregate amount of such Registrable Securities of such Holder to be offered and sold pursuant to such Marketed Underwritten Shelf Take-Down, for inclusion therein within three (3) Business Days after the date that such Marketed Underwritten Shelf Take-Down Notice has been delivered; provided that the Company shall not include in any Marketed Underwritten Shelf Take-Down Registrable Securities of any Holder (other than a Sponsor) in an amount in excess of such Holder's Registration Eligible Shares.

(iv) The provisions of Section 2.01(h) shall apply to any Marketed Underwritten Offering pursuant to this Section 2.02(e) notwithstanding that Section 2.01(h) refers to Demand Registrations.

(f) If the Issuer files any Shelf Registration Statement, the Issuer agrees that it shall include in such Shelf Registration Statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the Holders may be added to such Shelf Registration Statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment.

SECTION 2.03. Piggyback Registration.

(a) Participation. If the Company at any time proposes to file a registration statement with respect to any offering of its equity securities for its own account or for the account of any other Persons (other than (i) a Registration under Section 2.01 or Section 2.02, it being understood that this clause (i) does not limit the rights of Holders to make written requests pursuant to Section 2.01 or Section 2.02 or the right of the Holders to request that their Registrable Securities be included in any Registration under Section 2.01 or Section 2.02 or otherwise limit the applicability thereof, (ii) a Registration Statement on Form S-4 or S-8 (or such other similar successor forms then in effect under the Securities Act), (iii) a registration of securities solely relating to an offering and sale to employees, directors or consultants of the Company or its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement, (iv) a registration not otherwise covered by clause (ii) above pursuant to which the Company is offering to exchange its own securities for other securities, (v) a Registration Statement relating solely to dividend reinvestment or similar plans, or (vi) a Shelf Registration Statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any of its Subsidiaries that are convertible or exchangeable for Company Shares and that are initially issued pursuant to Rule 144A and/or Regulation S (or any successor provisions) of the Securities Act may resell such notes and sell the Company Shares into which such notes may be converted or exchanged) (a "Company Public Sale"), then, (A) as soon as practicable (but in no event less than thirty (30) days prior to the proposed date of filing of such Registration Statement), the Company shall give written notice of such proposed filing to the Sponsors, and such notice shall offer each Sponsor the opportunity to Register under such Registration Statement such number of Registrable Securities as such Sponsor may request in writing delivered to the Company within ten (10) days of delivery of such written notice by the Company, and (B) subject to Section 2.03(c), as soon as practicable after the expiration of such ten (10) days period (but in no event less than fifteen (15) days prior to the proposed date of filing of such Registration Statement), the Company shall give written notice of such proposed filing to the Holders (other than the Sponsors), and such notice shall offer each such Holder the opportunity to Register under such Registration Statement such number of Registrable Securities as such Holder may request in writing within ten (10) days of delivery of such written notice by the Company. Subject to Section 2.03(b) and (c), the Company shall include in such Registration Statement all such Registrable Securities that are requested by Holders to be

included therein in compliance with the immediately foregoing sentence (a "Piggyback Registration"); provided that the Company shall not include in any Piggyback Registration Registrable Securities of any Holder (other than a Sponsor) in an amount in excess of such Holder's Registration Eligible Shares; provided further that if at any time after giving written notice of its intention to Register any equity securities and prior to the effective date of the Registration Statement filed in connection with such Piggyback Registration, the Company shall determine for any reason not to Register or to delay Registration of the equity securities covered by such Piggyback Registration, the Company shall give written notice of such determination to each Holder that had requested to Register its, his or her Registrable Securities in such Registration Statement and, thereupon, (1) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration (but not from its obligation to pay the Registration Expenses in connection therewith), without prejudice, however, to the rights of the Sponsors to request that such Registration be effected as a Demand Registration under Section 2.01, and (2) in the case of a determination to delay Registering, in the absence of a request by the Sponsors to request that such Registration be effected as a Demand Registration under Section 2.01, shall be permitted to delay Registering any Registrable Securities, for the same period as the delay in Registering the other equity securities covered by such Piggyback Registration. If any offering pursuant to such Registration Statement is to be underwritten, the Company shall so advise the Holders as a part of the written notice given pursuant this Section 2.03(a), and each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) may, and the Company shall make such arrangements with the managing underwriter or underwriters so that each such Holder may, participate in such Underwritten Offering, subject to the conditions of Section 2.03(b) and (c). If any offering pursuant to such Registration Statement is to be on any other basis, the Company shall so advise the Holders as part of the written notice given pursuant to this Section 2.03(a), and each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) may, and the Company shall make such arrangements so that each such Holder may, participate in such offering on such basis, subject to the conditions of Section 2.03(b) and (c). Each Holder shall be permitted to withdraw all or part of its Registrable Securities from a Piggyback Registration at any time prior to the pricing of the offering; provided, that such withdrawal shall be irrevocable and, after making such withdrawal, a Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration as to which such withdrawal was made.

(b) Priority of Piggyback Registration. If the managing underwriter or underwriters of any proposed Underwritten Offering of Registrable Securities included in a Piggyback Registration informs the Company and the Holders that have requested to participate in such Piggyback Registration in writing that, in its or their opinion, the number of securities which the Company, such Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Registration shall be (i) first, 100% of the securities that the Company or (subject to Section 2.07) any Person (other than a Holder) exercising a contractual right to demand Registration, as the case may be, proposes to sell, and (ii) second, and only if all the securities referred to in clause (i) have been included, the number of Registrable Securities that, in the opinion of such managing underwriter or underwriters, can be sold without having such adverse effect in such Registration, with such number to be

allocated pro rata among such Holders (including any Sponsor so long as such Sponsor is a Holder and including any Stockholder other than a Sponsor so long as such other Stockholder is a Holder eligible to participate in such Registration pursuant to the terms hereof) that have requested to participate in such Registration based on the relative number of Registrable Securities then held by each such Holder; provided that any securities thereby allocated to a Holder that exceed such Holder's request shall be reallocated among the remaining requesting Holders in like manner; provided further that a Sponsor may freely re-allocate any number of Registrable Securities held by such Sponsor (or any of its Affiliates and Permitted Assignees) that may be included in such Registration to any of its Affiliates (or any of their respective Permitted Assignees) for purposes of determining the pro rata allocation of the securities to be included in such Registration and (iii) third, and only if all of the Registrable Securities referred to in clause (ii) have been included in such Registration, the number of any other securities eligible for inclusion in such Registration that, in the opinion of the managing underwriter or underwriters, can be sold without having such adverse effect in such Registration.

(c) Restrictions on Certain Holders. Notwithstanding any provisions contained herein to the contrary, Holders, other than (i) the Sponsors and (ii) Management Stockholders who are actively employed by the Company or any of its Subsidiaries on the date such Management Stockholder exercises his/her right to a Piggyback Registration, shall not be able to exercise the right to a Piggyback Registration except in compliance with Section 2.03 and unless such Registration is a Marketed Underwritten Offering and both Sponsors consent.

(d) No Effect on Demand Registrations. No Registration of Registrable Securities effected pursuant to a request under this Section 2.03 shall be deemed to have been effected pursuant to Section 2.01 or Section 2.02or shall relieve the Company of its obligations under Section 2.01 or Section 2.02.

SECTION 2.04. Black-out Periods.

(a) Black-out Periods for Holders. In the event of any Company Public Sale of the Company's equity securities in an Underwritten Offering, each of the Holders agree, if requested by the managing underwriter or underwriters in such Underwritten Offering (and only if each Sponsor agrees to such request), subject to customary exceptions, not to (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Company Shares (including Company Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the SEC and Company Shares that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Company Shares, (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Company Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Company Shares or other securities, in cash or otherwise, (3) make any demand for or exercise any right or cause to be filed a Registration Statement, including any amendments thereto, with respect to the registration of any Company Shares or securities convertible into or exercisable or exchangeable for Company Shares or any other securities of the Company unless such Holder agrees that such Registration Statement or amendment thereto need not be filed until the expiration of the period described in this Section 2.04 or (4) publicly

disclose the intention to do any of the foregoing, in each case, during the period beginning seven (7) days before and ending ninety (90) days (in the event of any Company Public Sale) (or such other period as may be reasonably requested by the Company or the managing underwriter or underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in the FINRA rules or any successor provisions or amendments thereto) after the date of the underwriting agreement entered into in connection with such Company Public Sale, to the extent timely notified in writing by the Company or the managing underwriter or underwriters. If requested by the managing underwriter or underwriters of any such Company Public Sale (and only if each Sponsor agrees to such request), each Holder shall execute a separate agreement to the foregoing effect. The Company may impose stop-transfer instructions with respect to the Company Shares (or other securities) subject to the foregoing restriction until the end of the period referenced above.

(b) Black-out Period for the Company and Others. In the case of an offering of Registrable Securities pursuant to Section 2.01 or Section 2.02 that is a Marketed Underwritten Offering, the Company and each of the Holders agree, if requested by a Participating Sponsor or the managing underwriter or underwriters with respect to such Marketed Underwritten Offering, subject to customary exceptions, not to (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Company Shares (including Company Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the SEC and Company Shares that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Company Shares, (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Company Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Company Shares or other securities, in cash or otherwise, (3) make any demand for or exercise any right or cause to be filed a Registration Statement, including any amendments thereto, with respect to the registration of any Company Shares or securities convertible into or exercisable or exchangeable for Company Shares or any other securities of the Company unless such Holder agrees that such Registration Statement or amendment thereto need not be filed until the expiration of the period described in this Section 2.04 or (4) publicly disclose the intention to do any of the foregoing, in each case, during the period beginning seven (7) days before, and ending ninety (90) days (or such lesser period as may be agreed by a Participating Sponsor or, if applicable, the managing underwriter or underwriters) (or such other period as may be reasonably requested by a Participating Sponsor or the managing underwriter or underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in the FINRA rules or any successor provisions or amendments thereto) after, the date of the underwriting agreement entered into in connection with such Marketed Underwritten Offering, to the extent timely notified in writing by a Participating Sponsor or the managing underwriter or underwriters, as the case may be. Notwithstanding the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to Registrations on Form S-4 or S-8 or any successor form to such Forms, as part of any Registration of securities for offering and sale to employees, directors or consultants of the

Company and its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement, any other registration pursuant to which the Company is offering to exchange its own securities for other securities or a Registration Statement related solely to dividend reinvestment or similar plan. The Company agrees to use its reasonable best efforts to obtain from each holder of restricted securities of the Company which securities are the same as or similar to the Registrable Securities being Registered, or any restricted securities convertible into or exchangeable or exercisable for any of such securities, an agreement not to effect any public sale or distribution of such securities during any such period referred to in this paragraph, except as part of any such Registration, if permitted. Without limiting the foregoing (but subject to Section 2.07), if after the date hereof the Company grants any Person (other than a Holder) any rights to demand or participate in a Registration, the Company agrees that the agreement with respect thereto shall include such Person's agreement to comply with any black-out period required by this Section as if it were a Holder hereunder. If requested by the managing underwriter or underwriters of any such Marketed Underwritten Offering, the Holders shall execute a separate agreement to the foregoing effect. The Company may impose stop-transfer instructions with respect to the Company Shares (or other securities) subject to the foregoing restriction until the end of the period referenced above.

SECTION 2.05. Registration Procedures.

(a) In connection with the Company's Registration obligations under Section 2.01, Section 2.02, and Section 2.03 and subject to the applicable terms and conditions set forth therein, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall:

(i) prepare the required Registration Statement including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing a Registration Statement, Prospectus or any Issuer Free Writing Prospectus, or any amendments or supplements thereto, (x) furnish to the underwriters, if any, and the Participating Sponsors, if any, copies of all such documents, which documents shall be subject to the review of such underwriters and the Participating Sponsors and their respective counsel and (y) except in the case of a Registration under Section 2.03, not file any Registration Statement or Prospectus or amendments or supplements thereto to or use any Issuer Free Writing Prospectus to which either Participating Sponsor or the underwriters, if any, shall reasonably object;

(ii) as promptly as practicable file with the SEC a Registration Statement relating to the Registrable Securities including all exhibits and financial statements required by the SEC to be filed therewith, and use its reasonable best efforts to cause such Registration Statement to become effective under the Securities Act as soon as practicable;

(iii) prepare and file with the SEC such pre- and post-effective amendments to such Registration Statement, supplements to the Prospectus and such amendments or supplements to any Issuer Free Writing Prospectus as may be (x) reasonably requested by

any Participating Sponsor, (y) reasonably requested by any other Participating Holder (to the extent such request relates to information relating to such Holder), or (z) necessary to keep such Registration effective for the period of time required by this Agreement, and comply with provisions of the applicable securities laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iv) notify the Participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable Prospectus or Issuer Free Writing Prospectus or any amendment or supplement thereto has been filed, (B) of any written comments by the SEC or any request by the SEC or any other federal or state governmental authority for amendments or supplements to such Registration Statement, Prospectus or Issuer Free Writing Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final Prospectus or any Issuer Free Writing Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction and (F) of the receipt by the Company of any notification with respect to the initiation or threatening of any proceeding for the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction;

(v) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, when the Company becomes aware of the happening of any event as a result of which the applicable Registration Statement, the Prospectus included in such Registration Statement (as then in effect) or any Issuer Free Writing Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus, any preliminary Prospectus or any Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement, Prospectus or Issuer Free Writing Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Participating Holders and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement, Prospectus or Issuer Free Writing Prospectus which shall correct such misstatement or omission or effect such compliance;

(vi) use its reasonable best efforts to prevent, or obtain the withdrawal of, any stop order or other order suspending the use of any preliminary or final Prospectus or any Issuer Free Writing Prospectus;

(vii) promptly incorporate in a Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment to the applicable Registration Statement such information as the managing underwriter or underwriters and the Participating Sponsor(s) agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, and make all required filings of such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment;

(viii) furnish to each Participating Holder and each underwriter, if any, without charge, as many conformed copies as such Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(ix) deliver to each Participating Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus), any Issuer Free Writing Prospectus and any amendment or supplement thereto as such Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto by such Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities thereby) and such other documents as such Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter;

(x) on or prior to the date on which the applicable Registration Statement becomes effective, use its reasonable best efforts to register or qualify, and cooperate with the Participating Holders, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of each state and other jurisdiction of the United States as any Participating Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for such period as required by Section 2.01(c) or Section 2.01(b), whichever is applicable, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xi) cooperate with the Participating Holders and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends (or

arrange for the book entry transfer of securities in the case of uncertificated securities), and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least two (2) Business Days prior to any sale of Registrable Securities to the underwriters;

(xii) use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xiii) not later than the effective date of the initial Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates (or arrange for the book entry transfer of securities in the case of uncertificated securities) for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company;

(xiv) make such representations and warranties to the Participating Holders and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in secondary underwritten public offerings;

(xv) enter into such customary agreements (including underwriting and indemnification agreements) and take all such other actions as any Participating Sponsor or the managing underwriter or underwriters, if any, reasonably request in order to expedite or facilitate the registration and disposition of such Registrable Securities;

(xvi) obtain for delivery to the Participating Holders and to the underwriter or underwriters, if any, an opinion or opinions from counsel for the Company dated the effective date of the Registration Statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to such Holders or underwriters, as the case may be, and their respective counsel;

(xvii) in the case of an Underwritten Offering, obtain for delivery to the Company and the managing underwriter or underwriters, with copies to the Participating Holders, a comfort letter from the Company's independent certified public accountants in customary form and covering such matters of the type customarily covered by comfort letters as the managing underwriter or underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement;

(xviii) cooperate with each Participating Holder and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA;

(xix) use its reasonable best efforts to comply with all applicable securities laws and make available to its security holders, as soon as reasonably practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder;

(xx) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xxi) use its best efforts to cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company Shares are then listed or quoted and on each inter-dealer quotation system on which any of the Company Shares are then quoted;

(xxii) make available upon reasonable notice at reasonable times and for reasonable periods for inspection by any Participating Sponsor, by any underwriter participating in any disposition to be effected pursuant to such Registration Statement and by any attorney, accountant, professional advisor or other agent retained by such Sponsor(s) or any such underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees and the independent public accountants who have certified its financial statements to make themselves available to discuss the business of the Company and to supply all information reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility; provided that any such Person gaining access to information regarding the Company pursuant to this Section 2.05(a)(xxii) shall agree to hold in strict confidence and shall not make any disclosure other than disclosures of such information to such Person's Affiliates, its and their respective employees, agents and professional advisors who reasonably need to know such information for the purpose of assisting such Person with respect to participating in the offering pursuant to such Registration Statement or use any information regarding the Company that the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (t) the release of such information is requested or required by law or by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, including formal and informal investigations or requests from any regulatory authority, (u) such information is or becomes publicly known other than through a breach of this or any other agreement of which such Person has actual knowledge, (v) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company, (w) such information is independently developed by such Person, (x) the release of such information is required in order for such Person to comply with reporting obligations to limited partners or other direct or indirect investors who have agreed to keep such information confidential, (y) the release of such information is to potential limited partners or investors of such Person who have agreed to keep such information confidential or (z) the release of such information is to potential transferees of such Person's Registrable Securities who have agreed to keep such information confidential;

(xxiii) in the case of an Underwritten Offering, cause the senior executive officers of the Company to participate in the customary "road show" presentations that

may be reasonably requested by the managing underwriter or underwriters in any such Underwritten Offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto;

(xxiv) take no direct or indirect action prohibited by Regulation M under the Exchange Act;

(xxv) take all reasonable action to ensure that any Issuer Free Writing Prospectus utilized in connection with any registration covered by Section 2.01, Section 2.02 or Section 2.03 complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related Prospectus, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xxvi) take all reasonable actions to ensure that the information available to investors at the time of pricing includes all information required by applicable law (including the information required by Sections 12(a)(2) and 17(a)(2) of the Securities Act); and

(xxvii) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms hereof.

