

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

STERIS Corporation
(Name of Issuer)

Common Stock
(Title of Class of Securities)

859152100
(CUSIP Number)

Norman J. Harrison
Breedon Capital Management LLC
100 Northfield Street
Greenwich, Connecticut 06830
(203) 618-0065

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

April 23, 2008
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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

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

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breeden Capital Management LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions) AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization Delaware

7. Sole Voting Power 0

8. Shared Voting Power 5,067,321

9. Sole Dispositive Power 0

10. Shared Dispositive Power 5,067,321

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

11. Aggregate Amount Beneficially Owned by Each Reporting Person 5,067,321

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11) 8.16%

14. Type of Reporting Person (See Instructions)

OO

-
1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breedon Partners (California) L.P.
-
2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) 0
(b) X
-
3. SEC Use Only
-
4. Source of Funds (See Instructions) AF
-
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
6. Citizenship or Place of Organization Delaware
-
7. Sole Voting Power 0
-
8. Shared Voting Power 2,917,724
-
9. Sole Dispositive Power 0
-
10. Shared Dispositive Power 2,917,724
-
11. Aggregate Amount Beneficially Owned by Each Reporting Person 2,917,724
-
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
-
13. Percent of Class Represented by Amount in Row (11) 4.70%
-
14. Type of Reporting Person (See Instructions)
PN

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

-
1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breedon Partners (California) II L.P.
-
2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) 0
(b) X
-
3. SEC Use Only
-
4. Source of Funds (See Instructions) AF
-
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
6. Citizenship or Place of Organization Delaware
-
7. Sole Voting Power 0
-
8. Shared Voting Power 76,782
-
9. Sole Dispositive Power 0
-
10. Shared Dispositive Power 76,782
-
11. Aggregate Amount Beneficially Owned by Each Reporting Person 76,782
-
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
-
13. Percent of Class Represented by Amount in Row (11) 0.12%
-
14. Type of Reporting Person (See Instructions)
PN

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breeden Partners L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions) AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization Delaware

7. Sole Voting Power 0

8. Shared Voting Power 546,210

9. Sole Dispositive Power 0

10. Shared Dispositive Power 546,210

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

11. Aggregate Amount Beneficially Owned by Each Reporting Person 546,210

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11) 0.88%

14. Type of Reporting Person (See Instructions)
PN

-
1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breedon Partners Holdco Ltd.
-
2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) 0
(b) X
-
3. SEC Use Only
-
4. Source of Funds (See Instructions) AF
-
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
6. Citizenship or Place of Organization Cayman Islands
-
7. Sole Voting Power 0
-
8. Shared Voting Power 1,526,605
-
9. Sole Dispositive Power 0
-
10. Shared Dispositive Power 1,526,605
-
11. Aggregate Amount Beneficially Owned by Each Reporting Person 1,526,605
-
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
-
13. Percent of Class Represented by Amount in Row (11) 2.46%
-
14. Type of Reporting Person (See Instructions)
OO

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

-
1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breedon Partners (Cayman) Ltd.
-
2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a)
(b)
-
3. SEC Use Only
-
4. Source of Funds (See Instructions) AF
-
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
6. Citizenship or Place of Organization Cayman Islands
-
7. Sole Voting Power 0
-
8. Shared Voting Power 1,526,605
-
9. Sole Dispositive Power 0
-
10. Shared Dispositive Power 1,526,605
-
11. Aggregate Amount Beneficially Owned by Each Reporting Person 1,526,605
-
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
-
13. Percent of Class Represented by Amount in Row (11) 2.46%
-
14. Type of Reporting Person (See Instructions)
OO

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Breeden Capital Partners LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions) AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization Delaware

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

7. Sole Voting Power 0

8. Shared Voting Power 3,540,716

9. Sole Dispositive Power 0

10. Shared Dispositive Power 3,540,716

11. Aggregate Amount Beneficially Owned by Each Reporting Person 3,540,716

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11) 5.70%

14. Type of Reporting Person (See Instructions)
OO

-
1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Richard C. Breeden
-
2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) 0
(b) X
-
3. SEC Use Only
-
4. Source of Funds (See Instructions) AF
-
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
6. Citizenship or Place of Organization United States
-
7. Sole Voting Power 0
-
8. Shared Voting Power 5,067,321
-
9. Sole Dispositive Power 0
-
10. Shared Dispositive Power 5,067,321
-
11. Aggregate Amount Beneficially Owned by Each Reporting Person 5,067,321
-
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
-
13. Percent of Class Represented by Amount in Row (11) 8.16%
-
14. Type of Reporting Person (See Instructions)
IN

