

NORDLOH G L  
 Form 144  
 September 16, 2003

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

FORM 144

NOTICE OF PROPOSED SALE OF SECURITIES  
 PURSUANT TO RULE 144 UNDER THE SECURITIES ACT  
 OF 1933

ATTENTION:

*Transmit for filing 3 copies of this form concurrently with  
 either placing an order with a broker to execute sale or  
 executing a sale directly with a market maker*

OMB APPROVAL

OMB  
 Number: 3235-0101  
 Expires: August 31,  
 2003  
 Estimated average  
 burden  
 hours per  
 response 2.0

SEC USE ONLY

DOCUMENT  
 SEQUENCE NO.

CUSIP NUMBER

WORK LOCATION

1(a) NAME OF ISSUER (Please type or print)  <b>Questar Corporation</b>		(b) IRS IDENT. NO.  <b>87-0407509</b>	(c) S.E.C. FILE NO.  <b>1-8796</b>
1(d) ADDRESS OF ISSUER  <b>180 East 100 South Salt Lake City, Utah 84111</b>		(e) TELEPHONE	
		AREA CODE  <b>801</b>	NUMBERS  <b>324-5202</b>
2 (a) NAME OF PERSON FOR WHOSE ACCOUNT THE SECURITIES ARE TO BE SOLD  <b>Gary L. Nordloh</b>	(b) IRS IDENT. NO.  <b>522-68-0696</b>	(c) RELATIONSHIP TO ISSUER  <b>Retired Executive Officer</b>	(d) ADDRESS  <b>Box 194 Granby, Colorado 80446</b>

INSTRUCTION: The person filing this notice should contact the issuer to obtain the I.R.S. identification Number and the S.E.C. File Number.

3(a) Title of the Class of Securities To Be Sold	(b) Name and Address of Each Broker Through Whom the Securities are to be Offered or Each Market Maker who is Acquiring the Securities	SEC USE ONLY	(c) Number of Shares or Other Units To Be Sold (See instr. 3(c))	(d) Aggregate Market Value (See instr. 3(d))	(e) Number of Shares or Other Units Outstanding (See instr. 3(e))	(f) Approximate Date of Sale (See instr. 3(f))  (MO. DAY YR.)	(g) Name of Each Securities Exchange (See instr. 3(g))
		Broker-Dealer File Number					
Common Stock (and attached Common Stock Purchase Rights)	RBC Dain Rauscher Dain Rauscher Plaza 60 South 6th Street Minneapolis, Minnesota 55402		3,000	\$96,000	82,862,307	09-12-2003	NYSE

INSTRUCTIONS:

1. (a) Name of issuer
  - (b) Issuer's I.R.S. Identification Number
  - (c) Issuer's S.E.C. file number, if any
  - (d) Issuer's address, including zip code
  - (e) Issuer's telephone number, including area code
  
2. (a) Name of person for whose account the securities are to be sold
  - (b) Such person's I.R.S. identification number, if such person is an entity
  - (c) Such person's relationship to the issuer (e.g., officer, director, 10% stockholder, or member of immediate family of any of the foregoing)
  - (d) Such person's address, including zip code
  
3. (a) Title of the class of securities to be sold
  - (b) Name and address of each broker through whom the securities are intended to be sold
  - (c) Number of shares or other units to be sold (if debt securities, give the aggregate face amount)
  - (d) Aggregate market value of the securities to be sold as of a specified date within 10 days prior to the filing of this notice
  - (e)

Number of shares or other units of the class outstanding, or if debt securities the face amount thereof outstanding, as shown by the most recent report or statement published by the issuer

- (f) Approximate date on which the securities are to be sold
- (g) Name of each securities exchange, if any, on which the securities are intended to be sold

TABLE I -- SECURITIES TO BE SOLD

Furnish the following information with respect to the acquisition of the securities to be sold and with respect to the payment of all or any part of the purchase price or other consideration therefor:

Title of the Class	Date you acquired	Nature of Acquisition Transaction	Name of Person from Whom Acquired (If gift, also give date donor acquired)	Amount of Securities Acquired	Date of Payment	Nature of Payment
Common Stock (and attached Common Stock Purchase Rights)	09-11-2003	Exercise of nonqualified stock option	Questar Corporation	3,000	09-11-2003	Cash

INSTRUCTIONS:

1. If the securities were purchased and full payment therefor was not made in cash at the time of purchase, explain in the table or in a note thereto the nature of the consideration given. If the consideration consisted of any note or other obligation, or if payment was made in installments describe the arrangement and state when the note or other obligation was discharged in full or the last installment paid.

2. If within two years after the acquisition of the securities the person for whose account they are to be sold had any short positions, put or other option to dispose of securities referred to in paragraph (d)(3) of Rule 144, furnish full information with respect thereto.

TABLE 2 -- SECURITIES SOLD DURING THE PAST 3 MONTHS

Furnish the following information as to all securities of the issuer sold during the past 3 months by the person for whose account the securities are to be sold:

Name and Address of Seller	Title of Securities Sold	Date of Sale	Amount of Securities Sold	Gross Proceeds
RBC Dain Rauscher Dain Rauscher Plaza 60 South 6th Street Minneapolis, Minnesota 55402	Common Stock (and attached Common Stock Purchase Rights)	07-24-2003	3,000	\$96,437.10
		07-29-2003	3,000	\$96,915.00
		08-18-2003	3,000	\$96,011.00

REMARKS:

INSTRUCTIONS:

See the definition of "person" in paragraph (a) of Rule 144. Information is to be given not only as to the person for whose account the securities are to be sold but also as to all other persons included in that definition. In addition, information shall be given as to sales by all persons whose sales are required by paragraph (e) of Rule 144 to be aggregated with sales for the account of the person filing this notice.

ATTENTION:

The person for whose account the securities to which this notice relates are to be sold hereby represents by signing this notice that he does not know any material adverse information in regard to the current and prospective operations of the Issuer of the securities to be sold which has not been publicly disclosed.

September 15, 2003

Date of Notice

/s/ Connie C. Holbrook

Connie C. Holbrook as  
Attorney in Fact  
for G. L. Nordloh

The notice shall be signed by the person for whose account the securities are to be sold. At least one copy of the notice shall be manually signed.

Any copies not manually signed shall bear typed or printed signatures.

ATTENTION:  
 Intentional misstatements or omission of facts constitute  
 Federal Criminal Violations (See 18 U.S.C. 1001)

**Number of Shares**

**Acquired on**

**Vesting**

(#)

**Value Realized on**

**Vesting**

(\$)

Les C. Vinney

- - - -

Laurie Brlas<sup>(1)</sup>

4,235	12,409	-	-	3,245	3,440	23,900	411,797	26,000	332,280	30,000	198,900	20,250	73,912	5,750	10,235
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Michael J. Tokich

- - - -

Peter A. Burke

- - - -

Gerard J. Reis

- - - -

Robert E. Moss

- - - -

(1) Value realized based on the gain, equal to the difference between the closing price of the Common Shares on the option exercise date and the option exercise price, times the number of option shares being exercised.

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<b>Name</b>	<b>Executive Contributions in Fiscal 2007</b>	<b>Company Contributions in Fiscal 2007</b>	<b>Aggregate Earnings in Fiscal 2007</b>	<b>Aggregate Withdrawals/ Distributions in Fiscal 2007</b>	<b>Aggregate Balance at 3/31/07</b>
	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
Les C. Vinney	-	-	-	-	-
Laurie Brlas	-	-	-	-	-
Michael J. Tokich	15,851	-	363	-	16,214
Peter A. Burke	5,723	-	144	-	5,867
Gerard J. Reis	-	-	-	-	-
Robert E. Moss	-	-	-	-	-

**DEFERRED COMPENSATION PLAN**

The Company has established and maintains a nonqualified deferred compensation plan, or the Deferred Compensation Plan, pursuant to which each eligible employee may elect to defer receipt of up to 25% of base salary and up to 100% of incentive compensation (bonus) and/or commissions. To be eligible to participate, an employee must be in a salary grade and earn a salary above specified levels and must meet certain residence and other tests. All of the named executive officers are eligible to participate in this plan.

Amounts deferred by each participant are credited to an account established in the name of the participant. Deferrals may be allocated among various available hypothetical investment options, as selected by the participant. There are currently eight available hypothetical investment options, all of which options also are available as investment vehicles under the Company's qualified 401(k) plan. No Company match is made on amounts deferred.