(b) The Company may require each Participating Holder to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing. Each Participating Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Participating Holder agrees that, upon delivery of any notice by the Company of the happening of any event of the kind described in Section 2.05(a)(iv)(C), (D), or (E) or Section 2.05(a)(v), such Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until (i) such Holder's receipt of the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus contemplated by Section 2.05(a)(v), (ii) such Holder is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus, as the case may be, may be resumed, (iii) such Holder is advised in writing by the Company of the termination, expiration or cessation of such order or suspension referenced in Section 2.05(a)(iv)(C) or (E) or (iv) such Holder is advised in writing by the Company that the representations and warranties of the Company in such applicable underwriting agreement are true and correct in all material respects. If so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus or any Issuer Free Writing Prospectus covering such Registrable Securities current at the time of delivery of such notice. In the event the Company shall give any such notice, the period during

which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus contemplated by Section 2.05(a)(v) or is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus may be resumed. If such Registration Statement is a Demand Registration or a Shelf Registration, the discontinuation of the sale of Registrable Securities pursuant to such Registration Statement shall constitute a Demand Suspension or a Shelf Suspension, as applicable.

(d) To the extent that any Sponsor or any of its Affiliates is deemed to be an underwriter of Registrable Securities pursuant to any SEC comments or policies or otherwise, the Company agrees that (1) the indemnification and contribution provisions contained in this Agreement shall be applicable to the benefit of such Sponsor or its Affiliates in its role as deemed underwriter in addition to their capacity as Holder and (2) such Sponsor and its Affiliates shall be entitled to conduct such activities which it would normally conduct in connection with satisfying its "due diligence" defense as an underwriter in connection with an offering of securities registered under the Securities Act, including conducting due diligence and the receipt of customary opinions and comfort letters.

SECTION 2.06. Underwritten Offerings.

(a) Demand and Shelf Registrations. If requested by the underwriters for any Underwritten Offering requested by any Sponsor pursuant to a Registration under Section 2.01 or Section 2.02, the Company shall enter into an underwriting agreement with such underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company, the Participating Sponsor(s) and the underwriters, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type, including indemnities no less favorable to the recipient thereof than those provided in Section 2.09. The Participating Sponsors shall cooperate with the Company in the negotiation of such underwriting agreement and shall give consideration to the reasonable suggestions of the Company regarding the form thereof. The Participating Holders shall be parties to such underwriting agreement, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Participating Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of such Participating Holders. Any such Participating Holder shall not be required to make any representations or warranties to or agreements with the Company or the underwriters in connection with such underwriting agreement other than representations, warranties or agreements regarding such Participating Holder, such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, enforceability of the applicable underwriting agreement as against such Participating Holder, receipt of all consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities by such Participating Holder and any other representations required to be made by such Participating

Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds from such Underwritten Offering (less underwriting discounts and commissions).

(b) Piggyback Registrations. If the Company proposes to register any of its securities under the Securities Act as contemplated by Section 2.03 and such securities are to be distributed in an Underwritten Offering through one or more underwriters, the Company shall, if requested by any Holder pursuant to Section 2.03 and subject to the provisions of Section 2.03(b) and (c), use its reasonable best efforts to arrange for such underwriters to include on the same terms and conditions that apply to the other sellers in such Registration all the Registrable Securities to be offered and sold by such Holder among the securities of the Company to be distributed by such underwriters in such Registration. The Participating Holders shall be parties to the underwriting agreement between the Company and such underwriters, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Participating Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of such Participating Holders. Any such Participating Holder shall not be required to make any representations or warranties to, or agreements with the Company or the underwriters in connection with such underwriting agreement other than representations, warranties or agreements regarding such Participating Holder, such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, enforceability of the applicable underwriting agreement as against such Participating Holder, receipt of all consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities by such Participating Holder or any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds from such Underwritten Offering (less underwriting discounts and commissions).

(c) Participation in Underwritten Registrations. Subject to the provisions of Section 2.06(a) and (b) above, no Person may participate in any Underwritten Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

(d) Price and Underwriting Discounts. In the case of an Underwritten Offering under Section 2.01 or Section 2.02, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Participating Sponsor(s) in such Registration. In addition, in the case of any Underwritten Offering, each of the Holders may withdraw their request to participate in the registration pursuant to Section 2.01, Section 2.02 or Section 2.03 after being advised of such price, discount and other terms and shall not be required to enter into any agreements or documentation that would require otherwise.

SECTION 2.07. No Inconsistent Agreements; Additional Rights. The Company is not currently a party to, and shall not hereafter enter into without the prior written consent of each of the Sponsors, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders by this Agreement, including allowing any other holder or prospective holder of any securities of the Company (a) registration rights in the nature or substantially in the nature of those set forth in Section 2.01, Section 2.02 or Section 2.03 that would have priority over or be pari passu with the Registrable Securities with respect to the inclusion of such securities in any Registration (except to the extent such registration rights are solely related to registrations of the type contemplated by Section 2.03(a)(ii) through (iv) and (vi)) or (b) demand registration rights in the nature or substantially in the nature of those set forth in Section 2.01 or Section 2.02 that are exercisable prior to or at such time as the Sponsors can first exercise their rights under Section 2.01 or Section 2.02.

SECTION 2.08. Registration Expenses. All expenses incident to the Company's performance of or compliance with this Agreement shall be paid by the Company, including (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC, FINRA and if applicable, the fees and expenses of any "qualified independent underwriter," as such term is defined in FINRA Rule 5121 (or any successor provision), and of its counsel, (ii) all fees and expenses in connection with compliance with any securities or "Blue Sky" laws (including fees and disbursements of counsel for the underwriters in connection with "Blue Sky" qualifications of the Registrable Securities), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses and Issuer Free Writing Prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires or the underwriters reasonably so require in accordance with then-customary underwriting practice, (vi) all fees and expenses incurred in connection with the listing of Registrable Securities on any securities exchange or quotation of the Registrable Securities on any inter-dealer quotation system, (vii) all applicable rating agency fees with respect to the Registrable Securities, (viii) all reasonable fees and disbursements of one legal counsel (the "Majority Holder Counsel") as selected by the holders of a majority of the Registrable Securities included in such Registration, (ix) if any of the Sponsors are selling Registrable Securities pursuant to such Registration and are not represented by the Majority Holder Counsel, the reasonable fees and disbursements of separate law firms or other advisors representing WP or GTCR, as applicable, (x) any reasonable fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (xi) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration, (xii) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), (xiii) all expenses related to the "road-show" for any Underwritten Offering, including all travel, meals and lodging and (xiv) any other fees and disbursements customarily paid by the issuers of securities. All such expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay any underwriting discounts and commissions and transfer taxes, if any, attributable to the sale of Registrable Securities.

SECTION 2.09. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the full extent permitted by law, each of the Holders, each of their respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives from and against any and all losses, penalties, judgments, suits, costs, claims, damages, liabilities and expenses, joint or several (including reasonable costs of investigation and legal expenses) (each, a "Loss" and collectively "Losses") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were Registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto or any documents incorporated by reference therein), any Issuer Free Writing Prospectus or amendment or supplement thereto, or any other disclosure document produced by or on behalf of the Company or any of its Subsidiaries including reports and other documents filed under the Exchange Act, (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, (iii) any violation or alleged violation by the Company of any federal, state or common law rule or regulation applicable to the Company or any of its Subsidiaries in connection with any such registration, qualification, compliance or sale of Registrable Securities, (iv) any failure to register or qualify Registrable Securities in any state where the Company or its agents have affirmatively undertaken or agreed in writing that the Company (the undertaking of any underwriter being attributed to the Company) will undertake such registration or qualification on behalf of the Holders of such Registrable Securities (provided that in such instance the Company shall not be so liable if it has undertaken its reasonable best efforts to so register or qualify such Registrable Securities) or (v) any actions or inactions or proceedings in respect of the foregoing whether or not such indemnified party is a party thereto, whether such Registration Statement, Prospectus, preliminary Prospectus, Issuer Free Writing Prospectus or other document is issued pursuant to this Agreement or otherwise, and the Company will reimburse, as incurred, each such Holder and each of their respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and controlling Persons and each of their respective Representatives, for any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; provided, that the Company shall not be liable to any particular indemnified party to the extent that any such Loss arises out of or is based upon (A) an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement or other document in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof or (B) an untrue statement or omission in a preliminary Prospectus relating to Registrable Securities, if a Prospectus (as then amended or supplemented) that would have cured the defect was furnished to the indemnified party from whom the Person asserting the claim giving rise to such Loss purchased

Registrable Securities at least five (5) days prior to the written confirmation of the sale of the Registrable Securities to such Person and a copy of such Prospectus (as amended and supplemented) was not sent or given by or on behalf of such indemnified party to such Person at or prior to the written confirmation of the sale of the Registrable Securities to such Person. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder. The Company shall also indemnify underwriters (including Persons (including the Holders) deemed to be underwriters by the SEC), selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the indemnified parties.

(b) Indemnification by the Participating Holders. Each Participating Holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act), and each other Holder, each of such other Holder's respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives from and against any Losses resulting from (i) any untrue statement of a material fact in any Registration Statement under which such Registrable Securities were Registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto or any documents incorporated by reference therein) or any Issuer Free Writing Prospectus or amendment or supplement thereto, or (ii) any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission is contained in any information furnished in writing by such Holder to the Company specifically for inclusion in such Registration Statement and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting the claim, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) was made in such Registration Statement, prospectus, offering circular, free writing prospectus or other document, in reliance upon and in conformity with written information furnished to the Company by such Holder expressly for use therein. In no event shall the liability of such Holder hereunder be greater in amount than the dollar amount of the net proceeds (i.e., gross proceeds less underwriting discounts and commissions) received by such Holder under the sale of Registrable Securities giving rise to such indemnification obligation. The Company shall be entitled to receive indemnities from underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, to the same extent as provided above (with appropriate modification) with respect to information furnished in writing by such Persons specifically for inclusion in any Prospectus, Issuer Free Writing Prospectus or Registration Statement.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 2.09 shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after delivery of notice of such claim from the Person entitled to indemnification hereunder and employ counsel reasonably satisfactory to such Person, (C) the indemnified party has reasonably concluded (based upon advice of its counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (D) in the reasonable judgment of any such Person (based upon advice of its counsel) a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person) or (E) the indemnified person is a Sponsor. If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action, consent to entry of any judgment or enter into any settlement, in each case without the prior written consent of the indemnified party, unless the entry of such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of such indemnified party, and provided that any sums payable in connection with such settlement are paid in full by the indemnifying party. If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably withheld. It is understood that the indemnifying party or parties shall not, except as specifically set forth in this Section 2.09(c), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm admitted to practice in such jurisdiction at any one time unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on the advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties, or (z) a conflict or potential conflict exists or may exist (based upon advice of counsel to an indemnified party) between such indemnified party and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels.

(d) Contribution. If for any reason the indemnification provided for in paragraphs (a) and (b) of this Section 2.09 is unavailable to an indemnified party or insufficient in respect of any Losses referred to therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is

appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party or parties on the other hand in connection with the acts, statements or omissions that resulted in such losses, as well as any other relevant equitable considerations. In connection with any Registration Statement filed with the SEC by the Company, the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 2.09(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.09(d). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party as a result of the Losses referred to in Section 2.09(a) and Section 2.09(b) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.09(d), in connection with any Registration Statement filed by the Company, a Participating Holder shall not be required to contribute any amount in excess of the dollar amount of the net proceeds (i.e., gross proceeds less underwriting discounts and commissions) received by such Holder under the sale of Registrable Securities giving rise to such contribution obligation less any amount paid by such Holders pursuant to Section 2.09(b). If indemnification is available under this Section 2.09, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.09(a) and Section 2.09(b) hereof without regard to the provisions of this Section 2.09(d).

(e) No Exclusivity. The remedies provided for in this Section 2.09 are not exclusive and shall not limit any rights or remedies that may be available to any indemnified party at law or in equity or pursuant to any other agreement.

(f) Survival. The indemnities provided in this Section 2.09 shall survive the transfer of any Registrable Securities by such Holder.

SECTION 2.10. Rules 144 and 144A and Regulation S; Form S-3. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the reasonable request of a Sponsor, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rules 144 or 144A or Regulation S under the Securities Act), and it will take such further action as: (x) either Sponsor may reasonably request, all to the extent required from time to time to enable the Holders, following the IPO, to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (i) Rules 144 or 144A or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC; or (y) is necessary to qualify the Company to file registration statements on Form S-3. Upon the

reasonable request of a Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof in reasonable detail.

SECTION 2.11. Limitation on Registrations and Underwritten Offerings.

(a) Notwithstanding the rights and obligations set forth in Section 2.01 and 2.02, in no event shall the Company be obligated to take any action to:

(i) effect more than three (3) Registrations that are Long-Form Registrations or four (4) Marketed Underwritten Shelf Take-Downs at the request of WP and its Affiliates and Permitted Assignees each year; and

(ii) effect more than three (3) Registrations that are Long-Form Registrations or four (4) Marketed Underwritten Shelf Take-Downs at the request of GTCR and its Affiliates and Permitted Assignees each year.

(b) Subject to Section 2.11(c), there shall be no limit on the number of Demand Registrations (that are not Long-Form Registrations), Shelf Take-Downs or Underwritten Shelf Take-Downs (that are not Marketed Underwritten Shelf Take-Downs) that the Company shall be required to effect at the request of WP or GTCR.

(c) Notwithstanding the rights and obligations set forth in Section 2.01 and 2.02, in no event shall the Company be obligated to take any action to (i) effect more than one (1) Marketed Underwritten Offering in any consecutive 90-day period without the consent of WP and GTCR or (ii) effect any Underwritten Offering unless the Sponsor initiating such Underwritten Offering proposes to sell all of such Sponsor's Registrable Securities in such Underwritten Offering or if selling less than all of such Sponsor's Registrable Securities having reasonably anticipated net aggregate proceeds (after deduction of underwriter commissions and offering expenses) of at least $50,000,000.

SECTION 2.12. Clear Market. With respect to any Underwritten Offerings of Registrable Securities by effected at the request of the Sponsors (each a "Sponsor Underwritten Offering"), the Company agrees not to effect (other than pursuant to the Registration applicable to such Sponsor Underwritten Offering, pursuant to a Special Registration or pursuant to the exercise by the other Sponsor of any of its rights under Section 2.01 or Section 2.02) any public sale or distribution, or to file any Registration Statement (other than pursuant to the Registration applicable to such Sponsor Underwritten Offering, pursuant to a Special Registration or pursuant to the exercise by the other Sponsor of any of its rights under Section 2.01 or Section 2.02) covering any of its equity securities or any securities convertible into or exchangeable or exercisable for such securities, during the period not to exceed ten (10) days prior and sixty (60) days following the effective date of such offering or such longer period up to ninety (90) days as may be requested by the managing underwriter for such Sponsor Underwritten Offering. "Special Registration" means the registration of (A) equity securities and/or options or other rights in respect thereof solely registered on Form S-4 or S-8 (or successor form), (B) shares of equity securities and/or options or other rights in respect thereof to be offered to directors, employees, consultants, customers, lenders or vendors of the Company or its Subsidiaries or in

connection with dividend reinvestment plans, (C) a registration not otherwise covered by clause (B) above pursuant to which the Company is offering to exchange its own securities for other securities or (D) a Registration Statement related solely to dividend reinvestment or similar plan.

