SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO SECTION 14(D)(1) OF THE SECURITIES EXCHANGE ACT OF 1934

ISOMEDIX INC.
(NAME OF SUBJECT COMPANY [ISSUER])

STERIS ACQUISITION CORPORATION
STERIS CORPORATION
(BIDDERS)

COMMON STOCK, PAR VALUE $.01 PER SHARE
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)
(TITLE OF CLASS OF SECURITIES)

464890102
(CUSIP NUMBER OF CLASS OF SECURITIES)

BILL R. SANFORD
STERIS ACQUISITION CORPORATION
C/O STERIS CORPORATION
5960 HEISLEY ROAD
MENTOR, OHIO 44060
TELEPHONE: (216) 354-2600
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON
AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDERS)

COPY TO:
ROY L. TURNELL, ESQ.
THOMPSON HINE & FLORY, LLP
3900 KEY CENTER
127 PUBLIC SQUARE
CLEVELAND, OHIO 44114-1216
TELEPHONE: (216) 566-5500

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE
$155,470,401.00	$31,094.08

* For purposes of calculating fee only. This amount assumes the purchase at a purchase price of $20.50 per share of an aggregate of 7,583,922 shares of common stock. The amount of the filing fee, calculated in accordance with Regulation 240.0-11 of the Securities Exchange Act of 1934, as amended, equals 1/50th of one percentum of the value of shares purchased.

[ ] Check box if any part of the fee is offset as provided by Rule 0-11(A)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: NONE	Filing Party: N/A
Form or Registration No.: N/A	Date Filed: N/A

This Schedule 14D-1 Tender Offer Statement (this "Statement") relates to the offer by STERIS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation (the "Parent"), to purchase all of the outstanding shares of common stock, par value $.01 per share, and the associated preferred stock purchase rights (together with the rights, the "Shares") of Isomedix Inc., a Delaware corporation (the "Company"), at a price of $20.50 per Share, net to the seller in cash, without interest thereon (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 18, 1997 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer"). Copies of the Offer to Purchase and the Letter of Transmittal are annexed hereto as Exhibits (a)(1) and (a)(2), respectively.

ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is Isomedix Inc., a Delaware corporation with its principal executive offices at 11 Apollo Drive, Whippany, New Jersey 07981.

(b) The information set forth in the Introduction of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a-d, g) This Statement is being filed on behalf of the Parent and the Purchaser for purposes of the Schedule 14D-1. The information set forth in the Introduction, Section 9 and Schedule I of the Offer to Purchase is incorporated herein by reference.

(e-f) During the last five years, neither the Parent nor the Purchaser, nor, to the best knowledge of the Parent and the Purchaser, the persons listed in Schedule I of the Offer to Purchase, 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 violation of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a-b) The information set forth in the Introduction, Sections 8, 9 and 11 and Schedule I of the Offer to Purchase is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a-c) The information set forth in Section 10 of the Offer to Purchase is incorporated herein by reference.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDERS.

(a-b) The information set forth in the Introduction, and Sections 11, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Sections 11, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

(d-e) The information set forth in Sections 6, 7, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

(f-g) The information set forth in Sections 7, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) The information set forth in the Introduction, Sections 8 and 9 and Schedule I of the Offer to Purchase is incorporated herein by reference.

(b) None.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in the Introduction and Sections 9, 11, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in the Introduction and Sections 11 and 16 of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The information set forth in Section 9 of the Offer to Purchase is incorporated herein by reference.

The incorporation by reference herein of the above-referenced financial information does not constitute an admission that such information is material to a decision by a shareholder of the Company whether to sell, tender or hold Shares being sought in the Offer.

ITEM 10. ADDITIONAL INFORMATION.

(a) The information set forth in Sections 8, 9, 11, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

(b-c, e) The information set forth in Sections 13, 14 and 15 of the Offer to Purchase is incorporated herein by reference.

(d) The information set forth in Sections 7, 12 and 13 of the Offer to Purchase is incorporated herein by reference.

(f) The information set forth in the Offer to Purchase and the Letter of Transmittal, is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

(a)(1) Press Release, dated August 12, 1997.
(a)(2) Offer to Purchase, dated August 18, 1997.
(a)(3) Letter of Transmittal.
(a)(4) Notice of Guaranteed Delivery.
(a)(5) Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(6) Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(7) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(8) Summary Advertisement, dated August 18, 1997.
(b)(1) Credit Agreement, dated May 13, 1996, among STERIS Corporation, various financial institutions and KeyBank National Association, as Agent (incorporated by reference to Exhibit 10.14 of STERIS Corporation's Annual Report on Form 10-K for the fiscal year ending March 31, 1996).
(b)(2) First Amendment Agreement, dated November 22, 1996, to Credit Agreement, dated May 13, 1996, among STERIS Corporation, various financial institutions and KeyBank National Association, as Agent.
(b)(3) Second Amendment Agreement, dated June 10, 1997, to Credit Agreement, dated May 13, 1996, among STERIS Corporation, various financial institutions and KeyBank National Association, as Agent (incorporated by reference to Exhibit 10.1 of STERIS Corporation's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1997).
(b)(4) Third Amendment Agreement, dated June 10, 1997, to Credit Agreement, dated May 13, 1996, among STERIS Corporation, various financial institutions and KeyBank National Association, as Agent (incorporated by reference to Exhibit 10.2 of STERIS Corporation's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1997).
(c)(1) The Agreement and Plan of Merger, dated August 12, 1997, by and among Isomedix Inc., STERIS Corporation and STERIS Acquisition Corporation.
(c)(2) Employment Agreement, dated August 12, 1997, between STERIS Corporation and John Masefield.
(c)(3) Letter, dated August 12, 1997, from Bill R. Sanford, Chairman of the Board, President, and Chief Executive Officer of STERIS Corporation to Thomas J. DeAngelo, Vice President -- Finance and Administration and Chief Financial Officer of Isomedix Inc.
(d) None.
(e) Not applicable.
(f) None.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: August 18, 1997

STERIS ACQUISITION CORPORATION

By: /s/ BILL R. SANFORD

Name: Bill R. Sanford
Title: Chairman, President, and Chief Executive Officer

STERIS CORPORATION

By: /s/ BILL R. SANFORD

Name: Bill R. Sanford
Title: Chairman, President, and Chief Executive Officer

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT NAME	PAGE NUMBER
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Exhibit (a)(1)

PRESS ANNOUNCEMENT
FOR IMMEDIATE RELEASE

[STERIS LOGO]

Contacts: Michael A. Keresman, III, Senior Vice President and CFO
Gerard J. Reis, Vice President Business and Professional Relations
(216) 354-2600

STERIS TO ACQUIRE ISOMEDIX

Mentor, Ohio (August 12, 1997) - STERIS Corporation (NASDAQ:STRL) and Isomedix Inc. (NYSE:ISO) today jointly announced an agreement by STERIS to acquire Isomedix, the leading North American provider of contract sterilization and microbial reduction services for manufacturers and producers of medical and non-medical products. The two companies have signed a definitive merger agreement under which STERIS Acquisition Corporation, a STERIS subsidiary, will commence a cash tender offer to acquire all of the outstanding shares of Isomedix for $20.50 per share. The merger agreement has been unanimously approved by the Board of Directors of each company.

STERIS Corporation, founded in 1987, has rapidly grown to become a world leader in infection prevention, contamination prevention, and surgical support systems, products, services, and technologies. Founded in 1972, Isomedix is the only company in North America providing both gamma radiation and ethylene oxide contract sterilization and microbial reduction modalities with ISO 9001 registration. Additionally, Isomedix is currently expanding its services to include electron-beam processing.

STERIS's acquisition of Isomedix is consistent with its overall business strategy for internal and external growth to become the premier global company in infection prevention, contamination prevention, and other microbial reduction and process control products, services, and technologies. The addition of Isomedix will enable STERIS to provide the broadest capabilities to help Customers assure that surfaces are free of potentially dangerous microbial

(more)

contamination and safe for contact by humans. The acquisition of Isomedix fulfills a STERIS objective of being able to participate economically in all surgical procedures, regardless of the type of procedure or location of performance of the surgery. Upon completion of the acquisition, STERIS products, processes, and services will provide Customers with the ability to safely and effectively sterilize all types of surgical devices - reusable, reposable, and disposable - regardless of whether the devices are processed on-site or off-site in a centralized or decentralized manner. By using STERIS products and services, Customers can assure that all surgical devices have been properly sterilized and transported to the surgical site.

The transaction is expected to add approximately $25 million to STERIS's March ending fiscal year 1998 revenues with minimal earnings impact in the current fiscal year as business integration occurs. STERIS expects the acquisition to be accretive to earnings in subsequent years before the impact of anticipated sales and expense avoidance synergies. The Company sees significant upside opportunities through the bundling of products and services in current markets and the development of new initiatives, such as food processing, hospital outsourcing, electron-beam industrial applications, and international market expansion. During the next few years STERIS believes the growth of the contract sterilization and microbial reduction business will be consistent with its stated overall growth objectives of 15% to 20% in annual revenues and 20% to 25% in earnings.

The combination of STERIS and Isomedix brings together industry leaders with significant technological expertise, processes, methodologies, and services. Consolidation within the healthcare industry in both the patient care and supplier market segments has created the need for companies with broader overall product lines and service capabilities. Customers are increasingly concerned about patient and worker safety while improving clinical and economic outcomes. The expanded capabilities of STERIS further enable Customers to optimize their costs and outcomes within the critical infection prevention and surgical support areas.

(more)

STERIS plans to use Isomedix as a base for expansion into other domestic market segments and the fragmented international contract sterilization and microbial reduction markets. Many of the current common Customers of STERIS and Isomedix are large, multinational medical products companies that can benefit from supplier consolidation of high quality, complementary products and services.

Bill R. Sanford, STERIS's Chairman, President, and Chief Executive Officer stated, "This transaction expands our ability to serve our current Customers while significantly enhancing STERIS's access to the scientific and industrial contract sterilization and microbial reduction markets. The purchase is consistent with the recent acceleration of our penetration of our target markets through internal growth and the acquisitions of Amsco, Surgicot, Calgon Vestal, and Joslyn. In addition, this transaction further increases the percentage of STERIS's revenues generated by sales of consumables and services. Our stated objective is to have such revenues account for at least 50% of total revenues. STERIS will now have capabilities in infection prevention, contamination prevention, and other microbial reduction applications beyond any other company in the world. We are experts in what we do and are well-positioned to take advantage of attractive growth opportunities. We believe the application of STERIS's considerable marketing, financial, technical, and educational resources to the Isomedix target Customer base will enhance Isomedix's North American leadership position and ability to capture a large part of the growth of the contract sterilization business."

Mr. Sanford continued, "We are extremely pleased to welcome John Masefield as a valuable addition to the STERIS team. Isomedix will be a wholly owned subsidiary of STERIS, and John will continue as Chairman and CEO of Isomedix. John is a pioneer and visionary of the contract sterilization industry, having founded Isomedix almost 25 years ago. He will provide valuable guidance as STERIS enters this market in a significant way."

(more)

Mr. Masefield stated, "We at Isomedix are excited about the potential of the combination with STERIS to further enhance our leadership position in contract sterilization. This year Isomedix is celebrating our 25th Anniversary. For a quarter century we have been building and expanding upon Isomedix's reputation as the number one company for providing the highest quality contract sterilization and microbial reduction services to industry. The application of STERIS's resources and market position to our business should enable Isomedix to accelerate our growth in our core medical market while capitalizing on the extraordinary opportunities in the food, cosmetics, and other markets where significant concerns exist regarding microbial contamination."

The tender offer of $20.50 in cash for each Isomedix share represents a total transaction value of approximately $142 million. The offer price is a premium of more than 30% above the last 90 days average trading price and provides immediate liquidity to Isomedix stockholders. The objective of both STERIS and Isomedix is to complete the transaction before the end of September. The tender offer is subject to satisfaction of customary closing conditions, including STERIS's acquisition of a majority of the outstanding Isomedix stock. The tender offer is not conditioned upon financing.

STERIS reported revenues of $155.1 million for its first three months of fiscal 1998, ended June 30, 1997. Net income for the quarter increased 21% to $11.7 million, compared to $9.7 million in fiscal 1997 first quarter, adjusted for non-recurring and restructuring charges. During the same quarter, Isomedix reported revenues of $13.6 million and income from continuing operations of $2.3 million.

(more)

STERIS Corporation is a leading provider of infection prevention, contamination prevention, and surgical support systems, products, services, and technologies to healthcare, scientific, research, and industrial Customers throughout the world. The Company has approximately 4,000 Associates (employees) worldwide, including more than 1,200 direct sales, service, and field support personnel. Customer Support facilities are located in major global market centers with manufacturing operations in the United States, Canada, Germany, and Finland.

*****

This press release contains statements concerning certain trends and other forward-looking information affecting or relating to the Company and its industry that are intended to qualify for the protections afforded "forward-looking statements" under the Private Securities Litigation Reform Act of 1995. There are many important factors that could cause actual results to differ materially from those in the forward-looking statements. Many of these important factors are outside STERIS's control. Changes in market conditions, including competitive factors and changes in government regulations, could cause actual results to differ materially from the Company's expectations. No assurance can be provided as to any future financial results. Other potentially negative factors that could cause actual results to differ materially from those in the forward-looking statements include (a) the possibility that the continuing integration of acquired businesses will take longer than anticipated, (b) the potential for increased pressure on pricing that leads to erosion in profit margins, and (c) the possibility of reduced demand, or reductions in the rate of growth in demand, for the Company's products.

(end)

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

ISOMEDIX INC.

BY

STERIS ACQUISITION CORPORATION
A WHOLLY OWNED SUBSIDIARY

OF

STERIS CORPORATION

AT

$20.50 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN DAY-LIGHT SAVING TIME, ON TUESDAY, SEPTEMBER 16, 1997, UNLESS THE OFFER IS EXTENDED.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, HAS DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY'S SHAREHOLDERS, AND RECOMMENDS THAT THE SHAREHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES.

The Offer is conditioned upon, among other things, there being validly tendered a number of Shares which, when added to the Shares beneficially owned by the Parent, would represent at least a majority of the Shares outstanding on a fully diluted basis on the date of purchase. The Offer is not conditioned on the receipt of financing.

IMPORTANT

Any shareholder desiring to tender all or any portion of such shareholder's Shares should either (i) complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal, have such shareholder's signature thereon guaranteed if required by Instruction 1 to the Letter of Transmittal, mail or deliver the Letter of Transmittal (or such facsimile) and any other required documents to the Depositary and either deliver the certificates for such Shares to the Depositary along with the Letter of Transmittal (or facsimile) or deliver such Shares pursuant to the procedure for book-entry transfer set forth in Section 2 or (ii) request such shareholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such shareholder. A shareholder having Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if such shareholder desires to tender such Shares.

If a shareholder desires to tender Shares and such shareholder's certificates for Shares are not immediately available or the procedure for book-entry transfer cannot be completed on a timely basis, or time will not permit all required documents to reach the Depositary prior to the Expiration Date, such shareholder's tender may be effected by following the procedure for guaranteed delivery set forth in Section 2.

Questions and requests for assistance may be directed to Smith Barney Inc., the Dealer Manager, or to Georgeson & Company Inc., the Information Agent, at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from the Information Agent or from brokers, dealers, commercial banks and trust companies.

The Dealer Manager for the Offer is:

Smith Barney Inc.
August 18, 1997

TABLE OF CONTENTS

		PAGE
Section 1.	Terms of the Offer	2
Section 2.	Procedures for Tendering Shares	3
Section 3.	Withdrawal Rights	6
Section 4.	Acceptance for Payment and Payment	7
Section 5.	Certain Federal Income Tax Consequences	8
Section 6.	Price Range of Shares; Dividends on the Shares	8
Section 7.	Effect of the Offer on the Market for the Shares; Exchange Act Registration; Margin Regulations	9
Section 8.	Certain Information Concerning the Company	9
Section 9.	Certain Information Concerning the Parent and the Purchaser	11
Section 10.	Source and Amount of Funds	14
Section 11.	Background of the Offer	14
Section 12.	Purpose of the Offer; Plans for the Company	17
Section 13.	The Merger	18
Section 14.	Certain Conditions of the Offer	27
Section 15.	Certain Legal Matters	28
Section 16.	Fees and Expenses	30
Section 17.	Miscellaneous	31

SCHEDULE I
Directors and Executive Officers of the Parent and the Purchaser 32

TO THE HOLDERS OF SHARES OF ISOMEDIX INC.:

STERIS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of STERIS CORPORATION, an Ohio corporation (the "Parent"), hereby offers to purchase all outstanding shares of common stock, par value $.01 per share, and the associated preferred stock purchase rights (together with the rights, the "Shares"), of Isomedix Inc., a Delaware corporation (the "Company"), at a price of $20.50 per Share, net to the seller in cash, without interest thereon (the "Offer Price"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

Tendering shareholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the purchase of Shares pursuant to the Offer. The Purchaser will pay all charges and expenses of Smith Barney Inc. ("Smith Barney"), as Dealer Manager (in such capacity, the "Dealer Manager"), Harris Trust Company of New York, as Depositary (the "Depositary"), and Georgeson & Company Inc., as Information Agent (the "Information Agent"), incurred in connection with the Offer. See Section 16.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of August 12, 1997 (the "Merger Agreement"), among the Purchaser, the Parent and the Company. The Merger Agreement provides, among other things, for the merger of the Purchaser with and into the Company (the "Merger") following the purchase of Shares pursuant to the Offer. In the Merger, each outstanding Share (other than Shares owned by the Parent or any subsidiary of the Parent, Shares held as treasury shares by the Company, and Shares owned by shareholders who perfect appraisal rights under Delaware law) will be converted into the right to receive $20.50 per Share net in cash. See Section 13.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, HAS DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY'S SHAREHOLDERS, AND RECOMMENDS THAT THE SHAREHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES.

The Offer is subject to the fulfillment of a number of conditions (the "Offer Conditions"), including, among other things, there being validly tendered a number of Shares which, when added to the Shares beneficially owned by the Parent, constitutes at least a majority of the Shares outstanding on a fully diluted basis on the date of purchase (the "Minimum Condition"). For purposes of this Offer, "on a fully diluted basis" means, as of any date, the number of Shares outstanding, together with Shares that the Company is then required to issue pursuant to obligations outstanding at that date under the Company's employee stock option plans, warrant plan for directors, employee stock purchase plan or otherwise (assuming all such options and warrants are then exercisable).

As of the date of the Offer, the Parent beneficially owns no Shares.

According to representations made by the Company in the Merger Agreement, as of March 21, 1997, (i) 6,430,298 Shares were issued and outstanding, (ii) 1,044,200 Shares were reserved for future issuance upon exercise of outstanding employee stock options and director warrants, and (iii) 71,022 Shares were reserved for future issuance under the employee stock purchase plan. According to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1997 (the "Company 10-Q"), there were 710,770 Shares held by the Company in treasury, at cost, as of June 30, 1997.

Certain other Offer Conditions are described in Section 14. The Purchaser expressly reserves the right, in its sole discretion, to waive any one or more of the Offer Conditions. See Sections 14 and 15. The Offer is not conditioned on the receipt of financing.

THIS OFFER TO PURCHASE AND THE LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

SECTION 1. TERMS OF THE OFFER

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), the Purchaser will accept for payment and pay for all Shares validly tendered prior to the Expiration Date. The term "Expiration Date" means 12:00 midnight, Eastern Daylight Saving Time, on Tuesday, September 16, 1997, unless the Purchaser extends the period of time during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Purchaser, will expire.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THE SATISFACTION OF THE MINIMUM CONDITION, THE EXPIRATION OR TERMINATION OF ALL WAITING PERIODS IMPOSED BY THE HART-SCOTT-RODINO ANTITRUST IMPROVEMENTS ACT OF 1976, AS AMENDED, AND THE REGULATIONS THEREUNDER (THE "HSR ACT") AND THE SATISFACTION OF THE OTHER OFFER CONDITIONS SET FORTH IN SECTION 14. THE OFFER IS NOT CONDITIONED ON THE RECEIPT OF FINANCING.

The Merger Agreement provides that, at the Company's request, the Purchaser will extend the Expiration Date from time to time for up to an aggregate of ten business days following the Expiration Date if the Minimum Condition is not fulfilled prior to 5:00 p.m. on the Expiration Date. The Merger Agreement also provides that, in the event that the Parent would be entitled to terminate the Offer due to the failure of certain Offer Conditions, not including the Minimum Condition, and it is reasonably likely that such failure can be cured on or before October 14, 1997, the Parent will give the Company notice thereof and, at the request of the Company, extend the Offer until the earlier of (1) such time as such condition is or conditions are satisfied or waived and (2) the date chosen by the Company which shall not be later than the earlier of (x) October 14, 1997 or (y) the earliest date on which the Company reasonably believes such condition or conditions will be satisfied; provided that, if such condition or conditions are not satisfied by any date chosen by the Company pursuant to this clause (y), the Company may request further extensions of the Offer not beyond October 14, 1997. In addition, the Merger Agreement provides that the Purchaser may, in its discretion, extend the Expiration Date to the extent required by applicable law or if the Minimum Condition or other Offer Conditions are not satisfied. Extension of the Expiration Date would delay the acceptance for payment of and the payment for any Shares. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the right of a tendering shareholder to withdraw such shareholder's Shares. See Section 3. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE FOR TENDERED SHARES, WHETHER OR NOT THE PURCHASER EXERCISES ITS RIGHT TO EXTEND THE OFFER.

If, by the Expiration Date (including any extension required by the Merger Agreement), any or all of the Offer Conditions have not been satisfied or waived, the Purchaser reserves the right (but will not be obligated), subject to the applicable rules and regulations of the Securities and Exchange Commission (the "Commission"), to (a) terminate the Offer and not accept for payment or pay for any Shares and return all tendered Shares to tendering shareholders, (b) waive all the unsatisfied Offer Conditions and accept for payment and pay for all Shares validly tendered prior to the Expiration Date (except that the Purchaser may not, without the consent of the Company, accept for payment any Shares so tendered unless the Minimum Condition has been satisfied), (c) extend the Offer and, subject to the right of shareholders to withdraw Shares until the Expiration Date, retain the Shares that have been tendered during the period or periods for which the Offer is extended, or (d) amend the Offer. The Merger Agreement provides that the Purchaser may not decrease the price payable in the Offer, change the form of consideration payable in the Offer, change the Offer Conditions, impose additional conditions, or change any other terms of the Offer in a manner adverse to the holders of the Shares, except that the Purchaser may extend the Expiration Date to the extent required by applicable law or if the Offer Conditions are not satisfied.

The rights reserved by the Purchaser in the two preceding paragraphs are in addition to the Purchaser's rights pursuant to Section 14. There can be no assurance that the Purchaser will exercise its right to extend the Offer beyond the period required by the Merger Agreement. Any extension, amendment or termination will be followed as promptly as practicable by public announcement. In the case of an extension, Rule 14e-l(d) under

the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires that the announcement be issued no later than 9:00 a.m., Eastern time, on the next business day after the previously scheduled Expiration Date, or the first opening of the New York Stock Exchange (the "NYSE") on the next business day after the previously scheduled Expiration Date, in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act. Subject to applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that any material change in the information published, sent or given to shareholders in connection with the Offer be promptly disseminated to shareholders in a manner reasonably designed to inform shareholders of such change), and without limiting the manner in which the Purchaser may choose to make any public announcement, the Purchaser will not have any obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to the Dow Jones News Service. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

If the Purchaser extends the Offer or if the Purchaser is delayed in its acceptance for payment of or payment (whether before or after its acceptance for payment of Shares) for Shares or it is unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may retain tendered Shares on behalf of the Purchaser, and such Shares may not be withdrawn except to the extent tendering shareholders are entitled to withdrawal rights as described in Section 3. However, the ability of the Purchaser to delay the payment for Shares that the Purchaser has accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires that a bidder pay the consideration offered or return the securities tendered by or on behalf of holders of securities promptly after the termination or withdrawal of such bidder's offer.

If the Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, the Purchaser will extend the Offer and disseminate additional tender offer materials to the extent required by Rules 14d-4(c), 14d-6(d) and 14e-1 under the Exchange Act. The minimum period during which the Offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in the percentage of securities sought, will depend upon the facts and circumstances then existing, including the relative materiality of the changed terms or information. With respect to a change in price or a change in the percentage of securities sought, a minimum period of 10 business days is generally required to allow for adequate dissemination to shareholders and investor response.

The Company has provided the Purchaser with the Company's shareholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed to record holders of Shares, and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the shareholder lists, or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

SECTION 2. PROCEDURES FOR TENDERING SHARES

Valid Tender. For a shareholder validly to tender Shares pursuant to the Offer, either (a) a properly completed and duly executed Letter of Transmittal (or facsimile thereof), together with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message (as defined below), and any other required documents, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date and either certificates for tendered Shares ("Share Certificates") must be received by the Depositary at one of such addresses or such Shares must be delivered pursuant to the procedures for book-entry transfer set forth below (and a Book-Entry Confirmation (as defined below) received by the Depositary), in each case prior to the Expiration Date, or (b) the tendering shareholder must comply with the guaranteed delivery procedures set forth below.

Book-Entry Transfer. The Depositary will establish accounts with respect to the Shares at The Depository Trust Co. and Philadelphia Depository Trust Co. (the "Book-Entry Transfer Facilities") for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial

institution that is a participant in any of the Book-Entry Transfer Facilities' systems may make book-entry delivery of Shares by causing a Book-Entry Transfer Facility to transfer such Shares into the Depositary's account in accordance with such Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined below), and any other required documents, must, in any case, be transmitted to, and received by, the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering shareholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at a Book-Entry Transfer Facility as described above is referred to herein as a "Book-Entry Confirmation." DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH SUCH BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

The term "Agent's Message" means a message transmitted by a Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgment from the participant in such Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Purchaser may enforce such agreement against such participant.

THE METHOD OF DELIVERY OF SHARE CERTIFICATES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE ELECTION AND RISK OF THE TENDERING SHAREHOLDER. SHARE CERTIFICATES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (a) if the Letter of Transmittal is signed by the registered holder (which term, for purposes of this Section, includes any participant in any of the Book-Entry Transfer Facilities' systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (an "Eligible Institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal. If Share Certificates are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or Share Certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered holder of the Share Certificates surrendered, the tendered Share Certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holders appear on the Share Certificates, with the signatures on the Share Certificates or stock powers guaranteed as described above. See Instructions 1 and 5 to the Letter of Transmittal.

Guaranteed Delivery. If a shareholder desires to tender Shares pursuant to the Offer and such shareholder's Share Certificates are not immediately available or the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary prior to the Expiration Date, such shareholder's tender may be effected if all the following conditions are met:

(i) the tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Purchaser, is received by the Depositary, as provided below, prior to the Expiration Date; and

(iii) the Share Certificates, representing all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and any other required documents are received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which the NYSE is open for business.

The Notice of Guaranteed Delivery may be delivered by hand to the Depositary or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

Notwithstanding any other provision hereof, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (a) Share Certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (b) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY THE PURCHASER, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

The Purchaser's acceptance for payment of Shares validly tendered pursuant to the Offer will constitute a binding agreement between the tendering shareholder and the Purchaser upon the terms and subject to the conditions of the Offer.