Under the Deferred Compensation Plan, a participant is entitled to receive distribution of the participant's account balance (amounts deferred, together with earnings (losses)) after the earliest to occur of the following: death, disability, retirement (termination of employment at or after age 65), other termination of employment, change of control (if the participant elected to have a distribution upon a change of control) or a specified date selected by the participant (which date must be at least two years after the making of the election) as an in-service distribution date. At the time of his or her deferral election, a participant may designate how the participant will receive distribution if the distribution is triggered by retirement, disability or a change of control. Distribution options are a single lump sum or annual installments over a period of years (not to exceed ten). If a distribution election is not made or distribution is made for another reason, the distribution will be in a lump sum. Also, if a participant's account balance is less than \$50,000 at the time of a triggering event, the distribution will be made in a lump sum. Distributions to persons who are specified employees under Section 409A of the Internal Revenue Code may be delayed. A change of control for distribution purposes is a change of control of the Company within the meaning of Section 409A of the Internal Revenue Code.

The Deferred Compensation Plan is not funded, within the meaning of the Employee Retirement Income Security Act of 1974, and participants have only an unsecured contractual commitment by the Company to pay amounts owed under the Deferred Compensation Plan. Amounts owed may be subject to the claims of the Company's creditors in the event of the Company's insolvency.

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**POTENTIAL PAYMENTS TO NAMED EXECUTIVE OFFICERS UPON TERMINATION OF EMPLOYMENT OR CHANGE IN CONTROL**

We maintain various contracts, agreements, plans and arrangements (collectively agreements) that may provide for payments or the provision of other benefits following or in connection with any termination or constructive termination of employment or a change in control of Company or change in a named executive officer's responsibilities. A number of these plans are available generally to all of our salaried employees on the same basis and do not discriminate in scope, terms or operation in favor of our executive officers. None of the named executive officers are covered by a Company maintained defined benefit pension plan or other tax-qualified plan, other than our 401(k) plan. The only plans to which any of the named executive officers are party or in which any of the named executive officers participate, other than the Deferred Compensation Plan, that are not available generally to all our salaried employees are described below.

**Change of Control Agreements**

We are a party to change of control agreements with each of Messrs. Burke, Reis, Moss and Tokich. Ms. Brlas had a similar agreement but left our employ under circumstances not entitling her to payments under her agreement.

The agreements generally provide that if, at any time within two years after the occurrence of a change of control (as defined), the officer's employment is terminated by STERIS (except for cause, disability, or death) or the officer terminates employment because the officer's base salary or the officer's bonus opportunity, participation or amount is reduced or relocation is made a condition of the officer's employment, we will pay to the officer a lump sum severance benefit equal to three years' compensation (base salary and average annual incentive compensation (as defined)) or two years' compensation in the case of Mr. Tokich. Any termination of employment of an officer occurring within one year prior to a change of control and in contemplation of the change of control is deemed to be a termination of employment immediately after the change of control becomes irrevocable, and the officer is entitled to payments and benefits under his agreement as if his employment had continued through the date the change of control became irrevocable and had then been terminated. Each such change of control agreement also provides a three-month period, commencing on the first anniversary of the change of control, during which the officer may voluntarily resign and receive a lump sum severance benefit equal to two years' compensation (base salary and average annual incentive compensation) or one years' compensation in the case of Mr. Tokich if, at any time before the officer's resignation, the officer determines in good faith that (a) the officer's position, responsibilities, duties, or status with STERIS are materially changed from those in effect before the change of control, (b) the officer's reporting relationships with superior executive officers have been materially changed from those in effect before the change of control, or (c) the officer's career prospects have been in any way diminished as a result of the change of control.

An officer who is entitled to a lump sum severance benefit under a change of control agreement also will be (a) paid (i) accrued base salary and vacation pay through the date of termination, and (ii) payments under the Management Incentive Compensation Plan (or other applicable incentive compensation plan) for the last completed fiscal year, if not already paid, and for the pro rata portion of the current fiscal year, and (b) be entitled to receive health, dental and life insurance coverage and benefits as provided before the change of control through the (A) third anniversary (or the second anniversary, depending upon whether the lump sum payment is equal to three or two years' of compensation) of the termination date, in the case of all the named executive officers with these agreements other than Mr. Tokich, or the second anniversary (or the first anniversary, depending upon whether the lump sum payment is equal to two or one year of compensation) of the termination date, in the case of Mr. Tokich, or if earlier (B) the date the officer secures other employment.

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In addition, if after a change of control and prior to an officer's termination of employment the officer is unable to perform services for us for any period by reason of disability, we will pay and provide to the officer all compensation and benefits to which the officer would have been entitled had the officer continued to be actively employed by us, through the earliest of the following dates: (a) the first date on which he is no longer so disabled to such an extent that he is unable to perform services for us, (b) the date on which he becomes eligible for payment of long-term disability benefits under a long-term disability plan generally applicable to our executives, (c) the date on which we have paid and provided 24 months of compensation and benefits during his disability, or (d) the date of his death.

Each change of control agreement also provides that if any payment or distribution (a parachute payment) made to an officer pursuant to the agreement or under any other plan, agreement, arrangement, including without limitation any income recognized upon a stock option exercise, exceeds the limit specified in Section 280G of the Internal Revenue Code and gives rise to excise tax liability on the part of the officer, a tax gross-up will be provided to the officer so that the officer will receive the same after-tax payment as would have been the case in respect of the parachute payment if Section 280G did not apply.

For purposes of the change of control agreements, cause includes conviction of a felony, dishonesty in the course of employment that is inimical to the best interests of the Company, unreasonable neglect of the officer's duties and responsibilities, or competing with the Company. The agreements contain several alternate definitions of what constitutes a change of control. These may include any person or group becoming the beneficial owner of 15% or more (but less than 50%) of the then outstanding Common Shares, or 50% or more of the then outstanding Common Shares, the commencement or public announcement of a tender offer for 15% or more of the Common Shares, or certain changes in a majority of the Board membership within a 24-month period.

### **Retention Agreement**

Dr. Burke also is party to an executive retention agreement with the Company effective as of May 29, 2007. This agreement, which replaced a previous executive retention agreement dated February 8, 2005, provides that, for the term of the agreement, Dr. Burke will receive a base salary of not less than his then current salary, and be eligible to participate in the Company's cash bonus plan (currently the MICP), benefit plans and stock option programs. If Dr. Burke's employment with the Company is terminated prior to June 1, 2009 by the Company without Cause or by Dr. Burke for Good Reason (as those terms are defined in the agreement), Dr. Burke will be entitled to receive, subject to the conditions of the agreement, (a) as severance payments, his then-current salary for the number of months remaining from the date of his termination to June 1, 2009, or twelve months, whichever is greater, (b) continuation of medical and dental benefits until the earliest of the end of the period equal to the number of months of severance payments he is entitled to receive, the expiration of COBRA coverage eligibility or his eligibility under another employer's plans, and (c) a pro-rated bonus to the extent earned. The severance will be payable on the same schedule as his salary would have been paid, subject to certain required delays that may be necessary in order to prevent the payments from being includible in Dr. Burke's income for federal income tax purposes under Section 409(A)(a)(i)(A) of the Internal Revenue Code. Dr. Burke is entitled to accelerate all payments due if the Company breaches its obligations under the agreement in any material respect. The severance payments and other benefits described above are in addition to, and do not supersede, any entitlements and benefits that may become due Dr. Burke under his change of control agreement, except insofar as the execution of both agreements results in duplicate coverage.

The provisions of the previous agreement were similar to the current agreement, except that the length of the severance period under the previous agreement, and the number of severance payments Dr. Burke was entitled to receive, was equal to the number of months remaining from the date of such termination to the date of the third anniversary of the agreement (or any extension), or twelve months, whichever was greater. Had his employment been terminated at March 31, 2007, Dr. Burke would have been entitled to receive

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twelve months of severance under the previous agreement. Medical and dental benefits were required to be continued under the Previous Agreement under the same rules as those contained in the replacement agreement.

Receipt of severance and other agreement benefits described above are strictly contingent upon Dr. Burke's execution of a release and waiver of all claims against the Company. Dr. Burke's right to severance and the other agreement benefits described above automatically terminates upon any material breach by him of the agreement or upon the Company's termination of his employment for Cause or upon his termination without Good Reason.

For these purposes, any material breach, default or violation by Dr. Burke under his change of control agreement, stock option agreements, confidentiality and other agreements (including the non-compete, non-interference, and non-disclosure restrictive covenants contained in or executed in connection with the stock option agreements), between the Company and Dr. Burke, also constitutes a breach of the executive retention agreement, if so determined by Company. A breach of these covenants also may entitle the Company to the rights described under Equity Incentive Compensation Plans. The executive retention agreement also contains restrictions on disclosure of confidential information.