Number of
Shares Beneficially
Owned by Each
Reporting
Person With

This Amendment No. 2 (this "Amendment") relates to the Schedule 13D filed by and on behalf of Breeden Partners L.P., a Delaware limited partnership (the "Delaware Fund"); Breeden Partners (California) L.P., a Delaware limited partnership (the "California Fund"); Breeden Partners Holdco Ltd., a Cayman Islands exempt limited company ("Holdco"), Breeden Partners (Cayman) Ltd., a Cayman Islands exempt limited company ("BPC") (together with Holdco, the "Offshore Investors Fund"); Breeden Capital Partners LLC, a Delaware limited liability company (the "General Partner"); Breeden Capital Management LLC, a Delaware limited liability company (the "Advisor"); and Richard C. Breeden, a citizen of the United States of America ("Mr. Breeden") with the Securities and Exchange Commission on February 8, 2008 (as amended, the "Schedule 13D"), relating to the common shares, no par value ("Common Shares"), of STERIS Corporation, an Ohio corporation (the "Company"). The Delaware Fund, the California Fund, the California II Fund (as defined herein) and the Offshore Investors Fund are herein sometimes referred to collectively as the "Fund." Terms defined in the Schedule 13D are used herein with the same meaning.

Items 2, 3, 4, 5, 6 and 7 of the Schedule 13D are hereby amended and supplemented to add the following:

ITEM 2. IDENTITY AND BACKGROUND

This Statement is being filed by and on behalf of the Delaware Fund, the California Fund, the Offshore Investors Fund, the General Partner, the Advisor, Mr. Breeden and Breeden Partners (California) II L.P., a Delaware limited partnership (the "California II Fund").

The address of the principal office of the California II Fund is 100 Northfield Street, Greenwich, CT 06830.

The California II Fund is principally involved in the business of investing in securities.

During the last five years, the California II Fund has not, and, to the best of its knowledge, none of its officers and directors, has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The 5,067,321 Common Shares reported herein by the Reporting Persons were acquired by the Reporting Persons for an aggregate purchase price of approximately \$119.4 million. The Common Shares that are reported on this Statement on Schedule 13D were acquired with investment capital of the Fund.

ITEM 4. PURPOSE OF TRANSACTION.

On April 23, 2008, the Reporting Persons entered into an Agreement (the "Agreement") with the Company, which Agreement is filed as Exhibit 1 hereto, and incorporated herein by reference.

Pursuant to the terms of the Agreement, the Company agreed that the Company and the Board of Directors of the Company (the "Board") would (i) increase the size of the Board from ten to twelve directors and (ii) appoint as directors Richard C. Breeden (a Reporting Person) and Robert H. Fields, each with a term expiring at the 2008 annual meeting of the shareholders of the Company (the "2008 Annual Meeting"). Effective as of April 23, 2008, the Company did appoint Messrs. Breeden and Fields as directors of the Company.

The Company has further agreed that the Company and the Board will cause the slate of nominees standing for election to the Board at the 2008 Annual Meeting to include each of Messrs. Breeden and Fields.

The Company also agreed that concurrently with their respective appointments as members of the Board, the Board will appoint (i) Mr. Breeden as a member of the Board's Compensation and Corporate Governance Committee and (ii) Mr. Fields as a member of the Board's Audit and Financial Policy Committee.

The Agreement further provides that commencing on the appointment of Messrs. Breeden and Fields as members of the Board and thereafter for so long as Messrs. Breeden and Fields are serving as members of the Board, none of the Reporting Persons, nor Mr. Fields nor any of their respective affiliates, will (i) with respect to the Company or its Common Stock, make, engage or in any way participate in, directly or indirectly, any "solicitation" (as such term is used in the proxy rules of the