SECTION 2.13. In-Kind Distributions. If any Holder seeks to effectuate an in-kind distribution of all or part of its Company Shares to its direct or indirect equityholders, the Company will, subject to applicable lock-ups pursuant to Section 2.04, reasonably cooperate with and assist such Holder, such equityholders and the Company's transfer agent to facilitate such in-kind distribution in the manner reasonably requested by such Holder (including the delivery of instruction letters by the Company or its counsel to the Company's transfer agent and the delivery of Company Shares without restrictive legends, to the extent no longer applicable).

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Term. This Agreement shall terminate with respect to any Holder (a) with the prior written consent of both Sponsors in connection with the consummation of a Change of Control or (b) at such time as such Holder does not beneficially own any Registrable Securities. Notwithstanding the foregoing, the provisions of Section 2.09, Section 2.10 and Section 2.13 and all of this Article III shall survive any such termination. Upon the written request of the Company, each Holder agrees to promptly deliver a certificate to the Company setting forth the number of Registrable Securities then beneficially owned by such Holder.

SECTION 3.02. Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

SECTION 3.03. Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Agreement or where any provision hereof is validly asserted as a defense, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

SECTION 3.04. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of transmission) or e-mail or (c) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses, e-mail addresses or facsimile numbers, or in the case of the Holders, to the addresses, e-mail addresses or facsimile numbers set forth on Schedule A, as applicable (or to such other address, e-mail address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

To the Company:

Sotera Health Company
9100 South Hills Blvd, Suite 300
Broadview Heights, OH 44147
Fax: 440-526-6134
Attention: Scott J. Leffler
Matthew J. Klaben

Email: sleffler@soterahealth.com
mklaben@soterahealth.com

with copies (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Fax: (212) 225-3999
Attention: David Lopez
Matthew P. Salerno
Email: dlopez@cgsh.com
msalerno@cgsh.com

To WP:

Warburg Pincus LLC
450 Lexington Avenue
New York, NY 10017
Fax: (212) 878-9359
Attention: James C. Neary
Lora Giampetruzzi

Email: jim.neary@warburgpincus.com
lora.giampetruzzi@warburgpincus.com

with a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Fax: (212) 225-3999
Attention: David Lopez
Matthew P. Salerno
Email: dlopez@cgsh.com
msalerno@cgsh.com

To GTCR:

GTCR LLC
300 North LaSalle Street
Chicago, IL 60654
Fax: (312) 382-2201
Attention: Constantine S. Mihas
Sean L. Cunningham
Email: cmihas@gtcr.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Fax: (312) 862-2200
Attention: Sanford E. Perl, P.C.
Michael H. Weed, P.C.
Email: sperl@kirkland.com
mweed@kirkland.com

SECTION 3.05. Amendment. The terms and provisions of this Agreement may only be amended, modified or waived at any time and from time to time by a writing executed by the Company and each Sponsor (for so long as such Sponsor holds any Registrable Securities); provided that any amendment, modification or waiver that would, by its terms, have a disproportionate material adverse effect on any Holder (other than the Sponsors) relative to another Holder (other than as a result of such Holder electing not to exercise any rights granted to such Holder pursuant to the terms of this Agreement) shall require the written consent of that Holder. All Holder shall receive notice of any amendment to this Agreement.

SECTION 3.06. Successors, Assigns and Transferees. Each party may assign all or a portion of its rights hereunder to any Person to which such party Transfers (as defined in the Stockholders Agreement), other than in a Public Sale (as defined in the Stockholders Agreement) all or any of its Registrable Securities and to any Person that acquires Registrable Securities, in each case in compliance with the terms of the Stockholders Agreement (including in the case of the Sponsors, to any Affiliate of such Sponsor or any Person that acquires

Registrable Securities from such Sponsor other than in a Public Sale) (each such Person, a "Permitted Assignee"); provided that such Transferee shall only be admitted as a party hereunder upon its, his or her execution and delivery of a joinder agreement, in form and substance acceptable to the Sponsors, agreeing to be bound by the terms and conditions of this Agreement as if such Person were a party hereto (together with any other documents the Sponsors determine are necessary to make such Person a party hereto), whereupon such Person will be treated as a Holder for all purposes of this Agreement, with the same rights, benefits and obligations hereunder as the Transferring Holder with respect to the Transferred Registrable Securities (except that if the Transferee was a Holder prior to such Transfer, such Transferee shall have the same rights, benefits and obligations with respect to the such Transferred Registrable Securities as were applicable to Registrable Securities held by such Transferee prior to such Transfer).

SECTION 3.07. Binding Effect. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective successors.

SECTION 3.08. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person not a party hereto (other than those Persons entitled to indemnity or contribution under Section 2.09, each of whom shall be a third party beneficiary thereof) any right, remedy or claim under or by virtue of this Agreement.

SECTION 3.09. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT AND ENFORCED EXCLUSIVELY IN THE CHANCERY COURT OF THE STATE OF DELAWARE LOCATED IN WILMINGTON, DELAWARE (OR, IF THE CHANCERY COURT OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE COURT LOCATED IN WILMINGTON, DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE) AND APPELLATE COURTS THEREOF. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH ACTION.

SECTION 3.10. Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.10.

SECTION 3.11. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

SECTION 3.13. Headings. The heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

SECTION 3.14. Joinder. Any Person that holds Company Shares may, with the prior written consent of both Sponsors, be admitted as a party to this Agreement upon its execution and delivery to the Company of a joinder agreement, substantially in the form of Exhibit A; provided however that if such Person is a Permitted Assignee of a Holder, the consent of the Sponsors shall not be required to permit such Person to execute and deliver such joinder agreement.

SECTION 3.15. Existing Registration Statements. Notwithstanding anything herein to the contrary and subject to applicable law and regulation, the Company may satisfy any obligation hereunder to file a Registration Statement or to have a Registration Statement become effective by a specified date by designating, by notice to the Holders, a registration statement that previously has been filed with the SEC or become effective, as the case may be, as the relevant Registration Statement for purposes of satisfying such obligation, and all references to any such obligation shall be construed accordingly; provided, that such previously filed registration statement may be amended to add the number of Registrable Securities, and, to the extent necessary, to identify as selling stockholders those Holders demanding the filing of a Registration Statement pursuant to the terms of this Agreement. To the extent this Agreement refers to the filing or effectiveness of other registration statements by or at a specified time and the Issuer has, in lieu of then filing such registration statements or having such registration statements become effective, designated a previously filed or effective registration statement as the relevant registration statement for such purposes in accordance with the preceding sentence, such references shall be construed to refer to such designated registration statement.

SECTION 3.16. Investment Banking Services. Notwithstanding anything to the contrary herein or any actions or omissions by representatives of any Sponsor or their respective Affiliates in whatever capacity, including as a member or observer to the Company's Board of Directors, it is understood that neither of the Sponsors nor any of their respective

Affiliates is acting as a financial advisor, agent or underwriter to the Company or any of its Affiliates or otherwise on behalf of the Company or any of its Affiliates unless retained to provide such services pursuant to a separate written agreement.

SECTION 3.17. Other Activities. Notwithstanding anything in this Agreement, none of the provisions of this Agreement shall in any way limit a Holder or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, anti-raid advisory, principaling, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

SOTERA HEALTH COMPANY

By: _____
Name:
Title:

WP XI

WARBURG PINCUS PRIVATE EQUITY XI, L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

WARBURG XI PARTNERS

WARBURG PINCUS XI PARTNERS, L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

WP XI PARTNERS

WP XI PARTNERS, L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

WP XI PARTNERS

WP XI PARTNERS, L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

WP XI-B

WARBURG PINCUS PRIVATE EQUITY XI-B, L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

WP XI-C

WARBURG PINCUS PRIVATE EQUITY XI-C, L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

WP CO-INVEST

BULL CO-INVEST L.P.
By:
By:
By:
By:

By: _____
Name:
Title:

GTCR FUND XI/A LP

By: GTCR Partners XI/A&C LP
Its: General Partner

By: GTCR Investment XI LLC
Its: General Partner

By: _____
Name:
Its: Manager

GTCR FUND XI/C LP

By: GTCR Partners XI/A&C LP
Its: General Partner

By: GTCR Investment XI LLC
Its: General Partner

By: _____
Name:
Its: Manager

GTCR CO-INVEST XI LP

By: GTCR Investment XI LLC
Its: General Partner

By: _____
Name:
Its: Manager

[HOLDER]

By: _____

Name:

Title:

Exhibit A

FORM OF JOINDER AGREEMENT

[__], 20[__]

THIS JOINDER AGREEMENT (the "Agreement") is made as of the date first written above by [__] (the "Joining Party").

W I T N E S S E T H

WHEREAS, Sotera Health Company, a Delaware corporation (the "Company"), is a party to that certain Amended and Restated Registration Rights Agreement, dated as of [•], 2020 (as the same may be amended from time to time, the "Registration Rights Agreement") (Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Registration Rights Agreement);

[WHEREAS, Section 3.06 of the Registration Rights Agreement provides that as a condition to becoming a party to the Registration Rights Agreement and with the prior written consent of both Sponsors, a Person must execute and deliver to the Company a joinder agreement pursuant to which such Person agrees to be bound by the terms and conditions of the Registration Rights Agreement as if such Person were a party thereto, whereupon such Person will be treated as a Holder for all purposes of the Registration Rights Agreement;][1]

[WHEREAS, the Joining Party is a Permitted Assignee of a Sponsor;][2]

[WHEREAS, the Joining Party is a Permitted Assignee of a Holder;][3]

WHEREAS, the Joining Party holds Company Shares and desires to become a Holder under the Registration Rights Agreement by executing a copy of this Agreement; and

WHEREAS, the Joining Party has reviewed the terms of the Registration Rights Agreement and determined that it is desirable and in the Joining Party's best interest to execute this Agreement.

NOW, THEREFORE, the Joining Party hereby agrees as follows:

1. Joinder of Registration Rights Agreement. By executing this Agreement, the Joining Party (a) accepts and agrees to be bound by all of the terms and provisions of the Registration Rights Agreement as if it were an original signatory thereto, (b) shall be added to Schedule A of the Registration Rights Agreement as a [Sponsor and][4] Holder and (c) shall be deemed to be, and shall be entitled to all of the rights and subject to all of the obligations of a [Sponsor and][5] Holder thereunder who is listed on Schedule A thereto.

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1 Note to Form: To be deleted if Joining Party is a Permitted Assignee of a Sponsor or other Holder.
2 Note to Form: To be included if Joining Party is a Permitted Assignee of a Sponsor.
3 Note to Form: To be included if Joining Party is a Permitted Assignee of a Holder other than a Sponsor.
4 Note to Form: To be included if Joining Party is a Permitted Assignee of a Sponsor.
5 Note to Form: To be included if Joining Party is a Permitted Assignee of a Sponsor.

2. Representations and Warranties.

(i) This Agreement constitutes a valid and binding obligation enforceable against the Joining Party in accordance with its terms.

(ii) The Joining Party has received a copy of the Registration Rights Agreement. The Joining Party has read and understands the terms of the Registration Rights Agreement and has been afforded the opportunity to ask questions concerning the Company and the Registration Rights Agreement.

3. [Consent of the Sponsors. The acknowledgement of this Agreement by both Sponsors shall constitute the prior written consent of the Sponsors for purposes of Section 3.06 of the Registration Rights Agreement.][6]

4. Full Force and Effect. Except as expressly modified by this Agreement, all of the terms, covenants, agreements, conditions and other provisions of the Registration Rights Agreement shall remain in full force and effect in accordance with its terms.

5. Notices. All notices provided to the Joining Party shall be sent or delivered to [___], unless and until the Company has received written notice from the Joining Party of a changed address.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such state.

[SIGNATURE PAGE FOLLOWS]

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6 Note to Form: To be deleted if Joining Party is a Permitted Assignee of a Sponsor or other Holder.

IN WITNESS WHEREOF, the Joining Party has executed and delivered this Agreement as of the date first above written.

JOINING PARTY:

[__]

_____

[Signature Page to Joinder to Sterigenics-Nordion Registration Rights Agreement]

Acknowledged and Accepted:

SOTERA HEALTH COMPANY

By: _____
Name:
Title:

[WARBURG PINCUS SPONSOR] [7]

By: _____
Name:
Title:

[GTCR SPONSOR] [8]

By: _____
Name:
Title:

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7 Note to Form: To be deleted if Joining Party is a Permitted Assignee of a Sponsor or other Holder.

8 Note to Form: To be deleted if Joining Party is a Permitted Assignee of a Sponsor or other Holder.

Schedule A

Holders

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of_____, 20__ , by and between Sotera Health Company, a Delaware corporation (the "Company"), and_____ ("Indemnitee"). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering the subject matter of this Agreement.

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors or officers or in other capacities unless they are provided with adequate protection through insurance and contractual rights to indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporations they serve;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain highly qualified individuals, the Company will attempt to maintain, at its sole expense, liability insurance to protect persons serving the Company and its Subsidiaries from certain liabilities;

WHEREAS, although the procurement of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Board believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions, while at the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation;

WHEREAS, the uncertainties relating to such insurance have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that it is advisable and in the best interests of the Company and its stockholders for the Board to take action to assure such persons that there will be increased certainty of protection against the risk of personal liability arising out of actions or omissions relating to their service to, or at the request of, the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims currently being asserted against directors and officers of corporations;

WHEREAS, Section 145 of the Delaware General Corporation Law (the "DGCL"), under which the Company is organized, permits the Company to indemnify and advance expenses to its directors, officers, employees and agents by agreement and to indemnify and advance expenses to persons who serve, at the request of the Company, as directors, officers, employees or agents of other corporations or enterprises, and expressly provides that rights to the indemnification and advancement provided by Section 145 of the DGCL are not exclusive;

WHEREAS, the Certificate of Incorporation of the Company (the "Charter") contains provisions requiring the Company to indemnify and advance expenses to its officers and directors in certain circumstances, and Indemnitee may also be entitled to indemnification pursuant to applicable provisions of the DGCL; however, such provisions are not exclusive and the Company is permitted to provide by agreement rights to indemnification and advancement of expenses to its officers and directors and other persons;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify and hold harmless and to advance expenses on behalf of, its officers and directors to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so protected against liabilities;

WHEREAS, this Agreement is a supplement to and in furtherance of the Charter and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder;

WHEREAS, Indemnitee does not regard the protection available under the Charter and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, the Company desires Indemnitee to serve in such capacity and Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that the Indemnitee be so indemnified[; and

WHEREAS, Indemnitee previously entered into that certain Indemnification Agreement, (the "Prior Agreement") with Sotera Health Topco Parent, L.P. ("Topco Parent"), the former parent company of the Company].

NOW, THEREFORE, in consideration of the above premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

TERMS AND CONDITIONS

Section 1. Services to the Company. Indemnitee agrees [to serve]/[to continue to serve] as a [director] [officer] [employee] of the Company for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his resignation and such resignation is accepted. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained in the employ of the Company or any of its Subsidiaries or Affiliates. This Agreement shall not be deemed an employment contract between the Company (or any of its Subsidiaries or Affiliates) and Indemnitee. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as an [officer] [director] [employee] of the Company, as provided in Section 16 hereof.