**Agreement with Mr. Vinney**

In connection with the postponement of Mr. Vinney's resignation and retirement, the Company and Mr. Vinney entered into an employment agreement, dated as of May 7, 2007, which employment agreement superseded and replaced his employment agreement dated as of September 7, 2006. Under the terms of the employment agreement, Mr. Vinney will be deemed to have resigned as President and Chief Executive Officer on the earlier of October 1, 2007 or the date on which the Company appoints a new President or Chief Executive Officer and will cease to be a member of the Company's Board of Directors on the earlier of the date on which the Company makes such appointment or the date of the Company's 2007 Annual Meeting of Shareholders. After Mr. Vinney's resignation as President and Chief Executive Officer, Mr. Vinney will remain employed by the Company as a special advisor until September 30, 2009. Mr. Vinney is entitled to an annual base salary at a rate of \$726,000 until June 1, 2007 and thereafter at a rate of \$750,000 until September 30, 2007. Mr. Vinney also will receive a lump sum payment of \$625,000 on April 1, 2008, and commencing on April 30, 2008, Mr. Vinney will receive 14 monthly installment payments, each in the amount of \$62,500. In the event of Mr. Vinney's death prior to having been paid all of these amounts, any of these amounts which are then unpaid will be paid to Mr. Vinney's designated beneficiaries, or if none, to his estate in a single sum. If Mr. Vinney becomes disabled within the meaning of Section 409A of the Internal Revenue Code, any amounts otherwise payable to him under the employment agreement are to continue to be paid.

Under the employment agreement, the Company has agreed that Mr. Vinney will be eligible to participate in the Company's Senior Executive Management Incentive Compensation Plan, or SEMICP, for the fiscal year ending March 31, 2008 based on (a) the Company's achievement of financial targets consistent with those to be utilized in the Company's Management Incentive Compensation Plan for fiscal year 2008, (b) Mr. Vinney's base salary of \$750,000 and (c) the pro-rata portion of the 2008 fiscal year that Mr. Vinney has agreed to serve as President and Chief Executive Officer. Mr. Vinney will be eligible to participate in the Company's insurance, retirement and other employee benefit programs during his continued employment with the Company or, if earlier, until the date he accepts full time employment elsewhere. However, beginning October 1, 2007, if Mr. Vinney continues health insurance coverage he must elect COBRA coverage, with the Company reimbursing him for the costs and if COBRA coverage expires before he has accepted employment elsewhere, the Company will reimburse him for his medical insurance premium expenses after expiration until the earlier of December 31, 2009, or the date he accepts full time employment elsewhere.

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The terms of the prior employment agreement were similar to those of the employment agreement except that Mr. Vinney's base salary of \$726,000 was to continue through May 31, 2007, he was deemed to resign as President and Chief Executive Officer no later than June 1, 2007, and his employment with the Company as a special advisor was to continue through May 31, 2009. After May 31, 2007, he was to receive a lump sum of \$375,000 payable on December 1, 2007 and 18 installments of \$62,500 each, payable on the last day of each month commencing December 31, 2007 and ending May 31, 2009. Also under the prior employment agreement, no provision was made for participation in the SEMICP for the fiscal year ending March 31, 2008, but the Company was obligated to continue his participation in the SEMICP for fiscal 2007 and, subject to limited exceptions, was required to pay him the full bonus earned based upon the attainment of previously approved corporate objectives and the other terms of the SEMICP for the fiscal year. With respect to benefit continuation, Mr. Vinney's health insurance COBRA coverage election was required to begin May 31, 2007 under the prior employment agreement.

The employment agreement contains a number of restrictive covenants applicable to Mr. Vinney. These include covenants prohibiting: the provision of advisory or consulting services to, employment by, operation of, investment in or other association with competitors; solicitation of Company employees; dissemination of confidential information; engaging in various activities or proposed activities that may involve the Company or the directors or shareholders of the Company and making any disparaging statements concerning the Company; and covenants requiring continued cooperation and availability. In the event Mr. Vinney breaches any of these covenants in any material respect, then in general, at its option, the Company may terminate his employment and all remaining severance payment and related benefit obligations under the employment agreement, and may pursue any claims for damages, as well as injunctive relief, to which it may be entitled.

Under the employment agreement, if a change of control (as defined in applicable regulations under Section 409A of the Internal Revenue Code) in respect of the Company occurs prior to September 30, 2009 (or May 31, 2009 under the prior employment agreement), the Company will pay Mr. Vinney, within five days after such change of control, the full remaining amount that would otherwise be payable under the employment agreement from and after the date of such change of control through September 30, 2009 (or through May 31, 2009 under the prior employment agreement), except for COBRA and other benefits, which will be paid according to the respective plans; provided, no such payment will be made to Mr. Vinney prior to April 1, 2008.

Also, under the employment agreement and prior employment agreement, the exercise periods for most of Mr. Vinney's stock options have been reduced by varying lengths.

**Equity Incentive Compensation Plans**

The Company's shareholders approved the 2006 Plan at the Company's 2006 Annual Meeting of Shareholders. The 2006 Plan authorizes the issuance or grant of various stock and stock related incentives, including stock options, restricted stock, restricted stock units, performance units and SARs. All grants of stock options, restricted stock and restricted stock units made subsequent to approval of the 2006 Plan have been made pursuant to the 2006 Plan. Most stock option grants made prior to the approval of the 2006 Plan were pursuant to various plans previously established by the Company. In connection with the adoption of the 2006 Plan, the Company determined to discontinue the grant of options or other equity incentives under the previously established plans. However, a number of options granted under the previously established plans remain outstanding.

In general, upon termination of an award recipient's employment, the nonvested portions of his or her stock option grants and other equity incentive awards are immediately forfeited. However, unvested option grants may become vested and nonforfeitable upon an optionee's death and unvested restricted stock awards or restricted stock units may be modified by the Company to give the award recipient the benefit of the award through the date of death. Additionally, if an award recipient retires from employment after having attained

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age 55 and having been employed for at least five consecutive years without having engaged in any Detrimental Activity (as defined), stock options, restricted stock, restricted stock units and other equity incentive awards held by the award recipient at the date of retirement will continue to vest as though the recipient remained in the service of the Company through the fifth anniversary of the date of retirement provided the recipient remains in Good Standing (as defined). If a participant fails to remain in Good Standing, any outstanding stock options and other equity incentive compensation awards may be forfeited.

Under the 2006 Plan as well as the previously established Plans, upon the occurrence of a change in control, all options and outstanding awards then outstanding, to the extent unvested, automatically vest and become immediately exercisable, without further action on the part of the Company. While the definition of change in control varies somewhat from plan to plan, in general a change in control under each includes any of the following: the acquisition by any person or group of 25% or more of the combined voting power of the Company's outstanding voting stock; certain changes in the composition of a majority of the Board membership; the consummation of certain reorganizations, mergers or consolidations or disposition of all or substantially all of the assets of the Company or certain other business transactions involving the Company; or approval by the shareholders of a complete liquidation or dissolution of the Company.

In connection with the grant of stock options and receipt of restricted stock and restricted stock units under the 2006 Plan and previously established plans, optionees and other award recipients agree to restrictive covenants concerning non-competition, non-interference and non-disclosure. If the recipient breaches any of these covenants, in addition to any other remedies available to the Company, any awards then held by the recipient and any stock then held that was received pursuant to awards may be forfeited or may be required to be resold to the Company at a prescribed price.

### **Management Incentive Compensation Plan**

The Company has established and maintains a Management Incentive Compensation Plan, or MICP, for key employees. The MICP is intended to support the Company's compensation philosophy and encourage achievement of objectives by key employees whose responsibilities affect the Company's performance. Participants are selected annually. During fiscal 2007, all named executive officers, other than the President and Chief Executive Officer, were participants in the MICP. The President and Chief Executive Officer was a participant in the SEMICP during fiscal 2007.

Annually each MICP participant is assigned a target bonus based upon his or her position and level of responsibility within the Company. The target bonus is an amount equal to the percentage of the participant's base salary that he or she would receive as a bonus if all of the objectives established for, or otherwise applicable to, the participant are achieved. If the objectives are exceeded, a larger bonus may be payable. If the objectives are not attained, a smaller bonus or no bonus may be payable. Generally, a participant is not entitled to a bonus in respect of a particular fiscal year unless he or she remains in the employ of the Company through the end of that fiscal year and thereafter through the date on which bonuses are paid for that fiscal year.

The MICP also provides that if a Change of Control occurs in a fiscal year, within five days after the occurrence of the first Change of Control during the fiscal year, the Company will pay to each participant an interim lump-sum cash payment with respect to his or her participation in the MICP, with the amount of the interim payment to be equal to the dollar amount of the participant's target bonus for the entire fiscal year multiplied by a fraction, the numerator of which is the number of months between the beginning of the fiscal year and the end of the month in which the Change of Control occurs and the denominator of which is 12. The making of the interim payment will not reduce the obligation of the Company to make a final payment under the terms of the MICP, but the amount of any interim payment will be an offset against any later payment due under the MICP in respect of the fiscal year. A participant is not in any circumstances required to refund any portion of the interim payment to the Company.