Appointment as Proxy. By executing a Letter of Transmittal as set forth above, a tendering shareholder irrevocably appoints designees of the Purchaser as such shareholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered by such shareholder and accepted for payment by the Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares on or after August 15, 1997. All such proxies will be irrevocable and considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, the Purchaser accepts such Shares for payment pursuant to the Offer. Upon such acceptance for payment, all prior powers of attorney, proxies and consents given by such shareholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). The designees of the Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights in respect of any annual, special, adjourned or postponed meeting of the Company's shareholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. The Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other securities or rights, including voting at any meeting of shareholders.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties. The Purchaser reserves the absolute right to reject any or all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of the Purchaser's counsel, be unlawful. The Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular shareholder whether or

not similar defects or irregularities are waived in the case of other shareholders. No tender of Shares will be deemed to have been validly made until all defects or irregularities relating thereto have been cured or waived. None of the Purchaser, the Parent, the Depositary, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding on all parties.

Backup Withholding. In order to avoid "backup withholding" of federal income tax on payments of cash pursuant to the Offer, a shareholder surrendering Shares in the Offer must, unless an exemption applies, provide the Depositary with such shareholder's correct taxpayer identification number ("TIN") on a Substitute Form W-9 and certify under penalties of perjury that such TIN is correct and that such shareholder is not subject to backup withholding. If a shareholder does not provide such shareholder's correct TIN or fails to provide the certifications described above, the Internal Revenue Service (the "IRS") may impose a penalty on such shareholder and the payment of cash to such shareholder pursuant to the Offer may be subject to backup withholding of 31% of the amount of such payment. All shareholders surrendering Shares pursuant to the Offer should complete and sign the main signature form and the Substitute Form W-9 included as part of the Letter of Transmittal to provide the information and certification necessary to avoid backup withholding (unless an applicable exemption exists and is proved in a manner satisfactory to the Purchaser and the Depositary). Noncorporate foreign shareholders should complete and sign the main signature form and a Form W-8, Certificate of Foreign Status, a copy of which may be obtained from the Depositary, in order to avoid backup withholding. See Instruction 9 to the Letter of Transmittal.

SECTION 3. WITHDRAWAL RIGHTS

Except as otherwise provided in this Section 3, tenders of Shares pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth below at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Purchaser pursuant to the Offer, may also be withdrawn at any time after October 16, 1997.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of this Offer to Purchase and must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If Share Certificates have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been delivered pursuant to the procedure for book-entry transfer as set forth in Section 2, any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares and otherwise comply with such Book-Entry Transfer Facility's procedures.

Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the procedures described in Section 2 at any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties. None of the Purchaser, the Parent, the Depositary, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

SECTION 4. ACCEPTANCE FOR PAYMENT AND PAYMENT

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Purchaser will accept for payment and will pay for all Shares validly tendered promptly after the Expiration Date. All questions as to the satisfaction of such terms and conditions will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties. See Sections 1 and 14. The Purchaser expressly reserves the right, in its sole discretion, to delay acceptance for payment of or payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act. See Section 15. Any such delays will be effected in compliance with Rule 14e-l(c) under the Exchange Act (relating to a bidder's obligation to pay for or return tendered securities promptly after the termination or withdrawal of such bidder's offer).

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) Share Certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (b) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and (c) any other documents required by the Letter of Transmittal. The per Share consideration paid to any shareholder pursuant to the Offer will be the highest per Share consideration paid to any other shareholder of the same class pursuant to the Offer.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered to the Purchaser as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance for payment of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for validly tendering shareholders for the purpose of receiving payment from the Purchaser and transmitting payment to tendering shareholders. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY THE PURCHASER, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT. Upon the deposit of funds with the Depositary for the purpose of making payments to tendering shareholders, the Purchaser's obligation to make such payment shall be satisfied and tendering shareholders must thereafter look solely to the Depositary for payment of amounts owed to them by reason of the acceptance for payment of Shares pursuant to the Offer. The Purchaser will pay any stock transfer taxes with respect to the transfer and sale to it or its order pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal, as well as any charges and expenses of the Depositary and the Information Agent.

If the Purchaser is delayed in its acceptance for payment of or payment for Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer (but subject to compliance with Rule 14e-1(c) under the Exchange Act), the Depositary may, nevertheless, on behalf of the Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent tendering shareholders are entitled to exercise, and duly exercise, withdrawal rights as described in Section 3.

If any tendered Shares are not purchased pursuant to the Offer for any reason, Share Certificates for any such unpurchased Shares will be returned, without expense to the tendering shareholder (or, in the case of Shares delivered by book-entry transfer of such Shares into the Depositary's account at a Book-Entry Transfer Facility pursuant to the procedure set forth in Section 2, such Shares will be credited to an account maintained at the appropriate Book-Entry Transfer Facility), as promptly as practicable after the expiration, termination or withdrawal of the Offer.

The Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to the Parent, or to one or more direct or indirect wholly owned subsidiaries of the Parent, the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Offer and will in no way prejudice the rights of tendering shareholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

SECTION 5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The receipt of cash pursuant to the Offer or the Merger will be a taxable transaction for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and may also be a taxable transaction under applicable state, local or foreign income or other tax laws. Generally, for federal income tax purposes, a tendering shareholder will recognize gain or loss equal to the difference between the amount of cash received by the shareholder pursuant to the Offer or the Merger and the aggregate tax basis in the Shares tendered by the shareholder and purchased pursuant to the Offer or converted in the Merger, as the case may be. Gain or loss will be calculated separately for each block of Shares tendered and purchased pursuant to the Offer or converted in the Merger, as the case may be.

If Shares are held by a shareholder as capital assets, gain or loss recognized by the shareholder will be capital gain or loss, which will be long-term capital gain or loss if the shareholder's holding period for the Shares exceeds one year. In addition, any gain on the sale of Shares by an individual may be taxed at the maximum rate of 20%, if, as of the date of sale, the Shares were held by such individual for more than 18 months.

THE FOREGOING DISCUSSION IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE WITH RESPECT TO SHARES RECEIVED AS COMPENSATION OR WITH RESPECT TO HOLDERS OF SHARES WHO ARE SUBJECT TO SPECIAL TAX TREATMENT UNDER THE CODE, SUCH AS NON-U.S. PERSONS, LIFE INSURANCE COMPANIES, TAX-EXEMPT ORGANIZATIONS AND FINANCIAL INSTITUTIONS, AND MAY NOT APPLY TO A HOLDER OF SHARES IN LIGHT OF INDIVIDUAL CIRCUMSTANCES. SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM (INCLUDING THE APPLICATION AND EFFECT OF ANY STATE, LOCAL OR FOREIGN INCOME AND OTHER TAX LAWS) OF THE OFFER AND THE MERGER.

SECTION 6. PRICE RANGE OF SHARES; DIVIDENDS ON THE SHARES

The Shares are listed on the NYSE under the symbol ISO. The following table sets forth the high and low closing sales prices per Share as reported on the NYSE Composite tape, together with the per Share dividends paid by the Company as reported in publicly available sources.

	HIGH	LOW	DIVIDENDS
1995: First quarter	$17.50	$12.88	$0.00
Second quarter	15.75	13.50	0.00
Third quarter	14.88	12.75	0.00
Fourth quarter	15.38	13.13	0.00
1996: First quarter	$16.13	$14.00	$0.00
Second quarter	16.00	13.88	0.00
Third quarter	15.13	13.38	0.00
Fourth quarter	14.63	12.63	0.00
1997: First quarter	$14.63	$12.13	$0.00
Second quarter	17.20	12.50	0.00

On August 11, 1997, the last full trading day prior to the public announcement of the execution of the Merger Agreement and the Purchaser's intention to commence the Offer, the closing sale price for the Shares was $19.38 per Share. On August 15, 1997, the last full trading day before commencement of the Offer, the closing sale price for the Shares was $20.25 per Share. SHAREHOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES.

SECTION 7. EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES; EXCHANGE ACT REGISTRATION; MARGIN REGULATIONS

Market for the Shares. The purchase of Shares pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining Shares held by the public.

Depending on the number of Shares purchased in the Offer, the Shares may no longer meet the requirements of the NYSE for continued listing. According to the NYSE's published guidelines, the NYSE would consider delisting the Shares if, among other things, (i) the number of persons holding of record or in street name of at least 100 shares should fall below 1,200, (ii) the number of publicly held Shares (exclusive of holdings of officers, directors, members of their immediate families and other concentrated holdings of 10% or more) should fall below 600,000, or (iii) the aggregate market value of publicly held Shares should fall below $5,000,000. According to the Company's Annual Report on Form 10-K for the year ended December 31, 1996 (the "Company 10-K") there were approximately 476 holders of record of Shares as of December 31, 1996. If the NYSE were to delist the Shares, it is possible that the Shares would trade on another securities exchange or in the over-the-counter market and that price quotations for the Shares would be reported by such exchange or through NASDAQ or other sources. The extent of the public market for the Shares and availability of such quotations would, however, depend upon such factors as the number of holders, the aggregate market value of the publicly held Shares at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration of the Shares under the Exchange Act and other factors.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Registration of the Shares under the Exchange Act may be terminated upon application of the Company to the Commission if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its shareholders and to the Commission and would make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with shareholders' meetings and the related requirement of furnishing an annual report to shareholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 or 144A promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. The Purchaser intends to seek to cause the Company to apply for termination of registration of the Shares under the Exchange Act as soon after the completion of the Offer as the requirements for such termination are met.

If registration of the Shares is not terminated prior to the Merger, then the Shares will be delisted from all stock exchanges and the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding listing and market quotations, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and therefore could no longer be used as collateral for loans made by brokers.

SECTION 8. CERTAIN INFORMATION CONCERNING THE COMPANY

The Company is a Delaware corporation with its principal offices at 11 Apollo Drive, Whippany, New Jersey 07981. The Company's principal line of business is providing contract sterilization services to manufacturers of pre-packaged products, such as healthcare and certain consumer products.

The Company has a network of eleven gamma facilities, five ethylene oxide facilities (four of which are combined gamma/ethylene oxide facilities), and one electron beam facility in the United States, Canada and Puerto Rico.

Although gamma radiation is the preferred method of sterilization of healthcare and certain consumer products, there is a continuing demand for contract ethylene oxide sterilization of those products which cannot tolerate exposure to radiation. In recognition of a market opportunity for technologically advanced ethylene oxide sterilization services, the Company commenced the development of an ethylene oxide sterilization program in 1988 and by February 1990 had two state-of-the-art ethylene oxide sterilization facilities operational. In January 1993, another ethylene oxide facility commenced operations at the Company's gamma radiation facility in Northborough, Massachusetts. In December 1995, the Company purchased an existing ethylene oxide sterilization facility in Temecula, California, from an unrelated party. The addition of an ethylene oxide sterilization program has enabled the Company to offer many customers a single source for most or all of their sterilization requirements. The Company believes that its ethylene oxide technology offers technical, environmental and worker safety advantages which are currently unavailable at many existing ethylene oxide sterilization facilities in the United States.

On May 29, 1997, the Company announced that the State of Hawaii had made a commitment to spend $2 million to support a new gamma irradiation facility to be built by the Company for the purpose of sterilizing exotic fruit to be exported by the State.

Set forth below is certain selected consolidated financial information with respect to the Company and its subsidiaries excerpted from the information contained in the Company 10-K and the Company 10-Q. More comprehensive financial information is included in the Company 10-K, the Company 10-Q and other documents filed by the Company with the Commission, and the following summary is qualified in its entirety by reference to such information. The Company 10-K, the Company 10-Q and such other documents should be available for inspection and copies thereof should be obtainable in the manner set forth below under "Available Information."

ISOMEDIX INC.

SELECTED FINANCIAL INFORMATION
(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)

	SIX MONTHS ENDED JUNE 30,		FISCAL YEAR ENDED DECEMBER 31,		
	1997	1996	1996	1995	1994
INCOME STATEMENT DATA:					
Sales	$25,588	$22,355	$45,233	$42,122	$43,065
Income before extraordinary items	4,237	3,259	4,318	7,300	8,817
Net income	4,237	3,259	4,318	7,300	8,817
BALANCE SHEET DATA (AT END OF PERIOD):					
Working capital	15,707	28,068	27,225	27,945	23,844
Total assets	113,703	113,669	115,620	112,024	106,590
Total assets less deferred research and development charges and excess cost of assets acquired over book value	113,703	112,957	115,620	111,298	105,836
Long-term debt	7,900	8,500	8,000	8,600	9,100
Shareholders' equity	92,893	93,506	94,360	92,173	85,740
PER SHARE:					
Income per common share before extraordinary items	0.63	0.45	0.60	1.01	1.20
Net income per common share (and common share equivalent)	0.63	0.45	0.60	1.01	1.20
Net income per share on fully diluted basis	0.63	0.45	0.60	1.01	1.20

Available Information. The Company is subject to the informational requirements of the Exchange Act and, in accordance therewith, is required to file reports relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, stock options and other matters, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company is required to be disclosed in proxy statements distributed to the Company's shareholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection at the public reference facilities of the Commission at 450 Fifth Street, N.W., Washington, DC 20549, and at the regional offices of the Commission located at Seven World Trade Center, 13th Floor, New York, NY 10048 and Citicorp Center, 500 West Madison Street (Suite 1400), Chicago, IL 60661. Copies of such information should be obtainable, by mail, upon payment of the Commission's customary charges, by writing to the Commission's principal office at 450 Fifth Street, N.W., Washington, DC 20549. Such material should also be available for inspection at the offices of NYSE, 20 Broad Street, New York, New York 10005. Such material should also be available on-line through EDGAR.

Company Information. The information concerning the Company contained in this Offer to Purchase has been supplied by the Company for inclusion herein or has been taken from or based upon publicly available documents on file with the Commission and other publicly available information. Although the Parent and the Purchaser do not have any knowledge that any such information is untrue, neither the Purchaser nor the Parent takes any responsibility for the accuracy or completeness of such information or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of any such information.

SECTION 9. CERTAIN INFORMATION CONCERNING THE PARENT AND THE PURCHASER

The Purchaser is a newly incorporated Delaware corporation and a wholly owned subsidiary of the Parent which to date has not conducted any business other than in connection with the Offer and the Merger. The Parent is an Ohio corporation. The principal executive offices of the Parent and the Purchaser are located at 5960 Heisley Road, Mentor, Ohio 44060.

Description of Business. The Parent develops, manufactures, markets, and services infection prevention, contamination prevention, and surgical support systems, products and technologies for healthcare, scientific, research, and industrial Customers throughout the world. The Parent is focused on helping Customers address today's trends in the healthcare and scientific industries. The healthcare industry is changing rapidly due to the explosive growth of minimally invasive surgical and diagnostic procedures; heightened public and professional awareness and concern for the increasing number of transmittable and antibiotic-resistant infectious diseases; the shifting of patient care from acute care hospital settings to alternative care facilities; and the overall need to reduce the cost of healthcare delivery. These trends have expanded the demand for rapid, safe, and efficient infection prevention systems for critical tasks such as the sterile processing of devices and the handling, decontamination, destruction, and disposal of potentially infectious biohazardous waste. In the scientific industry, the market is expanding as pharmaceutical, biotech, and other FDA-regulated manufacturers are under increasing pressure to adhere to stricter guidelines for the validation and control of their antimicrobial processes, as well as the trend towards global standardization of protocols.

The Parent has approximately 4,000 Associates (employees) worldwide, including 1,200 direct sales, service, and field support personnel. Customer Support facilities are located in major global market centers with manufacturing operations in the United States, Canada, Germany, and Finland.

Principal Products and Services. Through a consistent strategic plan, a focused research and development effort, and several business acquisitions, the Parent has emerged as a market leader in low temperature sterilization, high temperature sterilization, washing and decontamination systems, surgical tables, surgical lights, and consumables. The Parent has expanded from its original narrow product line to become a multi-faceted global organization that serves healthcare, scientific, research, and industrial markets.

INFECTION PREVENTION. Infection Prevention products are used by Customers to significantly reduce or eliminate microbial contamination of surfaces with which human contact might occur. The Parent provides complete infection prevention material processing systems, including products used for cleaning, decontaminating, disinfecting, sterilizing, drying, and aerating medical instruments, devices, chemicals, and packaging. The Parent's infection prevention systems support cost containment, productivity increases, and risk reduction in a wide variety of healthcare, scientific, industrial, and research settings through process standardization, automatic monitoring and documentation, processing site flexibility, and reduction in processing time.

SURGICAL SUPPORT. The Parent's Surgical Support product line includes general and specialty surgical tables, surgical and examination lights, operating room (OR) storage cabinets, fluid waste management systems, warming cabinets, scrub sinks, and other complementary products and accessories for hospital and non-hospital ORs. Surgical tables, lights, and stainless steel OR products are used in both hospital and non-hospital settings.

SCIENTIFIC AND INDUSTRIAL. Scientific and Industrial contamination prevention and control products and services are used in the pharmaceutical, biotechnology, medical device, research, and industrial markets worldwide. These products and services assist Customers in assuring sterility and other microbial reduction processes while meeting regulatory and validation requirements. The Parent provides complete contamination prevention systems including high temperature and low temperature sterilizers, high purity water systems and lyophilizers (freeze drying systems), high level disinfection and surface decontamination systems, and process monitoring products.

MANAGEMENT SERVICES. The Parent provides after-sale field service for a wide variety of clinical and scientific equipment. The Parent's service technicians focus on the management and servicing of sophisticated clinical equipment, including surgical, laboratory, and diagnostic imaging equipment sold by third-party manufacturers.

Set forth below is a summary of certain consolidated financial information with respect to the Parent and its subsidiaries excerpted or derived from the information contained in the Parent's Annual Report on Form 10-K for the year ended March 31, 1997 (the "Parent 10-K"), and the Parent's Quarterly Reports on Form 10-Q for the quarters ended June 30, 1996 and 1997 (the "Parent 10-Qs"). More comprehensive financial information is included in the complete financial statements of the Parent contained in the Parent 10-K and the Parent 10-Qs on file with the Commission, and such financial statements are incorporated herein by reference.

STERIS CORPORATION

SELECTED FINANCIAL INFORMATION
(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)

	THREE MONTHS ENDED JUNE 30,		FISCAL YEAR ENDED MARCH 31,		
	1997	1996	1997	1996	1995
INCOME STATEMENT DATA:					
Net revenues	$155,134	$127,868	$587,852	$534,612	$545,752
Income (loss) from continuing operations	11,747	(71,595)	(30,606)	40,790	15,736
Net income (loss)	11,747	(71,595)	(30,606)	40,790	(37,577)
BALANCE SHEET DATA (AT END OF PERIOD):					
Working capital	148,822	122,839	141,354	231,996	177,470
Total assets	538,989	557,611	539,455	592,697	535,454
Total assets less excess cost of assets acquired over book value	433,419	505,678	433,877	511,170	448,828
Long-term debt	35,854	2,499	35,879	102,631	103,585
Shareholders' equity	306,000	237,384	294,716	304,059	237,809
PER SHARE:					
Income (loss) per common share from continuing operations	0.34	(2.16)	(0.91)	1.17	0.47
Income (loss) per common share (and common share equivalent)	0.34	(2.16)	(0.91)	1.17	(1.12)
Net income (loss) per share on fully diluted basis	0.34	(2.16)	(0.91)	1.17	(1.12)

Available Information. The Parent is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports relating to its business, financial condition and other matters. Information, as of particular dates, concerning the Parent's directors and officers, their remuneration, stock options and other matters, the principal holders of the Parent's securities and any material interest of such persons in transactions with the Parent is required to be disclosed in proxy statements distributed to the Parent's shareholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection at the Commission, and copies thereof should be obtainable from the Commission in the same manner as is set forth with respect to the Company in Section 8. Such material should also be available on-line through EDGAR.

Beneficial Ownership of Company Securities, Contacts with the Company, etc. Except as set forth in this Offer to Purchase, neither the Purchaser, the Parent, nor, to the best knowledge of the Purchaser or the Parent, any of the persons listed in Schedule I hereto, or any associate or majority owned subsidiary of such persons, beneficially owns any equity security of the Company, and neither the Purchaser, the Parent, nor, to the best knowledge of the Purchaser or the Parent, any of the persons listed in Schedule I hereto, any associate or majority owned subsidiary of such persons, or any of their respective directors, executive officers or subsidiaries, has effected any transaction in any equity security of the Company during the past 60 days.

Except as set forth in this Offer to Purchase, neither the Purchaser, the Parent, nor, to the best knowledge of the Purchaser or the Parent, any of the persons listed in Schedule I hereto, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, without limitation, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies. Except as set forth in this Offer to Purchase, neither the Purchaser, the Parent, nor, to the best knowledge of the Purchaser or the Parent, any of the persons listed in Schedule I hereto, has had any transactions with the Company or any of its executive officers, directors or affiliates that would require reporting under the rules of the Commission.

Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between the Purchaser, the Parent, or, to the best knowledge of the Purchaser or the Parent, any of the persons listed in Schedule I hereto or any subsidiary of such persons, on the one hand, and the Company or its executive officers, directors or affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, election of directors, or a sale or other transfer of a material amount of assets that would require reporting under the rules of the Commission.

SECTION 10. SOURCE AND AMOUNT OF FUNDS

The total amount of funds required by the Purchaser to purchase all of the Shares pursuant to the Offer and to pay fees and expenses related to the Offer and the Merger is estimated to be approximately $144 million. The Purchaser plans to obtain all funds needed for the Offer and the Merger through a capital contribution from the Parent.

Parent plans to obtain funds for such capital contribution through its existing Credit Agreement, dated May 13, 1996, as amended, among Parent, various financial institutions and KeyBank National Association, as Agent (the "Credit Facility"). The Credit Facility provides for revolving credit of up to $215 million for general corporate purposes through September 30, 2001. At present, there is $35 million of outstanding indebtedness under the Credit Facility. Loans under the Credit Facility bear interest, at STERIS's option, at either KeyBank National Association's prime rate or LIBOR rates plus 0.25 percent to 0.35 percent. The Credit Facility contains customary covenants which include maintenance of certain financial ratios. The various financial institutions providing the Credit Facility are Bank One, Columbus, National Association, NBD Bank, PNC Bank, National Association, and ABN AMRO Bank N.V., Pittsburgh Branch.

Although no definitive plan or arrangement for repayment of borrowings under the Credit Facility has been made, Parent anticipates such borrowings will be repaid with internally generated funds (including, if the Merger is accomplished, those of the Company) and from other sources which may include the proceeds of future refinancings. No decision has been made concerning the method Parent will use to repay the borrowings under the Credit Facility. Such decision will be made based on Parent's review from time to time of the advisability of particular actions, as well as prevailing interest rates, financial and other economic conditions and such other factors as Parent may deem appropriate.

SECTION 11. BACKGROUND OF THE OFFER

In May 1995, the Parent was contacted by the Company to determine if the Parent might be interested in discussing a merger.

In June 1995, Mr. Sanford and Mr. John Masefield, Chairman of the Board of the Company, and other representatives of both companies met in Mentor, Ohio, and Whippany, New Jersey, to discuss the merits of a transaction between the Parent and the Company. The Parent and the Company entered into a Mutual Disclosure Agreement providing for the sharing of non-public information about the Parent and the Company on a confidential basis. The Company proposed a possible combination of the companies and a time-table for negotiations.

On July 5, 1995, Mr. Sanford wrote a letter to Mr. Masefield acknowledging the time-table that had been proposed by the Company. The letter stated that a business combination between the Parent and the Company had strategic merit. The letter further stated that, although the Company was an attractive merger candidate warranting a purchase price in excess of the market price of the Shares (the closing price per Share on July 3, 1995 was $13.63), the Parent was not contemplating a transaction at the valuation levels that the Company had shared with the Parent to date. A preliminary information request list was enclosed with the letter.

The possibility of an acquisition of the Company by the Parent was reported to the Parent's Board of Directors at a meeting held on July 26, 1995. On July 27, 1995, the Company reported its second quarter results that showed decreases in net sales, operating income, and net income.

On August 16, 1995, a meeting of representatives of the Parent and the Company was held in Mentor, Ohio, to continue negotiations regarding a combination of the Parent and the Company.

In a discussion by telephone on September 18, 1995, Mr. Masefield advised Mr. Sanford that the Company was no longer interested in discussing a possible transaction with the Parent. Due diligence and negotiations then ceased.

In April 1997, Mr. Masefield and Mr. Sanford had telephone conversations during which they agreed to have further discussions regarding a possible transaction between the Parent and the Company.

Discussions between Mr. Masefield and Mr. Sanford continued during April 1997, including a meeting in Teterboro, New Jersey, on April 15, 1997. During a telephone conference of the Company's directors on April 22, 1997, Mr. Masefield discussed the Parent's interest in a possible transaction with the Company and the directors expressed their view that Mr. Masefield should continue discussions with Mr. Sanford. Mr. Sanford reviewed the possible transaction with the Parent's Board of Directors on April 24, 1997. Further discussions between representatives of the Company and the Parent ensued, leading to a letter sent by Mr. Sanford to Mr. Masefield on May 7, 1997. The letter provided the Company's Board of Directors with an overview of the Parent, outlined how the Company and the Parent would fit together operationally, and presented the Company with a proposal to acquire the Company through a cash tender offer at $17.00 per Share. The proposal was subject to completion of due diligence, negotiation of definitive documentation, and approval of the transaction by the Parent's Board of Directors. The letter requested a response by May 9, 1997.

On May 9, 1997, Mr. Masefield telephoned Mr. Sanford and advised him that the Company was not yet in a position to respond to Mr. Sanford's May 7 letter. Following discussions with each of the Company's directors over the next several days, Mr. Masefield informed Mr. Sanford that the proposed purchase price was not acceptable to the Company.

A meeting of the Company's Board of Directors was held on May 20, 1997 at the Company's executive offices in Whippany, New Jersey. Representatives of Donaldson, Lufkin & Jenrette Securities Corporation ("DLJ"), the Company's financial advisor, were present at the meeting. The Company's directors discussed the proposal set forth in Mr. Sanford's May 7 letter and the strategic benefits of a combination of the Company with the Parent. The representatives of DLJ expressed their view that, based on their analysis of certain information provided to DLJ by the Company and other information which was publicly available, the proposed $17.00 per Share purchase price did not fully value the Company and its prospects. Thereafter, the Board of Directors unanimously approved Mr. Masefield's rejection of the May 7 proposal.

On June 4, 1997, Mr. Sanford and Mr. Masefield met for dinner in New York City. They discussed developments in the Company's business.

On June 5, 1997, a meeting was held at the offices of DLJ in New York City. Representing the Company at the meeting were Mr. Masefield, Mr. Thomas J. DeAngelo, Vice President-Finance and Administration and Chief Financial Officer of the Company, Mr. Thomas M. Haythe, a director of the Company and partner of Haythe & Curley, legal counsel for the Company, and representatives of DLJ. Representing the Parent were Mr. Sanford, Mr. David C. Dvorak, Vice President, General Counsel, and Secretary of the Parent, a representative of Smith Barney Inc., financial advisor to the Parent, and outside legal counsel for the Parent. At that meeting, Mr. Masefield and representatives of DLJ described developments in the Company's business and prospects, including improved results from operations, the prospects for a new electron beam facility, and the sterilization of fruit and red meat, and urged the Parent to increase the amount of the proposed purchase price it was willing to pay. The terms of a new confidentiality agreement were also discussed.