Section 2. Definitions. As used in this Agreement:

(a) "Affiliate" shall mean any corporation or other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

(b) "Beneficial Owner" and "Beneficial Ownership" shall have the meanings set forth in Rule 13d-3 under the Exchange Act as in effect on the date hereof; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(c) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below), other than the Sponsors (as defined in the Charter) collectively or any Sponsor individually, is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors, unless (1) the change in the relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors, or (2) such acquisition was approved in advance by the Continuing Directors (as defined below) and such acquisition would not constitute a Change in Control under clause (iii) of this definition;

(ii) Change in Board of Directors. During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(c)(i), 2(c)(iii) or 2(c)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved (the "Continuing Directors"), cease for any reason to constitute at least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a reorganization, merger or consolidation of the Company (a "Business Combination"), in each case, unless, immediately following such Business Combination: (1) all or substantially all of the Persons who were the Beneficial Owners of securities entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 51% of the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors resulting from such Business Combination (including a corporation or other entity which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the securities entitled to vote generally in the election of directors; (2) no Person (excluding any corporation resulting from such Business Combination) is the Beneficial Owner, directly or indirectly, of 30% or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of such corporation except to the extent that such ownership existed prior to such Business Combination; and (3) at least a majority of the board of directors or governing body of

the corporation resulting from such Business Combination were Continuing Directors at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination;

(iv) Liquidation. The approval by the stockholders of the Company of a dissolution and complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company's assets (or, if such approval is not required, the decision by the Board to proceed with such a liquidation, sale, or disposition in one transaction or a series of related transactions); or

(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A under Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

(d) "Corporate Status" shall mean the status of an individual who is or was a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of [Topco Parent,] the Company or any other Enterprise which such individual is or was serving at the request of the Company.

(e) "Delaware Court" shall mean the Court of Chancery of the State of Delaware.

(f) "Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(g) "Enterprise" shall mean the Company and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of its wholly-owned Subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, employee or agent or fiduciary.

(h) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(i) "Expenses" shall include all reasonable direct and indirect costs, fees and expenses of any type or nature whatsoever, including all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, any excise taxes and penalties (including, without limitation, those arising from or relating to Employee Retirement Income Security Act of 1974 ("ERISA")), and all other disbursements, obligations or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise

participating in, a Proceeding or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent and (ii) for purposes of Section 13(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable; provided, however, that Indemnitee has no obligation to provide such certification and all demands for advancement of Expenses will be determined as provided in Section 9 hereof. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(j) "Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(k) "Fines" shall include any excise tax assessed on Indemnitee with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or beneficiaries; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

(l) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act as in effect on the date hereof; provided, however, that "Person" shall exclude: (i) the Company; (ii) any Subsidiary of the Company; (iii) any employee benefit plan of the Company or of a Subsidiary of the Company or of any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company; and (iv) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a Subsidiary of the Company or of a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(m) "Proceeding" shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed

proceeding, whether brought in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative, legislative or investigative (formal or informal) nature, including any appeal therefrom in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Company, by reason of any action (or failure to act) or of any action (or failure to act) while acting pursuant to their Corporate Status in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement or advancement of Expenses can be provided under this Agreement, including one pending on or before the date of the Agreement. If Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

(n) "Subsidiary," with respect to any Person or entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by that Person.

Section 3. Indemnity in Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee was, is, or is threatened to be made, a party to or a participant in any Proceeding (brought in the right of the Company or otherwise) or in defense of any claim, issue or matter therein, in whole or in part. Pursuant to this Section, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided for in the Charter, the Bylaws, vote of its stockholders or disinterested directors or applicable law.

Section 4. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement), but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 5. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, if Indemnitee is, by reason of his Corporate Status, a witness or otherwise made to respond to discovery requests or asked to participate in any Proceeding to which Indemnitee is not a party, then the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

Section 6. Additional Indemnification.

(a) Notwithstanding any limitation in Section 3 or 4, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee in connection with the Proceeding.

(b) For purposes of Section 6(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 7. Contribution.

(a) To the fullest extent permissible under applicable law, if the indemnification rights hereunder are unavailable to Indemnitee, in whole or in part, for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for judgments, fines, penalties, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee. The Company shall not enter into any settlement of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction, act, omission or event from which such Proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and its Subsidiaries and all officers, directors or employees of the Company and its Subsidiaries other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, in

connection with the transaction, act, omission or event that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and its Subsidiaries and all officers, directors or employees of the Company and its Subsidiaries, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to indemnify Indemnitee from any claims for contribution which may be brought by any other officer, director or employee of the Company or its Subsidiaries who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification rights hereunder are unavailable to Indemnitee, in whole or in part, for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and any of its Subsidiaries, on the one hand, and Indemnitee, on the other hand, as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company and any of its Subsidiaries (and their respective managers, officers, directors, employees, agents and representatives), on the one hand, and Indemnitee, on the other hand, in connection with such event(s) and/or transaction(s).

Section 8. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment:

(a) except as provided in Section 15(f), in connection with any claim made against Indemnitee for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy, contract, agreement or other indemnity provision; or

(b) in connection with any claim made against Indemnitee for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); provided, however, that to the fullest extent permitted by applicable law and to the extent Indemnitee is successful on the merits

or otherwise with respect to any such Proceeding, the Expenses actually and reasonably incurred by Indemnitee in connection with any such proceeding shall be deemed to be Expenses that are subject to indemnification hereunder; or

(c) except as otherwise provided in Section 13(e) hereof, prior to a Change in Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with an action, suit or proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Agreement, or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; or

(d) in connection with respect to any Proceeding instituted by Indemnitee to establish, enforce or interpret a right to indemnification under this Agreement or any other statute or law or otherwise as required under Section 145 of the DGCL, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous; or

(e) to the extent it is determined after final disposition of the applicable Proceeding that such indemnification is unlawful; or

(f) on account of Indemnitee's conduct that is established after final disposition of the applicable Proceeding as knowingly fraudulent.

Section 9. Advances of Expenses

Notwithstanding any provision of this Agreement to the contrary, and to the fullest extent permitted by applicable law, the Company shall advance the Expenses incurred by Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee, and such advancement shall be made promptly (and in any event within 20 days) after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding, but in the case of statements in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the statements. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to be indemnified under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred in pursuing a Proceeding to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Indemnitee shall qualify for advances, to the fullest extent permitted by applicable law, solely upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that Indemnitee undertakes to repay the advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section shall not apply to any claim made by Indemnitee for which an indemnification payment is excluded pursuant to Section 8 hereof.

Section 10. Procedure for Notification and Application; Defense of Claim

(a) Indemnitee shall notify promptly the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter that may be subject to indemnification rights or advancement of Expenses hereunder. Such notice to the Company shall include a description of the nature of, and facts underlying, the Proceeding, and shall be given in accordance with the provisions of Section 20 below. In addition, Indemnitee shall give the Company such additional information and cooperation as the Company may reasonably request. The failure of Indemnitee to so notify the Company, or any delay in so notifying the Company, shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise.

(b) To obtain indemnification under this Agreement, Indemnitee shall deliver to the Company a written application to indemnify Indemnitee in accordance with this Agreement. The written request should include therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification under this Agreement.

(c) The Company shall be entitled to participate in the Proceeding at its own expense.

Section 11. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 10(b), a determination, if required by applicable law, with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods: (i) if a Change in Control shall have occurred and if so requested in writing by Indemnitee, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred (or if a Change of Control shall have occurred but Indemnitee shall not have requested that indemnification be determined by Independent Counsel as provided in subpart (i)), (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 20 days after such determination. Indemnitee shall cooperate with the Person or Persons making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such Person or Persons upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Expenses (including

attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification), and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 11(a) hereof, the Independent Counsel shall be selected as provided in this Section 11(b). If a Change in Control shall not have occurred (or if a Change of Control shall have occurred but Indemnitee shall not have requested that indemnification be determined by Independent Counsel as provided in subpart (i)), the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel." In either event, Indemnitee or the Company, as the case may be, may, within ten days after such written notice of selection shall have been received, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel," and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within 20 days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 10(b) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Delaware Court, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 11(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 13(a) hereof, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Company agrees to pay the reasonable fees and expenses of Independent Counsel and to fully indemnify such Independent Counsel against any and all Expenses, claims, liabilities, loss and damages arising out of or relating to this Agreement or the engagement of Independent Counsel pursuant hereto.

(d) If the Company disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

Section 12. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the Person or Persons making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 10(b) hereof, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any Person or Persons of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 13(g), if the Person or Persons empowered or selected under Section 11 hereto determine whether Indemnitee is entitled to indemnification shall not have made a determination within 60 days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification; or (ii) a final judicial determination that any or all such indemnification is expressly prohibited under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 12(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 11(a) of this Agreement and if (A) within 15 days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within 75 days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within 15 days after such receipt for the purpose of making such determination, such meeting is held for such purpose within 60 days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 11(a) of this Agreement.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company or Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Company or Enterprise in the *course* of their duties, or on the advice of legal counsel for the Company or Enterprise, its Board, any committee of the Board or any director, or on information or records given or reports made to the Company or Enterprise, its Board, any committee of the Board or any director, by an independent certified public accountant or by an appraiser, investment banker, compensation consultant or other expert selected with reasonable care by the Company or Enterprise, its Board, any committee of the Board or any director. The provisions of this Section 12(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of the Company or the Enterprise or any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Company or the Enterprise will not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 13. Remedies of Indemnitee.

(a) Subject to Section 13(g), if (i) a determination is made pursuant to Section 11 hereof that Indemnitee is not entitled to indemnification under this Agreement; (ii) advancement of Expenses, to the fullest extent permitted by applicable law, is not timely made pursuant to Section 9 hereof; (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 11(a) hereof within 90 days after receipt by the Company of the request for indemnification; (iv) payment of indemnification is not made pursuant to Section 4, 5 or the last sentence of Section 11(a) hereof within 30 days after receipt by the Company of a written request therefor; (v) a contribution payment is not made in a timely manner pursuant to Section 8 hereof; (vi) payment of indemnification pursuant to Section 3 or 6 hereof is not made within ten days after a determination has been made that Indemnitee is entitled to indemnification; or (vii) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, then Indemnitee shall be entitled to an adjudication by the Delaware Court to such indemnification, contribution or advancement rights. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except as set forth herein, the provisions of Delaware law (without regard to its conflict of laws rules) shall apply to any such arbitration. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 13(a). The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 11(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 13 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that

adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 11(a) hereof that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section, absent (i) a misstatement or misrepresentation by Indemnitee (or anyone acting on Indemnitee's behalf) of a material fact, or an omission of a material fact necessary to make Indemnitee's statement (or statements of a Person or Persons acting on behalf of Indemnitee) not materially misleading, in connection with the request for indemnification; or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee to the fullest extent permitted by law against all Expenses and, if requested by Indemnitee, shall (within ten days after the Company's receipt of such written request) pay to Indemnitee, to the fullest extent permitted by applicable law, all such Expenses that are incurred by Indemnitee in connection with any judicial proceeding or arbitration brought by Indemnitee (i) in connection with, to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement or any other indemnification, advancement or contribution agreement or provision of the Charter now or hereafter in effect; or (ii) for recovery or advances under any insurance policy maintained by any person for the benefit of Indemnitee, regardless of the outcome and whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement, contribution or insurance recovery, as the case may be (unless such judicial proceeding or arbitration was not brought by Indemnitee in good faith).

(f) Interest shall be paid by the Company to Indemnitee at the legal rate under Delaware law for amounts which the Company indemnifies or is obliged to indemnify for the period commencing with the date on which Indemnitee pays such amounts for which he or she requested indemnification, contribution, reimbursement or advancement of any Expenses and ending with the date on which such payment is made to or on behalf of Indemnitee by the Company.

(g) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Section 14. Establishment of Trust. In the event of a Change in Control, the Company shall, upon written request by Indemnitee, create a "Trust" for the benefit of Indemnitee and from time to time upon written request of Indemnitee shall fund the Trust in an amount sufficient to satisfy any and all Expenses reasonably anticipated at the time of each such

request to be incurred in connection with investigating, preparing for, participating in or defending any Proceeding, in connection with or to which the Indemnitee is or was or becomes a party, witness or other participant, or to which Indemnitee is threatened to be made a party, witness, or other participant, by reason of (or arising in part out of) Indemnitee's Corporate Status. The amount or amounts to be deposited in the Trust pursuant to the foregoing funding obligation shall be determined by mutual agreement of Indemnitee and the Company or, if the Company and Indemnitee are unable to reach such an agreement, by Independent Counsel selected in accordance with Section 11(b) hereof. The terms of the Trust shall provide that, except upon the consent of both Indemnitee and the Company, (i) the Trust shall not be revoked or the principal thereof invaded without the written consent of the Indemnitee, (ii) to the extent the Indemnitee has a right to advancement of Expenses pursuant to this Agreement, the Trustee shall advance, within 20 days of a request by the Indemnitee any and all Expenses to the Indemnitee (and the Indemnitee hereby agrees to reimburse the Trust under the same circumstances for which the Indemnitee would be required to reimburse the Company under Section 9 of this Agreement), (iii) the Trust shall continue to be funded by the Company in accordance with the funding obligation set forth above, (iv) the Trustee shall promptly pay to the Indemnitee all amounts for which the Indemnitee shall be entitled to indemnification pursuant to this Agreement or otherwise, and (iv) all unexpended funds in such Trust shall revert to the Company upon mutual agreement by Indemnitee and the Company or, if Indemnitee and the Company are unable to reach such an agreement, by determination of Independent Counsel selected in accordance with Section 11(b) hereof, that Indemnitee has been fully indemnified under the terms of this Agreement. Nothing in this Section shall relieve the Company of any of its obligations under this Agreement.

Section 15. Non-Exclusivity; Survival; Insurance; Subrogration.

(a) The rights of Indemnitee as provided by this Agreement (i) shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, By-Laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise; and (ii) shall be enforced and this Agreement shall be interpreted independently of and without reference to or limitation or constraint (whether procedural, substantive or otherwise) by any other such rights to which Indemnitee may at any time be entitled. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, permits greater indemnification rights or advancement of Expenses than would be afforded currently under the Charter or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. To the extent that a change in Delaware law, whether by statute or judicial decision, narrows or limits indemnification or advancement of Expenses that are afforded currently under the Charter or this Agreement, it is the intent of the parties hereto that such change, except to the extent required by applicable law, shall have no effect on this Agreement or the parties' rights and obligations hereunder. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company may, to the fullest extent permitted by law, purchase and maintain insurance or furnish similar protection or make other arrangements including, but not limited to, providing a trust fund, letter of credit, or surety bond ("Indemnification Arrangements") on behalf of Indemnitee against any liability asserted against him or incurred by or on behalf of him or in such capacity as a director, officer, employee or agent of the Company, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Agreement or under the DGCL, as it may then be in effect. The purchase, establishment, and maintenance of any such Indemnification Arrangement shall not in any way limit or affect the rights and obligations of the Company or of Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and Indemnitee shall not in any way limit or affect the rights and obligations of the Company or the other party or parties thereto under any such Indemnification Arrangement.

(c) To the extent the Company maintains an insurance policy or policies providing liability insurance for directors, managers, officers, employees, or agents or fiduciaries of the Company or of any other limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time the Company receives notice from any source of a Proceeding as to which Indemnitee is a party or a participant (as a witness or otherwise), the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. In the event of a Change of Control or the Company's becoming insolvent (including being placed into receivership or entering the federal bankruptcy process and the like), the Company shall maintain in force any and all insurance policies then maintained by the Company in providing insurance (directors' and officers' liability, fiduciary, employment practices or otherwise) in respect of Indemnitee, for a period of six years thereafter.

(d) Except as provided in Section 15(f), in the event the Company is obligated to make a payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery under an insurance policy or any other Indemnification Arrangement or other indemnity agreement covering Indemnitee, who shall execute all documents required and shall do everything that may be necessary to secure such rights and to enable the Company to effectively bring suit to enforce such rights.

(e) Except as provided in Section 15(f), the Company's obligation to indemnify and to advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification payments or advancement of Expenses from such other entity or Enterprise with respect to the Proceeding for which indemnification or advancement of expenses is sought.

(f) [FOR SPONSOR DIRECTOR AGREEMENTS: The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by a third party (other than the Company and its Subsidiaries) (collectively, the "Third-Party Indemnitors"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee under this Agreement and any indemnity provisions set forth in its Charter, By-laws or elsewhere (the "Third-Party Arrangements") are primary and any obligation of the Third-Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of Expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by any Third-Party Arrangement, without regard to any rights Indemnitee may have against the Third-Party Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Third-Party Indemnitors from any and all claims against the Third-Party Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Third-Party Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Third-Party Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Third-Party Indemnitors are express third party beneficiaries of the terms hereof.]