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For purposes of the MICP, a Change of Control includes the following: the acquisition by any person or group of 15% or more of the Company's outstanding Common Shares; a person's commencement or public announcement of an intention to commence a tender offer that would result in such person becoming beneficial owner of 15% or more of the Company's outstanding Common Shares; certain changes in the composition of a majority of the Board membership within a 24 month period; a record date being established for, or the consummation of, certain mergers or consolidations, or dispositions of all or substantially all of the assets of the Company; or a person's proposal of a Control Share Acquisition of Company with the meaning of the Ohio General Corporation Law.

**POTENTIAL PAYMENTS UPON TERMINATION OF EMPLOYMENT OR CHANGE IN CONTROL TABLE**

**Introduction**

The tables below estimate and summarize the potential payments and benefits under the Company's compensation and benefit plans and contractual agreements to which the named executive officers are a party or a participant that may be realizable by each of the named executive officers in the event of a termination of employment and/or change in control under the circumstances described in the footnotes and column headings to the tables, as supplemented by the narrative descriptions of agreements and/or plans addressing or containing provisions relating to change in control and/or termination payments and benefits. These narrative descriptions are found under Potential Payments to Named Executive Officers Upon Termination of Employment or Change in Control above beginning on page 31.

**Excluded Amounts**

The amounts shown in the tables below do not include payments and benefits to the extent they are provided on a non-discriminatory basis to salaried employees generally upon termination of employment. These include accrued salary and vacation pay, regular severance benefits under the Company's severance plan and distributions of plan balances under our 401(k) plan. The tables also do not include amounts receivable under the Company's Deferred Compensation Plan. See the narrative following the Nonqualified Deferred Compensation for Fiscal 2007 table on page 30 for information about the Deferred Compensation Plan.

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	Les C. Vinney <sup>(1)</sup>		Termination
	Change in Control	Change in Control	by STERIS without
	without termination <sup>(3)</sup>	with termination <sup>(4)</sup>	change in control <sup>(2)</sup>
	(\$)	(\$)	(\$)
Agreement Payment <sup>(5)</sup>	1,871,000	1,871,000	1,871,000
Stock Options	356,925	356,925	-
Restricted Stock Units <sup>(6)</sup>	553,776	553,776	-
2007 Bonus <sup>(7)</sup>	443,586	443,586	443,586
Health & Welfare Benefits	28,924	28,924	28,924
Other Benefits <sup>(8)</sup>	67,355	67,355	67,355
Gross Up	-	-	-
Totals	3,321,566	3,321,566	2,410,865

- (1) For purposes of this disclosure, the change in control date and all termination events are assumed to occur on March 31, 2007 and termination is assumed to be without cause. The stock price as of such date is assumed to be \$26.56 (i.e., the actual closing stock price on March 30, 2007, the last trading day before the end of the fiscal year). As of May 7, 2007, Mr. Vinney entered into a new employment agreement with STERIS. We have disclosed his payments as if the new agreement was in place as of the assumed change in control date or termination date.
- (2) Pursuant to Mr. Vinney's employment agreement, where there is a termination by STERIS (other than because of certain covenant breaches) but no change in control, Mr. Vinney will be entitled to the Agreement Payment, 2007 actual bonus, continuation of health and welfare benefits, and other benefits, as valued above. He will not be entitled to the accelerated vesting of stock options or restricted stock units.
- (3) Pursuant to Mr. Vinney's employment agreement, upon a change in control without termination, Mr. Vinney will be entitled to accelerated vesting of stock options and restricted stock units and to accelerated payment of the Agreement Payment and 2007 actual bonus and to the other health and welfare benefits and other benefits specified above, provided that pursuant to the six-month delay rule under Section 409A of the Internal Revenue Code in no event will payment of the Agreement Payment be made prior to April 1, 2008. No other change in control agreement exists between Mr. Vinney and STERIS.
- (4) Pursuant to Mr. Vinney's employment agreement, upon a change of control with termination, Mr. Vinney will be entitled to accelerated vesting of stock options and restricted stock units and to accelerated payment of the Agreement Payment and 2007 actual bonus and to the other health and welfare benefits and other benefits specified above, provided that pursuant to the six-month delay rule under Section 409A of the Internal Revenue Code in no event will payment of the Agreement be made prior to April 1, 2008.
- (5) Mr. Vinney's Agreement Payment is based upon his salary. His base salary was payable at an annual rate of \$726,000 for the months of April and May 2007 and thereafter is payable at an annual rate of \$750,000 through September 30, 2009, the date on which under normal circumstances Mr. Vinney's employment obligations terminate.
- (6) Mr. Vinney was granted restricted stock units for 30,000 Common Shares on May 7, 2007 at a stock price of \$26.81. This grant is not included in the figures in the above table.

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- (7) Under his employment agreement, Mr. Vinney will be paid the full bonus as calculated under the SEMICP criteria with respect to the fiscal year ended March 31, 2007.
  
- (8) In the event of termination, Mr. Vinney is entitled to certain services and other benefits for various periods as defined by his agreement. Other benefits include an automobile allowance, club dues, and expense reimbursement for tax return preparation. Services include secretarial services and e-mail and voicemail services.

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<b>Michael J. Tokich<sup>(1) &amp; (2)</sup></b>			
	<b>Change in Control</b>		
	<b>Change in Control</b>		<b>with termination</b>
	<b>with termination for</b>		<b>by STERIS or</b>
	<b>without</b>	<b>good faith</b>	<b>by Executive for</b>
	<b>termination<sup>(3)</sup></b>	<b>determination<sup>(4)</sup></b>	<b>reduction of compensation or</b>
	<b>mandatory relocation<sup>(5)</sup></b>		
	(\$)	(\$)	(\$)
Severance Payment	-	281,008	562,016
Stock Options	32,631	32,631	32,631
Restricted Stock	37,184	37,184	37,184
2007 Bonus <sup>(6)</sup>	-	74,768	74,768
Health & Welfare Benefits <sup>(7)</sup>	-	13,770	27,541
Gross Up	-	-	-
<b>Totals</b>	<b>69,815</b>	<b>439,361</b>	<b>734,140</b>

(1) For purposes of this disclosure, the change in control date and all termination events are assumed to occur on March 31, 2007 and termination is assumed to be without cause. The stock price as of such date is assumed to be \$26.56 (i.e., the actual closing stock price on March 30, 2007, the last trading day before the end of the fiscal year).

(2) Mr. Tokich's letter agreement with STERIS does not contain any provisions regarding payments or benefits upon termination of employment. Therefore, in the event of termination without a change in control, no contractual termination payments are required.

(3) In the event of a change in control without termination, Mr. Tokich will be entitled to accelerated vesting of stock options and restricted stock.

(4) Pursuant to Mr. Tokich's change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of one (1) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (35% of current base salary) has been used.

(5) Pursuant to Mr. Tokich's change in control agreement, in the event of a change in control with termination by STERIS or by executive for reduction of compensation or mandatory relocation (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of two (2) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (35% of current base salary) has been used.

(6) Mr. Tokich is entitled to a special pro-rata MICP payment under his change in control agreement. This bonus is based on Mr. Tokich's target bonus percentage under the MICP, which is 35% of his current base salary, for the pro-rata portion of the year. Since the change in control date is at the end of the final day of the fiscal year, the pro-rata percentage of the MICP bonus is 100%.

(7)

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Pursuant to Mr. Tokich's change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to continuation of health and welfare benefits for a period of one (1) year. In the event of a change in control with termination by STERIS, he will be entitled to continuation of health and welfare benefits for a period of two (2) years.

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	<b>Peter A. Burke<sup>(1) &amp; (2)</sup></b>			
	<b>Change in Control without termination<sup>(3)</sup></b>	<b>Change in Control with termination for good faith determination<sup>(4)</sup></b>	<b>Change in Control with termination by STERIS or by Executive for reduction of compensation or mandatory relocation<sup>(5)</sup></b>	<b>Termination without cause or for good reason<sup>(1)</sup></b>
	(\$)	(\$)	(\$)	(\$)
Severance Payment	-	913,500	1,370,250	620,000
Stock Options	85,545	85,545	85,545	-
Restricted Stock	106,240	106,240	106,240	-
2007 Bonus <sup>(6)</sup>	-	186,000	186,000	107,500
<b>Health &amp; Welfare</b>				
Benefits <sup>(7)</sup>	-	27,838	41,756	27,838
Gross Up	-	-	683,555	-
<b>Totals</b>	<b>191,785</b>	<b>1,319,123</b>	<b>2,473,346</b>	<b>755,338</b>

- (1) For purposes of this disclosure, the change in control date and all termination events are assumed to occur on March 31, 2007 and termination is assumed to be without cause. The stock price as of such date is assumed to be \$26.56 (i.e., the actual closing stock price on March 30, 2007, the last trading day before the end of the fiscal year). As of May 29, 2007, Mr. Burke entered into a new executive retention agreement with STERIS. We have disclosed his payments as if the new agreement was in place as of the assumed change in control date or termination date.
- (2) Mr. Burke entered into a change in control agreement and an executive retention agreement with STERIS. The executive retention agreement will pay out severance and an actual bonus upon termination without cause or termination for good reason through June 1, 2009. The severance shown in the table for termination under these circumstances is the maximum amount of payments he could receive under the executive retention agreement, based upon his base salary rate in effect at the end of fiscal 2007. The bonus shown in the table for termination under these circumstances is the actual bonus that was earned under the MICP with respect to the fiscal year ended March 31, 2007.
- (3) In the event of a change in control without termination, Mr. Burke will be entitled to accelerated vesting of stock options and restricted stock.
- (4) Pursuant to Mr. Burke's change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of two (2) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (60% of current base salary) has been used.
- (5) Pursuant to Mr. Burke's change in control agreement, in the event of a change in control with termination by STERIS or by executive for reduction of compensation or mandatory relocation (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of three (3) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (60% of current base salary) has been used.
- (6) Mr. Burke is entitled to a special pro-rata MICP payment under his change in control agreement. This bonus is based on Mr. Burke's target bonus percentage under the MICP, which is 60% of his current base salary, for the pro-rata portion of the year. Since the change in control date is at the end of the final day of the fiscal year, the pro-rata percentage of the MICP bonus is 100%.