On June 6, 1997, the Parent and the Company entered into a new confidentiality agreement, which included agreements by the Parent not to acquire any Shares for one year and not to solicit key employees of the Company for 18 months. On June 9 and 10, 1997, further discussions took place by telephone among Mr. Sanford, Mr. Masefield, and financial advisors to the Parent and the Company regarding the assumptions underlying the purchase price proposed by the Parent.

On June 12, 1997, Mr. Sanford sent another letter to Mr. Masefield. This letter increased the purchase price proposed by the Parent from $17.00 per Share to a range of $18.00 to $19.00 per Share. The letter also stated that achieving the Company's growth expectations would require "substantial capital expenditures, as well as the hiring of additional management personnel" and that the Company had not made adequate provision for these capital expenditures and additional personnel. The letter stated further that, "STERIS is willing to proceed with an acquisition because it has the capital and management capability needed to carry your business forward." The letter asked for a response by June 17, 1997.

On June 17, 1997, Mr. Masefield sent a letter to Mr. Sanford stating that the purchase price proposed by the Parent did not "take into account [the Company's] positive financial performance, or recent achievements in expanding [its] market opportunities." In the letter, Mr. Masefield expressed a willingness to proceed expeditiously with a transaction if the Parent was willing to "reconsider its position".

In discussions between Mr. Masefield and Mr. Sanford by telephone on June 26, July 1, and July 3, 1997, Mr. Masefield suggested that a meeting be scheduled to discuss the Company's recent financial performance and market opportunities and urged the Parent to go forward with its due diligence.

On July 11, 1997, Messrs. Masefield and DeAngelo, Michael C. Nahl, a director of the Company, Mr. Daniel T. Sheehan, Vice President of Business Development of the Parent, and representatives of DLJ met at the offices of DLJ in New York City. At that meeting, the participants further reviewed the Company's historical and projected results of operations.

On July 17, 1997, a meeting was held at the offices of DLJ in New York City. Representing the Parent were Messrs. Dvorak and Sheehan. A DLJ representative attended the meeting on behalf of the Company. Messrs. Dvorak and Sheehan reiterated the interest of the Parent in pursuing a transaction as outlined in the June 12 letter from Mr. Sanford to Mr. Masefield. The DLJ representative emphasized that recent performance and future prospects of the Company justified a Company valuation in excess of the range proposed in the June 12 letter.

On July 22, 1997, the directors of the Company, other than Mr. Campbell, met at the offices of Haythe & Curley in New York City to discuss the status of the discussions with the Parent. The directors discussed a suggested purchase price in the range of $20 to $21 per Share. The directors present then expressed their approval of continuing negotiations with the Parent.

On July 28, 1997, Mr. Sanford and Mr. Masefield met in New Jersey and tentatively agreed upon a purchase price of $20.50, subject to approval by the respective Boards of Directors of the Company and the Parent, and to the completion of due diligence and agreement upon the terms of a definitive Merger Agreement. The Parent conducted financial and legal due diligence at the Company's offices in Whippany, New Jersey, at Haythe & Curley's offices in New York City, and at eight of the Company's operating facilities.

Negotiations of the Merger Agreement commenced on August 6, 1997. Throughout the negotiations, representatives of the Parent reiterated that the Parent was not willing to participate in an auction of the Company and insisted that, as a condition to entering into the Merger Agreement, the Company grant to the Parent a "lock-up" option and agree to the payment of a termination fee if certain events were to occur. After extensive negotiations, the Company agreed to a $5,000,000 termination fee, but refused to grant the "lock-up" option. See Section 13.

The terms of the transaction and form of the Merger Agreement were approved by the Board of Directors of the Parent on August 11, 1997.

On the morning of August 12, 1997, the Board of Directors of the Company held a special meeting at the executive offices of the Company in Whippany, New Jersey, with all directors present. Representatives of DLJ also were present. The directors were advised by Mr. Masefield that all of the open issues on the Merger Agreement had been resolved to the satisfaction of the Company that morning. The Board of Directors

reviewed the terms of the Merger Agreement with counsel to the Company. Mr. Haythe advised the directors of their fiduciary duties in connection with their consideration of the Merger Agreement, the Offer and the Merger. After presenting their financial analyses of the fairness of the consideration to be received in the Offer and the Merger, DLJ delivered its written opinion that, as of the date of such opinion, the consideration of $20.50 per Share net in cash to be received by the holders of Shares in the Offer and the Merger is fair to such holders from a financial point of view. The Board of Directors then discussed the merits of the proposed Offer and Merger. Following such discussion, the Board of Directors unanimously approved the Merger Agreement, determined that the Offer and the Merger are fair to, and in the best interests of, the shareholders of the Company, and resolved unanimously to recommend that the shareholders of the Company tender their Shares to the Purchaser pursuant to the Offer. The definitive Merger Agreement was executed and delivered on August 12, 1997, following approval by the Company's Board of Directors.

SECTION 12. PURPOSE OF THE OFFER; PLANS FOR THE COMPANY

Purpose. The purpose of the Offer and the Merger is to enable the Parent to acquire control of, and the entire equity interest in, the Company. The Offer, as the first step in the acquisition of the Company, is intended to facilitate the acquisition of all the Shares. The purpose of the Merger is to acquire all Shares not purchased pursuant to the Offer or otherwise. Pursuant to the Merger, each then outstanding Share (other than Shares owned by the Parent or any of its subsidiaries) will be converted into the right to receive an amount in cash equal to the price per Share paid by the Purchaser pursuant to the Offer. Although it is the Purchaser's intention to consummate the Merger as promptly as practicable, there can be no assurance that the Merger will be consummated or, if consummated, of the timing thereof. In addition to approval by the Company's Board of Directors, which occurred on August 12, 1997, consummation of the Merger will require the affirmative vote of the holders of a majority of the Shares. Alternatively, if the Purchaser purchases 90% or more of the Shares, the Merger could be consummated without the approval of the shareholders through a "short form" merger (described below in Section 13).

Plans for the Company. In connection with the Offer and the Merger, the Parent and the Purchaser have reviewed, and will continue to analyze, on the basis of available information, various possible business strategies that they might pursue in the event that the Purchaser acquires the Company pursuant to this Offer and the Merger.

At present, the Parent has no plans to close any of the Company's facilities or substantially to reduce the workforce at any of those facilities. The Parent expects to provide employee benefits to employees of the Company that are comparable to those provided by the Parent to its own employees, except to the extent that different employee benefits are required under the terms of existing collective bargaining agreements. See Section 13. Following completion of the Merger, the Parent may also change the dividend policy of the Company in order to meet the cash requirements of the Parent and its subsidiaries, as well as those of the Company.

Except as described in this Offer to Purchase, the Parent and the Purchaser have no present plans or proposals that would result in an extraordinary corporate transaction, such as a merger, consolidation, reorganization, liquidation or sale or transfer of a material amount of assets, involving the Company or any of its subsidiaries, or any material changes in the Company's present capitalization, dividend policy, employee benefit plans, corporate structure or business or any material changes or reductions in the composition of its management or personnel. Except as so described, the Parent and the Purchaser have no present plans or proposals to establish, terminate, convert or amend employee benefit plans, close any plant or facility of the Company or any of its subsidiaries or affiliates, change or reduce the workforce of the Company or any of its subsidiaries or affiliates or make any other major changes in its business or policies of employment.

Employment Matters. The Parent, concurrently with the execution and delivery of the Merger Agreement, entered into an employment agreement with John Masefield, Chairman of the Board, President, and Chief Executive Officer of the Company, providing for his employment from the Effective Time through December 31, 1999, and thereafter for a consulting period ending not later than December 31, 2004. The terms of Mr. Masefield's employment agreement are described more fully in Section 13 below. Separately, in

a letter dated August 12, 1997 from the Parent to Thomas J. DeAngelo, Vice President -- Finance and Administration and Chief Financial Officer of the Company, the Parent stated that, upon completion of the Merger, Mr. DeAngelo would become President of the Company. Mr. DeAngelo would receive a base salary of $150,000 per annum and would participate in the Parent's Management Incentive Compensation Plan beginning on April 1, 1998, with an opportunity for a performance bonus in the amount of up to 50% of Mr. DeAngelo's base salary. Until that time, Mr. DeAngelo would be entitled to a guaranteed bonus for the calendar year 1997 equal to $64,350 and a guaranteed bonus for the calendar quarter ending on March 31, 1998 equal to $16,087.50. Mr. DeAngelo would also receive options to purchase 15,000 common shares of the Parent at an exercise price per share equal to the closing price for the Parent's common shares on the date of the Merger. The stock options would vest at a rate of 25% per year.

SECTION 13. THE MERGER

The Merger Agreement. The following is a summary of the Merger Agreement. The summary is qualified in its entirety by reference to the Merger Agreement, which has been filed as an exhibit to the Schedule 14D-1 and is incorporated herein by reference.

The Tender Offer. Pursuant to the terms of the Merger Agreement, the Purchaser has agreed to, and the Parent has agreed to cause the Purchaser to, offer to purchase each outstanding Share of the Company tendered pursuant to the Offer at a price of $20.50 per share, net to the seller in cash, and to cause the Offer to remain open until September 16, 1997. At the Company's request, the Purchaser will, and the Parent will cause the Purchaser to, extend the expiration date of the Offer from time to time for up to an aggregate of ten business days following the Expiration Date if the Minimum Condition is not fulfilled prior to 5:00 p.m. on the Expiration Date. The Parent has further agreed that, in the event that it would be entitled to terminate the Offer at any scheduled expiration thereof due to the failure of certain Offer Conditions, not including the Minimum Condition, to be satisfied or waived and it is reasonably likely that such failure can be cured on or before October 14, 1997, it will give the Company notice thereof and, at the request of the Company, extend the Offer until the earlier of (1) such time as such condition is or conditions are satisfied or waived and (2) the date chosen by the Company which shall not be later than the earlier of (x) October 14, 1997 or (y) the earliest date on which the Company reasonably believes such condition or conditions will be satisfied; provided that, if such condition or conditions are not satisfied by any date chosen by the Company pursuant to this clause (y), the Company may request further extensions of the Offer not beyond October 14, 1997. The Purchaser will not decrease the price payable in the Offer, change the form of consideration payable in the Offer, reduce the number of Shares subject to the Offer, change the Offer Conditions, impose additional conditions to its obligation to consummate the Offer and to accept for payment and purchase Shares tendered in the Offer, or change any other terms of the Offer in a manner adverse to the shareholders of the Company, except that the Purchaser may extend the Expiration Date to the extent required by applicable law or if the Offer Conditions are not satisfied.

The Company has agreed to include in its Tender Offer Solicitation/Recommendation Statement filed with the Commission on Schedule 14D-9 a recommendation by the Company's Board of Directors that the Company's shareholders accept the Offer and tender their Shares pursuant to the Offer. The Company's Board of Directors has resolved to recommend that the Company's shareholders accept the Offer and tender their Shares pursuant to the Offer and has received an opinion from DLJ that, as of the date of such opinion, the consideration to be received by the shareholders of the Company pursuant to the Offer and the Merger is fair to such shareholders from a financial point of view.

Board Designees. The Merger Agreement provides that promptly following the purchase by the Purchaser pursuant to the Offer of that number of Shares which, when aggregated with the Shares then owned by the Parent and any of its affiliates, represents at least a majority of the Shares then outstanding on a fully diluted basis, the Company will, if requested by the Purchaser or the Parent, take all actions necessary to cause persons designated by the Purchaser to become directors of the Company so that the total number of directors so designated equals the product, rounded up to the next whole number, of (i) the total number of directors of the Company multiplied by (ii) the ratio of the number of Shares

beneficially owned by the Purchaser or its affiliates at the time of such purchase over the number of Shares then outstanding. In furtherance thereof, the Company will take whatever action is necessary, including, but not limited to, amending the Company's bylaws to increase the size of its Board of Directors, or using reasonable efforts to secure the resignation of directors, or both, as is necessary to permit that number of the Purchaser's designees to be elected to the Company's Board of Directors; provided that, prior to the Effective Time (as defined below), the Company's Board of Directors will always have at least two members who are not officers, designees, shareholders, or affiliates of the Purchaser (the "Independent Directors"). All of the Independent Directors will be individuals who are currently directors of the Company, except to the extent that no such individuals wish to be directors. The Company's obligations to appoint designees to its Board of Directors will be subject to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. The Parent and the Purchaser will supply to the Company and will be solely responsible for any information with respect to either of them and their nominees, officers, directors, and affiliates required by Section 14(f) and Rule 14f-1. The Company will promptly take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill these obligations and (provided that the Purchaser shall have provided to the Company on a timely basis all information required to be included in the Information Statement with respect to the Purchaser's designees) will include in the Schedule 14D-9 such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1. Following the election or appointment of the Purchaser's designees, any amendment to the Merger Agreement, any termination of the Merger Agreement by the Company, any extension by the Company of the time for the performance of any of the obligations of the Purchaser or the Parent under the Merger Agreement, any recommendation to shareholders or any modification or withdrawal of any such recommendation, the retention of counsel and other advisors in connection with the transactions contemplated hereby, or any waiver of any of the Company's rights under the Merger Agreement will require the concurrence of a majority of the Independent Directors, unless no individuals who are currently directors of the Company wish to be directors.

The Merger. Pursuant to the terms of the Merger Agreement, the Purchaser will be merged with and into the Company in accordance with the Delaware General Corporate Law (the "DGCL"). As a result, the separate existence of the Purchaser will cease and the Company will be the surviving corporation (the "Surviving Corporation"). As soon as practicable after satisfaction or waiver of all conditions to the Merger set forth in the Merger Agreement, the parties will cause a certificate of merger to be duly filed with the Delaware Secretary of State. The Merger will become effective when the certificate of merger is so filed (the "Effective Time").

By virtue of the Merger, at the Effective Time: (i) each share of common stock of the Purchaser then issued and outstanding will be converted into one Share of the Surviving Corporation; and (ii) each Share then issued and outstanding, except for Shares held by the Company as treasury shares or owned by the Parent or any subsidiary of the Parent (which Shares will be immediately canceled and no payment will be made with respect thereto) will be converted into the right to receive, without interest, an amount in cash equal to the price per Share paid in the Offer (the "Merger Consideration"). Subject to the right of shareholders to dissent from the Merger and require appraisal of their Shares pursuant to the DGCL, from and after the Effective Time all Shares will be canceled and retired and cease to exist and each holder of a certificate representing any Shares immediately prior to the Effective Time will thereafter cease to have any rights with respect to such Shares, except the right to receive the Merger Consideration therefor.

Until amended in accordance with applicable law, the certificate of incorporation and bylaws of the Purchaser in effect immediately prior to the Effective Time will be the certificate of incorporation and bylaws of the Surviving Corporation after the consummation of the Merger. Until successors are duly elected or appointed and qualified in accordance with applicable law, from and after the Effective Time, the directors and officers of the Purchaser immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation after the consummation of the Merger.

Stock Options. At the Effective Time, each outstanding option or warrant (a "Company Option") to purchase Shares, whether or not exercisable, granted under any employee stock option plan, warrant plan for directors, or incentive plan of the Company will be canceled and converted into the right to receive, without interest, an amount in cash (the "Cash Payment") equal to the product of (i) the number of Shares subject to the Company Option and (ii) the excess of (a) the Merger Consideration over (b) the exercise price per share of the Company Option; provided that, with respect to any Person subject to Section 16 of the Exchange Act, any such amount shall be paid, without interest, as soon as practicable after the first date payment can be made without liability of such Person under Section 16(b) of the Exchange Act. Each holder of a Company Option, whether or not exercisable, shall have the right, exercisable at any time prior to the expiration of the Offer by written notice to the Company and the Parent, to elect to receive from the Company the Cash Payment, without interest, in exchange for cancellation of such Company Option effective upon the date the Cash Payment is made, provided that no such holder shall be entitled to receive the Cash Payment unless the Minimum Condition has been met and the Purchaser has purchased Shares pursuant to the Offer. All Cash Payments shall be made within two business days of the payment for Shares pursuant to the Offer.

Representations and Warranties of the Company. In the Merger Agreement, the Company has made customary representations and warranties to the Purchaser and the Parent, including, but not limited to, representations and warranties relating to the following: the organization and qualifications of the Company and its subsidiaries; the authority of the Company to enter into and perform its obligations under the Merger Agreement and carry out the related transactions; required consents and approvals; the capitalization of the Company and its subsidiaries; filings made by the Company with the Commission; the accuracy of the Company's consolidated financial statements; the absence of certain changes or developments since March 31, 1997; litigation; necessary permits; product warranties and liabilities; labor and employee benefit matters; taxes; FDA and nuclear regulatory matters; intellectual property rights; environmental matters; finders and investment bankers; insurance; indemnification; board approval and recommendation; shareholder approval; opinion of a financial advisor; state takeover statutes; documents supplied, filed or distributed by the Company relating to the Offer; and real and personal property.

Representations and Warranties of the Parent and the Purchaser. The Parent and the Purchaser have also made customary representations and warranties in the Merger Agreement, including, but not limited to, representations and warranties relating to the following: the organization of the Parent and the Purchaser; the authority of each of the Parent and the Purchaser to enter into and perform its obligations under the Merger Agreement and carry out the related transactions; required consents and approvals; filings made by the Parent with the Commission; the accuracy of the Parent's consolidated financial statements; litigation; shareholder approval; availability of sufficient funds to consummate the Offer; documents supplied, filed or distributed by the Parent or the Purchaser relating to the Offer; finders and investment bankers; board approval; prior activities of the Purchaser; and the absence of fraudulent conveyances.

Covenants of the Company. In the Merger Agreement, the Company has agreed that, except as contemplated or permitted by the Merger Agreement or specifically disclosed in the schedules thereto, or as otherwise approved in writing by the Parent, from the date of the Merger Agreement until the time that the designees of the Purchaser have been appointed to the Board of Directors of the Company, the Company will, and will cause its subsidiaries to, conduct their respective businesses in the ordinary course consistent with past practice. Throughout this same period of time (i) the Company will not adopt or approve any change or amendment in its certificate of incorporation or bylaws; (ii) the Company will not, and will not permit any of its subsidiaries to, merge, consolidate, or enter into a share exchange with any other individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or any agency or instrumentality thereof (a "Person"), sell, lease, license, mortgage, pledge or otherwise dispose of any material assets, except (a) in the ordinary course consistent with past practice or (b) transfers between the Company and/or its wholly owned subsidiaries; (iii) the Company will not declare, set aside, or pay any dividends or make any distributions in respect of

the Shares; (iv) the Company will not, and will not permit any of its subsidiaries to, (a) issue, deliver, sell, encumber, or authorize or propose the issuance, delivery, sale, or encumbrance of, any capital stock or other securities of the Company or any capital stock or other securities of its subsidiaries ("Company Subsidiary Securities"), other than pursuant to the Company's Rights Agreement, dated as of June 10, 1988 and subsequently amended (including pursuant to the Merger Agreement), between the Company and Midlantic National Bank, as Rights Agent (the "Company Rights Agreement"), and the issuance of Shares pursuant to the Company's employee stock purchase plan or upon the exercise of outstanding Company Options granted prior to the date hereof, (b) split, combine, or reclassify any Shares or Company Subsidiary Securities, (c) repurchase, redeem, or otherwise acquire any capital stock or other voting securities of the Company or any voting Company Subsidiary Securities, or (d) amend the terms of any outstanding voting securities; (v) the Company will not, without the prior written consent of the Parent, which consent shall not be unreasonably withheld or delayed, make any commitment or enter into any contract or agreement that is reasonably likely to be, individually or in the aggregate, material to the Company and its subsidiaries taken as a whole except in the ordinary course of business consistent with past practices; (vi) except to the extent required by law or by existing written agreements or plans disclosed in Company reports to the Commission or the Company disclosure schedule, neither the Company nor any of its subsidiaries will increase in any manner the compensation or fringe benefits of any of its directors or officers (other than increases in the ordinary course of business in the compensation or fringe benefits of any officers who are not executive officers), pay any pension or retirement allowance to any such director or officer, become a party to, amend, or commit itself to any pension, retirement, profit-sharing, welfare-benefit plan, or employment agreement with or for the benefit of any such director or officer, or grant any severance or termination pay or stay-in-place bonus to any such director or officer, or increase the benefits payable under any existing severance or termination pay or stay-in-place bonus policies; (vii) the Company will not, and will not permit any of its subsidiaries to, make any material tax election or settle or compromise any material federal, state, local or foreign tax liability; and (viii) the Company will not agree to do any of the foregoing.

In the Merger Agreement, the Company has further agreed that, from the date of the Merger Agreement until the Effective Time, it will not, and will use its best efforts to cause its subsidiaries and the officers, directors, employees, and agents of the Company and its subsidiaries not to, directly or indirectly, (i) take any action to solicit, to initiate, or knowingly to encourage any good faith offer or proposal for (x) a merger or other business combination involving the Company or any of its subsidiaries and any Person (other than the Parent, the Purchaser, or any subsidiary of either the Parent or the Purchaser), (y) an acquisition by any Person (other than the Parent, the Purchaser, or any subsidiary of either the Parent or the Purchaser) of assets or earning power of the Company or any of its subsidiaries, in one or more transactions, representing 25% or more of the consolidated assets or earning power of the Company and its subsidiaries, or (z) an acquisition by any Person (other than the Parent, the Purchaser, or any subsidiary of either the Parent or the Purchaser) of securities representing 20% or more of the voting power of the Company or any of its subsidiaries (any of the events in (x), (y) and (z) being a "Company Acquisition Proposal"), (ii) take any action knowingly to facilitate (including, without limitation, amending the Company Rights Agreement or redeeming the rights issued thereunder) any Company Acquisition Proposal; (iii) engage or participate in discussions or negotiations, or enter into agreements, with any Person with respect to a Company Acquisition Proposal, or (iv) in connection with a Company Acquisition Proposal, disclose any nonpublic information relating to the Company or any of its subsidiaries or afford access to the properties, books, or records of the Company or any of its subsidiaries to any Person, except that the Company may take action described in clause (ii), (iii), or (iv) if (A) such action is taken in connection with an unsolicited Company Acquisition Proposal, (B) the failure to take such action would not be consistent with the fiduciary duties of the Board of Directors under applicable law (as advised by legal counsel to the Company), and (C) in the case of the disclosure of nonpublic information relating to the Company or any of its subsidiaries in connection with a Company Acquisition Proposal, such information is covered by a confidentiality agreement that provides substantially the same protection to the Company as is afforded by the confidentiality agreement, dated June 6, 1997, between the Parent and the Company (the "Confidentiality Agree-

ment"). The Company will promptly notify the Parent orally and in writing of any Company Acquisition Proposal or any inquiries with respect thereto.

Neither the Board of Directors of the Company nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to the Parent, the approval or recommendation by such Board of Directors or such committee of the Offer, the Merger, or the Merger Agreement, (ii) approve or recommend, or propose publicly to approve or recommend, any Company Acquisition Proposal, or (iii) cause the Company to enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement (each, an "Acquisition Agreement") related to any Company Acquisition Proposal, except that, in any case set forth in clause (i), (ii), or (iii) above, prior to the acceptance for payment of Shares pursuant to the Offer, the Board of Directors of the Company may, in response to an unsolicited Company Acquisition Proposal, (A) withdraw or modify its approval or recommendation of the Offer, the Merger, or the Merger Agreement or (B) approve or recommend any such Company Acquisition Proposal if, in the case of any action described in clause (A) or (B), the failure to take such action would not be consistent with the fiduciary duties of the Board of Directors under applicable law (as advised by legal counsel to the Company) and, in the case of the actions described in clause (B), concurrently with such approval or recommendation the Company terminates the Merger Agreement and promptly thereafter enters into an Acquisition Agreement with respect to a Company Acquisition Proposal.

Merger Meeting; Proxy Statement. The Merger will be consummated as soon as practicable after the purchase of Shares pursuant to the Offer and in no event later than February 17, 1998. If Purchaser is able to do so under the DGCL, it will consummate the Merger pursuant to the "short form" merger provisions of the DGCL. The Parent will vote, or cause to be voted, all Shares beneficially owned by it in favor of the Merger. If required by the DGCL in order to consummate the Merger, as soon as practicable following the purchase of Shares pursuant to the Offer, the Company will take all action necessary in accordance with the DGCL and with the Company's certificate of incorporation and bylaws to convene a meeting of its shareholders to approve the Merger and adopt the Merger Agreement (the "Merger Meeting"). The Company's Board of Directors will recommend that the Company's shareholders approve the Merger and adopt the Merger Agreement, and will cause the Company to use all reasonable efforts to solicit from the shareholders proxies to vote therefor, unless (i) such recommendation would not be consistent with the fiduciary duties of the Board of Directors under applicable law (as advised by legal counsel to the Company) or (ii) the Merger Agreement is terminated in accordance with its terms. The Company will, if required by law for the consummation of the Merger, prepare and file with the Commission preliminary proxy materials relating to the approval of the Merger and the adoption of the Merger Agreement by the Company's shareholders, and will file with the Commission revised preliminary proxy materials, if appropriate, and definitive proxy materials in a timely manner as required by the rules and regulations of the Commission. Except as otherwise provided in clauses (i) and (ii) of this paragraph, the proxy materials relating to the Merger Meeting will include the recommendation of the Company's Board of Directors.

Covenants of the Parent and the Purchaser. The Merger Agreement provides that, from and after the Effective Time, the Parent and the Surviving Corporation will jointly and severally indemnify, defend, and hold harmless the present and former directors and officers of the Company and each of its subsidiaries against all losses, claims, damages, and liabilities and amounts paid in settlement in connection with any claim, action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative, to which any of them was or is a party or is threatened to be made a party by reason of the fact that he or she was or is a director or officer of the Company or any of its subsidiaries in respect of acts or omissions occurring at or prior to the Effective Time to the fullest extent that the Company or such subsidiary would have been permitted to indemnify such person under applicable law and the certificate of incorporation and bylaws of the Company or such subsidiary in effect on the date of the Merger Agreement. The Parent will use all reasonable efforts to, without any lapse in coverage, either (i) for at least six years after the Effective Time, provide directors' and officers' liability insurance ("D&O Insurance") in respect of acts or omissions occurring at or prior to the Effective Time covering

each such Person currently covered by the Company's D&O Insurance policy on terms with respect to coverage and amount no less favorable than those of such policy in effect on the date of the Merger Agreement; provided that the Parent will not be required to pay per annum more than 150% of the last premium (annualized) paid by the Company for such policy prior to the date of the Merger Agreement, (ii) purchase tail insurance in respect of the Company's existing D&O Insurance for six years for a premium not to exceed the amount of the customary premium for such tail insurance, or (iii) if such D&O Insurance or tail insurance is only available at premiums in excess of the premiums set forth in clauses (i) or (ii), as applicable, then purchase the highest level of D&O Insurance or tail insurance available at such applicable premium. The rights of such directors and officers of the Company under the foregoing provision of the Merger Agreement are in addition to any rights they may have under the certificate of incorporation and bylaws of the Surviving Corporation or any of its subsidiaries or under any indemnification agreements with the Company or any of its subsidiaries.