Section 16. Term. All agreements and obligations of the Company contained herein shall continue until and terminate upon the later of: (a) ten years after the date that Indemnitee's Corporate Status shall have ceased and (b) one year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 13 of this Agreement relating thereto.

Section 17. Severability. If any provision of this Agreement shall be held to be invalid, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any Section of this Agreement containing any such provision held to be invalid, illegal or otherwise unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 18. Enforcement and Binding Effect.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to [serve]/[continue to serve] as a director, officer or employee of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director, officer or employee of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Charter, By-Laws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

(c) The rights provided by or granted Indemnitee pursuant to this Agreement shall apply to Indemnitee's service as an officer, director, employee or agent of the Company or the Enterprise prior to the date of this Agreement, as well as service on or after the date of this Agreement.

(d) The rights provided by or granted pursuant to this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, and personal and legal representatives.

(e) The Company shall require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity, even though he may have ceased to serve in such capacity at the time of any Proceeding, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(f) The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee and the Company irreparable harm. Accordingly, the parties hereto agree that the parties may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, they shall not be precluded from seeking or obtaining any other relief to which they may be entitled. The Company and Indemnitee further agree that they shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company and Indemnitee acknowledge that in the absence of a waiver, a bond or undertaking may be required by the Delaware Court, and they hereby waive any such requirement of such a bond or undertaking.

Section 19. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing signed by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

Section 20. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon delivery if delivered by hand to the party to whom such notice or other communication shall have been directed; or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed; (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide in writing to the Company.

(b) If to the Company, to:

Sotera Health Company
Attention: General Counsel
9100 South Hills Blvd, Suite 300
Broadview Heights, Ohio 44147
Email MKlaben@soterahealth.com/ Facsimile: (440) 526-6134

or to any other address as may have been furnished to Indemnitee in writing by the Company.

Notice of change of address shall be effective only when given in accordance with this Section.

Section 21. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 13(a) hereof, the Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country; (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement; (c) appoint irrevocably, to the extent such party otherwise subject to service of process in the State of Delaware, Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, 19808 as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware; (d) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court; and (e) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum, or is subject (in whole or in part) to a jury trial.

Section 22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforcement is sought needs to be produced to evidence the existence of this Agreement.

Section 23. Miscellaneous. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 24. [**Prior Agreement**. Indemnitee (a) acknowledges and agrees that the Prior Agreement is hereby terminated, effective as of the date hereof, (b) acknowledges and agrees that Topco Parent has fully performed its obligations under the Prior Agreement and (c) does hereby forever waive, release and discharge Topco Parent to the fullest extent permitted by law from any and all actions, causes of action, claims, demands, demands for indemnification, damages, losses, liabilities, awards, judgments, costs, expenses, debts and suits of every kind, nature and description whatsoever now existing or hereafter arising under the Prior Agreement. The Company and the Indemnitee agree that Topco Parent is an express third-party beneficiary of this Section 25.]

Section 25. Further Assurances. If for the validation of any of the provisions in this Agreement any act, resolution, approval or other procedure is required, the Company undertakes to cause such act, resolution, approval or other procedure to be affected or adopted in a manner that will enable the Company to fulfill its obligations under this Agreement.

[Remainder of page intentionally left blank;
signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

SOTERA HEALTH COMPANY

By: _____
Name:

Title:

INDEMNITEE

_____
Name:

Address: _____

_____

Email: _____

Exhibit 10.9

STOCKHOLDERS AGREEMENT

BY AND AMONG

SOTERA HEALTH COMPANY

AND

THE STOCKHOLDERS PARTY HERETO

Dated as of [●], 2020

TABLE OF CONTENTS

STOCKHOLDERS AGREEMENT

This STOCKHOLDERS AGREEMENT (this "Agreement"), dated as of [•], 2020, is entered into by and among Sotera Health Company, a Delaware corporation (the "Company"), and each of the stockholders of the Company whose name appears on the signature pages hereto and any Person (as defined below) who executes a Joinder Agreement in the form of Exhibit A hereto (each, a "Stockholder" and collectively, the "Stockholders").

WITNESSETH:

WHEREAS, the Company is currently contemplating an initial public offering (the "IPO") of shares of its common stock, par value $0.01 per share;

WHEREAS, each Stockholder that is party to this Agreement on the date hereof is also a limited partner of Sotera Health Topco Parent, L.P. ("Topco Parent"), a Delaware limited partnership and a party to the amended and restated agreement of limited partnership of Topco Parent dated as of June 30, 2020 (the "LPA");

WHEREAS, the Company was a direct wholly-owned Subsidiary of Topco Parent and on the date hereof, Topco Parent distributed its Common Stock to the limited partners of Topco Parent and such limited partners became the stockholders of the Company; and

WHEREAS, in connection with, and effective upon, the execution of the underwriting agreement to be entered into in connection with the Company's proposed IPO, the Company and the Stockholders wish to set forth certain understandings between such parties, including with respect to certain governance matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and among the Company and the Stockholders as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person; provided, that no Stockholder shall be deemed an Affiliate of the Company or any of its Subsidiaries or Topco Parent for purposes of this Agreement; provided, further, that no securityholder of the Company shall be deemed an Affiliate of any other securityholder of the Company solely by reason of an investment in the Company; and provided, further, that a portfolio company of a Sponsor shall not be deemed to be an Affiliate of such Sponsor.

"Agreement" has the meaning set forth in the preamble.

"Board" means the board of directors of the Company.

"Business Day" means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

"Closing" means the closing of the IPO.

"Co-Invest LPA" means the Amended and Restated Agreement of Limited Partnership of the Co-Investor, dated as of May 15, 2015.

"Co-Invest Partner" means a Person (other than Warburg Pincus) who is or was a limited partner in the Co-Investor.

"Co-Investor" means Bull Co-Invest L.P., which shall act through the WP Designated Sponsor Fund except as expressly provided otherwise herein.

"Common Stock" means the common stock, par value $0.01 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, stock dividend or combination, or any reclassification, recapitalization, merger, consolidation, share exchange or other similar reorganization.

"Company" has the meaning set forth in the preamble.

"Company Confidential Information" has the meaning set forth in Section 6.05.

"Company Shares" means issued and outstanding shares of Common Stock.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "Controlled" has a correlative meaning.

"Credit Agreement" means that certain Credit Agreement, dated as of December 13, 2019, by and among the Company, Sotera Health Holdings, LLC, a Delaware limited liability company and direct wholly-owned Subsidiary of the Company, the lenders and issuing banks party thereto and JEFFERIES FINANCE LLC, as first lien administrative agent and first lien collateral agent, together with all other agreements and documents entered into pursuant to the terms thereof or in connection therewith, in all cases, as amended, modified or supplemented from time to time, and any successor credit agreement or other financing used to refinance the initial credit agreement or any subsequent agreement.

"Designated Sponsor Directors" means the WP Directors and the GTCR Directors, collectively.

"Designated Sponsor Fund" means the WP Designated Sponsor Fund or the GTCR Designated Sponsor Fund, or both, as the context requires.

"Director Indemnitee" has the meaning set forth in Section 2.02(b)(ii).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder.

"External Recipients" has the meaning set forth in Section 6.05.

"Existing Shares" has the meaning set forth in Section 4.01(a).

"Fund Indemnitors" has the meaning set forth in Section 2.02(b)(ii).

"GTCR" means GTCR Fund XI/A VCOC, GTCR Fund XI/C VCOC, GTCR Co-Invest XI LP and their respective Affiliates.

"GTCR Designated Sponsor Fund" means each of the GTCR Fund XI/A VCOC and the GTCR Fund XI/C VCOC or such other GTCR Stockholder designated by GTCR (in writing to the Partnership) as a GTCR Designated Sponsor Fund from time to time. For purposes of the rights of a Designated Sponsor Fund under this Agreement, all GTCR Designated Sponsor Funds shall collectively be regarded as a single Designated Sponsor Fund.

"GTCR Director" has the meaning set forth in Section 2.01(c)(ii).

"GTCR Fund XI/A VCOC" means GTCR Fund XI/A LP.

"GTCR Fund XI/C VCOC" means GTCR Fund XI/C LP.

"GTCR Stockholders" means, collectively, GTCR Fund XI/A VCOC, GTCR Fund XI/C VCOC, GTCR Co-Invest XI LP and their respective Affiliates that are, from time to time, stockholders of the Company, each of which shall act through the applicable GTCR Designated Sponsor Fund except as expressly provided otherwise herein.

"Identified Person" has the meaning set forth in Section 6.03(a).

"Indemnification Agreements" has the meaning set forth in Section 2.01(i)(ii).

"Indenture" means that certain Indenture, dated as of the December 13, 2019, by and among the Company, Sotera Health Holdings, LLC, a Delaware limited liability company and direct wholly-owned Subsidiary of the Company, as issuer, the subsidiary note parties party thereto and Wilmington Trust, National Association, as second lien notes collateral agent, calculation agent and trustee, together with all other agreements and documents entered into pursuant to the terms thereof or in connection therewith, in all cases, as amended, modified or supplemented from time to time, and any successor indenture or any subsequent agreement.

"Initial Holding Period" has the meaning set forth in Section 4.01(a).

"Investment Company Act" means the Investment Company Act of 1940, as amended from time to time, and the rules and regulations promulgated thereunder.

"Internal Recipients" has the meaning set forth in Section 6.05.

"IPO" has the meaning set forth in the recitals.

"LPA" has the meaning set forth in the recitals.

"Management Stockholder" means a Stockholder (including, with respect to any estate planning, personal services or similar vehicle, its Affiliates) who provides or has in the past provided Services.

"Necessary Action" means, with respect to a specified result, all actions (to the extent permitted by applicable laws and stock exchange regulations) necessary to cause such result, including (i) voting or providing a written consent or proxy with respect to the Company Shares, (ii) calling and attending meetings in person or by proxy for purposes of obtaining a quorum and causing the adoption of stockholders' resolutions and amendments to the Company's certificate of incorporation or by-laws, (iii) causing members of the Board (to the extent such members were nominated or designated by the Person obligated to undertake the Necessary Action, and subject to any fiduciary duties that such members may have as directors of the Company) to act in a certain manner or causing them to be removed in the event they do not act in such a manner, (iv) executing agreements and instruments, and (v) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

"Parties" means the Company and the Stockholders.

"Permitted Recipients" has the meaning set forth in Section 6.05.

"Permitted Transferee" means with respect to any Management Stockholder, any spouse, lineal descendant, parent, heir, sibling, executor, administrator, testamentary trust, trustee or legatee of such Management Stockholder or any trust or other Person in which the sole (direct or indirect) beneficiaries or other equity holders thereof are such Management Stockholder or any of the other Persons referred to herein.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or any other entity.

"Preferred Stock" means any preferred stock, par value $0.01 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or other similar reorganization.

"Public Offering" means any public offering and sale of equity securities of the Company or its successor for cash pursuant to an effective registration statement (other than on Form S-4, S-8 or a comparable form) under the Securities Act.

"Private Sale" means a sale of Company Shares for consideration in a privately negotiated transaction, including a block trade (but for the avoidance of doubt, a Private Sale shall exclude a Public Sale, any distribution-in-kind by the Sponsors to direct or indirect limited partners and a Transfer by a Sponsor to an Affiliate).

"Private Sale Eligible Shares" means, with respect to a Management Stockholder, a number of Company Shares equal to the product of (i) the number of Company Shares then owned by Management Stockholder subject to the restrictions on Transfer set forth in Section 4.01 *multiplied by* (ii) a fraction, the numerator of which is the number of Company Shares sold by the Sponsors in a Private Sale and the denominator of which is the total number of Company Shares held by Sponsors immediately prior to such Private Sale.

"Public Sale" means any sale of Company Shares (i) to the public pursuant to an offering registered under the Securities Act or (ii) to the public through a broker, dealer or market maker pursuant to the provisions of Rule 144 promulgated under the Securities Act.

"Public Sale Eligible Shares" means, with respect to a Management Stockholder, a number of Company Shares equal to the product of (i) the number of Company Shares then owned by Management Stockholder subject to the restrictions on Transfer set forth in Section 4.01 *multiplied by* (ii) a fraction, the numerator of which is the number of Company Shares sold by the Sponsors in such Public Sale and the denominator of which is the total number of Company Shares held by Sponsors immediately prior to such Public Sale.

"Registration Rights Agreement" means the Amended and Restated Registration Rights Agreement dated as of the date hereof, by and among the WP Stockholders, the GTCR Stockholders, the Co-Investor, the Company and the other parties thereto, as amended, modified or supplemented from time to time.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

"Services" means the provision of services to Topco Parent, the Company or any of their respective Subsidiaries as an employee, manager, director or independent contractor of Topco Parent or the Company or as an employee, manager, director or independent contractor of any of their respective Subsidiaries.

"Sponsor" means either (i) the WP Stockholders together or (ii) the GTCR Stockholders together, and "Sponsors" means, collectively, the WP Stockholders and the GTCR Stockholders.

"Sponsor Affiliated Person" has the meaning set forth in Section 6.05.

"Stockholder" has the meaning set forth in the preamble.

"Stockholders" has the meaning set forth in the preamble.

"Subsidiary" of any Person means any Person (i) of which a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such first Person or any Subsidiary of such first Person or (ii) with respect to which such Person or any of its Subsidiaries is a general partner or managing member or is allocated or has the right to be allocated (through partnership interests or otherwise) a majority of such second Person's gains or losses; provided, that the Company shall not be deemed a Subsidiary of any Sponsor.

"Transfer" means, with respect to any Company Shares, a direct or indirect transfer, sale, exchange, assignment, pledge, hypothecation or other encumbrance or other disposition of such Company Shares, including by way of a merger, consolidation, division, share exchange, business combination or otherwise, including the grant of an option or other right, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law.

"Topco Parent" has the meaning set forth in the recitals.

"Trading Day" means a day on which the Company Shares are traded on the Nasdaq Global Select Market or any other market in which such securities are quoted for purchase and sale.

"Transferred", "Transferring" and "Transferee" shall each have a correlative meaning to the term "Transfer."

"VWAP" means the volume weighted average of the trading prices of shares of the Company Shares on the Nasdaq Global Select Market or any other market in which such securities are quoted for purchase and sale (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by the parties) during the twenty (20) consecutive Trading Days preceding the date of a Transfer; provided that if, from the beginning of the twenty-first (21st) Trading Day prior to the date of such Transfer until the date of such Transfer, there shall occur any change, or the record date for any change, in the outstanding shares of Company Shares as a result of any reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, or any stock dividend, in each case other than pursuant to the terms of any equity-based compensation or incentive plan sponsored by the Company that is in effect and disclosed by the Company with the SEC prior to such date, the VWAP shall be equitably adjusted to reflect such change.

"Warburg Pincus" means Warburg Pincus Private Equity XI, L.P. and its Affiliates (other than the Co-Investor).

"WP Designated Sponsor Fund" means Warburg Pincus Private Equity XI, L.P. or one of its Affiliates designated by Warburg Pincus (in writing to the Company) as the WP Designated Sponsor Fund from time to time.

"WP Director" has the meaning set forth in Section 2.01(c)(i).

"WP Stockholders" means, collectively, Warburg Pincus Private Equity XI, L.P., Warburg Pincus XI Partners, L.P., WP XI Partners, L.P., Warburg Pincus Private Equity XI-B, L.P., Warburg Pincus Private Equity XI-C, L.P., the Co-Investor and their respective Affiliates that are, from to time, stockholders of the Company, each of which shall act through the WP Designated Sponsor Fund except as expressly provided otherwise herein.

Section 1.02. Other Interpretive Provisions. (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(a) The words "hereof", "herein", "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and subsection, Section and Exhibit references are to this Agreement unless otherwise specified.

(b) The term "including" is not limiting and means "including without limitation."

(c) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(d) Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

(e) For all purposes under this Agreement, when determining the percentage represented by the number of Company Shares owned by any Stockholder at any time relative to the number of Company Shares owned by such Stockholder as of immediately following the Closing, such determination shall be equitably adjusted to appropriately account for any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change with respect to the Company Shares occurring after the Closing and prior to such determination, to the extent necessary to provide the parties with the same effect as contemplated by this Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change.

ARTICLE II

CORPORATE GOVERNANCE

Section 2.01. The Board.