SEC) of proxies or consents (whether or not relating to the election or removal of directors); (ii) seek to advise, encourage or influence any person with respect to the voting of any Common Stock (other than affiliates); (iii) except as specifically and expressly set forth in the Agreement, seek, alone or in concert with others, election or appointment to, or representation on, or nominate or propose the nomination of any candidate to, the Board; (iv) initiate, propose or otherwise "solicit" (as such term is used in the proxy rules of the SEC) shareholders of the Company for the approval of shareholder proposals whether made pursuant to Rule 14a-8 or Rule 14a-4 under the Act, or otherwise, or cause or encourage or attempt to cause or encourage any other person to initiate any such shareholder proposal, regardless of its purpose, or otherwise communicate with the Company's shareholders or others pursuant to Rule 14a-1(l)(2)(iv)(A) under the Act; or (v) make, publish, or provide, or encourage, influence or advise any other person to make, publish, or provide, any public statement or information disparaging or negative toward the business, products, reputation, competence, operation or governance of the Company, its Affiliates, Board, officers, directors or employees, without regard to the truth or falsity of the statement.

The Reporting Persons have further agreed that commencing on the appointment of Messrs. Breeden and Fields as members of the Board and thereafter for so long as Messrs. Breeden and Fields are serving as members of the Board, the Reporting Persons shall cause all shares of Common Stock beneficially owned by them and their affiliates to be voted in favor of the slate of directors proposed by the Board at the 2008 Annual Meeting, in favor of any subsequent slate of directors recommended by the Board, and in favor of any Company proposals recommended by the Board and required by law or exchange requirement to be submitted to a vote of shareholders.

The foregoing description of the Agreement is a summary only and is qualified in its entirety by reference to the Agreement, which is filed as Exhibit 1 hereto and incorporated herein by reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a)-(b) The responses of the Reporting Persons to Rows (7) through (13) on the cover pages of this Statement on Schedule 13D are incorporated herein by reference. As of the close of business on the date hereof, the Delaware Fund owned 546,210 shares of Common Shares both beneficially and as direct owner, representing approximately 0.88% of the outstanding Common Shares; the California Fund owned 2,917,724 Common Shares both beneficially and as direct owner, representing approximately 4.70% of the outstanding Common Shares; the California II Fund owned 76,782 Common Shares both beneficially and as direct owner, representing approximately 0.12% of the outstanding Common Shares; and Holdco owned 1,526,605 Common Shares both beneficially and as direct owner, representing approximately 2.46% of the outstanding Common Shares. As of the date hereof, the 5,067,321 Common Shares beneficially owned in the aggregate by the Fund, which Common Shares may be deemed to be beneficially owned by the Advisor and Mr. Breeden, represent approximately 8.16% of the Company's Common Shares. All percentages set forth in this paragraph relating to beneficial ownership of Common Shares are based upon 62,065,799 shares outstanding, which is the total number of shares outstanding as of January 31, 2008 as reported in the Company's Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2007.

For purposes of disclosing the number of shares of Common Stock beneficially owned by each of the Reporting Persons, the General Partner, as general partner of the Delaware Fund, the California Fund and the California II Fund, may be deemed to own beneficially (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934) all the Common Shares that are owned beneficially and directly by the Delaware Fund, the California Fund and the California II Fund. The Advisor, as investment manager for the Fund, and Mr. Breeden, as Managing Member of the Advisor and the General Partner, and as the key Principal of the Offshore Investor Funds, may be deemed to own beneficially all the Common Shares that are owned beneficially and directly by each Fund. Each of the General Partner, the Advisor and Mr. Breeden disclaims beneficial ownership of such shares for all other purposes. BPC may be deemed to own beneficially all the Common Shares that are owned beneficially and directly by Holdco. The Delaware Fund, the California Fund, the California II Fund and Holdco each disclaims beneficial ownership of the shares of the Common Shares held directly by the others.

(c) Except as set forth above or in the attached Schedule I, no Reporting Person has effected any transaction in Common Shares since the most recent filing of the Schedule 13D.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIP WITH RESPECT TO SECURITIES OF THE ISSUER.

See Item 4 for a description of the Agreement.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1 Agreement, dated as of April 23, 2008, by and among the Reporting Persons and the Company.

SIGNATURES

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

Dated: April 23, 2008

BREEDEN PARTNERS L.P.

By: Breeden Capital Partners LLC,
General Partner

By: /s/ Richard C. Breeden
Richard C. Breeden
Managing Member

BREEDEN PARTNERS (CALIFORNIA) L.P.

By: Breeden Capital Partners LLC,
General Partner

By: /s/ Richard C. Breeden
Richard C. Breeden
Managing Member

BREEDEN PARTNERS (CALIFORNIA) II L.P.