Employment Agreement with John Masefield. Concurrently with the execution and delivery of the Merger Agreement, the Parent and John Masefield, Chairman of the Board, President and Chief Executive Officer of the Company, entered into an employment agreement (the "Employment Agreement") providing for his employment from the Effective Time through December 31, 1999, and thereafter for a consulting period ending not later than December 31, 2004. During the employment period, Mr. Masefield will have overall direct executive responsibility for the Contract Sterilization Business (as that term is defined in the Employment Agreement), as well as any additional responsibilities assigned by the chief executive officer of the Parent. During the employment period, Mr. Masefield will receive a base salary of $260,000 per annum and will be entitled to participate in the Parent's management incentive compensation program with an annual target bonus opportunity of 75% of his base salary. Assuming the continuation of Mr. Masefield's employment through December 31, 1997, Mr. Masefield will be entitled to a guaranteed bonus for the calendar year 1997 equal to $175,000 and, assuming continuation through March 31, 1998, a guaranteed bonus for the calendar quarter ending on March 31, 1998 equal to $43,750. As of the Effective Time, Mr. Masefield will be granted options to purchase 100,000 shares of common stock of the Parent, which options will become exercisable as to 25,000 shares immediately and, as to the remaining 75,000 shares, on each anniversary of the Effective Time, in tranches of 25,000 shares per year. During the consulting period, the Parent will pay to Mr. Masefield a fee of $250,000 per annum. If Mr. Masefield's engagement is terminated (i) by the Parent without "cause," (ii) by Mr. Masefield for "good reason," (iii) by reason of Mr. Masefield's death, or (iv) by the Parent or Mr. Masefield on the grounds of "disability," Mr. Masefield will be entitled to receive an amount equal to all unpaid base salary and consulting fees and certain continued group life and health insurance coverage.

Employee Benefits. The Parent agrees in the Merger Agreement that, during the period commencing at the Effective Time and ending on the second anniversary thereof, the employees of the Company will be provided with benefits which, in the aggregate, are substantially comparable to those then provided by the Parent to other employees of the Parent or its subsidiaries in similar positions, except that, through December 31, 1997, the employees of the Company will participate in the Company's existing corporate incentive program instead of the Parent's management incentive program. The Parent will cause each employee benefit plan of the Parent in which employees of the Company are eligible to participate to take into account for purposes of eligibility and vesting thereunder the service of such employees with the Company as if such service were with the Parent, to the same extent that such service was credited under a comparable plan of the Company. The Parent will, and will cause the Surviving Corporation to, honor in accordance with their terms (i) all employee benefit obligations to current and former employees of the Company accrued and vested as of the Effective Time and (ii) to the extent set forth in the Company disclosure schedule, all employee severance plans in existence on the date of the Merger Agreement and all employment or severance agreements entered into prior to the date of the Merger Agreement.

Covenants of the Company, the Parent and the Purchaser. Subject to the terms and conditions of the Merger Agreement, the Company, the Parent and the Purchaser agree to use their reasonable best

efforts to take all actions and to do all things necessary or advisable under applicable laws and regulations to consummate the transactions contemplated by the Merger Agreement as promptly as practicable. If any "fair price," "moratorium," or other similar statute or regulation becomes applicable to the transactions contemplated by the Merger Agreement, each of the parties and, subject to applicable fiduciary duties, their respective Boards of Directors will use all reasonable efforts to grant such approvals and take such actions as are necessary so that the transactions contemplated by the Merger Agreement may be consummated as promptly as practicable on the terms contemplated thereby and otherwise act to minimize the effects of such statute or regulation on the transactions contemplated by the Merger Agreement.

Conditions to the Merger. The obligations of the Company, the Parent and the Purchaser to consummate the Merger are subject to the satisfaction of the following conditions: (i) if required by applicable law, the Merger has been approved, and the Merger Agreement has been adopted, by the requisite vote of the Company's shareholders; (ii) the Purchaser shall have purchased all validly tendered and not properly withdrawn Shares in accordance with the Offer; and (iii) no provision of any applicable domestic law or regulation and no judgment, injunction, order or decree of a court or governmental agency or authority of competent jurisdiction is in effect that has the effect of making the Offer or the Merger illegal or otherwise restrains or prohibits the purchase of Shares pursuant to the Offer or the consummation of the Merger. The obligations of the Parent and the Purchaser to consummate the Merger are subject to satisfaction or waiver of the Offer Conditions and to compliance by the Company with its obligation to cause persons designated by the Parent to become directors of the Company in accordance with the Merger Agreement.

Termination. The Merger Agreement may be terminated and the Offer and the Merger may be abandoned at any time prior to the Effective Time, notwithstanding any prior approval of the Merger and adoption of the Merger Agreement by the Company's shareholders, (i) by the mutual written consent of the Company, the Parent, and the Purchaser; (ii) by the Company if the Purchaser has not purchased Shares pursuant to the Offer by October 14, 1997, or by either the Company or the Parent if the Merger has not been consummated by February 17, 1998, provided that such right of termination will not be available to any party that, at the time of termination, is in material breach of any of its obligations under the Merger Agreement; (iii) by either the Company or the Parent if any applicable domestic law, rule, or regulation makes consummation of the Merger illegal or if any judgment, injunction, order, or decree of a court or governmental agency or authority of competent jurisdiction restrains or prohibits the consummation of the Offer or Merger and such judgment, injunction, order, or decree has become final and nonappealable; (iv) by either the Company or the Parent if the requisite vote of the Company's shareholders approving the Merger and adopting the Merger Agreement has not been obtained at the Merger Meeting; provided that the right to so terminate the Merger Agreement will not be available to the Parent if it has not voted, or caused to be voted, all Shares beneficially owned by it in favor of the Merger; (v) by either the Company or the Parent if the Offer terminates without the purchase of Shares thereunder; provided that the right to so terminate the Merger Agreement shall not be available to (i) the Parent, if the Purchaser shall have breached its obligations to conduct the tender offer in accordance with the terms of the Merger Agreement, or (ii) any party whose willful failure to perform any of its obligations under the Merger Agreement results in the failure of any of the Offer Conditions or if the failure of any such Offer Conditions results from facts or circumstances that constitute a material breach of the representations or warranties of such party under the Merger Agreement; (vi) prior to the purchase of Shares by the Purchaser pursuant to the Offer, by the Parent if (a) the Company violates its obligations under the terms of the Merger Agreement regarding Company Acquisition Proposals in any material respects and thereafter any Person publicly makes a Company Acquisition Proposal or (b) the Board of Directors of the Company does not publicly recommend in the Schedule 14D-9 that the Company's shareholders accept the Offer and tender their Shares pursuant to the Offer and approve the Merger and adopt the Merger Agreement, or if the Board of Directors of the Company withdraws, modifies, or changes such recommendation in any manner materially adverse to the Parent; or (vii) by the Company if the Company receives an unsolicited Company Acquisition Proposal that the Board of

Directors determines in good faith, after consultation with its legal and financial advisors, is likely to lead to a merger, acquisition, consolidation, or similar transaction that is more favorable to the shareholders of the Company than the transactions contemplated by the Merger Agreement; provided that the Company has given the Parent at least five business days notice of the material terms of such Company Acquisition Proposal and such termination shall not be effective until the Company has paid the Termination Fee (as defined below), if and to the extent required under the terms of the Merger Agreement.

In the event of any such termination of the Merger Agreement and abandonment of the Offer and the Merger, no party to the Merger Agreement (or any of its directors, officers, employees, agents, or advisors) will have any liability or further obligation to any other party to the Merger Agreement except (i) for obligations of the Company to pay, under circumstances described below, the Termination Fee and certain expenses of the Parent and the Purchaser, (ii) for obligations arising out of the applicability of the Confidentiality Agreement to information provided pursuant to the Merger Agreement, and (iii) for liability for any breach of covenants or agreements of the Merger Agreement.

Fees and Expenses. The Merger Agreement provides that, except as set forth below, all costs and expenses incurred in connection with the Merger Agreement will be paid by the party incurring the costs and expenses.

Pursuant to the Merger Agreement, if (i) the Merger Agreement is terminated by the Company because the Company receives an unsolicited Company Acquisition Proposal that the Board of Directors of the Company determines in good faith, after consultation with its legal and financial advisors, is likely to lead to a merger, acquisition, consolidation, or similar transaction that is more favorable to the shareholders of the Company than the Merger, (ii) any Person publicly makes a Company Acquisition Proposal and thereafter the Merger Agreement is terminated because an insufficient number of Shares are tendered in the Offer, or (iii) any Person publicly makes a Company Acquisition Proposal and thereafter the Merger Agreement is terminated, prior to the purchase of Shares by the Purchaser pursuant to the Offer, by the Parent because (a) the Company has violated its obligations under the terms of the Merger Agreement with respect to Company Acquisition Proposals in any material respects and a Company Acquisition Proposal was made by any Person after such violation or (b) the Board of Directors of the Company did not publicly recommend in the Schedule 14D-9 that the Company's shareholders accept the Offer and tender their Shares pursuant to the Offer and approve the Merger and adopt the Merger Agreement, or the Board of Directors of the Company withdrew, modified, or changed such recommendation in any manner materially adverse to the Parent, then the Company will reimburse the Parent and the Purchaser for all of the reasonable documented out-of-pocket expenses and fees actually incurred by the Parent and the Purchaser in connection with the transactions contemplated by the Merger Agreement prior to the termination of the Merger Agreement, including, without limitation, all reasonable fees and expenses of counsel, financial advisors, accountants, and environmental and other experts and consultants to the Parent and the Purchaser ("Transaction Costs"); except that the Company will not be required to reimburse the Parent or the Purchaser for Transaction Costs in excess of $600,000 in the aggregate.

If (x) the Merger Agreement is terminated by the Company as set forth in clause (i) of the immediately preceding paragraph, (y) any Person publicly makes a Company Acquisition Proposal, thereafter the Merger Agreement is terminated as set forth in clause (ii) of the immediately preceding paragraph, and within 12 months after termination the Company agrees to or consummates any Company Acquisition Proposal, or (z) any Person publicly makes a Company Acquisition Proposal and thereafter the Merger Agreement is terminated as set forth in clause (iii) of the immediately preceding paragraph, then, in addition to reimbursing the Parent and the Purchaser for their Transaction Costs, the Company has agreed to pay the Parent a fee of $5,000,000 (the "Termination Fee"). If the Parent is required to file suit to seek the Termination Fee, and it ultimately succeeds on the merits, it will be entitled to all expenses, including reasonable attorneys' fees, that it has incurred in enforcing its rights to collect the Termination Fee.

Waiver and Amendment. Subject to applicable law and the terms of the Merger Agreement, any provision of the Merger Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and duly executed and delivered, in the case of an amendment, by each of the parties to the Merger Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective.

Required Vote. In general, under Delaware law and the Company's certificate of incorporation, the Merger requires the approval of the Company's Board of Directors and the approval by the holders of a majority of all outstanding Shares.

Accordingly, if the Purchaser acquires more than a majority of the outstanding Shares pursuant to the Offer, the Purchaser would have the voting power to approve the Merger without the vote of any other shareholders and could effect the Merger by so voting and by action of the Board of Directors of the Purchaser, the Company's Board of Directors having already approved the Merger on August 12, 1997. This will be the case if the Minimum Condition is satisfied. In the Merger Agreement, the Purchaser has agreed to vote in favor of the Merger all of the Shares purchased in the Offer.

Further, Delaware law provides that, if a parent corporation owns 90% or more of each class of outstanding shares of a subsidiary, the parent corporation may merge the subsidiary into itself, or merge itself into the subsidiary, by action of the board of directors of the parent corporation and without action or vote by the shareholders of either corporation. Accordingly, if the Purchaser owns 90% or more of the outstanding Shares after consummation of the Offer, a "short form" merger could be effected by action of the Purchaser's Board of Directors and without the approval of the Company's shareholders.

Dividends and Distributions. The Company has agreed that, from the date of the Merger Agreement until the time that the designees of the Purchaser have been appointed to the Board of Directors of the Company, the Company will not declare, set aside, or pay any dividends or make any distributions on the Shares.

Appraisal Rights. Shareholders do not have appraisal rights as a result of the Offer. However, if the Merger is consummated, shareholders of the Company at the time of the Merger who comply with all statutory requirements and do not vote in favor of the Merger will have the right under the DGCL to demand an appraisal of, and receive payment in cash of the fair value of, their Shares outstanding immediately prior to the Effective Time in accordance with Section 262 of the DGCL.

Under the DGCL, shareholders who properly demand appraisal and otherwise comply with the applicable statutory procedures will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of such fair value in cash. Any such judicial determination of the fair value of such Shares could be based upon considerations other than or in addition to the price paid in the Offer and the Merger and the market price of the Shares. In Weinberger v. UOP, Inc., the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. Shareholders should recognize that the value so determined could be equal to, higher or lower than the price per Share paid pursuant to the Offer or the consideration per Share to be paid in the Merger.

In addition, several decisions by Delaware courts have held that in certain circumstances a controlling shareholder of a corporation involved in a merger has a fiduciary duty to other shareholders that requires the merger to be fair to the other shareholders. In determining whether a merger is fair to minority shareholders, Delaware courts have considered, among other things, the type and amount of the consideration to be received by the shareholders and whether there was fair dealing among the parties. The Delaware Supreme Court stated in Weinberger and Rabkin v. Phillip A. Hunt Chemical Corp. that the remedy ordinarily available to minority shareholders in a cash-out merger is the right to appraisal described above. However, a damages remedy or injunctive relief may be available if a merger is found to be the product of unfairness, including fraud, misrepresentation or other misconduct.

THE FOREGOING SUMMARY OF THE RIGHTS OF SHAREHOLDERS DOES NOT PURPORT TO BE A COMPLETE STATEMENT OF THE PROCEDURES TO BE FOLLOWED BY SHAREHOLDERS DESIRING TO EXERCISE ANY AVAILABLE APPRAISAL RIGHTS. THE PRESERVATION AND EXERCISE OF APPRAISAL RIGHTS REQUIRE STRICT ADHERENCE TO THE APPLICABLE PROVISIONS OF DELAWARE LAW.

"Going Private" Transactions. The Commission has adopted Rule 13e-3 under the Exchange Act which is applicable to certain "going private" transactions and which may under certain circumstances be applicable to the Merger. However, Rule 13e-3 would be inapplicable if (i) the Shares are deregistered under the Exchange Act prior to the Merger or other business combination or (ii) the Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the Merger or other business combination is at least equal to the amount paid per Share in the Offer. If applicable, Rule 13e-3 requires, among other things, that certain financial information concerning the fairness of the proposed transaction and the consideration offered to minority shareholders in such transaction be filed with the Commission and disclosed to shareholders prior to the consummation of the transaction.

SECTION 14. CERTAIN CONDITIONS OF THE OFFER

Notwithstanding any other term or provision of the Offer, the Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the Commission, including Rule 14e-1(c) under the Exchange Act (relating to a bidder's obligation to pay for or return tendered shares after the termination or withdrawal of the Offer), to pay for any Shares not theretofore accepted for payment or paid for pursuant to the Offer, if (1) there are not validly tendered and not properly withdrawn prior to the expiration of the Offer that number of Shares which, when aggregated with the Shares then owned by the Parent and any of its affiliates, represents at least a majority of the Shares then outstanding on a fully diluted basis (the "Minimum Condition") or (2) at any time on or after the date of the Merger Agreement and at or before the time that any Shares are accepted for payment any of the following conditions exist:

(a) any provision of any applicable domestic law or regulation, or any judgment, injunction, order, or decree of a court or governmental agency or authority of competent jurisdiction, is in effect that (i) makes the Offer or the Merger illegal or otherwise, directly or indirectly, prohibits or materially restrains the making of the Offer, the acceptance for payment of, payment for, or ownership, directly or indirectly, of some or all of the Shares by the Purchaser or the Parent, makes the foregoing substantially more costly, or materially delays the Merger, (ii) prohibits or materially limits the ownership or operation by the Company or any of its subsidiaries that owns a material portion of the business and assets of the Company and its subsidiaries, taken as a whole, or by the Parent, the Purchaser or any subsidiaries of the Parent of all or a material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of the Parent and its subsidiaries, taken as a whole, as a result of the Offer, the Merger, or the other transactions contemplated by the Merger Agreement, or (iii) imposes limitations on the ability of the Purchaser, the Parent or any of subsidiaries of the Parent effectively to acquire, hold or exercise full rights of ownership of the Shares, including, but not limited to, the right to vote any Shares acquired or owned by the Purchaser or the Parent on all matters properly presented to the shareholders of the Company, including, but not limited to, the approval of the Merger Agreement and adoption of the Merger and the right to vote any shares of capital stock of any subsidiaries of the Company (other than immaterial subsidiaries);

(b) any consents, authorizations, orders and approvals of, or filings or registrations with, any governmental commission, board or other regulatory body required in connection with the execution, delivery and performance of the Merger Agreement has not been obtained or made, except (i) the filing of appropriate certificates of merger in accordance with the DGCL, (ii) compliance with applicable requirements of the HSR Act and the Exchange Act, and (iii) where the failure to obtain or make any such consent, authorization, order, approval, filing, or registration is not reasonably likely to have, individually or in the aggregate, a material adverse effect on the financial condition, results of operations,

or business of the Company and its Subsidiaries, taken as a whole (a "Company Material Adverse Effect"), or on the financial condition, results of operations, or business of the Parent and the Purchaser, taken as a whole (a "the Parent Material Adverse Effect"), and would not render the Offer or the Merger illegal or provide a reasonable basis to conclude that the parties or their affiliates or any of their respective directors or officers will be subject to the risk of criminal liability;

(c) any third party consents have not been obtained except where the failure to obtain any such consents is not reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect;

(d) the Company has failed to perform the obligations to be performed by it under the Merger Agreement at or prior to such time or any representations and warranties of the Company contained in the Merger Agreement are not true at such time as if made at and as of such time (unless the representation or warranty is made as of a specified date, in which case such representation or warranty will be true as of such date), except to the extent that the failure to perform such obligations and the untruth of such representations and warranties is not reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect and the Parent has received a certificate signed by an executive officer and by the chief financial officer of the Company to the foregoing effect; for purposes of determining whether this condition has been satisfied, all qualifications as to materiality included in the representations and warranties will be disregarded, and all qualifications as to knowledge of the Company will be based on the knowledge of the Company as of the time such certificate is signed; or

(e) the Merger Agreement has been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of the Purchaser and the Parent and may be waived by the Purchaser in whole or in part at any time and from time to time in its sole discretion. The failure by the Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances will not be deemed a waiver with respect to any other facts and circumstances and each such right will be deemed an ongoing right that may be asserted at any time and from time to time.

SECTION 15. CERTAIN LEGAL MATTERS

General. Except as otherwise disclosed herein, based on information furnished by the Company or filed by the Company with the Commission, neither the Purchaser nor the Parent is aware of (i) any license or regulatory permit that appears to be material to the business of the Company and its subsidiaries, taken as a whole, that might be adversely affected by the acquisition of Shares by the Purchaser pursuant to the Offer or the Merger or (ii) any approval or other action, by any governmental, administrative or regulatory agency or authority, domestic, foreign or supranational, that would be required for the acquisition or ownership of Shares by the Purchaser as contemplated herein. Should any such approval or other action be required, the Purchaser currently contemplates that such approval or action would be sought. While the Purchaser does not currently intend to delay the acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or action, if needed, would be obtained or would be obtained without substantial conditions or that adverse consequences might not result to the business of the Company, the Purchaser or the Parent or that certain parts of the businesses of the Company, the Purchaser or the Parent might not have to be disposed of in the event that such approvals were not obtained or any other actions were not taken. The Purchaser's obligation under the Offer to accept for payment and pay for Shares is subject to certain conditions. See Section 14.

Antitrust. Under the HSR Act, certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the Federal Trade Commission (the "FTC") and certain waiting period requirements have been satisfied. The Parent and the Company each expect to file Notification and Report Forms with respect to the Offer and the Merger on or about August 19, 1997.

Under the provisions of the HSR Act applicable to the Offer, the purchase of Shares under the Offer may not be consummated until the expiration of a 15-calendar day waiting period following the filing by the Parent. Accordingly, if the Parent makes the filing on August 19, 1997, the waiting period with respect to the Offer will expire at 11:59 p.m., Eastern Daylight Saving Time, on September 3, 1997 unless the Parent or the Company receives a request for additional information or material, or the Antitrust Division and the FTC terminate the waiting period prior thereto. If, within such 15-day period, either the Antitrust Division or the FTC requests additional information or material from the Parent or the Company concerning the Offer, the waiting period will be extended and would expire at 11:59 p.m., Eastern Daylight Saving Time, on the tenth calendar day after the date of substantial compliance by the Parent or the Company with such request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act. Thereafter, such waiting period may be extended only by court order or with the consent of the Parent. The Purchaser will not accept for payment Shares tendered pursuant to the Offer unless and until the waiting period requirements imposed by the HSR Act with respect to the Offer have been satisfied. See Section 14.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as the Purchaser's acquisition of Shares pursuant to the Offer and the Merger. At any time before or after the Purchaser's acquisition of Shares, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the acquisition of Shares pursuant to the Offer or otherwise or seeking divestiture of Shares acquired by the Purchaser or divestiture of substantial assets of the Parent or its subsidiaries. Private parties and state attorneys general may also bring action under the antitrust laws under certain circumstances. Based upon an examination of publicly available information relating to the businesses in which the Parent and the Company are engaged, the Parent and the Purchaser believe that the acquisition of Shares by the Purchaser will not violate the antitrust laws. Nevertheless, there can be no assurance that a challenge to the Offer or other acquisition of Shares by the Purchaser on antitrust grounds will not be made or, if such a challenge is made, of the result. See Section 14 for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions.

Certain State Laws; Certificate of Incorporation. Section 203 of the DGCL provides that, except in certain circumstances, a Delaware corporation may not engage in a "business combination" with an "interested" shareholder for three years following the date on which the shareholder became an "interested" shareholder unless, among other things, prior to such date the board of directors of the corporation approved either the "business combination" or the transaction that resulted in the shareholder becoming an "interested" shareholder. If the Minimum Condition is satisfied, the Purchaser will become an "interested" shareholder of the Company when it purchases Shares pursuant to the Offer, and the Merger will be a "business combination." However, the Board of Directors of the Company has approved both the Offer and the Merger, and, therefore, the Company will not need to wait for three years before completing the Merger.

Similarly, Article Fourteenth of the Company's certificate of incorporation provides that unless the Board of Directors of the Company by a vote of not less than a majority of the directors expressly approved either the acquisition of outstanding shares of "voting stock" of the Company that resulted in any person becoming a "related person" or the "business combination" prior to the "related person" involved in the "business combination" having become a "related person," the affirmative vote of the holders of not less than eighty percent of the outstanding shares of "voting stock" of the Company shall be required for the authorization of any "business combination." The Purchaser will become a "related person" if the Minimum Condition is satisfied, and the Merger will be a "business combination." However, since the Board of the Directors has approved both the Offer and the Merger, the affirmative vote of the holders of eighty percent of the Company's "voting stock" will not be necessary for the consummation of the Merger.

A number of other states have adopted laws and regulations applicable to attempts to acquire securities of corporations which are incorporated, or have substantial assets, shareholders, principal executive offices or principal places of business, or whose business operations otherwise have substantial economic effects, in such states. In 1982, in Edgar v. MITE Corp., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute, which, as a matter of state securities law, made takeovers of

corporations meeting certain requirements more difficult. However, in 1987 in CTS Corp. v. Dynamics Corp. of America, the Supreme Court held that the Indiana Control Share Acquisition Act was constitutional. Such Act, by its terms, is applicable only to corporations that have a substantial number of shareholders in Indiana and are incorporated there. Subsequently, a number of Federal courts ruled that various state takeover statutes were unconstitutional insofar as they apply to corporations incorporated outside the state of enactment.

The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. The Purchaser does not know whether any of these laws will, by their terms, apply to the Offer and has not complied with any such laws. Should any person seek to apply any state takeover law, the Purchaser will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event it is asserted that one or more state takeover laws is applicable to the Offer and the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer, the Purchaser might be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, the Purchaser might be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer. In such case, the Purchaser may not be obligated to accept for payment any Shares tendered. See Section 14.

Foreign Approvals. The Company owns property in a number of other foreign countries and jurisdictions. In connection with the acquisition of the Shares pursuant to the Offer, the laws of certain of those foreign countries and jurisdictions may require the filing of information with, or the obtaining of the approval of, governmental authorities in such countries and jurisdictions. The governments in such countries and jurisdictions might attempt to impose additional conditions on the Company's operations conducted in such countries and jurisdictions as a result of the acquisition of the Shares pursuant to the Offer or the Merger. There can be no assurance that the Purchaser will be able to cause the Company or its subsidiaries to satisfy or comply with such laws or that compliance or non-compliance will not have adverse consequences for the Company or any subsidiary after purchase of the Shares pursuant to the Offer or the Merger.

SECTION 16. FEES AND EXPENSES

Smith Barney is acting as Dealer Manager in connection with the Offer and serving as exclusive financial advisor to the Parent in connection with the Offer and the Merger. Pursuant to the terms of Smith Barney's engagement, the Parent has agreed to pay Smith Barney a fee of $1.4 million in connection with the Offer and the Merger. In addition, the Parent has agreed to reimburse Smith Barney for its reasonable travel and out-of-pocket expenses, including, without limitation, fees and disbursements of its counsel, incurred in connection with the Offer and the Merger or otherwise arising out of Smith Barney's engagement, and has also agreed to indemnify Smith Barney and certain related parties against certain liabilities and expenses, including, without limitation, certain liabilities under the federal securities laws, arising out of Smith Barney's engagement. In the ordinary course of business, Smith Barney and its affiliates may actively trade or hold the securities of the Parent and the Company for their own account or for the account of customers and, accordingly, may at any time hold a long or short position in such securities.

Georgeson & Company Inc. has been retained by the Purchaser as Information Agent in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interview and may request brokers, dealers and other nominee shareholders to forward material relating to the Offer to beneficial owners of Shares. The Purchaser will pay the Information Agent reasonable and customary compensation for all such services in addition to reimbursing the Information Agent for reasonable out-of-pocket expenses in connection therewith. The Purchaser has agreed to indemnify the Information Agent against certain liabilities and expenses in connection with the Offer, including, without limitation, certain liabilities under the federal securities laws.

Harris Trust Company of New York, has been retained as the Depositary. The Purchaser will pay the Depositary reasonable and customary compensation for its services in connection with the Offer, will reimburse the Depositary for its reasonable out-of-pocket expenses in connection therewith and will indemnify

the Depositary against certain liabilities and expenses in connection therewith, including, without limitation, certain liabilities under the federal securities laws.

Except as set forth above, neither the Parent nor the Purchaser will pay any fees or commissions to any broker, dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies and other nominees will, upon request, be reimbursed by the Parent or the Purchaser for customary clerical and mailing expenses incurred by them in forwarding offering materials to their customers.