(a) Composition of Initial Board. Prior to the Closing, the Sponsors shall take all Necessary Action to cause: (i) the Board, as of immediately following the Closing, to comprise the following nine (9) directors: James C. Neary, Stephanie Geveda, Ruoxi Chen, David A. Donnini, Constantine S. Mihas, Sean L. Cunningham, Michael B. Petras, Jr., Ann R. Klee, and Vincent K. Petrella and (ii) the Chairman of the Board, as of immediately following the Closing, to be Michael B. Petras, Jr.

(b) Classified Board.

(i) The Board shall be divided into three (3) classes of directors as follows: (A) the initial class I directors shall include James C. Neary, Constantine Mihas and Michael B. Petras, Jr., (B) the initial class II directors shall include Ruoxi Chen, David A. Donnini and Ann R. Klee, and (C) the initial class III directors shall include Stephanie Geveda, Sean L. Cunningham and Vincent K. Petrella.

(ii) The initial term of the class I directors shall expire at the first annual meeting of the stockholders following the date hereof at which directors

are elected. The initial term of the class II directors shall expire at the second annual meeting of the stockholders following the date hereof at which directors are elected. The initial term of the class III directors shall expire at the third annual meeting of the stockholders following the date hereof at which directors are elected. Following the expiration of the initial term of any class of directors, all subsequent terms of such class shall be for a period of three (3) years.

(c) WP and GTCR Designees.

(i) For so long as the WP Stockholders collectively own a number of Company Shares representing at least the percentage shown below of the number of Company Shares collectively owned by the WP Stockholders as of immediately following the Closing, there shall be included in the slate of nominees recommended by the Board for election as directors at each applicable annual or special meeting of stockholders at which directors are to be elected that number of individuals designated by the WP Designated Sponsor Fund that, if elected, will result in the WP Stockholders having the number of directors serving on the Board that is shown below (each such director, a "WP Director"). The WP Designated Sponsor Fund hereby designates three (3) of its five (5) WP Directors as James C. Neary, Stephanie Geveda and Ruoxi Chen.

Percent	Number of Directors
80% or greater	5
60% or greater	4
Less than 60% but greater than or equal to 40%	3
Less than 40% but greater than or equal to 20%	2
Less than 20% but greater than or equal to 6 ⅔%	1
Less than 6 ⅔%	0

(ii) For so long as the GTCR Stockholders collectively own a number of Company Shares representing the percentage shown below of the number of Company Shares collectively owned by the GTCR Stockholders as of immediately following the Closing, there shall be included in the slate of nominees recommended by the Board for election as directors at each applicable annual or special meeting of stockholders at which directors are to be elected that number of individuals designated by the GTCR Designated Sponsor Fund that, if elected, will result in the GTCR Stockholders having the number of directors serving on the Board that is shown below (each such director, a "GTCR Director"). The GTCR Designated Sponsor Fund hereby designates three (3) GTCR Directors as David A. Donnini, Constantine S. Mihas, Sean L. Cunningham.

Percent	Number of Directors
70% or greater	3
Less than 70% but greater than or equal to 40%	2
10% or greater	1
Less than 10%	0

(iii) In the event that any Designated Sponsor Fund has designated fewer than the total number of designees such Designated Sponsor Fund shall be entitled to designate pursuant to this Section 2.01, such Designated Sponsor Fund shall have the right, at any time and from time to time, to designate such additional designees to which it is entitled pursuant to this Section 2.01, in which case each Sponsor shall take all Necessary Action (including, as requested by such Designated Sponsor Fund, by increasing the size of the Board, electing such designees to the Board and causing the resignation of any directors other than the Designated Sponsor Directors) to enable such Designated Sponsor Fund to designate and effect the election or appointment of such additional individual or individuals.

(iv) Upon any decrease in the number of directors that a Designated Sponsor Fund is entitled to designate for election to the Board, each WP Director or GTCR Director, as applicable, shall be permitted to complete their remaining term in office. Following any such decrease and expiration of the next expiring term of a WP Director or GTCR Director, as applicable, the Parties shall take all Necessary Action to cause the authorized size of the Board to be reduced accordingly unless a majority of the remaining Designated Sponsor Directors, if any, determine not to reduce the authorized size of the Board.

(d) Reserved.

(e) Removal; Vacancies. Upon request by any Designated Sponsor Fund to (i) cause the removal of any of its respective designees to the Board, each Sponsor shall take all Necessary Action to cause the removal of any such designee at the request of the applicable Designated Sponsor Fund or (ii) designate for election to the Board a director to fill any vacancy created by reason of death, removal or resignation of any of its designees to the Board, and each Sponsor shall take all Necessary Action to cause any such vacancy to be filled by a replacement director designated by such Designated Sponsor Fund as promptly as reasonably practicable; provided, that, for the avoidance of doubt and notwithstanding anything to the contrary in this Section 2.01(e), no Designated Sponsor Fund shall have the right to designate a replacement director, and the Sponsors shall not be required to take any action to cause any vacancy to be

filled by any such designee, to the extent that election or appointment of such designee to the Board would result in the Board having as members, at any time, a number of directors designated by such Designated Sponsor Fund in excess of the number of directors that such Designated Sponsor Fund is then entitled to designate for membership on the Board pursuant to Section 2.01(c).

(f) Additional Directors. Subject to the rights of holders of any series of Preferred Stock, for so long as any Designated Sponsor Fund has the right to designate at least one (1) director under this Agreement, without the consent of each Designated Sponsor Fund, the Company will take all Necessary Action to ensure that the number of directors serving on the Board shall not exceed eleven (11); provided, that the number of directors may be increased if necessary to satisfy the requirements of applicable laws and stock exchange regulations.

(g) Quorum. The quorum for a meeting of the Board shall require:

(i) the presence of a majority of the directors then in office;

(ii) for so long as the WP Designated Sponsor Fund shall be entitled to designate any director pursuant to Section 2.01, at least one (1) WP Director; provided, however, that if a meeting of the Board called in accordance with the Company's certificate of incorporation and by-laws fails to achieve a quorum due to the absence of a WP Director, then any director or officer of the Company may send a new notice of meeting of the Board in accordance with the Company's certificate of incorporation and by-laws and a quorum at such meeting shall require only the presence of a majority of votes of all the directors then in office and, subject to the proviso to Section 2.01(g)(iii), for so long as the GTCR Designated Sponsor Fund shall be entitled to designate any director pursuant to Section 2.01, at least one (1) GTCR Director; and

(iii) for so long as the GTCR Designated Sponsor Fund shall be entitled to designate any director pursuant to Section 2.01, at least (1) GTCR Director; provided, however, that if a meeting of the Board called in accordance with the Company's certificate of incorporation and by-laws fails to achieve a quorum due to the absence of a GTCR Director, then any director or officer of the Company may send a new notice of meeting of the Board in accordance with the Company's certificate of incorporation and by-laws and a quorum at such meeting shall require only the presence of a majority of votes of all the directors then in office and, subject to the proviso to Section 2.01(g)(ii), for so long as the WP Designated Sponsor Fund shall be entitled to designate any director pursuant to Section 2.01, at least one (1) WP Director.

Section 2.02. Indemnification.

(a) Each Sponsor and their respective Affiliates (provided, for the avoidance of doubt, that Subsidiaries of the Company shall not be considered Affiliates for this purpose), or any current, former, direct or indirect partner, manager, member, shareholder, employee, director, officer, management company, incorporator, successor or agent of such Person (collectively, the "Indemnified Persons") who was or is made a party or is threatened to be made

a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a holder of equity securities of Topco Parent or the Company, shall be indemnified by the Company to the fullest extent permitted by applicable Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by such Person in connection with such Proceeding; provided, that such Person had no reasonable cause to believe that such Person's conduct was unlawful; provided further, that, such actions or omissions on which such proceeding or threatened proceeding are based were not found by a court of competent jurisdiction, upon entry of a final and non-appealable judgment to constitute fraud, gross negligence or willful misconduct. No amendment, modification or repeal of this Section 2.02(a) shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Section 2.02(a) could involve indemnification for negligence (other than gross negligence) or under theories of strict liability. Reasonable expenses incurred by an Indemnified Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Company in advance of the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company.

(b) Fees, Expenses, Indemnification and Insurance.

(i) The Company shall (A) pay to each Designated Sponsor Director such fees or equity consideration as may be determined by the Board, (B) reimburse each Designated Sponsor Director for all reasonable out-of-pocket expenses incurred in connection with such director's attendance at meetings of the Board and any committee thereof, including reasonable travel, lodging and meal expenses, (C) enter into indemnification agreements with each Designated Sponsor Director agreeing to indemnify and advance expenses to such Designated Sponsor Director, in each case, to the maximum extent permitted by applicable law, (D) include in its certificate of incorporation or by-laws provisions for exculpation and indemnification of, and advancement of expenses to, the Designated Sponsor Directors, in each case to the maximum extent permitted by applicable law, and (E) obtain customary director and officer indemnity insurance, which insurance shall name as insured each Designated Sponsor Director.

(ii) The Company hereby acknowledges that, in addition to the rights provided to each Indemnified Person, each WP Director and each GTCR Director (each, a "Director Indemnitee") pursuant to this Agreement, the Company's certificate of incorporation, by-laws or any indemnification agreements that such directors may enter into with the Company from time to time to (the "Indemnification Agreements"), such Persons may have certain rights to

indemnification and/or advancement of expenses provided by, and/or insurance obtained by, the Sponsors and/or certain of their Affiliates (excluding the Company and its Subsidiaries), whether now or in the future (collectively, the "Fund Indemnitors"). Notwithstanding anything to the contrary in any of the Indemnification Agreements or this Agreement, the Company hereby agrees that, with respect to its indemnification and advancement obligations to the Indemnified Persons, each WP Director and each GTCR Director under the Indemnification Agreements, this Agreement or otherwise, the Company (A) is the indemnitor of first resort (i.e., its obligations to indemnify the Indemnified Persons, each WP Director and each GTCR Director are primary and any obligation of the Fund Indemnitors or their insurers to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Indemnified Persons, each WP Director and each GTCR Director is secondary and excess), (B) shall be required to advance the full amount of expenses incurred by each Indemnified Persons, each WP Director and each GTCR Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by each Indemnified Persons, each WP Director and each GTCR Director or on his or her behalf to the extent legally permitted and as required by this Agreement, the Company's certificate of incorporation, bylaws or any the Indemnification Agreements, without regard to any rights such Director Indemnitees may have against the Fund Indemnitors or their insurers, and (C) irrevocably waives, relinquishes and releases the Fund Indemnitors and such insurers from any and all claims against the Fund Indemnitors or such insurers for contribution, by way of subrogation or any other recovery of any kind in respect thereof. In furtherance and not in limitation of the foregoing, the Company agrees that in the event that any Fund Indemnitor or its insurer should advance any expenses or make any payment to an Indemnified Person, a WP Director or a GTCR Director for matters subject to advancement or indemnification by the Company pursuant to the Company's certificate of incorporation or bylaws, an Indemnification Agreement, this Agreement or otherwise, the Company shall promptly reimburse such Fund Indemnitor or insurer and that such Fund Indemnitor or insurer shall be subrogated to all of the claims or rights of such Indemnified Person, WP Director or GTCR Director under the Company's certificate of incorporation or bylaws, the Indemnification Agreements, this Agreement or otherwise, including to the payment of expenses in an action to collect. The Company agrees that any Fund Indemnitor or its insurer not a party hereto shall be an express third party beneficiary of this Section 2.02(b)(ii), able to enforce such clause according to its terms as if it were a party hereto. Nothing contained in the Indemnification Agreements is intended to limit the scope of this Section 2.02(b)(ii) or the other terms set forth in this Agreement or the rights of the Fund Indemnitors or their insurers hereunder.

Section 2.03. Financial Statements and Reports.

(a) The Company shall provide to each Sponsor, so long as such Sponsor's Designated Sponsor Fund shall be entitled to designate at least one (1) director pursuant to Section 2.01:

(i) monthly operating reports as soon as available and not later than thirty (30) days following the applicable month end;

(ii) budgets as and when prepared;

(iii) notice of events that, in the Board's determination, would reasonably be expected to have a material impact on the business operations of the Company and its Subsidiaries taken as a whole, including the commencement of criminal or material civil actions;

(iv) such other information as may reasonably be requested by a Sponsor or as is otherwise required by applicable law; and

(v) all information provided to all directors of the Company, in their capacity as such, including all meeting "pre-read" materials, proposed resolutions and minutes of meetings, except if doing so would, in the opinion of counsel to the Company, jeopardize the attorney-client privilege for attorney-client privileged communications .

(b) Without limiting the generality of Section 6.05, the Company acknowledges and agrees that the WP Stockholders may disclose to the Co-Investor and the Co-Invest Limited Partners the information required to be disclosed pursuant to Section 7.04 of the Co-Invest LPA or any other agreement between the Co-Investor and a Co-Invest Limited Partner for so long as the Co-Investor and the Co-Invest Limited Partners are subject to a duty of confidentiality with respect to such information.

Section 2.04. Certain Acknowledgments.

(a) Each Party acknowledges and agrees that Topco Parent has fully satisfied its obligations under Section 9.02 of the LPA and does hereby forever waive, release and discharge Topco Parent to the fullest extent permitted by law from any and all actions, causes of action, claims, demands, demands for indemnification, damages, losses, liabilities, awards, judgments, costs, expenses, debts, dues and suits of every kind, nature and description whatsoever now existing or hereafter arising under Section 9.02 of the LPA.

(b) Each Party acknowledges and agrees that in connection with the distribution of Company Shares by Topco Parent to its limited partners in accordance with the LPA, fractional Company Shares that would otherwise have been distributable to Stockholders in accordance with Section 4.01 of the LPA have been rounded up or rounded down to the nearest whole Company Share. Notwithstanding such rounding, the Stockholders acknowledge and agree that such rounding is permitted under Section 4.01 and Article XIII of the LPA and Topco Parent shall have no liability for such rounding.

(c) Each Stockholder acknowledges and agrees that on or prior to the date hereof, such Stockholder has received a distribution of Company Shares and/or cash from Topco Parent in accordance with Section 4.01 of the LPA and that the Company Shares and cash distributed to the limited partners of Topco Parent in such distribution constitute substantially all of the assets of Topco Parent. Accordingly, Topco Parent has or will enter into dissolution following such distribution pursuant to Section 10.01 of the LPA. Each Stockholder further acknowledges and agrees that following the dissolution and completion of the winding up of Topco Parent, the certificate of limited partnership of Topco Parent will be canceled by a filing with the Secretary of State of the State of Delaware and all equity interests in Topco Parent will be canceled for no consideration and Topco Parent shall cease to exist.

Section 2.05. Voting Agreement; Certain Actions.

(a) Each Sponsor agrees to take all Necessary Action, including by casting all votes to which such Stockholder is entitled in respect of its Company Shares, whether at any annual or special meeting, by written consent or otherwise, so as to cause the election, removal and replacement of directors in the manner contemplated in Section 2.01 and to otherwise give the fullest effect possible to the provisions of this Article II.

(b) The Company agrees, to the extent permitted by applicable laws and stock exchange regulations, to include in the slate of nominees recommended by the Board for election at any meeting of stockholders called for the purpose of electing directors the individuals designated pursuant to Section 2.01 and to nominate and recommend each such individual to be elected as a director as provided herein, and to solicit proxies or consents in favor thereof, and take all Necessary Action to otherwise give the fullest effect possible to the provisions of this Article II.

Section 2.06. Committees.

(a) The Board may designate one or more committees of the Board, each committee to consist of one or more directors. To the extent permitted by applicable laws and stock exchange regulations, the Sponsors shall be represented on each committee of the Board in proportion to the number of directors each Sponsor's Designated Sponsor Fund is permitted to appoint pursuant to Section 2.01(c); provided that each Sponsor shall, to the extent permitted by applicable laws and stock exchange regulations, be entitled to at least one (1) director on each committee; provided further, that each Designated Sponsor Fund may, within its sole discretion, decide not to designate any of its Designated Sponsor Directors to serve on one or more committees of the Board. As used in this Agreement, the term "committee" shall refer to any committee of the Board and any subcommittee of any such committee.

(b) Without limiting the generality of the foregoing Section 2.06(a), for so long as the WP Designated Sponsor Fund shall be entitled to designate at least one (1) director pursuant to Section 2.01, the Chairman of the Compensation Committee shall be a member of the Board selected by the WP Directors.