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- (7) Pursuant to Mr. Burke's change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to continuation of health and welfare benefits for a period of two (2) years. In the event of a change in control with termination by STERIS, he will be entitled to continuation of health and welfare benefits for a period of three (3) years.

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<b>Gerard J. Reis<sup>(1) &amp; (2)</sup></b>			
	<b>Change in Control without termination<sup>(3)</sup></b>	<b>Change in Control with termination for good faith determination<sup>(4)</sup></b>	<b>Change in Control with termination by STERIS or by Executive for reduction of compensation or mandatory relocation<sup>(5)</sup></b>
	(\$)	(\$)	(\$)
Severance Payment	-	860,000	1,290,000
Stock Options	83,963	83,963	83,963
Restricted Stock	106,240	106,240	106,240
2007 Bonus <sup>(6)</sup>	-	180,000	180,000
Health & Welfare Benefits <sup>(7)</sup>	-	10,786	16,179
Gross Up	-	-	-
<b>Totals</b>	<b>190,203</b>	<b>1,240,989</b>	<b>1,676,382</b>

(1) For purposes of this disclosure, the change in control date and all termination events are assumed to occur on March 31, 2007 and termination is assumed to be without cause. The stock price as of such date is assumed to be \$26.56 (i.e., the actual closing stock price on March 30, 2007, the last trading day before the end of the fiscal year).

(2) Mr. Reis and STERIS have not entered into an employment agreement. Therefore, in the event of termination without a change in control, no contractual termination payments are required.

(3) In the event of a change in control without termination, Mr. Reis will be entitled to accelerated vesting of stock options and restricted stock.

(4) Pursuant to Mr. Reis' change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of two (2) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (60% of current base salary) has been used.

(5) Pursuant to Mr. Reis' change in control agreement, in the event of a change in control with termination by STERIS or by executive for reduction of compensation or mandatory relocation (as defined in his agreement), he will be entitled to a lump sum severance payment based on the multiple of three (3) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (60% of current base salary) has been used.

(6) Mr. Reis is entitled to a special pro-rata MICP payment under his change in control agreement. This bonus is based on Mr. Reis' target bonus percentage under the MICP, which is 60% of his current base salary, for the pro-rata portion of the year. Since the change in control date is at the end of the final day of the fiscal year, the pro-rata percentage of the MICP bonus is 100%.

(7)

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Pursuant to Mr. Reis' change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to continuation of health and welfare benefits for a period of two (2) years. In the event of a change in control with termination by STERIS, he will be entitled to continuation of health and welfare benefits for a period of three (3) years.

**Table of Contents****Robert E. Moss<sup>(1) & (2)</sup>**

	<b>Change in Control without termination<sup>(3)</sup></b>	<b>Change in Control with termination for good faith determination<sup>(4)</sup></b>	<b>Change in Control with termination by STERIS or by Executive for reduction of compensation or mandatory relocation<sup>(5)</sup></b>
	(\$)	(\$)	(\$)
Severance Payment	-	717,600	1,076,400
Stock Options	63,105	63,105	63,105
Restricted Stock	79,680	79,680	79,680
2007 Bonus <sup>(6)</sup>	-	135,600	135,600
Health & Welfare Benefits <sup>(7)</sup>	-	20,468	30,702
Gross Up	-	353,625	546,066
<b>Totals</b>	<b>142,785</b>	<b>1,370,078</b>	<b>1,931,553</b>

(1) For purposes of this disclosure, the change in control date and all termination events are assumed to occur on March 31, 2007 and termination is assumed to be without cause. The stock price as of such date is assumed to be \$26.56 (i.e., the actual closing stock price on March 30, 2007, the last trading day before the end of the fiscal year).

(2) Mr. Moss and STERIS have not entered into an employment agreement. Therefore, in the event of termination without a change in control, no contractual termination payments are required.

(3) In the event of a change in control without termination, Mr. Moss will be entitled to accelerated vesting of stock options and restricted stock.

(4) Pursuant to Mr. Moss' change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of two (2) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (60% of current base salary) has been used.

(5) Pursuant to Mr. Moss' change in control agreement, in the event of a change in control with termination by STERIS or by executive for reduction of compensation or mandatory relocation (as defined in his agreement), he will be entitled to a lump sum severance payment based on a multiple of three (3) times his current base salary and his average annual incentive compensation (as defined). For purposes of the incentive compensation portion of this calculation, target bonus (60% of current base salary) has been used.

(6) Mr. Moss is entitled to a special pro-rata MICP payment under his change in control agreement. This bonus is based on Mr. Moss' target bonus percentage under the MICP, which is 60% of his current base salary, for the pro-rata portion of the year. Since the change in control date is at the end of the final day of the fiscal year, the pro-rata percentage of the MICP bonus is 100%.

(7)

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Pursuant to Moss' change in control agreement, in the event of a change in control with termination for good faith determination (as defined in his agreement), he will be entitled to continuation of health and welfare benefits for a period of two (2) years. In the event of a change in control with termination by STERIS, he will be entitled to continuation of health and welfare benefits for a period of three (3) years.

**Table of Contents****NON-EMPLOYEE DIRECTOR COMPENSATION****DESCRIPTION OF DIRECTOR COMPENSATION FOR FISCAL 2007**

It is the Board's practice to provide a mix of cash and equity-based compensation to non-employee directors, as discussed below.

Each director who is not an employee of the Company is paid a retainer of \$24,000 per year (\$75,000 for the Chairman of the Board), plus \$1,000 for each Board meeting attended and \$500 (\$1,000 for the committee chairman) for each committee meeting attended. At the beginning of each annual term of service on the Board, approximately \$14,000 of the annual director retainer is paid in restricted Common Shares and the balance of approximately \$10,000 (\$61,000 for the Chairman of the Board) is paid in cash. In addition, each director receives a stock option for 10,000 Common Shares (15,000 for the Chairman of the Board), which may be exercised no earlier than six months after the date of grant and no later than ten years after the date of grant with an option price equal to the fair market value of the Common Shares as of the date of the grant. The restricted Common Shares that have not vested are subject to forfeiture if the director does not serve for a full year following grant of those shares. All directors are reimbursed for certain expenses in connection with attendance at Board and committee meetings. In addition to the foregoing payments, a \$5,000 retainer was paid during fiscal 2007 to each member of the Transition Committee and of the Search Committee for his or her services.

**DIRECTOR COMPENSATION TABLE FOR FISCAL 2007**

Name	Fees Earned	Stock	Option	All Other	Total
	or Paid in	Awards	Awards	Compensation	
	Cash (\$) <sup>(1)</sup>	(\$) <sup>(2)</sup>	(\$) <sup>(3)</sup>	(\$)	(\$)
Cynthia L. Feldmann	26,007	14,191	92,100	-	132,298
Stephen R. Hardis	34,507	14,191	92,100	-	140,798
Jacqueline B. Kosecoff	29,507	14,191	92,100	-	135,798
Raymond A. Lancaster	47,007	14,191	92,100	-	153,298
Kevin M. McMullen	27,507	14,191	92,100	-	133,798
J.B. Richey	25,007	14,191	92,100	-	131,298
Mohsen M. Sohi	28,507	14,191	92,100	-	134,798
John P. Wareham	114,507	14,191	138,150	-	266,848
Loyal W. Wilson	41,007	14,191	92,100	-	147,298
Michael B. Wood	23,007	14,191	92,100	-	129,298

- (1) The dollar amount represents the amount paid in cash for the annual retainer plus fees earned by attendance at Board and committees meetings during the fiscal year ended March 31, 2007. Actual cash payments to directors are made each year on an annual term basis in early August. At that time, the annual retainer for the term just begun and fees for all meetings attended during the previous annual term are paid.
- (2) The dollar amounts represent the compensation cost that was earned by the named director and recognized by the Company during fiscal 2007 related to restricted stock. Compensation cost is initially measured based on the grant date fair value of an award, determined pursuant to FAS 123R (excluding estimate of forfeiture) utilizing assumptions discussed in Note 2 to our financial statements for the fiscal year ended March 31, 2007. Compensation cost is recognized for financial reporting purposes over the period in which the named director is required to provide service in exchange for the award. The grant date fair value estimate for these restricted stock awards determined in accordance with the provisions of FAS 123R was \$14,244 for each director.