By: Breeden Capital Partners LLC,
General Partner

By: /s/ Richard C. Breeden
Richard C. Breeden
Managing Member

BREEDEN PARTNERS HOLDCO LTD.

By: /s/ Richard C. Breeden
Richard C. Breeden
Key Principal

BREEDEN CAPITAL PARTNERS LLC

By: /s/ Richard C. Breeden
Richard C. Breeden
Managing Member

BREEDEN CAPITAL MANAGEMENT LLC

By: /s/ Richard C. Breeden

Richard C. Breeden
Managing Member

BREEDEN PARTNERS (CAYMAN) LTD.

By: /s/ Richard C. Breeden

Richard C. Breeden
Key Principal

/s/ Richard C. Breeden

Richard C. Breeden

TRANSACTIONS SINCE THE MOST RECENT SCHEDULE 13D

The following table sets forth all transactions with respect to Common Shares effected by the Reporting Persons since the most recent filing of the Schedule 13D on March 12, 2008. All such transactions were effected in the open market.

Transaction Date	Shares Purchased for the Account of the Delaware Fund	Shares Purchased for the Account of the California Fund	Shares Purchased for the Account of Holdco	Shares Purchased for the Account of the California II Fund	Price per Share
4/17/08	27,017	67,693	0	68,395	\$26.31
4/17/08	3,313	8,300	0	8,387	\$26.02

AGREEMENT

AGREEMENT, dated as of April 23, 2008 (the "Agreement"), by and among STERIS Corporation, an Ohio corporation (the "Company"), the Breeden Nominees (as hereinafter defined) and the persons and entities listed on Schedule A hereto (each a "Breeden Investor" and collectively, the "Breeden Investors").

WHEREAS, the Breeden Investors are the beneficial owners of, in the aggregate, 5,067,321 shares of common stock, without par value, of the Company (the "Common Stock");

WHEREAS, on February 8, 2008 the Breeden Investors filed a statement on Schedule 13D with the Securities and Exchange Commission ("SEC") disclosing their interest in the Company; and

WHEREAS, the Company and the Board of Directors (the "Board"), on the one hand, and the Breeden Investors, on the other hand, wish to enter into certain agreements relating to the future composition of the Board, certain Board and Company governance matters and the Company's 2008 Annual Meeting of Stockholders (the "2008 Annual Meeting").

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

I. REPRESENTATIONS

1.1 Authority; Binding Agreement.

(a) The Company hereby represents and warrants that this Agreement and the performance by the Company of its obligations hereunder (i) has been duly authorized, executed and delivered by it, and is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, (ii) does not require the approval of the shareholders of the Company and (iii) does not and will not violate any law, any order of any court or other agency of government, the Articles of Incorporation of the Company or the Amended and Restated Regulations of the Company (the "Regulations") or any provision of any indenture, agreement or other instrument to which the Company or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of, or give rise to, any lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever pursuant to any such indenture, agreement or other instrument.

(b) Each of the Breeden Investors and the Breeden Nominees represents and warrants, severally and not jointly, that this Agreement and the performance by such Breeden Investor or Breeden Nominee of its or his obligations hereunder (i) has been duly authorized, executed and delivered by such Breeden Investor or Breeden Nominee,

and is a valid and binding obligation of such Breeden Investor or Breeden Nominee, enforceable against such Breeden Investor or Breeden Nominee in accordance with its terms, (ii) does not require approval by any owners or holders of any equity interest in such Breeden Investor (except as has already been obtained) and (iii) does not and will not violate any law, any order of any court or other agency of government, the charter or other organizational documents of such Breeden Investor, as amended, or any provision of any agreement or other instrument to which such Breeden Investor or Breeden Nominee or any of its or his properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of, or give rise to, any lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever pursuant to any such agreement or instrument.

1.2 Defined Terms.

For purposes of this Agreement:

(a) "Affiliate" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(b) The terms "beneficial owner" and "beneficially own" have the same meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act.

II. COVENANTS

2.1 Directors.

(a) Appointment of Breeden Nominees. The Company agrees that concurrent with and as a condition to the execution of this Agreement, the Company and the Board, at a duly convened meeting of directors, shall take all actions necessary, including increasing the size of the Board if necessary, to appoint with immediate effect Richard C. Breeden and Robert H. Fields (the "Breeden Nominees") as directors, each with a term expiring at the 2008 Annual Meeting.