SECTION 17. MISCELLANEOUS

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. Neither the Purchaser nor the Parent is aware of any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. To the extent the Purchaser or the Parent becomes aware of any state law that would limit the class of offerees in the Offer, the Purchaser will amend the Offer and, depending on the timing of such amendment, if any, will extend the Offer to provide adequate dissemination of such information to such holders of Shares prior to the expiration of the Offer. In any jurisdiction the securities, blue sky or other laws of which require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of the Purchaser by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION ON BEHALF OF THE PURCHASER OR THE PARENT NOT CONTAINED HEREIN OR IN THE LETTER OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

THE PURCHASER AND THE PARENT HAVE FILED WITH THE COMMISSION A TENDER OFFER STATEMENT ON SCHEDULE 14D-1 PURSUANT TO RULE 14D-3 UNDER THE EXCHANGE ACT, TOGETHER WITH EXHIBITS, FURNISHING CERTAIN ADDITIONAL INFORMATION WITH RESPECT TO THE OFFER, AND MAY FILE AMENDMENTS THERETO. SUCH SCHEDULE 14D-1 AND ANY AMENDMENTS THERETO, INCLUDING EXHIBITS, MAY BE INSPECTED AND COPIES MAY BE OBTAINED IN THE MANNER SET FORTH IN SECTION 8 WITH RESPECT TO THE COMPANY (EXCEPT THAT SUCH MATERIAL WILL NOT BE AVAILABLE AT THE REGIONAL OFFICES OF THE COMMISSION).

STERIS ACQUISITION CORPORATION

August 18, 1997

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF THE PARENT AND THE PURCHASER

The Parent. Set forth below are the name, business address and present principal occupation or employment, and material occupations, positions, offices or employments for the past five years of each director and executive officer of the Parent. Except as otherwise noted, the business address of each such person is 5960 Heisley Road, Mentor, Ohio 44060, and each such person is a United States citizen. In addition, except as otherwise noted, each director and executive officer of the Parent has been employed in his or her present principal occupation listed below during the last five years. Directors of the Parent are indicated by an asterisk.

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT, 5-YEAR EMPLOYMENT HISTORY
Bill R. Sanford*............	Mr. Sanford serves as Chairman of the Board of Directors, President, and Chief Executive Officer. He joined the Parent in April 1, 1987.
J. Lloyd Breedlove..........	Mr. Breedlove serves as a Senior Vice President of the Parent and Group President of the Parent's Customer Support Group. He joined the Parent as Executive Vice President in August 1991.
Michael A. Keresman, III....	Mr. Keresman serves as a Senior Vice President and Chief Financial Officer. He joined the Parent in January 1988 as Director of Finance and has held positions as Vice President of Finance, Vice President of Finance and Administration, Vice President of Finance and Operations, Secretary, and Vice President of Business Development.
David C. Dvorak.............	Mr. Dvorak serves as Vice President, General Counsel, and Secretary. He joined the Parent in June 1996. Prior to joining the Parent, Mr. Dvorak practiced law with Thompson Hine & Flory LLP from 1994 to 1996, and with Jones, Day, Reavis & Pogue from 1991 to 1994.
Paul A. Zamecnik............	Mr. Zamecnik serves as Vice President with responsibility for Regulatory Affairs and Quality Systems and as Group President of the Capital Systems Group. He joined the Parent in July 1992 as Director of Marketing and was appointed Vice President with responsibility for Regulatory Affairs and Quality Systems in November 1993. He became Group President of the Capital Systems Group in March 1997.
Pamela S. Sedmak............	Ms. Sedmak serves as Vice President and as Group President of the Consumables Systems Group. She joined the Parent in October 1996 as Vice President with responsibility for Strategic Planning. She became Group President of the Consumables Systems Group in March 1997. Prior to joining the Parent, Ms. Sedmak had been with General Electric Company for twelve years, most recently as a General Manager of Marketing with GE Medical Systems.
Jerry E. Robertson*.........	Dr. Robertson joined the Parent's Board of Directors in 1994. He retired from 3M Company in March 1994 where he most recently served (since 1986) as Executive Vice President, Life Sciences Sector and Corporate Services and as a member of the Board of Directors. Dr. Robertson is also currently a member of the Boards of Directors of Manor Care, Inc., Life Technologies, Inc., Haemonetics Corporation, Coherent, Inc., Cardinal Health, Inc., Medwave, Inc., Allianz Life Insurance Company of North America, and Choice Hotels International.

NAME	PRINCIPAL OCCUPATION OR EMPLOYMENT, 5-YEAR EMPLOYMENT HISTORY
Frank E. Samuel, Jr.*.......	Mr. Samuel joined the Parent's Board of Directors in 1992. Since February 1995, Mr. Samuel has been the President of Edison BioTechnology Center, a business formation organization for the State of Ohio in the biotechnology, biomedical devices, and medical software fields. From January 1990 to February 1995, Mr. Samuel was an independent healthcare industry consultant. From February 1984 through December 1989, Mr. Samuel was President of the Health Industry Manufacturers Association, a national trade association representing medical technology manufacturers. Mr. Samuel is also currently a member of the Boards of Directors of Protocol Systems, Inc. and Life Technologies, Inc.
Loyal W. Wilson*............	Mr. Wilson joined the Parent's Board of Directors in 1987. He has been a Managing Director of Primus Venture Partners, Inc. since its inception in 1983.
Raymond A. Lancaster*.......	Mr. Lancaster joined the Parent's Board of Directors in 1988. Since February 1995, he has held the position of Managing Partner of Kirtland Capital Partners II L.P., a middle market leveraged buy out partnership. From 1990 to 1994, Mr. Lancaster was Managing Director of Key Equity Capital Corporation, a wholly-owned subsidiary of KeyCorp.
Thomas J. Magulski*.........	Mr. Magulski joined the Parent's Board of Directors in 1989. He has served as President, Chief Operating Officer, and a member of the Board of Directors of VERSA Technologies, Inc. since December 1993. Mr. Magulski was President of Dover Partners, a consulting firm, from March 1992 to December 1993.
J.B. Richey*................	Mr. Richey joined the Parent's Board of Directors in 1987. Since 1984, he has been Senior Vice President of Invacare Corporation, a provider of home healthcare medical equipment. Mr. Richey is also currently a member of the Boards of Directors of Invacare Corporation, Royal Appliance Manufacturing Company, and Unique Mobility, Inc.

The Purchaser. The name and position with the Purchaser of each director and executive officer of the Purchaser are set forth below. The business address, present principal occupation or employment, five-year employment history and citizenship of each such person is set forth above.

NAME	POSITION WITH THE PURCHASER
Bill R. Sanford.............	Chairman of the Board, President, Chief Executive Officer and Director
Michael A. Keresman, III....	Vice President, Treasurer and Director
David C. Dvorak.............	Vice President, Secretary and Director

Manually signed facsimile copies of the Letter of Transmittal will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent or delivered by each shareholder of the Company or such shareholder's broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below.

The Depositary for the Offer is:

HARRIS TRUST COMPANY OF NEW YORK

By Mail:	By Overnight Courier:	By Hand:
Wall Street Station P.O. Box 1023 New York, NY 10268-1023	77 Water Street, 4th Floor New York, NY 10005	Receive Window 77 Water Street, 5th Floor New York, NY 10005

By Facsimile Transmission:
(for Eligible Institutions
Only)
(212) 701-7636 or 7637
For Information Telephone
(call collect):
(212) 701-7624

Questions and requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses or telephone numbers set forth below. Additional copies of this Offer to Purchase, the Letter of Transmittal and all other tender offer materials may be obtained from the Information Agent as set forth below, and will be furnished promptly at the Purchaser's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

(Georgeson & Company Logo)

Wall Street Plaza
New York, New York 10005
Call Collect (Banks and Brokers): (212) 440-9800

or

CALL TOLL FREE: (800) 223-2064

The Dealer Manager for the Offer is:

SMITH BARNEY INC.
388 Greenwich Street
New York, New York 10013
(212) 816-7527

LETTER OF TRANSMITTAL

TO TENDER SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

ISOMEDIX INC.
PURSUANT TO THE OFFER TO PURCHASE
DATED AUGUST 18, 1997

BY

STERIS ACQUISITION CORPORATION
A WHOLLY OWNED SUBSIDIARY OF

STERIS CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN DAYLIGHT SAVING TIME, ON TUESDAY, SEPTEMBER 16, 1997, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:
HARRIS TRUST COMPANY OF NEW YORK

By Mail:	By Overnight Courier:	By Hand:
Wall Street Station P.O. Box 1023 New York, NY 10268-1023	77 Water Street, 4th Floor New York, NY 10005 By Facsimile Transmission: (for Eligible Institutions Only) (212) 701-7636 or 7637 For Information Telephone (call collect): (212) 701-7624	Receive Window 77 Water Street, 5th Floor New York, NY 10005

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 PROVIDED BELOW.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by shareholders either if certificates evidencing Shares (as defined below) are to be forwarded herewith or if delivery of Shares is to be made by book-entry transfer to the Depositary's account at The Depository Trust Co. or Philadelphia Depository Trust Co. (each a "Book-Entry Transfer Facility" and collectively, the "Book-Entry Transfer Facilities") pursuant to the book-entry transfer procedure described in Section 2 of the Offer to Purchase (as defined below). Delivery of documents to a Book-Entry Transfer Facility does not constitute delivery to the Depositary.

Shareholders whose certificates evidencing Shares ("Share Certificates") are not immediately available or who cannot deliver their Share Certificates and all other documents required hereby to the Depositary prior to the Expiration Date (as defined in Section l of the Offer to Purchase) or who cannot complete the procedure for delivery by book-entry transfer on a timely basis and who wish to tender their Shares must do so pursuant to the guaranteed delivery procedure described in Section 2 of the Offer to Purchase. See Instruction 2.

[ ] CHECK HERE IF SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT ONE OF THE BOOK-ENTRY TRANSFER FACILITIES AND COMPLETE THE FOLLOWING:

Name of Tendering Institution
- --

Check Box of Applicable Book-Entry Transfer Facility:

(CHECK ONE) [ ] The Depository Trust Co. [ ] Philadelphia Depository Trust Co.

Account Number ----------------------- Transaction Code Number ------------------

[ ] CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING. PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY:

Name(s) of Registered Holder(s) ---

Window Ticket No. (if any) --

Date of Execution of Notice of Guaranteed Delivery ------------------------------

Name of Institution which Guaranteed Delivery -----------------------------------

- --

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK, EXACTLY AS NAME(S) APPEAR(S) ON SHARE CERTIFICATE(S))	SHARE CERTIFICATE(S) AND SHARE(S) TENDERED (ATTACH ADDITIONAL LIST, IF NECESSARY)		
	SHARE CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES EVIDENCED BY SHARE CERTIFICATE(S)*	NUMBER OF SHARES TENDERED**
	TOTAL SHARES		

* Need not be completed by shareholders delivering Shares by book-entry transfer.

** Unless otherwise indicated, it will be assumed that all Shares evidenced by each Share Certificate delivered to the Depositary are being tendered hereby. See Instruction 4.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS
LETTER OF TRANSMITTAL CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to STERIS Acquisition Corporation, a Delaware corporation ("Purchaser") and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation ("Parent"), the above-described shares of common stock, par value $.01 per share, and the associated preferred stock purchase rights (together with the rights, the "Shares"), of Isomedix Inc., a Delaware corporation (the "Company"), pursuant to Purchaser's offer to purchase all outstanding Shares, at $20.50 per Share, net to the seller in cash, without interest thereon (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 18, 1997 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, as amended from time to time, together constitute the "Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any portion of the Shares tendered pursuant to the Offer.

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith, in accordance with the terms of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser all right, title and interest in and to all the Shares that are being tendered hereby and all dividends, distributions (including, without limitation, distributions of additional Shares and other securities) and rights declared, paid or distributed in respect of such Shares on or after August 15, 1997 (collectively, "Distributions"), and irrevocably appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares and all Distributions, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver Share Certificates evidencing such Shares and all Distributions, or transfer ownership of such Shares and all Distributions on the account books maintained by a Book-Entry Transfer Facility, together, in either case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser, (ii) present such Shares and all Distributions for transfer on the books of the Company, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and all Distributions, all in accordance with the terms of the Offer.

By executing this Letter of Transmittal, the undersigned irrevocably appoints Bill R. Sanford, Michael A. Keresman, III, and David C. Dvorak of the Purchaser as proxies of the undersigned, each with full power of substitution, to the full extent of the undersigned's rights with respect to the Shares tendered by the undersigned and accepted for payment by the Purchaser (and any and all Distributions). All such proxies shall be considered coupled with an interest in the tendered Shares. This appointment will be effective if, when, and only to the extent that, the Purchaser accepts such Shares for payment pursuant to the Offer. Upon such acceptance for payment, all prior proxies given by the undersigned with respect to such Shares (and any such other Shares and securities) will, without further action, be revoked, and no subsequent proxies may be given nor any subsequent written consent executed by the undersigned (and, if given or executed, will not be deemed to be effective) with respect thereto. The designees of the Purchaser named above will, with respect to the Shares and other securities for which the appointment is effective, be empowered to exercise all voting and other rights of the undersigned as they in their sole discretion may deem proper at any annual or special meeting of the shareholders of the Company or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise, and the Purchaser reserves the right to require that, in order for Shares or other securities to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting rights with respect to such Shares or other securities.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby and all Distributions, and that when such Shares are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title

thereto and to all Distributions, free and clear of all liens, restrictions, charges and encumbrances, and that none of such Shares and Distributions will be subject to any adverse claim. The undersigned, upon request, shall execute and deliver all additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby and all Distributions. In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of Purchaser all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby, or deduct from such purchase price, the amount or value of such Distribution as determined by Purchaser in its sole discretion.

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned. All obligations of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as otherwise stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 2 of the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer, including, without limitation, the undersigned's representation and warranty that the undersigned owns the Shares being tendered.

Unless otherwise indicated herein in the box entitled "Special Payment Instructions," please issue the check for the purchase price of all Shares purchased, and return all Share Certificates evidencing Shares not purchased or not tendered, in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated in the box entitled "Special Delivery Instructions," please mail the check for the purchase price of all Shares purchased and all Share Certificates evidencing Shares not tendered or not purchased (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and return all Share Certificates evidencing Shares not purchased or not tendered in the name(s) of, and mail such check and Share Certificates to, the person(s) so indicated. The undersigned recognizes that Purchaser has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name of the registered holder(s) thereof if Purchaser does not purchase any of the Shares tendered hereby.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares purchased or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue [ ] Check [ ] Share Certificate(s) to:

Name: ____
(PRINT)

Address: ____

____
(ZIP CODE)

____
TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares purchased or Share Certificate(s) evidencing Shares not tendered or not purchased are to be mailed to someone other than the undersigned, or to the undersigned at an address other than that shown under "Description of Shares Tendered."

Mail [ ] Check [ ] Share Certificate(s) to:

Name: ____
(PRINT)

Address: ____

____
(ZIP CODE)

IMPORTANT

SHAREHOLDER(S): SIGN HERE
(ALSO PLEASE COMPLETE SUBSTITUTE FORM W-9 INCLUDED HEREIN)

X

X

(SIGNATURE(S) OF HOLDER(S))

Dated: ------------------ 1997

(Must be signed by registered holder(s) exactly as name(s) appear(s) on the Share Certificate(s) or on a security position listing or by a person authorized to become a registered holder by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information. See Instruction 5.)

Name(s): ---

(PLEASE PRINT)

Capacity (full title): ---

Address: ---

(INCLUDE ZIP CODE)

Area Code and Telephone No.: ---

Taxpayer Identification or
Social Security No.: ---
(SEE SUBSTITUTE FORM W-9 INCLUDED HEREIN)

GUARANTEE OF SIGNATURE(S)
(IF REQUIRED -- SEE INSTRUCTIONS 1 AND 5)

FOR USE BY FINANCIAL INSTITUTIONS ONLY.
PLACE MEDALLION GUARANTEE IN SPACE BELOW.

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. All signatures on this Letter of Transmittal must be guaranteed by a firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc., or by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (an "Eligible Institution"), unless (i) this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) tendered hereby and such holder(s) has (have) completed neither the box entitled "Special Payment Instructions" nor the box entitled "Special Delivery Instructions" or (ii) such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND SHARE CERTIFICATES. This Letter of Transmittal is to be used either if Share Certificates are to be forwarded herewith or if Shares are to be delivered by book-entry transfer pursuant to the procedure set forth in Section 2 of the Offer to Purchase. Share Certificates evidencing all physically tendered Shares, or a confirmation of a book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility of all Shares delivered by book-entry transfer, in each case together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth at the front hereof prior to the Expiration Date (as defined in Section l of the Offer to Purchase). If Share Certificates are forwarded to the Depositary in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery. Shareholders whose Share Certificates are not immediately available, who cannot deliver their Share Certificates and all other required documents to the Depositary prior to the Expiration Date or who cannot complete the procedure for delivery by book-entry transfer on a timely basis may tender their Shares pursuant to the guaranteed delivery procedure described in Section 2 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary prior to the Expiration Date; and (iii) the Share Certificates evidencing all physically delivered Shares in proper form for transfer by delivery, or a confirmation of a book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility of all Shares delivered by book-entry transfer, in each case together with a Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary within three New York Stock Exchange, Inc. ("NYSE") trading days after the date of execution of such Notice of Guaranteed Delivery, all as described in Section 2 of the Offer to Purchase.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, SHARE CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING SHAREHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. By execution of this Letter of Transmittal (or a facsimile hereof), all tendering shareholders waive any right to receive any notice of the acceptance of their Shares for payment.

3. INADEQUATE SPACE. If the space provided herein under "Description of Shares Tendered" is inadequate, the Share Certificate numbers, the number of Shares evidenced by such Share Certificates and the number of Shares tendered should be listed on a separate schedule and attached hereto.

4. PARTIAL TENDERS (NOT APPLICABLE TO SHAREHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER). If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary herewith are to be tendered hereby, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such cases, new Share Certificate(s) evidencing the remainder of the Shares that were evidenced by the Share Certificates delivered to the Depositary herewith will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled "Special Delivery Instructions," as soon as practicable after the expiration or termination of the Offer. All Shares evidenced by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL; STOCK POWERS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificates evidencing such Shares without alteration, enlargement or any other change whatsoever.

If any Share tendered hereby is owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in the names of different holders, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such Shares.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Share Certificates or separate stock powers are required, unless payment is to be made to, or Share Certificates evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), in which case, the Share Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Share Certificate(s). Signatures on such Share Certificate(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, the Share Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Share Certificate(s). Signatures on such Share Certificate(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any Share Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of such person's authority so to act must be submitted.

6. STOCK TRANSFER TAXES. Except as otherwise provided in this Instruction 6, Purchaser will pay all stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price of any Shares purchased is to be made to, or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) payable on account of the transfer to such other person will be deducted from the purchase price of such Shares purchased, unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted. EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE SHARE CERTIFICATES EVIDENCING THE SHARES TENDERED HEREBY.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check for the purchase price of any Shares tendered hereby is to be issued, or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued, in the name of a person other than the person(s) signing this Letter of Transmittal or if such check or any such Share Certificate is to be sent to someone other than the person(s) signing this Letter of Transmittal

or to the person(s) signing this Letter of Transmittal but at an address other than that shown in the box entitled "Description of Shares Tendered," the appropriate boxes on the reverse of this Letter of Transmittal must be completed.

8. WAIVER OF CONDITIONS. Except as described in the Offer to Purchase, the conditions to the Offer may be waived by the Purchaser in whole or in part at any time and from time to time in its sole discretion.

9. QUESTIONS AND REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance may be directed to the Dealer Manager or the Information Agent at their respective addresses or telephone numbers set forth below. Additional copies of the Offer to Purchase, this Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Information Agent or from brokers, dealers, commercial banks or trust companies.

10. SUBSTITUTE FORM W-9. Each tendering shareholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9 which is provided under "Important Tax Information" below and to certify, under penalties of perjury, that such number is correct and that such shareholder is not subject to backup withholding of federal income tax. If a tendering shareholder has been notified by the Internal Revenue Service that such shareholder is subject to backup withholding, such shareholder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such shareholder has since been notified by the Internal Revenue Service that such shareholder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering shareholder to 31% federal income tax withholding on the payment of the purchase price of all Shares purchased from such shareholder. If the tendering shareholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such shareholder should write "Applied For" in the space provided for the TIN in Part I of the Substitute Form W-9, and sign and date the Substitute Form W-9. If "Applied For" is written in Part l and the Depositary is not provided with a TIN within 60 days, the Depositary will withhold 31% on all payments of the purchase price to such shareholder until a TIN is provided to the Depositary.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR FACSIMILE HEREOF), PROPERLY COMPLETED AND DULY EXECUTED WITH ANY REQUIRED SIGNATURE GUARANTEES, AND SHARE CERTIFICATES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE (AS DEFINED IN THE OFFER TO PURCHASE).

IMPORTANT TAX INFORMATION

Under the federal income tax law, a shareholder whose tendered Shares are accepted for payment is required by law to provide the Depositary (as payer) with such shareholder's correct TIN on Substitute Form W-9 below. If such shareholder is an individual, the TIN is such shareholder's social security number. If the Depositary is not provided with the correct TIN, the shareholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such shareholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding of 31%.

Certain shareholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, such individual must submit a statement, signed under penalties of perjury, attesting to such individual's exempt status. Forms of such statements can be obtained from the Depositary. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 31% of any payments made to the shareholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes,

a refund may be obtained from the Internal Revenue Service.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on payments that are made to a shareholder with respect to Shares purchased pursuant to the Offer, the shareholder is required to notify the Depositary of such shareholder's correct TIN by completing the form below certifying (a) that the TIN provided on Substitute Form W-9 is correct (or that such shareholder is awaiting a TIN) and (b) that (i) such shareholder has not been notified by the Internal Revenue Service that such shareholder is subject to backup withholding as a result of a failure to report all interest or dividends or (ii) the Internal Revenue Service has notified such shareholder that such shareholder is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The shareholder is required to give the Depositary the social security number or employer identification number of the record holder of the Shares tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report. If the tendering shareholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the shareholder should write "Applied For" in the space provided for the TIN in Part I, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN within 60 days, the Depositary will withhold 31% of all payments of the purchase price to such shareholder until a TIN is provided to the Depositary.

ALL TENDERING SHAREHOLDERS MUST COMPLETE THE FOLLOWING:

PAYER'S NAME: HARRIS TRUST COMPANY OF NEW YORK

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE	PART I -- Taxpayer Identification Number -- For all accounts, enter taxpayer identification number in the box at right. (For most individuals, this is your social security number. If you do not have a number, see Obtaining a Number in the enclosed Guidelines.) Certify by signing and dating below. Note: If the account is in more than one name, see the chart in the enclosed Guidelines to determine which number to give the payer.	------------------------------ Social Security Number(s) OR ------------------------------ Employer Identification Number (If awaiting TIN write "Applied For")
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ("TIN")	PART II -- For Payees Exempt From Backup Withholding, see the enclosed Guidelines and complete as instructed therein. CERTIFICATION -- Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding. CERTIFICATE INSTRUCTIONS -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the enclosed Guidelines.)	

Signature --- Date ------------- 1997

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

The Information Agent for the Offer is:

(Georgeson & Company Logo)

Wall Street Plaza
New York, New York, 10005
Call Collect (Banks and Brokers): (212) 440-9800

or

CALL TOLL FREE: (800) 223-2064

The Dealer Manager for the Offer is:

SMITH BARNEY INC.

388 Greenwich Street
New York, New York 10013
(212) 816-7527

August 18, 1997

NOTICE OF GUARANTEED DELIVERY
FOR
TENDER OF SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)
OF

ISOMEDIX INC.
TO

STERIS ACQUISITION CORPORATION
A WHOLLY OWNED SUBSIDIARY OF

STERIS CORPORATION
(NOT TO BE USED FOR SIGNATURE GUARANTEES)

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if (i) certificates ("Share Certificates") evidencing shares of common stock, par value $.01 per share, and the associated preferred stock purchase rights (together with the rights, the "Shares"), of Isomedix Inc., a Delaware corporation (the "Company"), are not immediately available, (ii) time will not permit all required documents to reach Harris Trust Company of New York, as Depositary (the "Depositary"), prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase (as defined below)), or (iii) the procedure for book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depositary. See Section 2 of the Offer to Purchase.

The Depositary for the Offer is:

HARRIS TRUST COMPANY OF NEW YORK

By Mail:	By Overnight Courier:	By Hand:
Wall Street Station	77 Water Street, 4th Floor	Receive Window
P.O. Box 1023	New York, NY 10005	77 Water Street, 5th Floor
New York, NY 10268-1023		New York, NY 10005

By Facsimile Transmission:
(for Eligible Institutions Only)
(212) 701-7636 or 7637

For Information Telephone (call collect):
(212) 701-7624

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an "Eligible Institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to STERIS Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 18, 1997 (the "Offer to Purchase"), and the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer"), receipt of each of which is hereby acknowledged, the number of Shares specified below pursuant to the guaranteed delivery procedures described in Section 2 of the Offer to Purchase.

Number of Shares:

Certificate No(s). (if available):

Check ONE box if Shares will be tendered by book-entry transfer:

[ ] The Depository Trust Co.

[ ] Philadelphia Depository Trust Co.

Account Number:

Name(s) of Record Holder(s):

- --

PLEASE PRINT

Address(es):

ZIP CODE

Company Area Code and Tel. No.:

Area Code and Tel. No.:

Signature(s)

- --

Dated: __________ , 1997

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEES)

The undersigned, a firm that is a commercial bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program hereby (a) represents that the tender of Shares effected hereby complies with Rule 14e-4 of the Securities Exchange Act of 1934, as amended, and (b) guarantees delivery to the Depositary, at one of its addresses set forth above, of Share Certificates evidencing the Shares tendered hereby in proper form for transfer, or confirmation of book-entry transfer of such Shares into the Depositary's accounts at The Depository Trust Co. or Philadelphia Depository Trust Co., in each case with delivery of a properly completed and duly executed Letter of Transmittal (or a facsimile thereof) with any required signature guarantees, or an Agent's Message (as defined in Section 2 of the Offer to Purchase), and any other documents required by the Letter of Transmittal, within three New York Stock Exchange, Inc. trading days after the date of execution of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and Share Certificates to the Depositary within the time period shown herein. Failure to do so could result in financial loss to such Eligible Institution.

Name of Firm:

Address:

- --
(Zip Code)

AUTHORIZED SIGNATURE:

Name:

Please Print

Title:

Area Code and Tel. No.:

Dated:_________, 1997

NOTE: DO NOT SEND SHARE CERTIFICATE(S) WITH THIS NOTICE OF GUARANTEED DELIVERY. SHARE CERTIFICATE(S) SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)
OF

ISOMEDIX INC.
BY

STERIS ACQUISITION CORPORATION
A WHOLLY OWNED SUBSIDIARY OF

STERIS CORPORATION
AT

$20.50 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN DAY-LIGHT SAVING TIME, ON TUESDAY, SEPTEMBER 16, 1997, UNLESS THE OFFER IS EXTENDED.

August 18, 1997

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

We have been appointed by STERIS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation ("Parent"), to act as Dealer Manager in connection with the Purchaser's offer to purchase all outstanding shares of common stock, par value $.01 per share, including the associated preferred stock purchase rights (together with such rights, the "Shares") of Isomedix Inc., a Delaware corporation (the "Company"), at a price of $20.50 per Share, net to the seller in cash, without interest thereon (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 18, 1997 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer") enclosed herewith.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED A NUMBER OF SHARES WHICH, WHEN ADDED TO THE SHARES BENEFICIALLY OWNED BY PARENT, WOULD REPRESENT AT LEAST A MAJORITY OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE. THE OFFER IS NOT CONDITIONED ON THE RECEIPT OF FINANCING.

Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold Shares registered in your name or in the name of your nominee.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, or who hold Shares registered in their own names, we are enclosing the following documents:

1. The Offer to Purchase, dated August 18, 1997;

2. The Letter of Transmittal to be used by holders of Shares in accepting the Offer and tendering Shares;

3. The Notice of Guaranteed Delivery to be used to tender Shares pursuant to the Offer if none of the procedures for tendering Shares set forth in the Offer to Purchase can be completed on a timely basis;

4. A printed form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominees, with space provided for obtaining such clients' instructions with regard to the Offer;

5. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9; and

6. A return envelope addressed to Harris Trust Company of New York, as the Depositary.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Purchaser will purchase, by accepting for payment, and will pay for the Shares validly tendered prior to the Expiration Date (as defined in the Offer to Purchase) promptly after the Expiration Date. For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, tendered Shares as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance of such Shares for payment pursuant to the Offer. In all cases, payment for Shares purchased pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the Share Certificates or timely confirmation of a book-entry transfer of such Shares, if such procedure is available, into the Depositary's account at The Depository Trust Co. or Philadelphia Depository Trust Co. pursuant to the procedures set forth in Section 2 of the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined in Section 2 of the Offer to Purchase), and (iii) any other documents required by the Letter of Transmittal.

The Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Dealer Manager, the Information Agent and the Depositary) in connection with the solicitation of tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your clients.

The Purchaser will pay any stock transfer taxes incident to the transfer to it of validly tendered Shares, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN DAYLIGHT SAVING TIME, ON TUESDAY, SEPTEMBER 16, 1997, UNLESS THE OFFER IS EXTENDED.

In order to take advantage of the Offer, a duly executed and properly completed Letter of Transmittal (or a facsimile thereof), with any required signature guarantees and any other required documents, should be sent to the Depositary, and certificates evidencing the tendered Shares should be delivered or such Shares should be tendered by book-entry transfer, all in accordance with the Instructions set forth in the Letter of Transmittal and the Offer to Purchase.

If holders of Shares wish to tender Shares, but it is impracticable for them to forward their Share Certificates or other required documents to the Depositary prior to the Expiration Date or to comply with the procedures for book-entry transfer on a timely basis, a tender may be effected by following the guaranteed delivery procedures specified under Section 2 of the Offer to Purchase.

Any inquiries you may have with respect to the Offer should be addressed to Georgeson & Company Inc., the Information Agent, or Smith Barney Inc., the Dealer Manager, at their respective addresses and telephone numbers set forth on the back cover page of the Offer to Purchase.

Additional copies of the enclosed materials may be obtained by calling Georgeson & Company Inc., the Information Agent, collect at (212) 440-9800 or from brokers, dealers, commercial banks or trust companies.

Very truly yours,

SMITH BARNEY INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF PARENT, THE PURCHASER, THE COMPANY, THE DEPOSITARY, THE INFORMATION AGENT OR THE DEALER MANAGER, OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

ISOMEDIX INC.
BY

STERIS ACQUISITION CORPORATION
A WHOLLY OWNED SUBSIDIARY OF

STERIS CORPORATION
AT

$20.50 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN DAY-LIGHT SAVING TIME, ON TUESDAY, SEPTEMBER 16, 1997, UNLESS THE OFFER IS EXTENDED.

August 18, 1997

To Our Clients:

Enclosed for your consideration is an Offer to Purchase, dated August 18, 1997 (the "Offer to Purchase"), and the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer") in connection with the Offer by STERIS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation ("Parent"), to purchase all outstanding shares of common stock, par value $.01 per share, including the associated preferred stock purchase rights (together with such rights, the "Shares"), of Isomedix Inc., a Delaware corporation (the "Company"), at a price of $20.50 per Share, net to the seller in cash, without interest thereon (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase.

Shareholders whose certificates evidencing Shares ("Share Certificates") are not immediately available or who cannot deliver their Share Certificates and all other documents required by the Letter of Transmittal to the Depositary prior to the Expiration Date (as defined in the Offer to Purchase) or who cannot complete the procedure for delivery by book-entry transfer to the Depositary's account at a Book-Entry Transfer Facility (as defined in Section 2 of the Offer to Purchase) on a timely basis and who wish to tender their Shares must do so pursuant to the guaranteed delivery procedure described in Section 2 of the Offer to Purchase. See Instruction 2 of the Letter of Transmittal. Delivery of documents to a Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures does not constitute delivery to the Depositary.

THE MATERIAL IS BEING SENT TO YOU AS THE BENEFICIAL OWNER OF SHARES HELD BY US FOR YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. WE ARE THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

We request instructions as to whether you wish to have us tender on your behalf any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer to Purchase.

Your attention is invited to the following:

1. The tender price is $20.50 per Share, net to the seller in cash, without interest thereon.

2. The Offer and withdrawal rights will expire at 12:00 midnight, Eastern Daylight Saving Time, on Tuesday, September 16, 1997, unless the Offer is extended.

3. The Offer is being made for all outstanding Shares.

4. The Offer is conditioned upon, among other things, there being validly tendered a number of Shares which, when added to the Shares beneficially owned by Parent, would represent at least a majority of the Shares outstanding on a fully diluted basis on the date of purchase. See Section 14 of the Offer to Purchase.

5. The Offer is not conditioned on the receipt of financing.

Tendering shareholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the purchase of Shares by the Purchaser pursuant to the Offer.

The Offer is made solely by the Offer to Purchase and the related Letter of Transmittal. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. Neither the Purchaser nor Parent is aware of any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. To the extent the Purchaser or Parent becomes aware of any state law that would limit the class of offerees in the Offer, the Purchaser will amend the Offer and, depending on the timing of such amendment, if any, will extend the Offer to provide adequate dissemination of such information to such holders of Shares prior to the expiration of the Offer. In any jurisdiction the securities, blue sky or other laws of which require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of the Purchaser by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing and returning to us the instruction form contained in this letter. An envelope in which to return your instructions to us is enclosed. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form contained in this letter. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf prior to the expiration of the Offer.

INSTRUCTIONS WITH RESPECT TO THE
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

ISOMEDIX INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated August 18, 1997, and the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer"), in connection with the Offer by STERIS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation, to purchase all outstanding shares of common stock, par value $.01 per share, including the associated preferred stock purchase rights (together with such rights, the "Shares"), of Isomedix Inc., a Delaware corporation, at a price equal to $20.50 per Share, net to the seller in cash.

This will instruct you to tender to the Purchaser the number of Shares indicated below (or, if no number is indicated below, all Shares) held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase.

Number of Shares to be Tendered*: ------------------------------------

Dated: --------------------------------- , 1997

SIGN HERE

Signature(s): --

Print or Type Name(s): --

Print or Type Address: --

Area Code and Telephone Number(s): --

Taxpayer Identification or Social Security Number(s): ---------------------------

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* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.--Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF --
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
8. Sole proprietorship account	The owner(4)

FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION NUMBER OF --
9. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(5)
10. Corporate account	The corporation
11. Religious, charitable, or educational organization account	The organization
12. Partnership account held in the name of the business	The partnership
13. Association, club, or other tax-exempt organization	The organization
14. A broker or registered nominee	The broker or nominee
15. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.
(2) Circle the minor's name and furnish the minor's social security number.

(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
(4) Show the name of the owner.
(5) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

OBTAINING A NUMBER

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Payments of interest generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER. FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER, IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE.--Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Beginning January 1, 1993, payers must generally withhold 31% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER.--If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. -- If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.--Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonments.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Exhibit (a)(8)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares. The Offer is made solely by the Offer to Purchase, dated August 18, 1997, and the related Letter of Transmittal and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. Neither the Purchaser nor the Parent is aware of any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. To the extent the Purchaser or the Parent becomes aware of any state law that would limit the class of offerees in the Offer, the Purchaser will amend the Offer and, depending on the timing of such amendment, if any, will extend the Offer to provide adequate dissemination of such information to such holders of Shares prior to the expiration of the Offer. In any jurisdiction the securities, blue sky or other laws of which require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of the Purchaser by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)
OF
ISOMEDIX INC.
BY
STERIS ACQUISITION CORPORATION
A WHOLLY OWNED SUBSIDIARY
OF
STERIS CORPORATION
AT
$20.50 NET PER SHARE

STERIS Acquisition Corporation, a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of STERIS Corporation, an Ohio corporation (the "Parent"), is offering to purchase all outstanding shares of common stock, par value $.01 per share, and the associated preferred stock purchase rights (together with the rights, the "Shares"), of Isomedix Inc., a Delaware corporation (the "Company"), at a price of $20.50 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 18, 1997, and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN DAY-LIGHT SAVING TIME, ON TUESDAY, SEPTEMBER 16, 1997, UNLESS THE OFFER IS EXTENDED.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of August 12, 1997 (the "Merger Agreement"), among the Purchaser, the Parent, and the Company. The Merger Agreement provides, among other things, for the merger of the Purchaser with and into the Company (the "Merger") following the purchase of Shares pursuant to the Offer. In the Merger, each outstanding Share (other than Shares owned by the Parent or any subsidiary of the Parent, Shares held as treasury shares by the Company, and Shares owned by shareholders who perfect appraisal rights under Delaware law) will be converted into the right to receive $20.50 per Share net in cash.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER, THE MERGER AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, HAS DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY'S SHAREHOLDERS, AND RECOMMENDS THAT THE SHAREHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES.

The Offer is conditioned upon, among other things, (i) there being validly tendered a number of Shares which, when added to the Shares beneficially owned by the Parent, would represent at least a majority of the Shares outstanding on a fully diluted basis on the date of purchase (the "Minimum Condition"), and (ii) the expiration or termination of all waiting periods imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations thereunder. The Offer is not conditioned on the receipt of financing. If, by the Expiration Date (including any extension required by the Merger Agreement), any or all of the conditions to the Offer have not been satisfied or waived, the Purchaser reserves the right (but will not be obligated), subject to the applicable rules and regulations of the Securities and Exchange Commission, to (a) terminate the Offer and not accept for payment

or pay for any Shares and return all tendered Shares to tendering shareholders, (b) waive all the unsatisfied conditions (except that the Purchaser may not waive the Minimum Condition without the consent of the Company) and accept for payment and pay for all Shares validly tendered prior to the Expiration Date, (c) extend the Offer and, subject to the right of shareholders to withdraw Shares until the Expiration Date, retain the Shares that have been tendered during the period or periods for which the Offer is extended, or (d) amend the Offer. The Merger Agreement provides that the Purchaser may not decrease the price payable in the Offer, change the form of consideration payable in the Offer, change the offer conditions, impose additional offer conditions, or change any other terms of the Offer in a manner adverse to the holders of the Shares.

The Merger Agreement provides that, at the Company's request, the Purchaser will extend the Expiration Date from time to time for up to an aggregate of ten business days following the Expiration Date if the Minimum Condition is not fulfilled prior to 5:00 p.m. on the Expiration Date. In addition, the Merger Agreement provides that the Purchaser may, in its discretion, extend the Expiration Date to the extent required by applicable law or if any of the conditions of the Offer are not satisfied.

The term "Expiration Date" means 12:00 midnight, Eastern Daylight Saving Time, on Tuesday, September 16, 1997, unless the Purchaser extends the period of time during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Purchaser, will expire.

For purposes of this Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered to the Purchaser as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance for payment of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for validly tendering shareholders for the purpose of receiving payment from the Purchaser and transmitting payment to tendering shareholders. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY THE PURCHASER, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates evidencing such Shares or confirmation of a book-entry transfer of such Shares into the Depositary's account at one of the Book-Entry Transfer Facilities (as defined in the Offer to Purchase), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof), or in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase), and (iii) any other required documents. Accordingly, payment may be made to tendering shareholders at different times if delivery of the Shares and other required documents occur at different times.

Except as otherwise provided below, tenders of Shares pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth below at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Purchaser pursuant to the Offer, may also be withdrawn at any time after October 16, 1997. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of the Offer to Purchase and must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If Share Certificates have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution (as defined in the Offer to Purchase), the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been delivered pursuant to the procedure for book-entry transfer as set forth in Section 2 of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares and otherwise comply with such Book-Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the procedures described in Section 2 of the Offer to Purchase at any time prior to the Expiration Date. All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties.

The information required to be disclosed by Rule 14d-6(e)(1)(vii) of the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Purchaser with the Company's shareholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed to record holders of Shares and furnished to brokers, dealers, banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the shareholder lists or, if

applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

THE OFFER TO PURCHASE AND LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Questions and requests for assistance or for additional copies of the Offer to Purchase and the related Letter of Transmittal and other tender offer materials may be directed to the Dealer Manager or the Information Agent at their respective addresses and telephone numbers as set forth below, and copies will be furnished promptly at Purchaser's expense. No fees or commissions will be paid to brokers, dealers or other persons (other than the Dealer Manager and the Information Agent) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

GEORGESON & COMPANY INC.
Wall Street Plaza
New York, New York 10005
Telephone: (212) 440-9800
or
CALL TOLL FREE: (800) 223-2064

The Dealer Manager for the Offer is:

Smith Barney Inc.
388 Greenwich Street
New York, New York 10013
(212) 816-7527

Exhibit (b)(2)

FIRST AMENDMENT AGREEMENT

First Amendment Agreement made as of the 22nd day of November, 1996, by and among STERIS CORPORATION, an Ohio corporation ("Borrower"), KEYBANK NATIONAL ASSOCIATION (formerly known as Society National Bank), as Agent ("Agent") and the banking institutions listed on Schedule 1 attached hereto and made a part hereof (the "Banks"):

WHEREAS, Borrower, Agent and the Banks are parties to a certain credit agreement dated as of May 13, 1996, as it may from time to time be amended, supplemented or otherwise modified, which provides, among other things, for revolving loans and swing loans aggregating not more than One Hundred Twenty-Five Million Dollars, all upon certain terms and conditions (the "Credit Agreement");

WHEREAS, Borrower, Agent and the Banks desire to amend the Credit Agreement by modifying certain provisions thereof,

WHEREAS, each term used herein shall be defined in accordance with the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable considerations, Borrower, Agent and the Banks agree as follows:

1. The Credit Agreement is hereby amended by deleting the definition of "Guarantor of Payment" contained in ARTICLE I in its entirety and by inserting in place thereof the following:

> "Guarantor of Payment" shall mean any one of AMSCO, Medical & Environmental Designs, Inc., Ecomed, Inc., American Sterilizer Company, AMSCO Sterile Recoveries, Inc., AMSCO International Sales Corporation, HAS, Inc., AMSCO Europe, Inc., AMSCO Asia Pacific, Inc. and AMSCO Latin America, Inc., which are each executing and delivering a Guaranty of Payment, or any other party which shall deliver a Guaranty of Payment to the Agent subsequent to the Closing Date.

2. The Credit Agreement is hereby amended by deleting Section 4.2 thereof in its entirety and by inserting in place thereof the following:

> SECTION 4.2 GUARANTIES OF PAYMENT. Each of AMSCO, Medical & Environmental Designs, Inc., Ecomed, Inc., American Sterilizer Company, AMSCO Sterile Recoveries, Inc., AMSCO International Sales Corporation, HAS, Inc., AMSCO Europe, Inc., AMSCO Asia Pacific, Inc. and AMSCO Latin America, Inc. shall have executed and delivered its Guaranty of Payment to the Agent.

3. The Credit Agreement is hereby amended by deleting Schedule 2 thereof in its entirety and by inserting in place thereof new Schedule 2 in the form of Schedule 2, attached hereto.

4. Borrower hereby represents and warrants to the Agent and the Banks that (a) Borrower has the legal power and authority to execute and deliver this First Amendment Agreement; (b) officials executing this First Amendment Agreement have been duly authorized to execute and deliver the same and bind Borrower with respect to the provisions hereof; (c) the execution and delivery hereof by Borrower and the performance and observance by Borrower of the provisions

hereof do not violate or conflict with the organizational agreements of Borrower or any law applicable to Borrower or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against Borrower; (d) no Possible Default exists under the Credit Agreement, nor will any occur immediately after the execution and delivery of the First Amendment Agreement or by the performance or observance of any provision hereof, (e) neither Borrower nor any Subsidiary has any claim or offset against, or defense or counterclaim to, any of Borrower's or any Subsidiary's obligations or liabilities under the Credit Agreement or any Related Writing, and Borrower and each Subsidiary hereby waives and releases the Agent and each of the Banks from any and all such claims, offsets, defenses and counterclaims of which Borrower and any Subsidiary is aware, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto, and (f) this First Amendment Agreement constitutes a valid and binding obligation of Borrower in every respect, enforceable in accordance with its terms.

5. Each reference that is made in the Credit Agreement or any other writing to the Credit Agreement shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Credit Agreement shall remain in full force and effect and be unaffected hereby.

6. This First Amendment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

7. The rights and obligations of all parties hereto shall be governed by the laws of the State of Ohio.

Address: 5960 Heisley Road
Mentor, OH 44060

STERIS CORPORATION

By: /s/ Bill R. Sanford CEO

Bill R. Sanford, Chairman, President, and Chief Executive Officer

And /s/ Michael A. Keresman, III CFO

Michael A. Keresman, III, Senior Vice President and Chief Financial Officer

Address: Key Tower
127 Public Square
Mailcode: OH-01-27-0611
Cleveland, OH 44114-0611

KEYBANK NATIONAL ASSOCIATION, individually and as Agent

By: /s/ Thomas A. Crandell

Thomas A. Crandell, Assistant Vice President

Address: 600 Superior Avenue Cleveland, OH 44114-2650 Attention: N. Ohio Large Corp. Markets Group, #0149	BANK ONE, COLUMBUS, NA By: /s/ Babette C. Coerdt ----------------------------- Babette C. Coerdt, Vice President and Group Manager
Address: 611 Woodland Avenue Detroit, MI 48226 Attention: Mid-corporate Banking Division	NBD BANK By: /s/ Paul R. DeMelo ----------------------------- Paul R. DeMelo, Vice President
Address: One Cleveland Center 1375 E. 9th St., Ste. 1250 Cleveland, OH 44114 Attention: Corporate Banking	PNC BANK, NATIONAL ASSOCIATION By: /s/ Bryon A. Pike ----------------------------- Bryon A. Pike, Vice President
Attention: Pittsburgh Branch One PPG Place, Ste. 2950 Pittsburgh, PA 15222-5400	ABN AMRO BANK N.V., PITTSBURGH BRANCH By: ABN AMRO North America, Inc., as agent By: /s/ Roy D. Hasbrook ----------------------------- Roy D. Hasbrook, Group Vice President and Director And: /s/ Kathyrn C. Toth ----------------------------- Kathyrn C. Toth, Vice President

The undersigned each consent to the terms hereof.

AMSCO INTERNATIONAL, INC.
MEDICAL & ENVIRONMENTAL DESIGNS, INC.
ECOMED, INC.
AMERICAN STERILIZER COMPANY
AMSCO STERILE RECOVERIES, INC.
AMSCO INTERNATIONAL SALES CORPORATION
HAS, INC.
AMSCO EUROPE, INC.
AMSCO ASIA PACIFIC, INC.
AMSCO LATIN AMERICA, INC.

By: /s/ Bill R. Sanford

Bill R. Sanford, President of each of the Companies listed above

And: /s/ Michael A. Keresman, III CFO

Michael A. Keresman, III, Vice President and Secretary of each of the Companies listed above

SCHEDULE 1

KEYBANK NATIONAL ASSOCIATION,

BANK ONE, COLUMBUS, NA

NBD BANK

PNC BANK, NATIONAL ASSOCIATION

ABN AMRO BANK N.V., PITTSBURGH BRANCH

SCHEDULE 2

INDEBTEDNESS OF BORROWER AND ITS SUBSIDIARIES
EXISTING ON THE CLOSING DATE

AMSCO's 4.5%/6.5% Step-Up Convertible Subordinated Debentures in the principal amount of $ 100 million due October 15, 2002 (the "Debentures") will be subject to redemption within a certain period after the Effective Date. The Borrower anticipates that the proceeds from the Loans will be used, in part, to pay the redemption price of the Debentures put to the Borrower for redemption.

AMSCO International, Inc. was granted a facility by ABN AMRO Bank N.V. in the maximum principal amount of US $10,000,000, pursuant to which AMSCO subsidiaries may borrow from ABN AMRO Bank N. V. and its affiliates upon the guaranty of AMSCO thereof.

AMSCO International, Inc. has guaranteed the following indebtedness of its subsidiaries:

AMSCO Finn-Aqua OY's standby letter of credit with ABN AMRO Bank N.V. (London), in the amount of 100,000 pounds-sterling, issued in favor of United Kingdom customs and duties due September 30, 1996;

Finn-Aqua SA loan from ABN AMRO Bank N.V. (Madrid), in the amount of 65 million Spanish peseta, due November 30, 1995; and

Finn-Aqua Santa Solo Sohlberg loan from ABN AMRO Bank (Deutschland) AG, in the amount of 10 million deutschemarks, due November 30, 1996.

AMSCO International, Inc. also has a standby letter of credit from ABN AMRO Bank N.V., in the amount of $11.5 million issued to Liberty Mutual Life Insurance Co., due April 30, 1997 with a rollover provision if notice is not provided.

American Sterilizer Company has the following leases of capital equipment with outstanding balances:

CAPITAL LEASE	BALANCE DUE @ 3/31/96
CAD Equip. Sch. #02 Fifth Third	15,357.74
CAD Equip. Sch. #15 Fed. Data Corp.	12,275.62
ASPECT CALL SYSTEM Fed. Data. Corp.	140,221.47
	167,854.83

Exhibit (c)(1)

AGREEMENT AND PLAN OF MERGER

DATED AS OF

AUGUST 12, 1997

AMONG

STERIS CORPORATION,

STERIS ACQUISITION CORPORATION,

AND

ISOMEDIX INC.

8/12/97

TABLE OF CONTENTS

ARTICLE I

THE TENDER OFFER AND MERGER.....1

SECTION 1.01. Tender Offer.....1
SECTION 1.02. The Merger.....4
SECTION 1.03. Conversion of Shares.....5
SECTION 1.04. Surrender and Payment.....6
SECTION 1.05. Company Options.....7
SECTION 1.06. Shares of Dissenting Stockholders.....8

ARTICLE II
THE SURVIVING CORPORATION; THE PARENT DIRECTORS.....9

SECTION 2.01. Certificate of Incorporation.....9
SECTION 2.02. Bylaws.....9
SECTION 2.03. Directors and Officers.....9

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY.....9

SECTION 3.01. Corporate Existence and Power.....9
SECTION 3.02. Corporate Authorization.....10
SECTION 3.03. Governmental Authorization.....10
SECTION 3.04. Certificate of Incorporation and Bylaws.....10
SECTION 3.05. Non-Contravention.....10
SECTION 3.06. Capitalization.....11
SECTION 3.07. Subsidiaries.....12
SECTION 3.08. Company SEC Reports.....13
SECTION 3.09. Financial Statements; No Undisclosed Liabilities.....13
SECTION 3.10. Material Contracts.....14
SECTION 3.11. Absence of Certain Changes.....14
SECTION 3.12. Litigation.....15
SECTION 3.13. Permits; Compliance.....15
SECTION 3.14. Product Warranties and Liabilities.....16
SECTION 3.15. ERISA.....16
SECTION 3.16. Labor.....19
SECTION 3.17. Taxes.....19
SECTION 3.18. FDA and Related Matters.....20
SECTION 3.19. Nuclear Regulatory and Related Matters.....22
SECTION 3.20. Intellectual Property Rights.....23
SECTION 3.21. Environmental Protection.....24
SECTION 3.22. Finders and Investment Bankers.....26
SECTION 3.23. Insurance.....26

SECTION 3.24. Indemnification....27
SECTION 3.25. Board Approval and Recommendation....27
SECTION 3.26. Vote Required....28
SECTION 3.27. Opinion of Financial Advisor....28
SECTION 3.28. Company Rights Agreement....28
SECTION 3.29. Takeover Statutes....28
SECTION 3.30. Information Supplied....29
SECTION 3.31. Real and Personal Property....29

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF
THE PARENT AND MERGER SUB....30
SECTION 4.01. Corporate Existence....30
SECTION 4.02. Corporate Authorization....30
SECTION 4.03. Governmental Authorization....31
SECTION 4.04. Non-Contravention....31
SECTION 4.05. Parent SEC Reports....32
SECTION 4.06. Financial Statements; No Undisclosed Liabilities....32
SECTION 4.07. Litigation....32
SECTION 4.08. Vote Required....33
SECTION 4.09. Availability of Funds....33
SECTION 4.10. Information Supplied....33
SECTION 4.11. Certificate of Incorporation and Bylaws....33
SECTION 4.12. Finders and Investment Bankers....34
SECTION 4.13. Board Approval....34
SECTION 4.14. No Prior Activities....34
SECTION 4.15. Fraudulent Conveyance....34

ARTICLE V
COVENANTS OF THE COMPANY....35
SECTION 5.01. Conduct of the Company....35
SECTION 5.02. Access to Information....36
SECTION 5.03. Other Offers....37
SECTION 5.04. Notices of Certain Events....38
SECTION 5.05. Merger Meeting; Proxy Statement....39

ARTICLE VI
COVENANTS OF THE PARENT AND MERGER SUB....40
SECTION 6.01. Director and Officer Liability....40
SECTION 6.02. Employment Agreement....42
SECTION 6.03. Employee Benefits....42
SECTION 6.04. Merger Meeting....42

ARTICLE VII

COVENANTS OF THE PARENT, MERGER SUB, AND THE COMPANY....42
SECTION 7.01. Reasonable Efforts....43
SECTION 7.02. Certain Filings and Consents....43
SECTION 7.03. Public Announcements....43
SECTION 7.04. State Takeover Laws....43

ARTICLE VIII

CONDITIONS TO THE MERGER....44
SECTION 8.01. Conditions to the Obligations of Each Party....44
SECTION 8.02. Conditions to the Obligations of the Parent and Merger Sub....44

ARTICLE IX

TERMINATION....44
SECTION 9.01. Termination....44
SECTION 9.02. Effect of Termination....46

ARTICLE X

MISCELLANEOUS....46
SECTION 10.01. Notices....46
SECTION 10.02. Survival....47
SECTION 10.03. Amendments; No Waivers....47
SECTION 10.04. Fees and Expenses....47
SECTION 10.05. Successors and Assigns....49
SECTION 10.06. Governing Law....49
SECTION 10.07. Counterparts; Effectiveness....49
SECTION 10.08. Entire Agreement....49
SECTION 10.09. Headings....49
SECTION 10.10. Severability....49
SECTION 10.11. Specific Performance....50
SECTION 10.12. "Knowledge" of the Company....50

INDEX OF DEFINED TERMS 52

LIST OF SCHEDULES 54

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of August 12, 1997 (this "Agreement"), is made by and among STERIS CORPORATION, an Ohio corporation (the "Parent"), STERIS ACQUISITION CORPORATION, a Delaware corporation and wholly owned subsidiary of the Parent ("Merger Sub"), and ISOMEDIX INC., a Delaware corporation (the "Company").