In fiscal 2007, each director elected at the 2006 Annual Meeting of Shareholders received a grant of 610 shares of restricted stock. As of March 31, 2007, 261 of these shares are restricted. The restrictions on these remaining shares will have lapsed as of the 2007 Annual Meeting.

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- (3) The dollar amounts represent the compensation cost that was earned by the named director and recognized by the Company during 2006 related to stock options granted both in fiscal 2007 and prior fiscal years in accordance with FAS 123R. Compensation cost is initially measured based on the grant date fair value of an award, determined pursuant to FAS 123R (excluding estimate of forfeiture) utilizing assumptions discussed in Note 2 to our financial statements for the fiscal year ended March 31, 2007. Compensation cost is recognized for financial reporting purposes over the period in which the named director is required to provide service in exchange for the award. The grant date fair value estimate for these stock option awards in accordance with the provisions of FAS 123R equaled the compensation cost recognized by the Company during fiscal 2007. For information regarding the aggregate number of options of each non-employee director outstanding as of March 31, 2007, see Aggregate Equity Holdings by Non-Employee Directors at March 31, 2007 on page 44.

**DIRECTOR FEE BREAKDOWN FOR FISCAL 2007**

<b>Name</b>	<b>Annual Retainer Fee (\$)</b>	<b>Board Meeting Fees (\$)</b>	<b>Regular Committee Fees (\$)</b>	<b>Special Committees Retainer Fee (\$)</b>	<b>Special Committees Meeting Fee (\$)</b>	<b>Total Cash Fees (\$)</b>
Cynthia L. Feldmann	10,007	11,000	5,000	-	-	26,007
Stephen R. Hardis	10,007	10,000	7,000	5,000	2,500	34,507
Jacqueline B. Kosecoff	10,007	10,000	2,000	5,000	2,500	29,507
Raymond A. Lancaster	10,007	11,000	3,500	10,000	2,500	47,007
Kevin M. McMullen	10,007	11,000	6,500	-	-	27,507
J.B. Richey	10,007	11,000	4,000	-	-	25,007
Mohsen M. Sohi	10,007	9,000	3,500	5,000	1,000	28,507
John P. Wareham	61,007	11,000	7,500	10,000	25,000	114,507
Loyal W. Wilson	10,007	11,000	5,000	5,000	10,000	41,007
Michael B. Wood	10,007	11,000	2,000	-	-	23,007

**Table of Contents****AGGREGATE EQUITY HOLDINGS BY NON-EMPLOYEE DIRECTORS AT MARCH 31, 2007**

Name	Options (#)	Deferred	Market Value of		Market Value of
		Shares (#)	Deferred Shares (\$)	Restricted Shares <sup>(1)</sup> (#)	Restricted Shares <sup>(2)</sup> (\$)
Cynthia L. Feldmann	25,000			261	6,932
Stephen R. Hardis	70,000			261	6,932
Jacqueline B. Kosecoff	40,000			261	6,932
Raymond A. Lancaster	90,000			261	6,932
Kevin M. McMullen	70,000			261	6,932
J.B. Richey	100,000			261	6,932
Mohsen M. Sohi	20,000			261	6,932
John P. Wareham	80,000			261	6,932
Loyal W. Wilson	100,000			261	6,932
Michael B. Wood	30,000			261	6,932
Total	625,000			2,610	69,320

(1) For information regarding the stock ownership positions of our directors, see the table on page 45 below under Stock Ownership of Directors and Executive Officers .

(2) The market value of restricted shares is calculated by multiplying the closing market price of the Common Shares on March 31, 2007, or \$26.56, by the number of shares.

**OWNERSHIP OF VOTING SECURITIES****5% Owners**

The following table shows certain information with respect to all persons known by STERIS to beneficially own more than five percent of the Company's outstanding Common Shares, based on the number of Common Shares outstanding as of May 31, 2007.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
Shapiro Capital Management Company, Inc. 60 Peachtree Road, NW, Suite 1555, Atlanta, GA 30305 Eminence Capital, LLC	4,946,431 <sup>(1)</sup>	7.57%
65 East 55th Street, 25 <sup>th</sup> Floor, New York, NY 10022	4,550,000 <sup>(2)</sup>	6.96%

(1) Based upon information contained in a Schedule 13G filed with the Securities and Exchange Commission on February 6, 2007, which Schedule specifies that Shapiro Capital Management Company, Inc. has sole voting power with respect to 4,486,475 of these shares, shared voting power with respect to 459,954 of these shares and sole dispositive power with respect to all of these shares.

(2) Based upon information contained in a Schedule 13G/A filed with the Securities and Exchange Commission on February 14, 2007, which Schedule specifies that Eminence Capital, LLC has shared voting and dispositive power with respect to all of these shares.



**Table of Contents****STOCK OWNERSHIP OF DIRECTORS AND EXECUTIVE OFFICERS**

The following table shows the beneficial ownership of our Common Shares by each director of the Company, each nominee for election as director, each of the named executive officers and all directors, nominees, and executive officers of the Company as a group, as of May 31, 2007, unless otherwise indicated below.

Name of Beneficial Owner	Number of Shares Beneficially Owned as of May 31, 2007 <sup>(1)</sup>		Total Stock-Based Ownership
	Shares Owned	Stock Options Exercisable	
	Directly and Indirectly <sup>(2)</sup>	Within 60 Days of May 31, 2007	
Les C. Vinney	165,200	622,500	787,700
Michael J. Tokich	2,698	49,100	51,798
Laurie Brlas <sup>(3)</sup>	5,000	0	5,000
Peter A. Burke	9,000	102,000	111,000
Gerard J. Reis	4,400	152,500	156,900
Robert E. Moss	16,822	60,938	77,760
Cynthia L. Feldmann	1,337	25,000	26,337
Stephen R. Hardis	14,778	70,000	84,778
Jacqueline B. Kosecoff	2,285	40,000	42,285
Raymond A. Lancaster	12,212	90,000	102,212
Kevin M. McMullen	7,010	70,000	77,010
J.B. Richey	123,883	70,000	193,883
Mohsen M. Sohi	1,124	20,000	21,124
John P. Wareham	4,430	80,000	84,430
Loyal W. Wilson	10,610	80,000	90,610
Michael B. Wood	1,661	30,000	31,661
All Directors, Nominees, and Executive Officers as a group (20 persons) <sup>(4)</sup>	428,342	1,884,938	2,313,280

(1) As of May 31, 2007, with the exception of Mr. Vinney, who held approximately 1.19% of our outstanding Common Shares (a) no director, nominee, or executive officer beneficially owned 1% or more of our outstanding Common Shares and (b) the directors, nominees and executive officers of the Company as a group beneficially owned approximately 3.44% of the outstanding Common Shares.

(2) Included are (a) Common Shares owned outright; (b) restricted Common Shares; and (c) Common Shares held in the Company's 401(k) plan.

(3) Ownership is based on number of Common Shares indicated in Ms. Brlas' last Form 4 filed on December 11, 2006.

(4) Ms. Brlas resigned from the Company in December 2006. Total does not include Ms. Brlas' stock ownership.

**Table of Contents****SUMMARY OF EQUITY COMPENSATION PLANS**

In the table shown below is information concerning all equity compensation plans and individual equity compensation arrangements in effect as of March 31, 2007.

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</b>
	<b>(a)</b>	<b>(b) (\$)</b>	<b>(c)</b>
Equity compensation plans approved by security holders	5,207,997	21.86	6,029,315
Equity compensation plans not approved by security holders	255,000 <sup>(1)</sup>	16.22	-
<b>Total</b>	<b>5,462,997</b>	<b>21.60</b>	<b>6,029,315</b>

- (1) Represents options granted to key employees as inducements for them to enter into the employ of the Company or a subsidiary. Although not issued pursuant to a plan approved by security holders, these options are, in general, subject to the terms of the STERIS Corporation 1994 Equity Compensation Plan (which was approved by security holders) to the same extent as if they had been issued pursuant to that plan.

**SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE**

Based on Company records and information, including a review of Forms 3, 4 and 5 and amendments thereto furnished to the Company, the Company believes that all filing requirements applicable to directors, executive officers, and greater than 10% shareholders under Section 16(a) of the Securities Exchange Act of 1934 for the fiscal year ended March 31, 2007 were complied with on a timely basis.

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**SHAREHOLDER NOMINATIONS OF DIRECTORS AND NOMINEE CRITERIA**

The Company's Compensation and Corporate Governance Committee will consider shareholder recommendations for candidates to be nominees for election to the Company's Board of Directors if such recommendations are in writing and set forth the information listed below. Such recommendations must be submitted to STERIS Corporation, 5960 Heisley Road, Mentor, Ohio 44060-1834, Attention: Mark D. McGinley Secretary, and must be received at the Company's executive offices not less than 60 and not more than 90 days prior to the Annual Meeting of Shareholders. All shareholder recommendations for director nominee candidates must set forth the following information:

1. The name and address of the shareholder recommending the proposed director nominee for consideration as that information appears on the records of the Company, the telephone number where the shareholder can be reached during normal business hours, the number of shares owned by the shareholder, and the length of time the shares have been owned by the shareholder. If the person recommending the proposed director nominee is not a shareholder of record or if the shares are owned by an entity, reasonable evidence of the person's beneficial ownership of the shares or the person's authority to act on behalf of the entity;
2. Complete information as to the identity and qualifications of the proposed director nominee, including the full legal name, age, business and residence addresses and telephone numbers, and other contact information, the number of shares owned by the proposed director nominee, and the principal occupation and employment of the proposed director nominee, including his or her occupation for at least the past five years, with a reasonably detailed description of the background, education, professional affiliations, and business and other relevant experience (including directorships, employments, and civic activities) and qualifications of the proposed director nominee;
3. The reasons why, in the opinion of the recommending shareholder, the proposed director nominee is qualified and suited to be a director of the Company;
4. The disclosure of any relationship of the proposed director nominee with the Company or any of its subsidiaries or affiliates, whether direct or indirect;
5. A description of all relationships, arrangements, and understandings between the proposing shareholder and the proposed director nominee and any other person(s) (naming such person(s)) pursuant to which the proposed director nominee is being proposed or would serve as a director, if elected; and
6. A written acknowledgement by the proposed director nominee that he or she has consented to being considered as a nominee, has consented to the Company's undertaking of an investigation into his or her background, education, experience, and other qualifications if the Corporate Governance and Compensation Committee desires to do so, has consented to be named in the Company's proxy statement, if so determined, and has consented to serve as a director of the Company, if elected.

There are no specific minimum qualifications or specific qualities or skills that are necessary for directors of the Company to possess. In evaluating proposed director nominees, the Compensation and Corporate Governance Committee will consider such factors as it deems appropriate, consistent with the Company's Governance Guidelines, and other factors identified from time to time by the Board of Directors. The Compensation and Corporate Governance Committee will consider the entirety of each proposed director nominee's credentials. As a general matter, the Committee will consider factors such as personal and professional ethics, integrity, commitment, judgment, independence, possible conflicts of interest, experience, diversity of background, availability, comparison of the approach of incumbent members of the Board of Directors, and ability to represent the interests of all shareholders, not just those of a particular philosophy or constituency.

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The Compensation and Corporate Governance Committee will consider all information provided that it deems is relevant to a proposed director nominee's nomination as a director of the Company. Following such consideration, the Committee may seek additional information regarding, and may request an interview with, any proposed director nominee whom it wishes to continue considering. Based upon all information available to it and any interviews it may have conducted, the Committee will meet to determine whether to recommend the proposed director nominee to the Board of Directors. The Committee will consider proposed director nominees recommended by shareholders on the same basis as proposed director nominees from other sources, subject to the procedures described herein and in the Company's Amended and Restated Code of Regulations.

The Compensation and Corporate Governance Committee utilizes a variety of methods for identifying and evaluating director nominees. Candidates may be recommended by current members of the Board of Directors, third-party search firms or shareholders. The Compensation and Corporate Governance Committee generally does not consider recommendations for director nominee submitted by other constituencies. In order to preserve its impartiality, the Compensation and Corporate Governance Committee will not consider any recommendations from shareholders that are not submitted in accordance with the procedures set forth above.

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**SHAREHOLDER PROPOSALS**

In response to matters submitted by shareholders for consideration at special or annual meetings of shareholders, the Compensation and Corporate Governance Committee shall designate one or more members of management of the Company to review properly submitted proposals and to obtain all necessary information to allow management designees to present the shareholder proposal to the Compensation and Corporate Governance Committee for further consideration. Upon submission of a shareholder proposal to the Compensation and Corporate Governance Committee, the Committee will evaluate and make recommendations, as appropriate, to the Board of Directors, with respect to the proposal. This evaluation by the Compensation and Corporate Governance Committee may include, without limitation, consideration of (a) the appropriateness of the proposal, (b) applicable requirements of the Company's Articles of Incorporation and Amended and Restated Code of Regulations, as amended from time to time, (c) legal requirements, including requirements under applicable state law, (d) whether the shareholder proposal previously has been submitted to shareholders for a vote, and if so, the vote received for and against the proposal, (e) the best interests of all shareholders of the Company, (f) the impact that implementation of the proposal would have on the overall operations of the Company, (g) whether the proposal would result in appropriately accomplishing the goals and objectives described in the proposal, and (h) any other considerations that the Compensation and Corporate Governance Committee may deem appropriate. The process of evaluation may include communication directly with the shareholder proponent by the Compensation and Corporate Governance Committee or the management designees, as the Compensation and Corporate Governance Committee may deem appropriate.

The deadline for shareholders to submit proposals to be considered for inclusion in the proxy statement for the 2008 Annual Meeting of Shareholders is expected to be February 22, 2008. However, if the date of the 2008 Annual Meeting is changed by more than 30 calendar days from the date on which this year's meeting is held, a proposal must be received by the Company a reasonable time before the solicitation in connection with the meeting is made.

Additionally, a shareholder may submit a proposal for consideration at the 2008 Annual Meeting of Shareholders, but not for inclusion in the proxy statement, if that proposal is submitted not less than 120 calendar days in advance of the anniversary of the previous year's annual meeting, which deadline will be March 28, 2008. The Company's proxy statement for the 2008 Annual Meeting of Shareholders will give discretionary authority to proxy holders to vote with respect to properly submitted proposals not included in such Proxy Statement. For a proposal to be properly requested by a shareholder to be brought before the 2008 Annual Meeting of Shareholders, the shareholder must comply with all of the requirements in STERIS's Amended and Restated Code of Regulations as the same may be amended from time to time, as well as the timeliness requirement described above.

**MISCELLANEOUS MATTERS**

There are no miscellaneous matters.

**ANNUAL REPORT**

The Annual Report to Shareholders of the Company for the fiscal year ended March 31, 2007, which includes financial statements for the Company for the fiscal year then ended, is being mailed to each shareholder of record with this Proxy Statement.

By Order of the Board of Directors,

MARK D. MCGINLEY

*Secretary*

June 21, 2007

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**ANNEX A-1**

**ARTICLE VII**

**SHARES**

**Section 1. Form of Certificates and Signatures.** Each holder of shares shall be entitled to one or more certificates, signed by the Chairman of the Board, the President, or a Vice President and by the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer of the corporation, which shall certify the number and class of shares held by the shareholder in the corporation, but no certificate for shares shall be executed or delivered until the shares are fully paid. When a certificate is countersigned by an incorporated transfer agent or registrar, the signature of any officer of the corporation may be facsimile, engraved, stamped, or printed. Although any officer of the corporation whose manual or facsimile signature is affixed to a certificate ceases to be that officer before the certificate is delivered, the certificate nevertheless shall be effective in all respects when delivered. Notwithstanding anything to the contrary in the foregoing, the Board of Directors may provide by resolution or resolutions that some or all of any or all classes and series of shares may be uncertificated, except that any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation.

**Section 2. Transfer of Shares.** The Board of Directors shall have authority to make such rules and regulations as it deems appropriate concerning the issuance, transfer and registration of shares and may appoint or revoke the appointment of transfer agents and registrars for shares.

**Section 3. Lost, Stolen, or Destroyed Certificates.** The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it and alleged to have been lost, stolen, or destroyed; the Board of Directors may, however, in its discretion, require the owner, or the owner's legal representatives, to give the corporation a bond containing such terms as the Board of Directors may require to protect the corporation or any person injured by the execution and delivery of a new certificate.