(b) 2008 Annual Meeting. The Company agrees that the Company and the Board will cause the slate of nominees standing for election, and recommended by the Board, at the 2008 Annual Meeting to be comprised of no more than twelve (12) directors in the aggregate and to include the Breeden Nominees (such slate, the "Agreed Slate") and specifically to:

(1) nominate both of the Breeden Nominees for election at the 2008 Annual Meeting as a director of the Company to hold office until the Company's 2009 Annual Meeting of Shareholders or until their successors are duly elected and qualified;

(2) recommend both of the Breeden Nominees for election as directors of the Company at the 2008 Annual Meeting, and cause the

Company to use its reasonable efforts to solicit proxies in favor of the election of both of the Breeden Nominees; and

(3) cause all proxies received by the Company to be voted in the manner specified by such proxies, or if not specified, in favor of the Agreed Slate with respect to the election of directors, and as determined by those designated as the Company's proxies with respect to other matters.

(c) Committee Representation. Concurrently with their respective appointments or elections as members of the Board, and until such time as the Breeden Nominees are no longer directors of the Company or until the 2009 Annual Meeting (whichever occurs first), the Board shall appoint (i) Richard C. Breeden as a member of the Compensation and Corporate Governance Committee and (ii) Robert H. Fields as a member of the Audit and Financial Policy Committee of the Board. The Company hereby confirms that the only other Committee currently chartered by the Board is the Compliance Committee and that it is not the Company's intention to create any other committee of the Board, but in the event that any other committee is created at any time that a Breeden Nominee is serving as a director, the Board shall duly consider at least one Breeden Nominee to serve on such committee. The Company hereby confirms that it is the practice of the Company that all independent members of the Board are entitled to attend as an observer, all meetings of the three current standing committees of the Board and agrees that it will maintain this practice and extend it to any new committees created, throughout the Breeden Investor Representation Period.

(d) Role of Breeden Nominees. Each of the Breeden Nominees, upon appointment or election to the Board, will serve as an integral member of the Board and be governed by the same protections and obligations regarding confidentiality, conflicts of interests, fiduciary duties, trading and disclosure policies, director evaluation process, Director Code of Ethics, Board Governance Guidelines, director share ownership guidelines, Stock Trading and Pre-Approval Policies, and other governance matters, and shall have the same rights, responsibilities and benefits, including (but not limited to) with respect to insurance, indemnification, compensation and fees, as are applicable to all independent directors of the Company. In determining compliance with the director share ownership guidelines, the Company agrees that the shares of Common Stock owned directly or beneficially by the Breeden Investors shall be attributed to the Breeden Nominees.

(e) Replacement Nominees. If at any time during the Breeden Investor Representation Period either of the Breeden Nominees is or becomes unwilling or unable to serve as a nominee or, following such person's appointment or election, as a director of the Company, the Breeden Investors shall be entitled to appoint a replacement nominee or director, as the case may be; provided that no breach of the terms hereof on the part of the Breeden Investors has occurred and is continuing; provided further that, such replacement nominee or director, as the case may be, shall be subject to the director candidate processes of, and shall be reasonably acceptable to, the Compensation and Corporate Governance Committee; and provided further that at the time of the

appointment of such replacement nominee, the Breeden Investors are beneficial owners of at least five percent (5%) of the Company's outstanding shares of Common Stock. Any such replacement nominee or director, as the case may be, shall be deemed to be a Breeden Nominee for the purposes of this Agreement and shall execute a supplement in the same form and substance as this Agreement.

(f) Proxy Solicitation Materials. The Company and the Board agree that the Proxy Statement on Schedule 14A filed by the Company in connection with the 2008 Annual Meeting (the "Company Proxy") and all other solicitation materials to be delivered to stockholders in connection with the 2008 Annual Meeting shall be prepared in accordance with the terms of Section 2.1(b) of this Agreement. The Company will provide the Breeden Investors with copies of any proxy materials or other solicitation materials to be delivered to stockholders in connection with the 2008 Annual Meeting at least two business days, in the case of proxy statements, and at least one business day, in the case of other solicitation materials, in advance of filing such materials with the SEC or disseminating the same in order to permit the Breeden Investors a reasonable opportunity to review and comment on such materials. The Breeden Investors will provide, as promptly as reasonably practicable, all information relating to the Breeden Nominees (and other information, if any) to the extent required under applicable law to be included in the Company Proxy and any other solicitation materials to be delivered to stockholders in connection with the 2008 Annual Meeting. The Company Proxy shall contain the same type of information concerning the Breeden Nominees as provided for the incumbent director nominees.