In consideration of the respective representations, warranties, and agreements set forth herein, the parties agree as follows:

ARTICLE I
THE TENDER OFFER AND MERGER

SECTION 1.01. Tender Offer

(a) As promptly as practicable, but in no event later than five business days after the public announcement of the execution of this Agreement, Merger Sub will, and the Parent will cause Merger Sub to, offer to purchase (the "Offer") each outstanding share of Common Stock, $0.01 par value (the "Common Stock"), of the Company, including the associated Company Right (as defined in Section 3.06) (together with the Company Right, "Company Stock"), tendered pursuant to the Offer at a price of $20.50 per share, net to the seller in cash, and to cause the Offer to remain open until September 16, 1997 (the "Expiration Date"). The obligations of Merger Sub and the Parent to consummate the Offer and to accept for payment and purchase the Company Stock tendered in the Offer will be subject only to the conditions set forth in Schedule 1.01(a) (Offer Conditions) (the "Offer Conditions"). At the Company's request, Merger Sub will, and the Parent will cause Merger Sub to, extend the expiration date of the Offer from time to time for up to an aggregate of ten business days following the Expiration Date if the condition set forth in clause (1) of the first paragraph of the Offer Conditions is not fulfilled prior to 5:00 p.m. on the Expiration Date. The Parent further agrees that, in the event that it would otherwise be entitled to terminate the Offer at any scheduled expiration thereof due to the failure of one or more of the conditions set forth in paragraphs (a), (b), or (c) of clause (2) of the Offer Conditions to be satisfied or waived and it is reasonably likely that such failure can be cured on or before October 14, 1997, it shall give the Company notice thereof and, at the request of the Company, extend the Offer until the earlier of (1) such time as such condition is or conditions are satisfied or waived and (2) the date chosen by the Company which shall not be later than the earlier of (x) October 14, 1997 or (y) the earliest date on which the Company reasonably believes such condition or conditions will be satisfied; provided that, if such condition or conditions are not satisfied by any date chosen by the Company pursuant to this clause (y), the Company may request further extensions of the Offer not beyond October 14, 1997. Merger Sub will not, and the Parent

will cause Merger Sub not to, decrease the price payable in the Offer, change the form of consideration payable in the Offer, reduce the number of shares of Company Stock subject to the Offer, change the Offer Conditions, impose additional conditions to its obligation to consummate the Offer and to accept for payment and purchase shares of Company Stock tendered in the Offer, or change any other terms of the Offer in a manner adverse to the holders of the Company Stock, except that Merger Sub may extend the Expiration Date to the extent required by applicable law or if the Offer Conditions are not satisfied. Subject to the terms and conditions of the Offer and this Agreement, Merger Sub shall, and the Parent shall cause Merger Sub to, accept for payment, and pay for, all shares of Company Stock validly tendered and not withdrawn pursuant to the Offer that Merger Sub becomes obligated to accept for payment, and pay for, pursuant to the Offer as promptly as practicable after the expiration of the Offer; except that, without the prior written consent of the Company, Merger Sub shall not, and the Parent shall cause Merger Sub not to, accept for payment, or pay for, any shares of Company Stock so tendered unless the Minimum Condition (as defined in the Offer Conditions) shall have been satisfied.

(b) On the date of the commencement of the Offer, Merger Sub and the Parent will file with the Securities and Exchange Commission (the "SEC") their Tender Offer Statement on Schedule 14D-1 (together with all supplements or amendments thereto, and including all exhibits, the "Offer Documents"). Merger Sub and the Parent will give the Company and its counsel a reasonable opportunity to review and comment upon the Offer Documents prior to their being filed with the SEC or disseminated to the Company's stockholders. The Parent and Merger Sub agree that the Offer Documents shall comply as to form in all material respects with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, and the Offer Documents, on the date first published, sent, or given to the Company's stockholders, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by the Parent or Merger Sub with respect to information supplied by the Company or any of its stockholders in writing specifically for inclusion or incorporation by reference in the Offer Documents. Each of the Parent, Merger Sub, and the Company agrees promptly to correct any information provided by it for use in the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect, and the Parent and Merger Sub further agree to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and the other Offer Documents as so corrected to be disseminated to the Company's stockholders, in each case as and to the extent required by applicable federal securities laws. The Parent and Merger Sub agree to provide the Company and its counsel any comments the Parent, Merger Sub, or their counsel may receive from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments.

(c) As promptly as practicable, but in no event later than the date on which the Parent shall have notified the Company that the Offer Documents initially are to be filed with the SEC, the Company will file its Tender Offer Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the Offer (together with all supplements or amendments thereto, and including all exhibits, "Schedule 14D-9"), which shall include a recommendation by the Company's Board of Directors that the Company's stockholders accept the Offer and tender their Company Stock pursuant to the Offer. The Company agrees that the Schedule 14D-9 shall comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder and, on the date filed with the SEC and on the date first published, sent, or given to the Company's stockholders, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation or warranty is made by the Company with respect to information supplied by the Parent or Merger Sub in writing specifically for inclusion in the Schedule 14D-9. Each of the Company, the Parent, and Merger Sub agrees promptly to correct any information provided by it for use in the Schedule 14D-9 if and to the extent that such information shall have become false or misleading in any material respect, and the Company further agrees to take all steps necessary to amend or supplement the Schedule 14D-9 and to cause the Schedule 14D-9 as so amended or supplemented to be filed with the SEC and disseminated to the Company's stockholders, in each case as and to the extent required by applicable federal securities laws. The Parent and its counsel shall be given reasonable opportunity to review and comment upon the Schedule 14D-9 prior to its filing with the SEC or dissemination to stockholders of the Company. The Company agrees to provide the Parent and its counsel any comments the Company or its counsel may receive from the SEC or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments. The Company's Board of Directors has resolved to recommend that the Company's stockholders accept the Offer and tender their Company Stock pursuant to the Offer and has received an opinion from Donaldson Lufkin & Jenrette Securities Corporation ("DLJ") that, as of the date of such opinion, the consideration to be received by the stockholders of the Company pursuant to the Offer and the Merger is fair to such stockholders from a financial point of view.

(d) If requested by the Parent or Merger Sub, the Company will, promptly following the purchase by Merger Sub pursuant to the Offer of that number of shares of Company Stock which, when aggregated with the shares of Company Stock then owned by the Parent and any of its affiliates, represents at least a majority of the shares of Company Stock then outstanding on a fully diluted basis, take all actions necessary to cause persons designated by Merger Sub to become directors of the Company so that the total number of directors so designated equals the product, rounded up to the next whole number, of (i) the total number of directors of the Company multiplied by (ii) the ratio of the number of shares of Company Stock beneficially owned by Merger Sub or its affiliates

at the time of such purchase over the number of shares of Company Stock then outstanding. In furtherance thereof, the Company will take whatever action is necessary, including but not limited to amending the Company's bylaws, to increase the size of its Board of Directors, or use reasonable efforts to secure the resignation of directors, or both, as is necessary to permit that number of Merger Sub's designees to be elected to the Company's Board of Directors; provided that, prior to the Effective Time, the Company's Board of Directors will always have at least two members who are not officers, designees, stockholders, or affiliates of Merger Sub ("Independent Directors"). All of the Independent Directors will be individuals who are currently directors of the Company, except to the extent that no such individuals wish to be directors. The Company's obligations to appoint designees to its Board of Directors will be subject to Section 14(f) of the Exchange Act, and Rule 14f-1 promulgated thereunder. The Parent and Merger Sub will supply to the Company and will be solely responsible for any information with respect to either of them and their nominees, officers, directors, and affiliates required by Section 14(f) and Rule 14f-1. The Company will promptly take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill its obligations under this Section 1.01 and (provided that Merger Sub shall have provided to the Company on a timely basis all information required to be included in the Information Statement with respect to Merger Sub's designees) will include in the Schedule 14D-9 such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1.

(e) Following the election or appointment of Merger Sub's designees pursuant to Section 1.01(d), any amendment to this Agreement, any termination of this Agreement by the Company, any extension by the Company of the time for the performance of any of the obligations of Merger Sub or the Parent under this Agreement, any recommendation to stockholders or any modification or withdrawal of any such recommendation, the retention of counsel and other advisors in connection with the transactions contemplated hereby, or any waiver of any of the Company's rights under this Agreement will require the concurrence of a majority of the Independent Directors, unless no individuals who are currently directors of the Company wish to be directors. In addition, the Independent Directors shall have the right to retain, at the expense of the Company, one separate firm of counsel to represent them in connection with the transactions contemplated hereby.

(f) The parties will cooperate with each other, including by furnishing any necessary information and making any filings required by applicable law, to ensure that the matters contemplated by this Section 1.01 are consummated as promptly as practicable.

SECTION 1.02. The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.02(b)), Merger Sub will be

merged with and into the Company in accordance with the Delaware General Corporation Law ("Delaware Law"). As a result of this merger (the "Merger"), the separate existence of Merger Sub will cease and the Company will be the surviving corporation (the "Surviving Corporation").

(b) As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger set forth in Article VIII, the parties will cause a certificate of merger in such form as is required by, and executed in accordance with, Delaware Law to be duly filed with the Secretary of State of the State of Delaware. The Merger will become effective when the certificate of merger is so filed (the "Effective Time").

(c) From and after the Effective Time, the Merger will have the effects specified in Delaware Law.

(d) The closing of the Merger (the "Closing") will take place (i) at the offices of Thompson Hine & Flory LLP, 3900 Key Center, 127 Public Square, Cleveland, Ohio 44114-1216, at 10:00 a.m. on the first business day following the date on which the last to be fulfilled or waived of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at the Closing) have been satisfied or waived in accordance with this Agreement or (ii) at such other place and time as the parties may agree.

SECTION 1.03. Conversion of Shares.

At the Effective Time:

(a) Each share of Common Stock of Merger Sub (a share of "Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time will be converted into one share of Common Stock of the Surviving Corporation.

(b) Each share of Company Stock issued and outstanding immediately prior to the Effective Time will, except as otherwise provided in Section 1.03(c), be converted, by virtue of the Merger and without any action on the part of the holder thereof, into the right to receive, without interest, an amount in cash equal to the price per share paid in the Offer (the "Merger Consideration"). Subject to Section 1.06, from and after the Effective Time, all shares of Company Stock, by virtue of the Merger and without any action on the part of the holders thereof, will be canceled and retired and cease to exist, and each holder of a certificate representing any shares of Company Stock immediately prior to the Effective Time (a "Stock Certificate") will thereafter cease to have any rights with respect to such shares of Company Stock, except the right to receive the

Merger Consideration therefor upon the surrender of the Stock Certificate in accordance with Section 1.04.

(c) Each outstanding share of Company Stock held by the Company as a treasury share or owned by the Parent, Merger Sub, or any other Subsidiary of the Parent immediately prior to the Effective Time will be canceled, and no payment will be made with respect thereto.

SECTION 1.04. Surrender and Payment.

(a) Prior to the Effective Time, the Parent will appoint a bank or trust company reasonably acceptable to the Company (the "Exchange Agent") for the purpose of exchanging Stock Certificates. The Parent will make available to the Exchange Agent funds in amounts and at the times necessary for the payment of the Merger Consideration in accordance with this Section 1.04 (such cash is referred to as the "Exchange Fund").

(b) Promptly, but in no event more than five business days, after the Effective Time, the Parent will send, or will cause the Exchange Agent to send, to each holder of a Stock Certificate a letter of transmittal and instructions for use in surrendering the Stock Certificates for payment in accordance with this Section 1.04. The agreement with the Exchange Agent will provide that, upon surrender to the Exchange Agent of such Stock Certificates, together with the letter of transmittal, duly executed and completed in accordance with the instructions thereto and such other documents as may be reasonably required by the Exchange Agent, the Exchange Agent shall promptly pay to the persons entitled thereto, out of the Exchange Fund, a check in the amount to which such persons are entitled pursuant to Section 1.03(b), after giving effect to any required tax withholdings, and such Stock Certificate shall forthwith be canceled.

(c) After the Effective Time, Stock Certificates will represent the right, upon surrender thereof to the Exchange Agent, together with a duly executed and properly completed letter of transmittal relating thereto, to receive (i) cash in the amount to which such holder is entitled under Section 1.03 after giving effect to any required tax withholding or (ii) payment from the Surviving Corporation of the "fair value" of such shares of Company Stock as determined under Section 262 of the Delaware Law, subject to the conditions set forth therein and in accordance with Section 1.06 of this Agreement. No interest will be paid or will accrue on such amount.

(d) If any cash is to be paid to a Person other than the registered holder of the Stock Certificates surrendered in exchange therefor, it will be a condition to such payment that the Stock Certificates so surrendered be properly endorsed or otherwise in proper form for transfer and that the Person requesting such payment pay to the Exchange Agent any transfer or other taxes required as a result of such issuance or

establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable. For purposes of this Agreement, "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(e) At and after the Effective Time, the stock transfer books of the Company will be closed, and there will be no further registration of transfers of shares of Company Stock outstanding prior to the Effective Time. If, at or after the Effective Time, Stock Certificates are presented to the Surviving Corporation, they will be canceled and exchanged in accordance with this Article I.

(f) Any cash in the Exchange Fund that remains unclaimed by the holders of shares of Company Stock six months after the Effective Time will be returned to the Parent, upon demand, and any such holder who has not surrendered his shares of Company Stock in accordance with this Section 1.04 prior to that time will thereafter look only to the Parent, as a general creditor thereof, to pay the Merger Consideration to which such holder is entitled. Notwithstanding the foregoing, the Parent will not be liable to any holder of shares of Company Stock for any amount paid to a public official pursuant to applicable abandoned property, escheat, or similar laws.

(g) If any Stock Certificate is lost, stolen, or destroyed, upon the making of an affidavit of that fact by the Person claiming such Stock Certificate to be lost, stolen, or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond in such reasonable amount as the Parent may direct as indemnity against any claim that may be made against it with respect to such Stock Certificate, the Exchange Agent will pay the Merger Consideration payable in respect of such Stock Certificate pursuant to this Agreement.

SECTION 1.05. Company Options.

(a) At the Effective Time, each outstanding option or warrant (a "Company Option") to purchase shares of Company Stock, whether or not exercisable, granted under any employee stock option plan, warrant plan for directors, or incentive plan of the Company (the "Company Option Plans") will be canceled, and in consideration of such cancellation, will be converted into the right to receive, without interest, an amount in cash (the "Cash Payment") equal to the product of (i) the number of shares of Company Stock subject to the Company Option and (ii) the excess of (A) the Merger Consideration over (B) the exercise price per share of the Company Option; provided that, with respect to any Person subject to Section 16 of the Exchange Act, any such amount shall be paid, without interest, as soon as practicable after the first date payment can be made without liability of such Person under Section 16(b) of the Exchange Act. The Parent shall be

entitled to cause the Surviving Corporation to withhold from amounts otherwise payable pursuant to this Section 1.05 any amount required to be withheld under applicable tax laws.

(b) The Company will take such actions as may be necessary so that each employee participating in the Company's employee stock purchase plan (the "ESPP") immediately prior to the Effective Time shall only be entitled to receive an amount in cash equal to the result of multiplying (i) the Merger Consideration by (ii) a fraction, the numerator of which is the accumulated payroll deductions in the employee's account under the ESPP at the Effective Time, and the denominator of which is the purchase price for the "Offering" or the "Purchase Period" (as such terms are defined in the ESPP) in effect immediately prior to the Effective Time.

(c) Each holder of a Company Option, whether or not exercisable, shall have the right, exercisable at any time prior to the expiration of the Offer by written notice to the Company and the Parent, to elect to receive from the Company the Cash Payment, without interest, in exchange for cancellation of such Company Option effective upon the date the Cash Payment is made, provided that, no such holder shall be entitled to receive the Cash Payment pursuant to this Section 1.05(c) unless the Minimum Condition has been met and Merger Sub has purchased shares of Company Stock pursuant to the Offer. Any Cash Payments made pursuant to this Section 1.05(c) shall be made within two business days of the payment for shares of Company Stock pursuant to the Offer.

SECTION 1.06. Shares of Dissenting Stockholders.

Notwithstanding anything in this Agreement to the contrary, any issued and outstanding shares of Company Stock held by a person (a "Dissenting Stockholder") who objects to the Merger and complies with all the provisions of Delaware Law concerning the right of holders of shares of Company Stock to dissent from the Merger and require appraisal of their shares shall not be converted as described in Section 1.03(b), but shall be converted into the right to receive such consideration as may be determined to be due to such Dissenting Stockholder pursuant to Delaware Law. If, after the Effective Time, such Dissenting Stockholder withdraws his demand for appraisal or fails to perfect or otherwise loses his right to appraisal, in any case pursuant to Delaware Law, his shares of Company Stock shall be deemed to be converted as of the Effective Time into the right to receive the Merger Consideration. The Company shall give the Parent (i) prompt notice of any demands for appraisal of shares of Company Stock received by the Company and (ii) the opportunity to participate in all negotiations and proceedings with respect to any such demands. The Company shall not, without the prior written consent of the Parent, make any payment with respect to, or settle, offer to settle, or otherwise negotiate, any such demands.

ARTICLE II
THE SURVIVING CORPORATION; THE PARENT DIRECTORS

SECTION 2.01. Certificate of Incorporation.

Subject to Section 6.01(a), the certificate of incorporation of Merger Sub in effect immediately prior to the Effective Time will be the certificate of incorporation of the Surviving Corporation after the consummation of the Merger until amended in accordance with applicable law.

SECTION 2.02. Bylaws.

Subject to Section 6.01(a), the bylaws of Merger Sub in effect immediately prior to the Effective Time will be the bylaws of the Surviving Corporation after the consummation of the Merger until amended in accordance with applicable law.

SECTION 2.03. Directors and Officers.

From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the directors and officers of Merger Sub immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation after the consummation of the Merger.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent that:

SECTION 3.01. Corporate Existence and Power.

The Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware and, in all material respects, has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as now conducted. For purposes of this Agreement, "Subsidiary" of any Person means (i) any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are, directly or indirectly, owned by such Person, and (ii) any partnership of which such Person is a general partner. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where it is required to be so qualified by reason of the character of the property owned or leased by it or the nature of its activities, except where the failure to be qualified or in good

standing is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect (as defined in the Offer Conditions).

SECTION 3.02. Corporate Authorization.

The execution, delivery, and performance by the Company of this Agreement and the consummation by the Company of the Merger and the other transactions contemplated by this Agreement are within the Company's corporate power and authority and, except for any required approval by the Company's stockholders in connection with the consummation of the Merger, have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution, and delivery hereof by the Parent and Merger Sub, constitutes a legal, valid, and binding agreement of the Company.

SECTION 3.03. Governmental Authorization.

The execution, delivery, and performance by the Company of this Agreement and the consummation by the Company of the Merger and the other transactions contemplated by this Agreement do not require any consent, approval, authorization, or permit of, other action by, or filing with, any governmental body, agency, official, or authority other than (i) as set forth on Section 3.03 of the Disclosure Schedule delivered by the Company to Parent concurrently with the execution and delivery of this Agreement (the "Company Disclosure Schedule"), (ii) the filing of appropriate certificates of merger in accordance with Delaware Law, (iii) the filing and delivery of the Schedule 14D-9, (iv) compliance with applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the Exchange Act, and (v) any such other action or filing where the failure to take the action or to make the filing is not reasonably likely (A) to prevent or materially to delay the consummation of the Offer or the Merger or (B) to have, individually or in the aggregate, a Company Material Adverse Effect.

SECTION 3.04. Certificate of Incorporation and Bylaws.

The Company has heretofore furnished to the Parent and Merger Sub complete and correct copies of the certificate of incorporation and the bylaws or the equivalent organizational documents, in each case as amended or restated as of the date hereof, of the Company and each of its Subsidiaries.

SECTION 3.05. Non-Contravention.

The execution, delivery, and performance by the Company of this Agreement, the purchase of shares of Company Stock by Merger Sub pursuant to the Offer,

and the consummation by the Company of the Merger and the other transactions contemplated by this Agreement do not and will not (i) contravene or conflict with the certificate of incorporation or bylaws of the Company, (ii) assuming compliance with the matters referred to in Section 3.03, contravene, conflict with, or constitute a violation of any provision of any law, rule, regulation, judgment, injunction, order, or decree binding upon or applicable to the Company or any of its Subsidiaries, (iii) constitute a default, give rise to a right of termination, cancellation, or acceleration of any right or obligation of the Company or any of its Subsidiaries, or give rise to a loss of any benefit to which the Company or any of its Subsidiaries is entitled, under any provision of any agreement or other instrument binding upon the Company or any of its Subsidiaries or under any license, franchise, permit, or other similar authorization held by the Company or any of its Subsidiaries, or (iv) result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries, except as set forth in Section 3.05 of the Company Disclosure Schedule and except for any occurrences or results referred to in clauses (ii), (iii), and (iv) that would not be reasonably likely to prevent or delay consummation of the Offer or the Merger or, individually or in the aggregate, to have a Company Material Adverse Effect. For purposes of this Agreement, "Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest, encumbrance, or other right or interest of another to or in, or adverse claim of any kind in respect of, such asset.

SECTION 3.06. Capitalization.

(a) The Company has 16,000,000 authorized shares, consisting of 15,000,000 shares of Common Stock and 1,000,000 shares of Preferred Stock, $1.00 par value, of the Company ("Company Preferred Stock"). As of March 21, 1997, (i) 6,430,298 shares of Company Stock were issued and outstanding, (ii) 1,044,200 shares of Company Stock were reserved for future issuance upon exercise of outstanding Company Options granted pursuant to the Company Option Plans, (iii) 71,022 shares of Company Stock were reserved for future issuance under the ESPP, and (iv) 55,000 shares of Company Preferred Stock were reserved for issuance upon exercise of the rights (the "Company Rights" or, individually, a "Company Right") distributed in connection with the Rights Agreement, dated as of June 10, 1988 and subsequently amended, between the Company and Midlantic National Bank, as Rights Agent (as amended, the "Company Rights Agreement"). As of March 21, 1997, no shares of Company Preferred Stock were issued and outstanding. Except as described in this Section 3.06 or in Section 3.06 of the Company Disclosure Schedule, as of the date of this Agreement, no shares of capital stock of the Company are reserved for issuance for any other purpose. Each of the issued and outstanding shares of Common Stock is duly authorized, validly issued, and fully paid and nonassessable and has not been issued in violation of (nor are any of the authorized shares of Common Stock subject to) any preemptive or similar rights created by statute, the certificate of incorporation or the bylaws of the Company, or any agreement to which the Company is a party or is bound. Each of the issued and outstanding Company Rights is duly authorized and validly issued.

(b) Except as set forth in paragraph (a) of this Section 3.06 or as set forth on Section 3.06 of the Company Disclosure Schedule, there are no options, warrants, or other rights (including registration rights and conversion rights), agreements, arrangements, or commitments to which the Company is a party relating to the issued or unissued capital stock of the Company or obligating the Company to grant, issue, or sell any shares of the capital stock of the Company or other security of the Company. Except as set forth in Section 3.06 of the Company Disclosure Schedule, there are no obligations, contingent or otherwise, of the Company to (i) purchase, redeem, or otherwise acquire any shares of Company Stock, other capital stock of the Company, or capital stock or other equity interests of any Subsidiary of the Company; or (ii) (other than advances to Subsidiaries, and prepayments to other Persons for goods or services, in the ordinary course of business) provide a material amount of funds to, or make any material investment in, or provide any guarantee with respect to the obligations of, any Subsidiary of the Company or any other Person.

(c) Section 3.06 of the Company Disclosure Schedule lists, as of the date indicated, the number of shares of Company Stock subject to outstanding Company Options and the exercise price of each outstanding Company Option. The Company has made available to the Parent and Merger Sub complete and correct copies of the Company Option Plans and all forms of Company Options.

SECTION 3.07. Subsidiaries.

(a) Section 3.07 of the Company Disclosure Schedule sets forth a complete and accurate list of the Subsidiaries of the Company and indicates for each such Subsidiary the jurisdiction of incorporation or organization. Each Subsidiary of the Company is a corporation duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or is a partnership duly constituted under its governing law, in all material respects has the requisite corporate or partnership power and authority to own, lease, and operate its properties and to carry on its business substantially as now conducted, and is duly qualified to do business as a foreign corporation or partnership and is in good standing in each jurisdiction where it is required to be so qualified by reason of the character of the property owned or leased by it or the nature of its activities, except where the failure to be qualified or in good standing is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(b) Except as set forth on Section 3.07 of the Company Disclosure Schedule, all of the outstanding capital stock or other ownership interests in each Subsidiary of the Company is owned by the Company, directly or indirectly, free and clear of any Lien and free and clear of any other limitation or restriction (including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other ownership interests). Except as set forth on Section 3.07 of the Company Disclosure Schedule, there are no outstanding (i) securities of the Company or any of its Subsidiaries

convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in any such Subsidiary of the Company or (ii) options or other rights to acquire from the Company or any of its Subsidiaries, and no other obligation of the Company or any of its Subsidiaries to issue, any capital stock, voting securities, or other ownership interests in, or any securities convertible into or exchangeable for any capital stock, voting securities, or ownership interests in, any such Subsidiary of the Company (the items in clauses (i) and (ii), including capital stock, are collectively referred to as the "Company Subsidiary Securities"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem, or otherwise acquire any outstanding Company Subsidiary Securities.

SECTION 3.08. Company SEC Reports.

Since January 1, 1993, the Company has in all material respects filed all forms, reports, statements, and other documents required to be filed by it with the SEC, including without limitation (i) all Annual Reports on Form 10-K, (ii) all Quarterly Reports on Form 10-Q, (iii) all proxy statements relating to meetings of stockholders (whether annual or special), (iv) all Current Reports on Form 8-K, and (v) all other reports, schedules, registration statements, or other documents required to be filed with the SEC. (All of the documents filed by the Company with the SEC during such period, including all exhibits contained or incorporated by reference in such documents, are collectively referred to as the "Company SEC Reports"). The Company SEC Reports, as amended to date, (x) were prepared in all material respects in accordance with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, as the case may be, and (y) did not at the time they were filed contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

SECTION 3.09. Financial Statements; No Undisclosed Liabilities.

The audited consolidated financial statements and unaudited consolidated interim financial statements (including the related notes and schedules) of the Company and its consolidated Subsidiaries included or incorporated by reference in the Company SEC Reports (the "Company Financial Statements") were prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods reflected therein (except as may be indicated in the notes thereto and except that such unaudited interim financial statements do not contain full footnote disclosure) and fairly present the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended, subject, in the case of any unaudited interim financial statements, to normal year-end adjustments, none of which would be reasonably likely to be, individually or in the aggregate, material in amount. Neither the Company nor its

Subsidiaries have any liabilities, whether accrued, contingent, or otherwise, required by generally accepted accounting principles to be disclosed by the Company in the Company Financial Statements other than (i) liabilities disclosed in the Company Financial Statements, the Company Disclosure Schedule, or the Company SEC Reports, (ii) liabilities for which the Company has made adequate reserves as reflected in the Company Financial Statements, and (iii) liabilities in an aggregate amount that is not material to the Company and its Subsidiaries, taken as a whole.

SECTION 3.10. Material Contracts.

Except as set forth in Section 3.10 of the Company Disclosure Schedule or as disclosed in the Company SEC Reports, neither the Company nor any of its Subsidiaries is a party to, or is bound by (a) any material agreement, indenture, or other instrument relating to the borrowing of money by the Company or any of its Subsidiaries or the guarantee by the Company or any of its Subsidiaries of any such obligation (other than trade payables) or (b) any other contract or agreement or amendment thereto that (i) should be or should have been filed as an exhibit to a Form 10-K filed or to be filed by the Company with the SEC or (ii) places any material restrictions on the right of the Company or any of its Subsidiaries to engage in any material business activity currently conducted (collectively, the "Company Contracts"). Neither the Company nor any of its Subsidiaries is in material default under any Company Contract, and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a material default.