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ANNEX A-2

ARTICLE VII

CERTIFICATES FOR SHARES

Section 1. Form of Certificates and Signatures. Each holder of shares shall be entitled to one or more certificates, signed by the Chairman of the Board, the President, or a Vice President and by the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer of the corporation, which shall certify the number and class of shares held by the shareholder in the corporation, but no certificate for shares shall be executed or delivered until the shares are fully paid. When a certificate is countersigned by an incorporated transfer agent or registrar, the signature of any officer of the corporation may be facsimile, engraved, stamped, or printed. Although any officer of the corporation whose manual or facsimile signature is affixed to a certificate ceases to be that officer before the certificate is delivered, the certificate nevertheless shall be effective in all respects when delivered. Notwithstanding anything to the contrary in the foregoing, the Board of Directors may provide by resolution or resolutions that some or all of any or all classes and series of shares may be uncertificated, except that any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation.

Section 2. Transfer of Shares. Shares of the corporation shall be transferable upon the books of the corporation by the holders thereof, in person, or by a duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares of the same class or series, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures to such assignment and power of transfer as the corporation or its agents may reasonably require.

Section 2. Transfer of Shares. The Board of Directors shall have authority to make such rules and regulations as it deems appropriate concerning the issuance, transfer and registration of shares and may appoint or revoke the appointment of transfer agents and registrars for shares.

Section 3. Lost, Stolen, or Destroyed Certificates. The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it and alleged to have been lost, stolen, or destroyed; the Board of Directors may, however, in its discretion, require the owner, or the owner's legal representatives, to give the corporation a bond containing such terms as the Board of Directors may require to protect the corporation or any person injured by the execution and delivery of a new certificate.

Section 4. Transfer Agent and Registrar. The Board of Directors may appoint, or revoke the appointment of, transfer agents and registrars and may require all certificates for shares to bear the signatures of the transfer agents and registrars, or any of them.

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**PLEASE VOTE, SIGN, DATE, AND RETURN THIS PROXY FORM PROMPTLY USING THE ENCLOSED ENVELOPE.**

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PROXY

**STERIS CORPORATION  
ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON JULY 26, 2007**

PROXY

**This Proxy is solicited by the Board of Directors**

At the Annual Meeting of Shareholders of the Company to be held on July 26, 2007, and at any adjournment thereof, John P. Wareham, Michael J. Tokich, Mark McGinley and Dennis Patton, and each of them, with full power of substitution in each (the Proxies ), are hereby authorized to represent me and to vote my shares on the following Proposals:

1. Electing directors to serve for a one-year term of office expiring at the Company s 2008 Annual Meeting of Shareholders. The nominees for the Board of Directors are: Cynthia L. Feldmann, Jacqueline B. Kosecoff, Raymond A. Lancaster, Kevin M. McMullen, J. B. Richey, Mohsen M. Sohi, John P. Wareham, Loyal W. Wilson and Michael B. Wood.
2. Approving certain amendments to the Company s Amended and Restated Code of Regulations relating to the new NYSE requirement regarding uncertificated shares.
3. Ratifying the appointment of Ernst & Young LLP as the Company s independent registered public accounting firm for the fiscal year ending March 31, 2008.

**The Board of Directors recommends votes FOR the election of the nominees listed above, FOR the approval of the amendments to the Company s Amended and Restated Code of Regulations, and FOR the ratification of Ernst & Young LLP as the Company s independent registered public accounting firm for the fiscal year ending March 31, 2008.**

**Unless otherwise specified, this Proxy will be voted FOR the election of the nominees listed above, FOR the approval of the amendments to the Company s Amended and Restated Code of Regulations, and FOR the ratification of Ernst & Young LLP as the Company s independent registered public accounting firm for the fiscal year ending March 31, 2008. SEE REVERSE SIDE.**

(change of address)

(If you have written in the above space, please mark the corresponding box on the reverse side.)

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c/o National City Bank  
 Shareholder Services Operations  
 Locator 5352  
 P. O. Box 94509  
 Cleveland, OH 44101-4509

**PLEASE VOTE, SIGN, DATE, AND RETURN THIS PROXY FORM PROMPTLY USING THE ENCLOSED ENVELOPE.**

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**STERIS CORPORATION**

**PLEASE MARK VOTE IN BOX IN THE FOLLOWING MANNER USING DARK INK ONLY. x**

<p>1. <b>Election of Directors</b></p> <p>Director Nominees:</p> <p>Cynthia L. Feldmann, Jacqueline B. Kosecoff, Raymond A. Lancaster, Kevin M. McMullen, J. B. Richey, Mohsen M. Sohi, John P. Wareham, Loyal W. Wilson, and Michael B. Wood.</p> <p><b>The Board of Directors recommends a vote FOR all the above nominees.</b></p>	<p>Director Nominees:</p> <p>Nominee Exception(s):</p>	<p><b>For All</b></p> <p>..</p>	<p><b>Withheld All</b></p> <p>..</p>	<p><b>For All Except:</b></p> <p>..</p>
<p>2. Approval of certain amendments to the Company's Amended and Restated Code of Regulations relating to the new NYSE requirement regarding uncertificated shares.</p> <p><b>The Board of Directors recommends a vote FOR Proposal 2.</b></p>	<p>For</p> <p>..</p>	<p><b>Against</b></p> <p>..</p>	<p><b>Abstain</b></p> <p>..</p>	
<p>3. Ratifying the appointment of Ernst &amp; Young LLP as the Company's independent registered public accounting firm for the fiscal year ending March 31, 2008.</p> <p><b>The Board of Directors recommends a vote FOR Proposal 3.</b></p>	<p>For</p> <p>..</p>	<p><b>Against</b></p> <p>..</p>	<p><b>Abstain</b></p> <p>..</p>	<p>I Will Attend Meeting      "      Change of Address "</p> <p>In their discretion, the Proxies are authorized to vote upon such other business as may properly come before the meeting or at any adjournment thereof and matters incident to the conduct of the meeting.</p> <p>Date: _____</p> <p>_____, 2007</p> <p>Signature(s)</p> <p>Signatures(s)</p> <p>NOTE: Please sign exactly as name appears in the area to the left. Joint owners should each sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such.</p>

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**PLEASE VOTE, SIGN, DATE, AND RETURN THIS DIRECTION FORM PROMPTLY USING THE ENCLOSED ENVELOPE.**

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**DIRECTION FORM**

**STERIS CORPORATION  
ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON JULY 26, 2007**

**DIRECTION FORM**

**Instructions for Voting Shares Held by Delaware Charter Guarantee & Trust Company d.b.a. Principal Trust Company,  
Trustee under the STERIS Corporation 401(k) Plan and Trust (the Plan )**

Pursuant to the Plan, I hereby direct Delaware Charter Guarantee & Trust Company d.b.a. Principal Trust Company, as Trustee, to vote in person or by proxy all Common Shares of the Company credited to my stock fund account under the Plan at the Annual Meeting of Shareholders of the Company to be held on July 26, 2007, and at any adjournment thereof, as specified, on all matters coming before said meeting, including:

1. Electing directors to serve for a one-year term of office expiring at the Company's 2008 Annual Meeting of Shareholders. The nominees for the Board of Directors are: Cynthia L. Feldmann, Jacqueline B. Kosecoff, Raymond A. Lancaster, Kevin M. McMullen, J. B. Richey, Mohsen M. Sohi, John P. Wareham, Loyal W. Wilson, and Michael B. Wood.
2. Approving certain amendments to the Company's Amended and Restated Code of Regulations relating to the new NYSE requirement regarding uncertificated shares.
3. Ratifying the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending March 31, 2008.

**The Board of Directors recommends votes FOR the election of the nominees listed above, FOR the approval of amendments to the Company's Amended and Restated Code of Regulations, and FOR the ratification of Ernst & Young LLP as the Company's independent registered accounting firm for the fiscal year ending March 31, 2008.**

IF THE TRUSTEE DOES NOT RECEIVE YOUR INSTRUCTIONS FOR VOTING, IT WILL VOTE THE SHARES CREDITED TO YOUR STOCK FUND ACCOUNT IN THE SAME PROPORTION AS IT VOTES THOSE SHARES WITH RESPECT TO WHICH IT DOES RECEIVE VOTING INSTRUCTIONS REGARDING THE ELECTION OF THE NOMINEES FOR DIRECTOR LISTED ABOVE, THE APPROVAL OF AMENDMENTS TO THE COMPANY'S AMENDED AND RESTATED CODE OF REGULATIONS, THE RATIFICATION OF THE APPOINTMENT OF ERNST & YOUNG LLP AS THE COMPANY'S INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR THE FISCAL YEAR ENDING MARCH 31, 2008 AND ALL OTHER MATTERS AS MAY PROPERLY COME BEFORE THE MEETING. SEE REVERSE SIDE.

DIRECTION FORMS MUST ARRIVE AT THE OFFICES OF NATIONAL CITY BANK, THE TABULATING AGENT, NO LATER THAN 5:00 P.M., EASTERN DAYLIGHT-SAVING TIME, ON JULY 19, 2007, FOR TABULATION.



Signatures(s)

NOTE: Please sign exactly as name appears in the area to the left. Joint owners should each sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such.