(g) Other Matters. The Company represents that no matters are anticipated to be presented by the Board for a vote of shareholders of the Company at the 2008 Annual Meeting other than the election of directors (as specified herein) and the ratification of the Company's registered public accounting firm. The Company agrees that it shall inform the Breeden Investors as soon as possible if any other matters will be presented for a vote of shareholders of the Company at the 2008 Annual Meeting.

(h) Publicity. Promptly after the execution of this Agreement, the Company will issue a press release in the form attached hereto as Schedule B and may make appropriate regulatory filings and submissions in connection with the matters contemplated by this Agreement.

(i) Future Nominations. The Company agrees that it shall provide notice to the Breeden Investors as to whether or not the Company will nominate either or both of the Breeden Nominees for re-election as a director of the Company on or before the thirtieth day prior to the deadline for submitting director nominations under the Regulations with respect to each subsequent annual meeting of the stockholders of the Company following the 2008 Annual Meeting.

2.2 Breeden Investor Provisions.

(a) Breeden Investor Actions. Commencing on the appointment of the Breeden Nominees as directors of the Company and their nomination for election at the

2008 Annual Meeting in accordance with Sections 2.1(a) and (b) of this Agreement and thereafter for so long as at least one Breeden Nominee is serving as a member of the Board (such period, the "Breeden Investor Representation Period"), the Breeden Investors, their respective Affiliates, and the Breeden Nominees or any former Breeden Nominee, will: (i) with respect to the Company or its Common Stock, not make, engage or in any way participate in, directly or indirectly, any "solicitation" (as such term is used in the proxy rules of the SEC) of proxies or consents (whether or not relating to the election or removal of directors), or seek to advise, encourage or influence any person with respect to the voting of any Common Stock (other than Affiliates), or (ii) except as provided for in Section 2.1(b), not seek, alone or in concert with others, election or appointment to, or representation on, or nominate or propose the nomination of any candidate to, the Board, or (iii) not initiate, propose or otherwise "solicit" (as such term is used in the proxy rules of the SEC) shareholders of the Company for the approval of shareholder proposals whether made pursuant to Rule 14a-8 or Rule 14a-4 under the Exchange Act or otherwise, or cause or encourage or attempt to cause or encourage any other person to initiate any such shareholder proposal, regardless of its purpose, or otherwise communicate with the Company's shareholders or others pursuant to Rule 14a-1(l)(2)(iv)(A) under the Exchange Act, or (iv) cause all shares of Common Stock directly or beneficially owned by them and their respective Affiliates as to which they are entitled to vote at the 2008 Annual Meeting and any subsequent meeting of shareholders to be voted in favor of the election of each member of the Agreed Slate and any subsequent slate of Directors recommended by the Board, and in favor of any Company proposals recommended by the Board and required by law or exchange requirement to be submitted to a vote of shareholders, or (v) not make, publish, or provide, or encourage, influence or advise any other person to make, publish, or provide, any public statement or information disparaging or negative toward the business, products, reputation, competence, operation or governance of the Company, its Affiliates, Board, officers, directors or employees, without regard to the truth or falsity of the statement.

(b) The Breeden Investors and their Affiliates and the Breeden Nominees shall not, directly or indirectly, sell, transfer or otherwise dispose of, or pledge, hypothecate or otherwise encumber, or transfer or convey in any manner any voting rights with respect to, any shares of Common Stock directly or beneficially owned by any of them at the time of the execution of this Agreement (i) with respect to the Breeden Investors, until after the date of the 2008 Annual Meeting, and (ii) with respect to the Breeden Nominees, unless the Breeden Nominee is in compliance with the Director Share Ownership Guidelines, and then only in compliance with the Company's trading and disclosure policies.