(c) The quorum for a meeting of any committee of the Board shall require:

(i) for so long as at least one (1) WP Director serves on such committee, at least one (1) WP Director that serves on such committee; provided, however, that if a meeting of such committee called in accordance with the Company's certificate of incorporation and bylaws and the charter or resolutions of the Board constituting such committee fails to achieve a quorum due to the absence of the WP Director(s), then any director or officer of the Company may send a new notice of meeting of such committee in accordance with the Company's certificate of incorporation and bylaws or the charter or resolutions of the Board constituting such committee and a quorum at such meeting shall require only the presence of a majority of votes of all the directors that serve on such committee and, subject to the proviso to Section 2.06(c)(ii), for so long as at least one (1) GTCR Director serves on such committee, at least one (1) GTCR Director; and

(ii) for so long as at least one (1) GTCR Director serves on such committee, at least one (1) GTCR Director that serves on such committee; provided, however, that if a meeting of such committee called in accordance with

the Company's certificate of incorporation and by-laws and the charter or resolutions of the Board constituting such committee fails to achieve a quorum due to the absence of the GTCR Director(s), then any director or officer of the Company may send a new notice of meeting of such committee in accordance with the Company's certificate of incorporation and by-laws or the charter or resolutions of the Board constituting such committee and a quorum at such meeting shall require only the presence of a majority of votes of all the directors that serve on such committee and, subject to the proviso to Section 2.06(c)(i), for so long as at least one (1) WP Director serves on such committee, at least one (1) WP Director.

ARTICLE III

APPROVAL RIGHTS

Section 3.01. Required Approvals. Subject to Section 3.02, the Company shall not take or commit to take, and (to the extent applicable) shall not cause or permit any of its Subsidiaries to take or commit to take, directly or indirectly, whether by amendment, merger, consolidation, reorganization or otherwise, any of the following actions without the approval of 75% of the total number of directors then in office.

(a) consummation of any acquisition of the stock (including a minority interest) or assets of any other entity (other than a Subsidiary of the Company), in a single transaction or a series of related transactions (whether by purchase, tender offer, exchange offer, merger, other business combination transaction or otherwise), with a value in excess of $300 million in the aggregate;

(b) a consolidation, merger or other business combination of the Company with or into any other entity, or transfer (by lease, assignment, sale or otherwise) of all or substantially all of the Company's and its Subsidiaries' assets, taken as a whole, to another entity, or a "Change in Control" (or any similar term) as defined in the Company's or its Subsidiaries' indebtedness documents, other than any such consolidation, merger or other business combination solely between the Company and its Subsidiaries or between Subsidiaries of the Company;

(c) a disposition, in a single transaction or a series of related transactions, of any assets of the Company or any of its Subsidiaries with a value in excess of $300 million in the aggregate or for consideration in excess of $300 million, other than the sale of inventory or products in the ordinary course of business, other than a transaction solely between the Company and its Subsidiaries or between Subsidiaries of the Company;

(d) any change in the size of the Board, other than in accordance with Article II;

(e) any amendment, modification or repeal of any provision of the Company's certificate of incorporation or by-laws;

(f) a termination of the Chief Executive Officer or designation of a new Chief Executive Officer;

(g) any change in the composition of any committee of the Board;

(h) except for compensation arrangements approved by the Compensation Committee of the Board in the ordinary course and in accordance with the charter of the Compensation Committee of the Board, entry into, or expansion of existing, compensation arrangements with (i) any executive officer of the Company or (ii) Affiliates of (A) the Company (other than any Subsidiary of the Company) or (B) any executive officer of the Company;

(i) the issuance of additional shares of any class or series of capital stock or equity interests of the Company or any of its Subsidiaries, other than, (A) in the case of the Company, any award under any stockholder approved equity compensation plan, (B) in the case of a Subsidiary of the Company, to the Company or another direct or indirect Subsidiary of the Company and (C) as required by the organizational documents of a Subsidiary of the Company or a contract to which a Subsidiary of the Company is party, in each case, that is in effect on the date hereof; or

(j) the incurrence of additional indebtedness, in a single transaction or a series of related transactions, by the Company or any of its Subsidiaries in an amount in excess of $300 million outstanding at any one time, other than (i) intercompany debt among Subsidiaries of the Company or the Company and any Subsidiary and (ii) incurrence of additional indebtedness under the Credit Agreement or Indenture.

Section 3.02. Termination of Required Approvals. The approval rights set forth in Section 3.01 shall terminate at such time as neither the WP Designated Sponsor Fund nor the GTCR Designated Fund has the right individually to designate at least three (3) directors pursuant to Section 2.01.

ARTICLE IV

TRANSFERS.

Section 4.01. Limitations on Transfer.

(a) Until the sixth (6th) anniversary of the date hereof, no Management Stockholder may Transfer any of its Company Shares held on the date hereof (excluding, for the avoidance of doubt, any Company Shares acquired pursuant to equity awards issued under the Company's 2020 Omnibus Incentive Plan) ("Existing Shares") or securities of the Company or its Subsidiaries issued in respect of such Existing Shares, or in substitution for Existing Shares, in connection with any stock split, stock dividend or combination, or any reclassification, recapitalization, merger, consolidation, share exchange or other similar reorganization; provided, that such prohibition shall not apply to Transfers (i) to a Permitted Transferee that is being effected for bona fide estate planning or similar purposes, (ii) made pursuant to applicable laws of descent or distribution or to such Management Stockholder's legal guardian in the case of mental incapacity, (iii) with the prior written consent of a majority of the members of the Compensation Committee of the Board, (iv) in connection with a merger of the Company or

solely to tender into a tender or exchange offer commenced by a third party or by the Company; provided, that with respect to an unsolicited tender or exchange offer commenced by a third party, such Transfer shall be permitted only if the Board is affirmatively publicly recommending to the Company's shareholders that such shareholders tender into such offer, (v) of vested Company Shares in a Public Sale (A) at such time as the Sponsors sell Company Shares in a Public Sale; provided however, that the Management Stockholder may only Transfer a number of vested Company Shares up to the number of Public Sale Eligible Shares, or (B) pursuant to the penultimate sentence of this Section 4.01(a), (vi) of vested Company Shares in a Public Sale or Private Sale following a Private Sale by the Sponsors up to the number of Private Sale Eligible Shares and (vii) to a bona fide charity or donor-advised fund organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; provided that no Management Stockholder may make Transfers pursuant to this clause (vii) in a single calendar year in excess of the lesser of (A) $3,000,000 worth of Company Shares determined based on the VWAP at the time of such Transfer and (B) ten percent (10%) of the Company Shares subject to the restrictions on Transfer set forth in this Section 3.01 held by such Management Stockholder at the beginning of the calendar year in which such Transfer takes place. If at the time of a Public Sale by the Sponsors, the Management Stockholder is not permitted to, or chooses not to Transfer all such Public Sale Eligible Shares and Private Sale Eligible Shares, the Management Stockholder shall retain the right to Transfer at a future date in a Public Sale, a number of vested Company Shares equal to the lesser of (x) the number of vested Company Shares then owned by the Management Stockholder as of such future date and (y) that portion of such Public Sale Eligible Shares and Private Sale Eligible Shares which the Management Stockholder was not permitted to Transfer, or chose not to Transfer in a prior Public Sale. For the avoidance of doubt, the number of Public Sale Eligible Shares and Private Sale Eligible Shares shall be cumulative and increase with each Public Sale or Private Sale by the Sponsors, but be reduced for the number of vested Company Shares Transferred by a Management Stockholder pursuant to Section 4.01(a)(iv) or Section 4.01(a)(v).

(b) The limitations on Transfers of Company Shares set forth in this Article IV are in addition to any restrictions set forth in the Registration Rights Agreement, any "lock up" restrictions imposed by the underwriters in connection with any Public Offering, any other plan, program, contract, agreement or policy pursuant to which the Company Shares may be subject, and any restrictions imposed by applicable law.

(c) Any purported Transfer of Company Shares other than in accordance with this Agreement shall be null and void, and the Company shall refuse to recognize any such Transfer for any purpose and shall not, and shall cause any transfer agent not to, reflect in its records any change in record ownership of Company Shares pursuant to any such Transfer.

(d) Except as provided in the Registration Rights Agreement, any Stockholder that proposes to Transfer Company Shares in accordance with the terms and conditions hereof shall be responsible for any expenses incurred by the Company in connection with such Transfer.

Section 4.02. Rights and Obligations of Transferees. Any Transferee of Company Shares that is an Affiliate or Permitted Transferee of any Stockholder shall be required, at the time of and as a condition to such Transfer, to become a party to this Agreement by executing and delivering a Joinder Agreement in the form of Exhibit A hereto (and thereby making the representations and warranties set forth in Article V hereof) and such other

documents as may be necessary, in the reasonable opinion of the Sponsors (or, if either Sponsor's Designated Sponsor Fund shall have ceased to have the right to designate any directors pursuant to Section 2.01, the reasonable opinion of the Sponsor whose Designated Sponsor Fund continues to have the right to designate at least one (1) director pursuant to Section 2.01), to make such Person a party hereto, whereupon such Transferee will be treated as a Stockholder for all purposes of this Agreement; provided, that no Transferee of Company Shares shall be required to become a party to this Agreement if such Transferee acquired such Company Shares (a) after the sixth (6th) anniversary of the date hereof (or the foregoing transfer restrictions otherwise have expired) or (b) in a sale to the public in a Public Sale or in a permissible Private Sale.

Section 4.03. Legends.

(a) Each certificate representing Company Shares, if any, issued to a Stockholder shall bear a legend on the reverse side thereof substantially in the following form in addition to any other legend determined by the Company or as required by applicable law or by agreement with the Company (and, in the case of uncertificated Company Shares, notice of such legend shall be given in accordance with applicable law):

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD, UNLESS IT HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE (AND, IN SUCH CASE, AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY MAY BE REQUESTED BY THE COMPANY TO THE EFFECT THAT SUCH OFFER OR SALE IS NOT REQUIRED TO BE REGISTERED UNDER THE SECURITIES ACT).

THIS SECURITY MAY BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN A STOCKHOLDERS AGREEMENT, DATED AS OF [•], 2020 (AS MAY BE AMENDED OR RESTATED FROM TIME TO TIME), A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY AT ITS PRINCIPAL EXECUTIVE OFFICES FREE OF CHARGE.

(b) Upon the permitted sale of any Company Shares (i) in a Public Offering, (ii) in compliance with Rule 144 under the Securities Act, or (iii) pursuant to another exemption from registration under the Securities Act, or upon the termination of this Agreement in accordance with its terms, upon the written request of the holder of such Company Shares, any certificates representing such Company Shares shall be replaced, at the expense of the Company, with certificates or instruments not bearing the legends required by Section 4.03(a); provided, that the Company may condition any replacement of certificates pursuant to clause (iii) of this Section 4.03(b) on the receipt of an opinion of legal counsel reasonably satisfactory to the Company stating that such Company Shares are freely transferable under the Securities Act.

(c) If any Company Shares cease to be subject to any and all restrictions on Transfer and all other obligations set forth in this Agreement, upon the written request of the

holder of such Company Shares, any certificates representing such Company Shares shall be replaced, at the expense of the Company, with certificates or instruments not bearing the second paragraph of the legends required by Section 4.03(a).

Section 4.04. Notice. Each Sponsor shall provide the Company with notice of a Transfer to a third party of Company Shares held by such Sponsor (excluding Transfers to Affiliates) reasonably promptly after such Transfer and in any event within ten (10) Trading Days following such Transfer.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Parties. Each of the Parties hereby represents and warrants to each other Party that on the date hereof:

(a) Such Party has the necessary legal capacity or power and authority to enter into this Agreement and to carry out its obligations hereunder. To the extent applicable, such Party is duly organized and validly existing under the laws of its jurisdiction of organization, and the execution of this Agreement, and the consummation of the transactions contemplated herein, have been authorized by all necessary corporate or other action, and no other act or proceeding, corporate or otherwise, on its part is necessary to authorize the execution of this Agreement or the consummation of any of the transactions contemplated hereby. This Agreement has been duly executed by such Party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and any implied covenant of good faith and fair dealing.

(b) The execution and delivery by such Party of this Agreement and the performance of its obligations hereunder do not and will not (i) conflict with, or result in the breach of any provision of the constitutive documents of such Party; (ii) result in any violation, breach, conflict, default or event of default (or an event which with notice, lapse of time, or both, would constitute a default or event of default), or give rise to any right of acceleration or termination or any additional payment obligation, under the terms of any material contract, agreement or permit to which such Party is a party or by which such Party's assets or operations are bound or affected; or (iii) violate, in any material respect, any law applicable to such Party, the Company or any of its Subsidiaries.

(c) Other than any consents that have already been obtained, no consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Party in connection with (i) the execution, delivery or performance of this Agreement or (ii) the consummation of any of the transactions currently contemplated herein, excluding, for the avoidance of doubt, any transactions contemplated herein solely as a result of one or more amendments to this Agreement following the date hereof.

(d) If such Party is a Stockholder, such Party understands that Company Shares cannot be sold or otherwise disposed of unless they are registered under the Securities

Act and applicable U.S. state securities laws or unless an exemption from such registration is available, and that registration of Company Shares is subject to the terms and conditions set forth in the Registration Rights Agreement, and that accordingly such Stockholder is able and is prepared to bear the economic risk of making an investment in the Company and to suffer a complete loss of investment.

Section 5.02. Entitlement of the Parties to Rely on Representations and Warranties. The representations and warranties contained in Section 5.01 may be relied upon by the Parties in connection with the entering into of this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Termination. This Agreement shall terminate automatically (without any action by any Party):

(a) as to each Stockholder, as of the date that such Stockholder no longer owns any Company Shares; and

(b) as to all the Parties, as of the date that no Designated Sponsor Fund has the right to designate any directors pursuant to Section 2.01.

Section 6.02. Certificate of Incorporation and By-Laws. The provisions of this Agreement shall be controlling as among the Parties hereto and if any such provisions or the operation thereof conflict with the provisions of the Company's certificate of incorporation or by-laws, and the Parties shall take all action to enforce or cause the enforcement of the terms hereof. Without limiting the foregoing, the Sponsors and the Company agree to take all Necessary Action to amend the Company's certificate of incorporation or by-laws so as to avoid any conflict with the provisions hereof.

Section 6.03. Corporate Opportunity.

(a) Regulation of Certain Affairs. In recognition and anticipation that (i) certain partners, principals, directors, officers, members, managers, employees and/or other representatives of the Sponsors (each of the foregoing Persons other than the Sponsors, an "Identified Person") may serve as directors, officers or agents of the Company or its Subsidiaries, and (b) the Sponsors may now engage and may continue to engage in the same or similar activities (which shall include other business activities that overlap with or compete with those in which the Company or its Subsidiaries, directly or indirectly, may engage) or related lines of business in which the Company or its Subsidiaries, directly or indirectly, may engage, and/or may have an interest in the same or similar areas of corporate opportunities as the Company or its Subsidiaries, directly or indirectly, may have an interest, the provisions of this Section 6.03 are set forth to regulate and define the conduct of certain affairs of the Company and its Subsidiaries with respect to certain classes or categories of business opportunities as they may involve the Sponsors and the Identified Persons, and the powers, rights, duties and liabilities of the Company and its Subsidiaries and their respective officers, directors and stockholders in connection therewith.

(b) Competition and Corporate Opportunities. To the fullest extent permitted by law, (i) the Sponsors and the Identified Persons shall have the right to, and shall have no duty (contractual, fiduciary or otherwise) not to, directly or indirectly engage in the same or similar business activities or lines of business as the Company or any of its Subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or stockholder of any other person, including those lines of business deemed to be competing with the Company or any of its Subsidiaries, (ii) none of the Company or its stockholders or any of its Subsidiaries or their stockholders or equityholders shall have any rights in and to the business ventures of any Sponsor or Identified Person or the income or profits derived therefrom, (iii) each of the Sponsor and the Identified Persons may do business with any potential or actual customer or supplier of the Company of any of its Subsidiaries, (iv) each of the Sponsors and the Identified Persons may employ or otherwise engage any officer of employee of the Company or any of its Subsidiaries, and (v) the Company, on behalf of itself, its Subsidiaries and its and their respective stockholders, renounces any interest or expectancy of the Company and its Subsidiaries in, or in being offered an opportunity to participate in, any business opportunity that may from time to time be presented to any Sponsor or any Identified Person, even if the opportunity is one that the Company or its Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, (vi) no Sponsor or Identified Person shall have any duty to communicate or offer such business opportunity to the Company or any of its Subsidiaries or shall be liable to the Company or any of its Subsidiaries or any of their respective stockholders for breach of any fiduciary or other duty (contractual, fiduciary or otherwise), as a director or officer or otherwise, by reason of the fact that such Sponsor or Identified Person pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Company or its Subsidiaries unless, in the case of any such person who is a director or officer of the Company, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Company.