III. OTHER PROVISIONS

3.1 Remedies.

(a) Each party hereto hereby acknowledges and agrees, on behalf of itself and its Affiliates, that irreparable harm would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties will be entitled to specific relief

hereunder, including, without limitation, an injunction or injunctions to prevent and enjoin breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any state or federal court in the State of Ohio, in addition to any other remedy to which they may be entitled at law or in equity. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

(b) Each party hereto agrees, on behalf of itself and its Affiliates, that any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby will be brought solely and exclusively in any state or federal court in the State of Ohio (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 3.3 will be effective service of process for any such action, suit or proceeding brought against any party in any such court. Each party, on behalf of itself and its Affiliates, irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the state or federal courts in the State of Ohio, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an improper or inconvenient forum.

3.2 Amendment.

This Agreement may be amended only by an agreement in writing executed by the parties hereto.

3.3 Notices.

All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by telecopy, when such telecopy is transmitted to the telecopy number set forth below and the appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this subsection:

if to the Company:

STERIS Corporation
5960 Heisley Road
Mentor, Ohio 44060-1834
Facsimile: (440) 392-7056
Attention: Mark D. McGinley

with a copy to:

Jones Day
901 Lakeside Avenue

Cleveland, OH 44114.
Facsimile No. (216) 579-0212
Attn: Lyle Ganske
James Dougherty

if to the Breeden Investors:

Breeden Partners L.P.
100 Northfield Street
Greenwich, CT 06830
Facsimile: (203) 618-0063
Attention: James M. Cotter

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP
1 Liberty Plaza, Suite 4300
New York, New York 10006
Facsimile: (212) 225-3999
Attention: Victor I. Lewkow
Daniel S. Sternberg

3.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to any conflict of laws provisions thereof.

3.5 Further Assurances. Each party agrees to take or cause to be taken such further actions, and to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be reasonably required or requested by the other party in order to effectuate fully the purposes, terms and conditions of this Agreement.

3.6 Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and nothing in this Agreement is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

3.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

STERIS CORPORATION

By: _____

Name:

Title:

BREEDEN INVESTORS
BREEDEN CAPITAL MANAGEMENT LLC

By: _____
Name: Richard C. Breedon
Title: Managing Member

BREEDEN PARTNERS L.P.

By: Breedon Capital Partners LLC, its general partner

By: _____
Name: Richard C. Breedon
Title: Managing Member

BREEDEN PARTNERS (CALIFORNIA) L.P.

By: Breedon Capital Partners LLC, its general partner

By: _____
Name: Richard C. Breedon
Title: Managing Member

BREEDEN PARTNERS HOLDCO LTD.

By: _____
Name: Richard C. Breedon
Title: Director

BREEDEN CAPITAL PARTNERS LLC

By: _____
Name: Richard C. Breedon
Title: Managing Member

BREEDEN PARTNERS (CAYMAN) LTD.

By: _____
Name: Richard C. Breeden
Title: Director

BREEDEN PARTNERS (CALIFORNIA) II L.P.

By: Breeden Capital Partners LLC, its general partner

By: _____
Name: Richard C. Breeden
Title: Managing Member

Richard C. Breeden

[Breeden Investor Signature Page]

BREEDEN NOMINEES

RICHARD C. BREEDEN

ROBERT H. FIELDS

[Breedon Nominee Signature Page]

Schedule A

Breeden Investors

Breeden Capital Management LLC
Breeden Partners L.P.
Breeden Partners (California) L.P.
Breeden Partners (California) II L.P.
Breeden Partners Holdco Ltd.
Breeden Partners (Cayman) Ltd.
Breeden Capital Partners LLC
Richard C. Breeden



**STERIS CORPORATION
NEWS ANNOUNCEMENT
FOR IMMEDIATE RELEASE**

**STERIS CORPORATION ANNOUNCES
THE APPOINTMENT OF TWO NEW DIRECTORS**

Mentor, Ohio (April 24, 2008) - STERIS Corporation (NYSE: STE) today announced the appointment of two new directors to its Board. Richard C. Breeden and Robert H. Fields have joined the STERIS Board, expanding the number of members of the Board to twelve from the previous ten. Mr. Breeden will serve on the Board's Compensation and Corporate Governance Committee and Mr. Fields will serve on the Audit and Financial Policy Committee.

"We are pleased that Richard Breeden and Robert Fields have joined our Board and look forward to benefiting from their unique capital markets perspective as a complement to the existing skills and experience of our current Board members," said John P. Wareham, Chairman of the STERIS Corporation Board of Directors. "The STERIS Board is confident that, under the leadership of our new President and CEO Walt Rosebrough and his team, STERIS is implementing a range of actions that will generate significant long-term value for shareholders."

"We believe that there are a number of opportunities for STERIS to drive sustainable profitable growth and increase its market value. As a result, we are excited to join with the Board and the STERIS management team in pursuing those opportunities with a sense of purpose and urgency," said Richard C. Breeden, Chairman of Breeden Capital Management. "STERIS has an enviable portfolio of products and services and leading market positions across its business units. We are looking forward to working with management and new President and CEO Walt Rosebrough over the long-term to generate attractive returns for STERIS shareholders."

Mr. Breeden is the Chief Executive Officer and Chief Investment Officer of Breeden Partners and its manager Breeden Capital Management. Breeden Partners has more than \$1.5 billion in assets under management and owns more than 8% of the outstanding shares of STERIS. From 1989 through 1993, Mr. Breeden served as Chairman of the United States

Securities & Exchange Commission. He has served on the boards of numerous public and private companies in the U.S. and Europe. He currently serves as the non-executive Chairman of the Board of H&R Block, Inc., and as a member of the board of Zale Corporation and BBVA of Spain, one of Europe's largest banks.

Mr. Fields is a Partner and Managing Director of Breeden Partners and its manager Breeden Capital Management and serves as one of five members of the firm's Investment Committee. Mr. Fields is also responsible for all of Breeden Capital Management's research and trading operations. Prior to joining Breeden Capital Management in January 2006, Mr. Fields was a securities analyst with MFP Investors LLC, a private investment firm. Previously, Mr. Fields served as a Senior Auditor with Arthur Andersen LLP. He received a Masters in Business Administration from The Wharton School of Business.

STERIS shareholders will elect all members of the board of directors at the Company's Annual Meeting of Shareholders on July 24, 2008.

About STERIS

The mission of STERIS Corporation is to provide a healthier today and safer tomorrow through knowledgeable people and innovative infection prevention, decontamination and health science technologies, products and services. The Company's more than 5,000 dedicated employees around the world work together to supply a broad array of solutions by offering a combination of equipment, consumables and services to healthcare, pharmaceutical, industrial and government customers. The Company is listed on the New York Stock Exchange under the symbol STE. For more information, visit www.steris.com.

Contact: Aidan Gormley, Senior Director, Corporate Communications and Investor Relations at 440-392-7607.

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This news release may contain statements concerning certain trends, expectations, forecasts, estimates, or other forward-looking information affecting or relating to the Company or its industry that are intended to qualify for the protections afforded "forward-looking statements" under the Private Securities Litigation Reform Act of 1995 and other laws and regulations. Forward-looking statements speak only as to the date of this report, and may be identified by the use of forward-looking terms such as "may," "will," "expects," "believes," "anticipates," "plans," "estimates," "projects," "targets," "forecasts,"

“confidence,” and “seeks,” or the negative of such terms or other variations on such terms or comparable terminology. Many important factors could cause actual results to differ materially from those in the forward-looking statements including, without limitation, disruption of production or supplies, changes in market conditions, political events, pending or future claims or litigation, competitive factors, technology advances, and changes in government regulations or the application or interpretation thereof. Other risk factors are described in the Company’s Form 10-K and other securities filings. Many of these important factors are outside STERIS’s control. No assurances can be provided as to any future financial results. Unless legally required, the Company does not undertake to update or revise any forward-looking statements even if events make clear that any projected results, express or implied, will not be realized. Other potential risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements include, without limitation, (a) the potential for increased pressure on pricing that leads to erosion of profit margins, (b) the possibility that market demand will not develop for new technologies, products or applications, or the Company’s business initiatives will take longer, cost more or produce lower benefits than anticipated, (c) the possibility that application of or compliance with laws, court rulings, regulations, certifications or other requirements or standards may delay or prevent new product introductions, affect the production and marketing of existing products, or otherwise affect Company performance, results, or value, (d) the potential of international unrest or effects of fluctuations in currencies, tax assessments or rates, raw material costs, benefit or retirement plan costs, or other regulatory compliance costs, (e) the possibility of reduced demand, or reductions in the rate of growth in demand, for the Company’s products and services, and (f) the possibility that anticipated cost savings may not be achieved, or that transition, labor, competition, timing, execution, regulatory, governmental, or other issues or risks associated with the matters described in this release may adversely impact Company performance, results, or value.