(c) The Sponsors and the Company shall take all Necessary Action to cause the Company's certificate of incorporation to include the renunciation on corporate opportunities by the Company and its Subsidiaries contemplated by Section 6.03(a) and Section 6.03(b) hereof. The Company's certificate of incorporation shall not be deemed to be in conflict with this Section 6.03 to the extent it provides a broader waiver or renunciation by the Company or its Subsidiaries of corporate opportunities that may be offered to or pursued by any Sponsor or Identified Person or provides other protections or benefits to any Sponsor or Identified Person with respect thereto. The Company acknowledges and agrees that the resolutions of the Board approving this Agreement shall constitute a resolution adopted pursuant to Section 122(17) of the DGCL adopting this Section 6.03, including the waiver and renunciation of the corporate opportunities identified herein.

Section 6.04. Publicity. The Company grants permission to the Sponsors to use the name and logo of the Company and its Subsidiaries in marketing materials used by each such Sponsor and its respective Affiliates. The Sponsors and/or their respective Affiliates, as the case may be, shall include a trademark attribution notice giving notice of the Company's and/or its Subsidiaries' ownership of their trademarks in any marketing materials in which the Company's and/or its Subsidiaries' name and logo appear.

Section 6.05. Sharing of Information. Except as set forth in this Section 6.05, the Sponsors shall maintain the confidentiality of the Company Confidential Information (as defined below) and cause the Sponsor Affiliated Persons (as defined below) and Internal Recipients (as defined below) to maintain the confidentiality of the Company Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, the Company hereby acknowledges and agrees that each of the Sponsors and its Affiliates, the Sponsor Designated Directors, or any officer of the Company that is an Affiliate of a Sponsor (each, a "Sponsor Affiliated Person") may, to the fullest extent permitted by applicable law, use for their own benefit and disclose to their respective Affiliates, directors, officers, representatives, agents and employees and professional advisers (the "Internal Recipients") and to (a) the investors, limited partners or members of the applicable Sponsor or its related investment funds and their respective representatives (and, to the extent required for such limited partners' or members' internal reporting obligations, Affiliates of such limited partners or members), (b) persons who have expressed a bona fide interest in becoming investors, limited partners or members of the applicable Sponsor or its related investment funds, (c) potential transferees of the applicable Sponsor's equity securities in the Company, (d) potential participants in future transactions involving the applicable Sponsor, any of its Affiliates or their related investment funds (potentially involving the Company or otherwise), and (e) such other persons as the applicable Sponsor shall deem reasonably necessary in connection with the conduct of its investment and business activities (the "External Recipients" and together with the Internal Recipients, the "Permitted Recipients"), any and all non-public information with respect to the Company or its Affiliates or Subsidiaries (including any Person in which the Company holds, or contemplates acquiring, an investment) ("Company Confidential Information") that is in the possession of such Sponsor Affiliated Person on the date hereof or disclosed after the date of this Agreement to such Sponsor Affiliated Person by or on behalf of the Company or its Subsidiaries, including pursuant to Section 2.03; provided, that the Permitted Recipients agree to keep such Company Confidential Information confidential on the same terms that the Sponsor requires with respect to its own confidential information; and provided further that the Sponsor Affiliated Persons and the Permitted Recipients may disclose any Company Confidential Information (x) as has become generally available to the public, was or has come into the possession of the relevant Sponsor Affiliated Person or Permitted Recipient on a non-confidential basis without a breach of any confidentiality obligations by such Person disclosing such Company Confidential Information, or has been independently developed by the Sponsor Affiliated Person or Permitted Recipient without use of the Company Confidential Information, (y) to the extent necessary in order to comply with any law, order, regulation or ruling applicable to the applicable Sponsor, or such Sponsor Affiliated Person or Permitted Recipient, or to a regulatory agency with applicable jurisdiction, and (z) as may be required in response to any summons or subpoena or in connection with any litigation or arbitration; provided, in the case of clauses (y) and (z), that such Sponsor, Sponsor Affiliated Person or Permitted Recipient provides prior written notice of such required disclosure to the Company and takes all commercially reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

Section 6.06. Notices. In the event a notice or other document is required to be sent hereunder to the Company or any Stockholder, such notice or other document shall be in writing and shall be considered given and received, in all respects when personally delivered, or when sent by express or courier service or United States registered or certified mail, return receipt requested and postage and other fees prepaid, or by electronic mail, on the day such

notice or document is personally delivered or delivered by electronic mail or on the third Business Day following the day on which such notice or other document is delivered to any such commercial delivery service as aforesaid. Any notice and document shall be addressed to the party entitled to receive such notice or other document (a) in the case of the Company, at:

9100 South Hills Boulevard, Suite 300
Broadview Heights, OH 44147
Attention: General Counsel
Email: MKlaben@soterahealth.com

with a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: David Lopez
Attention: Matthew P. Salerno
Email: dlopez@cgsh.com
Email: msalerno@cgsh.com

and (b) in the case of any Stockholder, at such Stockholder's address shown on Exhibit B hereto, or at such other address as any such party shall request in a written notice sent to the Company. Any party hereto or its legal representatives may effect a change of address for purposes of this Agreement by giving written notice of such change to the Company, and the Company shall, upon the request of any party hereto, notify such party of such change in the manner provided herein. Until such notice of change of address is properly given, the addresses set forth herein shall be effective for all purposes.

Section 6.07. Amendments. The terms and provisions of this Agreement may be modified or amended at any time and from time to time only by approval of Stockholders that collectively own a majority of the Company Shares then owned by all Stockholders; provided, that any amendment (other than amendments made to Exhibit B hereto in accordance with the terms of this Agreement) that would have a disproportionate material adverse effect on any Stockholder relative to another Stockholder (other than as a result of such Stockholder electing not to exercise any rights granted to such Stockholder pursuant to the terms of this Agreement) shall require the written consent of that Stockholder. All Stockholders shall receive notice of any amendment to this Agreement.

Section 6.08. Governing Law; Jurisdiction. This Agreement and any dispute arising out of, relating to or in connection with this Agreement, shall be construed (both as to validity and performance), interpreted and enforced in accordance with the laws of the State of Delaware, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction. Any action against any party relating to the foregoing shall be brought exclusively in the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction, the state or federal courts in the State of Delaware) and appellate courts thereof. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such action brought in such court or any defense of inconvenient

forum for the maintenance of such action. Each party agrees that service of summons and complaint or any other process that might be served in any action may be made on such party by sending or delivering a copy of the process to the party to be served by registered mail, return receipt requested, at the address of the party provided for the giving of notices in Section 6.06. Nothing in this Section 6.08, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

Section 6.09. Waiver of Jury Trial. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.09.

Section 6.10. Entire Agreement. This Agreement, together with the Registration Rights Agreement, embodies the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof and thereof.

Section 6.11. Waivers. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is made expressly in writing and executed and delivered by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a further or continuing waiver of such breach or a waiver of any other or subsequent breach. Except as otherwise expressly provided herein, no failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.

Section 6.12. Successors and Assigns. All covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and permitted assigns, whether so expressed or not.

Section 6.13. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this

Agreement, unless the severance of such provision could be in opposition to the parties' intent with respect to such provision or the economic or legal substance of the transactions contemplated hereby would be affected in any manner materially adverse to any party hereto, in which case the parties will negotiate revisions to this Agreement to preserve as nearly as possible or nearly as practicable the economic or legal substance of such invalid, illegal or unenforceable provision.

Section 6.14. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Stockholder shall execute and deliver any additional documents and instruments and perform any additional acts that the Sponsors jointly, and reasonably, determine (or, if either Sponsor's Designated Sponsor Fund shall have ceased to have the right to designate any directors pursuant to Section 2.01, that the Sponsor whose Designated Sponsor Fund continues to have the right to designate at least one (1) director pursuant to Section 2.01 determines) to be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

Section 6.15. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

Section 6.16. Third Party Beneficiaries. Except as provided in Section 2.02, Section 2.03, Section 2.04, ,Section 6.03, Section 6.05, Section 6.17 and Section 6.22, this Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto, and it does not create or establish any third party beneficiary hereto.

Section 6.17. No Third Party Liability. This Agreement may only be enforced against the named parties hereto. All claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the entities that are expressly identified as parties hereto; and no past, present or future controlling person, management company, portfolio company, director, manager, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any party hereto (including any Person negotiating or executing this Agreement on behalf of a party hereto), unless party to this Agreement, shall have any liability or obligation with respect to this Agreement or with respect any claim or cause of action (whether in contract or in tort, at law or in equity, or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including a representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement).

Section 6.18. Binding Effect; Assignment. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Company, the Stockholders and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns. The rights and obligations under this Agreement shall not be assignable without the prior written consent of the Sponsors (or, if either Sponsor's Designated Sponsor Fund shall have ceased to have the right to designate any directors pursuant to Section 2.01, the prior written consent of the Sponsor whose Designated

Sponsor Fund continues to have the right to designate at least one (1) director pursuant to Section 2.01), and any attempted assignment of rights or obligations in violation of this Section 6.18 shall be null and void.

Section 6.19. Specific Performance. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that, in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

Section 6.20. Time of the Essence. The parties agree that time shall be of the essence in the performance of this Agreement.

Section 6.21. No Promotion. The Company and each Stockholder agrees that it will not, without the prior written consent of the applicable Sponsor, in each instance, (a) use in advertising, publicity, or otherwise the name of Warburg Pincus LLC, GTCR LLC, any Sponsor or any of their respective Affiliates, or any partner or employee of a Sponsor, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Warburg Pincus LLC, GTCR LLC, any Sponsor, or their respective Affiliates, or (b) represent, directly or indirectly, that any product or any service provided by the Company has been approved or endorsed by Warburg Pincus LLC, GTCR LLC, any Sponsor or any of their Affiliates. The Company shall obtain the written consent from the applicable Designated Sponsor Fund prior to the Company's issuance of any public statement regarding any Sponsor.

Section 6.22. Exculpation Among Stockholders. Each Stockholder acknowledges that it is not relying upon any other Person in making its investment or decision to invest in the Company (other than the Company pursuant to any written agreement). Each Stockholder agrees that no Stockholder nor their respective Affiliates, controlling persons, officers, directors, partners, agents or employees of any Stockholder shall be liable to any other Stockholder for any action heretofore or hereafter taken or omitted to taken by any of them in connection with their purchase or acquisition of any Company Shares, except with respect to breaches hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the Parties have duly executed this Agreement as of the date first above written.

COMPANY

SOTERA HEALTH COMPANY

By: _____
Name:
Title:

[Signature Page to Stockholders Agreement]

STOCKHOLDERS

WARBURG PINCUS PRIVATE EQUITY XI, L.P.

By: Warburg Pincus XI, L.P., its general partner

By: WP Global LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: _____
Name:
Title:

WARBURG PINCUS XI PARTNERS, L.P.

By: Warburg Pincus XI, L.P., its general partner

By: WP Global LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: _____
Name:
Title:

WP XI PARTNERS, L.P.

By: Warburg Pincus XI, L.P., its general partner

By: WP Global LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: _____
Name:
Title:

WARBURG PINCUS PRIVATE EQUITY XI-B, L.P.

By: Warburg Pincus XI, L.P., its general partner

By: WP Global LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: _____
Name:
Title:

WARBURG PINCUS PRIVATE EQUITY XI-C, L.P.

By: Warburg Pincus (Cayman) XI, L.P., its general partner

By: Warburg Pincus XI-C, LLC, its general partner

By: Warburg Pincus (Bermuda) Private Equity GP Ltd., its sole member

By: _____
Name:
Title:

BULL CO-INVEST, L.P.

By: WP Bull Manager, LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: _____
Name:
Title:

GTCR FUND XI/A LP

By: GTCR Partners XI/A&C LP, its general partner

By: GTCR Investment XI LLC, its general partner

By: _____
Name:
Title: Manager

GTCR FUND XI/C LP

By: GTCR Partners XI/A&C LP, its general partner

By: GTCR Investment XI LLC, its general partner

By: _____
Name:
Title: Manager

GTCR CO-INVEST XI LP

By: GTCR Investment XI LLC, its general partner

By: _____
Name:
Title: Manager

[STOCKHOLDER]

By: _____
Name:
Title:

[Signature Page to Stockholders Agreement]

EXHIBIT A

JOINDER TO STOCKHOLDERS AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Stockholders Agreement dated as of [•], 2020 (the "Stockholders Agreement") by and among Sotera Health Company and certain other persons named therein, as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Stockholders Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to and "Stockholder" under the Stockholders Agreement as of the date hereof and shall have all of the rights and obligations of the Stockholder from whom it has acquired Company Shares (to the extent permitted by the Stockholders Agreement) as if the Joining Party had executed the Stockholders Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Stockholders Agreement. The Joining Party hereby makes, as of the date hereof, the representations and warranties set forth in Article V of the Stockholders Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date:

[NAME OF JOINING PARTY].

By: _____
Name:
Title:
Address for Notices:

AGREED ON THIS __ day of _____, 20__ :

SOTERA HEALTH COMPANY

By: _____
Name:
Title:
Address for Notices:

*** * ***

Spouse's Joinder Agreement

The undersigned, being the spouse of _____, agrees to be bound by the provisions of this Joinder Agreement, to the extent applicable to the undersigned.

By: _____
Name:

EXHIBIT B

NAMES AND ADDRESSES OF STOCKHOLDERS

Exhibit 21.1

SOTERA HEALTH COMPANY

The following is a list of subsidiaries of Sotera Health Company, omitting subsidiaries which are dormant entities without any operations and holding no or *de minimis assets*, and which, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of September 30, 2020.

Name of Subsidiary	Jurisdiction of Incorporation
Auralux Enterprises Ltd.	Alberta
Companhia Brasileira de Esterilização	Brazil
DEROSS Holding B.V.	Netherlands
Embrapart Participaçãos LTDA	Brazil
Iotron Industries Canada Inc.	British Columbia
Iotron Industries USA Inc.	Indiana
Nelson Laboratories, LLC	Delaware
Nelson Laboratories Fairfield Holdings, LLC	Delaware
Nelson Laboratories Fairfield, Inc.	New Jersey
Nelson Laboratories Holdings, LLC	Delaware
Nelson Labs NV	Belgium
Nordion (Canada) Inc.	Canada
Nordion US Holdings LLC	Delaware
Nordion (US) Inc.	Delaware
REVISS Services (UK) Limited	United Kingdom
RSI Leasing, LLC	California
Sotera Health LLC	Delaware
Sotera Health Holdings, LLC	Delaware
Sotera Health Services, LLC	Delaware
Sterigenics Belgium Fleurus NV	Belgium
Sterigenics Belgium Petit Rechain S.A.	Belgium
Sterigenics Brasil Participaçãos EIRELI	Brazil
Sterigenics Costa Rica, S.R.L.	Costa Rica
Sterigenics Denmark A/S	Denmark
Sterigenics EO Canada, Inc.	Canada
Sterigenics France S.A.S.	France
Sterigenics Germany GmbH	Germany
Sterigenics Italy S.p.A.	Italy
Sterigenics NV	Belgium
Sterigenics Radiation Technologies, LLC	Delaware
Sterigenics Radiation Technologies Holdings, LLC	Delaware
Sterigenics, S. de R.L. de C.V.	Mexico
Sterigenics S.A.S.	France
Sterigenics Shanghai E-beam Ltd.	China
Sterigenics Shanghai ETO Ltd.	China
Sterigenics Thailand, Ltd.	Thailand
Sterigenics UK Limited	United Kingdom
Sterigenics U.S., LLC	Delaware
STR 1 B.V.	Netherlands
STR 2 B.V.	Netherlands
STR C.V.	Netherlands
Unidade de Esterilização Cotia LTDA	Brazil