SECTION 3.11. Absence of Certain Changes.

Except as disclosed in Section 3.11 of the Company Disclosure Schedule, since March 31, 1997, (a) the Company and its Subsidiaries have conducted their business in all material respects in the ordinary course consistent with past practices, (b) there has not been any change or development, or combination of changes or developments, in the business, operations, or financial condition of the Company or any of its Subsidiaries which are reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect, (c) there has not been any declaration, setting aside, or payment of any dividend or other distribution with respect to any shares of capital stock of the Company, or any repurchase, redemption, or other acquisition by the Company or any of its Subsidiaries of any outstanding shares of capital stock or other securities of, or other ownership interests in, the Company or any of its Subsidiaries, (d) there has not been any amendment of any term of any outstanding security of the Company or any of its Subsidiaries, (e) there has not been any incurrence, assumption, or guarantee by the Company or any of its Subsidiaries of any indebtedness for borrowed money other than in the ordinary course of business and in amounts and on terms consistent with past practices, (f) there has not been any creation or assumption by the Company or any of its Subsidiaries of any Lien on a material amount of assets (including the sale, pledge, or assignment of a

material amount of receivables) other than in the ordinary course of business consistent with past practices, and (g) there has not been any change in any method of accounting or accounting practice by the Company or any of its Subsidiaries, except for any such change required by reason of a concurrent change in generally accepted accounting principles or to conform a Subsidiary's accounting policies and practices to those of the Company. Furthermore, except as disclosed in Section 3.11 of the Company Disclosure Schedule, or pursuant to agreements, plans, or arrangements disclosed in the Company SEC Reports, or pursuant to immaterial arrangements with one or more employees or groups of employees, since March 31, 1997, there has not been any (i) grant of any severance or termination pay or stay-in-place bonus to any director or officer of the Company or any of its Subsidiaries, (ii) entering into of any employment, deferred compensation, or other similar agreement (or any amendment to any such existing agreement) with any director or officer of the Company or any of its Subsidiaries, (iii) increase in benefits payable under any existing severance or termination pay or stay-in-place bonus policies or agreements with any director or officer of the Company or any of its Subsidiaries, or (iv) increase in compensation, bonus, or other benefits payable to directors or executive officers of the Company or any of its Subsidiaries.

SECTION 3.12. Litigation.

Except as disclosed in Section 3.12 of the Company Disclosure Schedule, (i) there are no material actions, suits, or proceedings pending before, and, to the knowledge of the Company, there is no material pending investigation by, any court or arbitrator or any governmental body, agency, official, or authority against the Company, any of its Subsidiaries, or any of their respective properties, (ii) to the actual knowledge of the Company's corporate management group, there is no material threat of any such action, suit, or proceeding, and (iii) no material judgment, decree, injunction, rule, order, or similar action of any court or arbitrator or any governmental body, agency, official or authority, domestic or foreign, is outstanding against the Company or any of its Subsidiaries.

SECTION 3.13. Permits; Compliance.

Except as is disclosed in Section 3.13 of the Company Disclosure Schedule, the Company and its Subsidiaries are in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals, and orders necessary to own, lease, and operate their properties and to carry on their businesses as they are now being conducted, other than (i) those issued by or otherwise obtained from governmental authorities pursuant to or in connection with any Environmental Law (as hereinafter defined), or any law which is the subject of Section 3.18 or Section 3.19 and (ii) those of which the failure of the Company or the relevant Subsidiary to be in possession is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect (collectively, the "Company Permits"). Except as set forth in Section 3.13 of the Company Disclosure Schedule, neither the Company nor

any of its Subsidiaries is in conflict with, or in default or violation of, (a) any federal, state, or foreign law applicable to the Company or such Subsidiary or by which any of its properties are bound or subject (other than any Environmental Law or any law which is the subject of Section 3.18 or Section 3.19) or (b) any of the Company Permits, other than conflicts, defaults, or violations which are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect. Except as set forth in Section 3.13 of the Company Disclosure Schedule, since January 1, 1993, the Company has not received any notification with respect to possible material conflicts, defaults, or violations of any federal, state, or foreign law applicable to the Company or any of its Subsidiaries or by which any of its or their properties are bound or subject (other than any Environmental Law or any law which is the subject of Section 3.18 or Section 3.19) which have not been cured without any further material liability or obligation.

SECTION 3.14. Product Warranties and Liabilities.

Except as set forth in Section 3.14 of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries knows or has any reason to believe there is any basis for alleging any claim, liability, damage, loss, cost, or expense as a result of any defect or other deficiency (whether of design, materials, workmanship, labeling instructions, or otherwise) ("Product Liability") with respect to any product sold or services rendered by or on behalf of the Company or any of its Subsidiaries prior to the date hereof, whether such Product Liability is incurred by reason of any express warranty (including, without limitation, any warranty of merchantability or fitness), any doctrine of common law (tort, contract or other), any statutory provision, or otherwise and irrespective of whether such Product Liability is covered by insurance, other than Product Liabilities which are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

SECTION 3.15. ERISA.

(a) As used in this Section 3.15, each of the following terms has the indicated meaning:

(i) "Affiliate" of any Person means any other Person that, together with such Person, would be treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended (the "Code").

(ii) "Company Employee Plans" means each "employee benefit plan," as defined in Section 3(3) of ERISA that (A) is subject to any provision of ERISA and (B) is maintained, administered, or contributed to by the Company or any Affiliate (while it is an Affiliate of the Company) and covers any employee or former employee of the Company or any such

Affiliate or under which the Company or any such Affiliate has any liability.

(iii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(iv) "Company Benefit Arrangement" means each employment, severance, welfare, or other similar contract, arrangement, or policy and each plan or arrangement (written or oral) providing for compensation, benefit, bonus, profit-sharing, stock option, or other stock related rights or other forms of incentive or deferred compensation, that (A) is not a Company Employee Plan, (B) is entered into, maintained, or contributed to, as the case may be, by the Company or any of its Affiliates (while it is an Affiliate of the Company), and (C) covers any employee or former employee or director or former director of the Company or any such Affiliate.

(b) The Company has heretofore made available to the Parent, and agrees that it will as soon as practicable after the date of this Agreement furnish the Parent upon the Parent's request with, copies of all Company Employee Plans (and, if applicable, related trust agreements) and all amendments thereto and the most recent Forms 5500 required to be filed with respect thereto, Internal Revenue Service determination letters, and actuarial reports, in each case to the extent applicable.

(c) Section 3.15 of the Company Disclosure Schedule identifies each Company Employee Plan that constitutes a "defined benefit plan" as defined in Section 3(35) of ERISA. Except as set forth on Section 3.15 of the Company Disclosure Schedule, no Company Employee Plan constitutes a "multiemployer plan," as defined in Section 3(37) of ERISA, and no Company Employee Plan is maintained in connection with any trust described in Section 501(c)(9) of the Code. Except as set forth on Section 3.15 of the Company Disclosure Schedule, no Company Employee Plan provides retiree medical or life insurance benefits or is subject to Title IV of ERISA. Neither the Company nor any of its affiliates has incurred any material liability under Title IV of ERISA, including, without limitation, arising in connection with the termination of, or complete or partial withdrawal from, any plan currently or previously covered by Title IV of ERISA, and the Pension Benefit Guarantee Corporation has not instituted proceedings to terminate any such plan nor, to the knowledge of the Company, do any conditions exist that present a material risk of such occurrence. Nothing done or omitted to be done by the Company or any of its Subsidiaries or, to the knowledge of the Company, by any other Person, and no transaction or holding of any asset under or in connection with any Company Employee Plan by the Company or any of its Subsidiaries or, to the knowledge of the Company, by any other Person, has or will make the Company or any of its Subsidiaries or any officer or director of the Company or any of its Subsidiaries subject to any material liability under Title I of

ERISA or for any material tax pursuant to Section 4975 of the Code. With respect to each Company Employee Plan subject to Title IV of ERISA, the Company has made available to the Parent the most recent actuarial report showing the present value of accrued benefits under such plan, based upon the actuarial assumptions used for funding purposes with respect to such plan. No Company Employee Plan or any trust established thereunder has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, as of the last day of the most recent fiscal year of each such plan ended prior to the date hereof; and all contributions required to be made with respect thereto (whether pursuant to the terms of any Company Employee Plan or otherwise) on or prior to the date hereof have been timely made.

(d) Each Company Employee Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has been so qualified during the period from its adoption to date, and each trust forming a part thereof is exempt from tax pursuant to Section 501(a) of the Code, and each Company Employee Plan has been maintained in compliance with its terms and with the requirements of all applicable statutes, orders, final rules, and final regulations, except where the failure to be qualified or to comply is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(e) Section 3.15 of the Company Disclosure Schedule lists each material Company Benefit Arrangement currently in effect provided to any director, executive officer, or employee of the Company or any former director, executive officer, or employee of the Company and sets forth each Company Benefit Arrangement with respect to which benefits will be accelerated or paid as a result of the transactions contemplated by this Agreement. Copies of all written Company Benefit Arrangements and all amendments thereto have heretofore been made available to the Parent, and will promptly be furnished to the Parent upon the Parent's request after the date of this Agreement. Each Company Benefit Arrangement has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules, and regulations that are applicable to such Company Benefit Arrangement, except where the failure to comply is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(f) There are no material pending, or, to the knowledge of the Company, material threats of claims by or on behalf of any Company Employee Plan or Company Benefit Arrangement, by any employee or beneficiary covered under any such plan or arrangement, or otherwise involving any such plan or arrangement other than claims for benefits in the ordinary course.

SECTION 3.16. Labor.

Except as set forth on Section 3.16 of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement respecting its employees, nor is there existing, or to the knowledge of the Company any material threat of, any strike, organized walkout, or other organized work stoppage or labor organizational effort by any employees of the Company or of any of its Subsidiaries.

SECTION 3.17. Taxes.

Except as set forth in Section 3.17 of the Company Disclosure Schedule or in the Company SEC Reports:

(a) The Company and its Subsidiaries have, in all material respects, timely filed all Tax Returns required to be filed by them with any taxing authority with respect to Taxes for all periods heretofore ended, taking into account any extension of time to file granted to or obtained on behalf of the Company and its Subsidiaries;

(b) all Taxes required to be paid prior to the Effective Time have, in all material respects, been duly and timely paid or will be duly and timely paid by the Effective Time;

(c) no material deficiency for any amount of Tax has been asserted or assessed by a taxing authority against the Company or any of its Subsidiaries, except for amounts for which the Company has made an adequate reserve as reflected in the Company Financial Statements;

(d) all liability for Taxes of the Company or any of its Subsidiaries that are or will become due or payable with respect to periods covered by the Company Financial Statements have, in all material respects, been paid or adequately reserved for in the Company Financial Statements to the extent required by generally accepted accounting principles, and all prepaid Taxes and other Tax assets reflected in the Company Financial Statements represent valid accounts determined in accordance with generally accepted accounting principles;

(e) neither the Company nor any of its Subsidiaries is liable for any material amount of Taxes arising out of membership or participation in any consolidated, affiliated, combined, or unitary group in which they were at any time members, other than the group of which the Company is the common parent;

(f) there are no material Liens for Taxes upon the assets of the Company or of any its Subsidiaries other than for Taxes not yet due and payable;

(g) there are no outstanding waivers or comparable consents extending the statute of limitations with respect to any Taxes or Tax Returns of the Company or any of its Subsidiaries;

(h) there are no material audits, claims, actions, suits, or proceedings now pending, nor, to the knowledge of the Company, is there a material threat of any such audits, claims, actions, suits, or proceedings, nor, to the knowledge of the Company, is there any material pending investigation, against or with respect to the Company or any of its Subsidiaries in respect of any Taxes;

(i) neither the Company nor any of its Subsidiaries is a party to any material agreement providing for the allocation or sharing of Taxes; and

(j) there has been no change in the method of accounting utilized by the Company or any of its Subsidiaries that would require a material adjustment to taxable income under Section 481 of the Code.

For purposes of this Agreement, "Taxes" or "Tax" means all federal, state, local, and foreign taxes, levies, and other assessments, including without limitation, all income, excise, property, sales, use, value added, transfer, franchise, profits, withholding, payroll, social security, medicare, or other taxes including any interest, additions to tax, and penalties applicable thereto; and "Tax Return" means any return, declaration, statement, report, schedule, information return, and other document (including any related or supporting information) with respect to Taxes.

SECTION 3.18. FDA and Related Matters.

(a) Section 3.18 of the Company Disclosure Schedule sets forth a complete and accurate list, referencing relevant records and documents, since January 1, 1993, of (i) all Regulatory or Warning Letters, Notices of Adverse Findings, and Section 305 Notices and similar letters or notices issued by the Food and Drug Administration (the "FDA") or any other federal, state, local, or foreign governmental entity that is concerned with the safety, efficacy, reliability, or manufacturing of medical products, including drugs and devices, relating to the conduct of the business of the Company and its Subsidiaries, (ii) all United States Pharmacopoeia product problem reporting program complaints or reports, MedWatch FDA Forms 3500, and device experience network complaints received by the Company or any of its Subsidiaries and all Drug and Medical Device Reports, adverse drug experience reports, and therapeutic failure reports filed by the Company or any of its Subsidiaries, which complaints or reports (A) pertain to any incident involving death, serious injury, or a serious adverse drug experience, and for which incident there has been any (1) notice or follow up inquiry to the Company or any of its Subsidiaries by the FDA, (2) litigation or arbitration claim or cause of action commenced, or (3) notice to any insurance carrier of the Company or any of its Subsidiaries tendering the defense or giving

notice of a possible or actual claim against the Company or any of its Subsidiaries, and (B) are in the aggregate material to the conduct of the business of the Company and its Subsidiaries, (iii) all product recalls and safety alerts conducted by or issued to the Company or any of its Subsidiaries and any requests from the FDA or any other drug and medical device regulatory agency requesting the Company or any of its Subsidiaries to cease to investigate, test, or market any product, which recalls, safety alerts, or requests are in the aggregate material to the conduct of the business of the Company and its Subsidiaries, (iv) any civil penalty actions begun by the FDA or any other drug and medical device regulatory agency against the Company or any of its Subsidiaries and all consent decrees issued with respect to the Company or any of its Subsidiaries, and (v) any other written communications between the FDA or any other drug and medical device regulatory agency, on the one hand, and the Company or any of its Subsidiaries, on the other hand, which communications are in the aggregate material to the conduct of the business of the Company and its Subsidiaries. The Company has delivered to the Parent copies of all documents referred to in Section 3.18 of the Company Disclosure Schedule, as well as copies of all complaints and other information required to be maintained by the Company pursuant to Section 820 of Title 21 of the Code of Federal Regulations ("CFR") or 21 CFR Section 211, to the extent that such complaints or other information relate to events that are, in the aggregate, material to the conduct of the business of the Company and its Subsidiaries.

(b) The Company and its Subsidiaries have obtained all material consents, approvals, certifications, authorizations, and permits of, and have made all filings with, or notifications to, the FDA and all other drug and medical device regulatory agencies pursuant to applicable requirements of all FDA laws, rules, and regulations, and all corresponding state and foreign laws, rules, and regulations applicable to the Company and its Subsidiaries. All representations made by the Company or any of its Subsidiaries in connection with any such consents, approvals, certifications, authorizations, permits, filings, and notifications were true and correct in all material respects at the time such representations were made, and the products of the Company and its Subsidiaries comply with, and perform in accordance with the specifications described in, such representations. The Company and its Subsidiaries are in all material respects in compliance with all applicable FDA laws, rules, and regulations, and all corresponding applicable state and foreign laws, rules, and regulations (including Good Manufacturing Practices, as defined in 21 CFR Parts 210, 211, and 820, Medical Device Reporting requirements, and Adverse Experience Reporting) applicable to the business of the Company. The Company has not received any notice that any of the consents, approvals, certifications, authorizations, registrations, permits, filings, or notifications that it has received or made to operate its business have been or are being revoked or challenged. Except as set forth on Section 3.18 of the Company Disclosure Schedule, to the knowledge of the Company, there are no investigations or inquiries pending, and there is no material threat of any investigation or inquiry, by the FDA or any other drug and medical device regulatory agency relating to the operation of the business of the Company and its Subsidiaries or its compliance with FDA

laws, rules, and regulations, and corresponding state and foreign laws, rules, and regulations, applicable to the business of the Company and its Subsidiaries. None of the matters set forth on Section 3.18 of the Company Disclosure Schedule is reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect.

SECTION 3.19. Nuclear Regulatory and Related Matters.

(a) The Company has in all material respects complied with Nuclear Regulatory Commission ("NRC") regulations set forth in Title 10 of CFR and NRC-issued guidance documents, the authority of "Agreement States" pursuant to 10 CFR Part 150, and applicable state laws and regulations, as well as applicable Department of Labor and Department of Transportation regulations (collectively, "Nuclear Regulations and Laws") in the licensing and operation of each of its facilities. Except as set forth in Section 3.19 of the Company Disclosure Schedule, operation of the facilities now owned or operated by the Company or any of its Subsidiaries is and for as long as such facilities have been owned or operated by the Company or any of its Subsidiaries has been conducted, and the operation of the facilities heretofore owned or operated by the Company or any of its Subsidiaries for as long as such facilities were owned or operated by the Company or any of its Subsidiaries was conducted, in material compliance with applicable health, safety, regulatory, and other legal requirements, including Nuclear Regulations and Laws. Except as set forth in Section 3.19 of the Company Disclosure Schedule:

(i) All facilities now owned or operated by the Company or any of its Subsidiaries are and for as long as such facilities have been owned or operated by the Company or any of its Subsidiaries have been, and all facilities heretofore owned or operated by the Company or any of its Subsidiaries for as long as such facilities were owned or operated by the Company or any of its Subsidiaries were, in material compliance with all applicable Nuclear Regulations and Laws, and the Company and its Subsidiaries operate all such facilities now owned or operated by the Company or any of its Subsidiaries in material compliance with all Nuclear Regulations and Laws.

(ii) The Company has no knowledge of a material violation of or material liability under, nor has it received, any written notices, demand letters, or written requests for information from any governmental entity, including the NRC, state regulatory agencies, or any credible third party indicating that the Company or any of its Subsidiaries is in material violation of or has a material liability under, any Nuclear Regulations and Laws.

(iii) There are no material civil, criminal, or administrative actions, suits, demands, claims, hearings, or proceedings

pending, nor, to the knowledge of the Company, is there a material threat of any such actions, suits, demands, claims, hearings, or proceedings, nor, to the knowledge of the Company, are there any investigations or inspections pending, against the Company or any of its Subsidiaries with respect to any violation or alleged violation of, or liability or alleged liability for, any Nuclear Regulations and Laws.

(iv) All required reports have been filed by the Company and its Subsidiaries with each applicable government agency under the requirements of any Nuclear Regulations and Laws, and all such reports are in all material respects true, accurate, and complete and comply in all material respects with the requirements of Nuclear Regulations and Laws.

(v) Neither the Company nor any of its Subsidiaries has incurred any material liabilities (fixed or contingent) relating to any suit, settlement, court order, administrative order, judgment, or claim asserted or arising under any Nuclear Regulations and Laws.

(vi) To the knowledge of the Company, neither the Company nor any of its Subsidiaries has violated any Nuclear Regulations and Laws with respect to contamination of property and environs above background radiation levels, except for contamination which has been cured and for which neither the Company nor any of its Subsidiaries has any further material liability or obligation, or with respect to permissible levels of radiation exposure of workers and other personnel.

(vii) The Company has documented and is aware of the location of all disposals pursuant to 10 CFR Part 20.

(b) All permits, registrations, notifications, and licenses required under any Nuclear Regulations and Laws for the Company and its Subsidiaries and their facilities are held by the Company and its Subsidiaries and are in full force and effect, and the Company and its Subsidiaries are in compliance therewith in all material respects.

SECTION 3.20. Intellectual Property Rights.

(a) Section 3.20 of the Company Disclosure Schedule lists each of the following items that are, individually or in the aggregate, material to the business of the Company and its Subsidiaries: (i) patents and applications therefor, registrations of trademarks (including service marks) and applications therefor, and registrations of copyrights and applications therefor that are owned by the Company or any of its Subsidiaries, (ii) unexpired licenses relating to Intellectual Property Rights (as defined in paragraph (d) of this Section 3.20) that have been granted to or by the Company or any of

its Subsidiaries, and (iii) other agreements relating to Intellectual Property Rights (as defined below).

(b) Except as set forth in Section 3.20 of the Company Disclosure Schedule, the Company and its Subsidiaries collectively own or have the right to use all of the Intellectual Property Rights that are, individually or in the aggregate, material to the conduct of the business of the Company and its Subsidiaries. Except as set forth in Section 3.20 of the Company Disclosure Schedule, such ownership and right to use are free and clear of all Liens, claims, and rights to use of third parties that are reasonably likely to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries. The Company and its Subsidiaries have the right to license to others all Intellectual Property Rights owned by them.

(c) The Company has no knowledge of any material allegations or claims that any product or process manufactured, used, sold, or under development by or for the Company or its Subsidiaries infringes on the Intellectual Property Rights of any third party. Neither the Company nor any of its Subsidiaries has knowledge of any material challenge to the validity, ownership, or right to use or license by the Company of any of the Intellectual Property Rights owned, used, or licensed by the Company.

(d) As used in this Agreement, the term "Intellectual Property Rights" includes patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, and proprietary trade names, publication rights, computer programs (including source codes and object codes), inventions, know how, trade secrets, technology, processes, and formulae.

SECTION 3.21. Environmental Protection.

(a) As used in this Agreement, each of the following terms has the indicated meaning:

(i) "Company Real Property" means the real property now or formerly owned or leased by the Company or any of its Subsidiaries, except as otherwise expressly limited where the term is used.

(ii) "Environmental Law" means federal, state, local, or foreign laws, statutes, rules, regulations, and ordinances relating to the protection of the environment.

(iii) "Hazardous Material" means any hazardous, toxic, or dangerous substance defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or any other Environmental Law.

(b) Except as set forth on Section 3.21 of the Company Disclosure Schedule:

(i) The Company and each of its Subsidiaries is and has been in material compliance with all applicable Environmental Laws, except for any such non-compliance which has been cured and for which neither the Company nor any of its Subsidiaries has any further material liability or obligation.

(ii) The Company has not treated, stored, disposed of, or released any Hazardous Material on Company Real Property in material violation of any applicable Environmental Laws, and, to the knowledge of the Company, none of the conditions at the Company Real Property is reasonably likely to give rise to any material remedial obligation of the Company or any of its Subsidiaries under any Environmental Laws.

(iii) Neither the Company nor any of its Subsidiaries has received any written notices, demand letters, or written requests for information from any governmental body, agency, official, or authority or from any third party indicating that the Company or any of its Subsidiaries is in material violation of, or liable in a material amount to any Person under, any Environmental Law, except for any such violation which has been cured and for which neither the Company nor any of its Subsidiaries has any further material liability or obligation.

(iv) There are no actions, suits, or proceedings pending, and, to the knowledge of the Company, there is no material threat of any actions, suits, or proceedings, and, to the knowledge of the Company, there are no investigations pending, against the Company or any of its Subsidiaries or involving any of the presently owned or leased Company Real Property before any court or arbitrator or any governmental body, agency, official, or authority relating to any material violation, or alleged material violation, by the Company or any of its Subsidiaries of any Environmental Law or relating to the contamination of any such Company Real Property.

(v) There are no underground storage tanks on any presently owned or leased Company Real Property, and no underground storage tanks have been closed or removed from any Company Real Property while the Company Real Property was owned or leased by the Company or any of its Subsidiaries, the closure or removal of which is reasonably likely to give rise to a material liability of the Company or any of its Subsidiaries under any Environmental Law.

(vi) None of the Company, any of its Subsidiaries, or any of the presently owned or leased Company Real Property is currently subject to, any material liabilities, fixed or contingent, relating to any suit, settlement, court order, administrative order, judgment, or claim asserted under any Environmental Law.

(vii) The Company and its Subsidiaries have made available to the Parent (A) all studies, reports, and similar documents that have been generated by third-party consultants, internal compliance reports of the Company or any of its Subsidiaries, and material documents filed by the Company or any of its Subsidiaries with any governmental agency, relating to environmental matters at any Company Real Property, and (B) all other material documents relating to any actual or potential material contamination of Company Real Property. The Company has furnished the Parent with copies of any such studies, reports, and documents indicating that the conditions at any of the Company Real Property are reasonably likely to give rise to a material remedial obligation or other material liability of the Company or any of its Subsidiaries under any Environmental Laws.

(viii) The Company and its Subsidiaries have all material permits required by applicable Environmental Laws and are in all material respects in compliance with the provisions of all such permits.

(ix) Neither the Company nor any of its Subsidiaries has any material obligation to any third party with respect to any previously owned, or presently or previously leased, Company Real Property relating to the remediation of any contamination under any Environmental Laws.

(c) Neither the Company nor any of its Subsidiaries has received written notice from any Person that any part of the Company Real Property has been or is listed as a site containing Hazardous Material requiring remediation under CERCLA or any other Environmental Law.

SECTION 3.22. Finders and Investment Bankers.

Except as set forth in Section 3.22 of the Company Disclosure Schedule, no investment banker, broker, finder, or other similar intermediary has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement. The Company has provided the Parent with a copy of the engagement letter, as amended to date, with DLJ. DLJ's fees will be paid by the Company.

SECTION 3.23. Insurance.

Section 3.23 of the Company Disclosure Schedule lists, and the Company has made available to the Parent or its representatives for review current and complete copies of, all insurance policies, binders, and surety and fidelity bonds relating to the Company and its Subsidiaries (including, without limitation, all policies or binders of casualty, general liability, and workers' compensation, but excluding the owner's and lessee's policies of title insurance referred to in Section 3.31(h)), all of which are currently in force and effect. All premiums and other amounts due and payable under each such policy, binder, and bond have been paid. Neither the Company nor any of its Subsidiaries is in default with respect to any material provision contained in any such policy, binder, or bond and has not failed to give any notice of or present any material claim thereunder as required under the terms of the policy. Except for claims set forth on Section 3.23 of the Company Disclosure Schedule, there are no outstanding unpaid claims under any such policy, binder, or bond, and neither the Company nor any of its Subsidiaries has received any written notice of cancellation or non-renewal of any such policy, binder, or bond. Except as set forth on Section 3.23 of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries has received any written notice from any of its insurance carriers that any insurance premiums paid by it will be materially increased in the future as a result of the claims experience of the Company or such Subsidiary.

SECTION 3.24. Indemnification.

Except as set forth in the certificate of incorporation and bylaws of the Company or its Subsidiaries or as disclosed in the Company SEC Reports or on Section 3.24 of the Company Disclosure Schedule, (a) neither the Company nor any of its Subsidiaries is a party to any indemnification agreement with any of its present or former directors, officers, employees, agents, or other persons who serve in any similar capacity with any other enterprise at the request of the Company or of any of its Subsidiaries, and (b) to the knowledge of the Company, there are no material pending claims or material threats of claims for which any such person would be entitled to indemnification under Section 6.01 if such provisions were deemed to be in effect.

SECTION 3.25. Board Approval and Recommendation.

Prior to the execution of this Agreement, the Board of Directors of the Company, at a meeting duly called and held, unanimously (a) determined that this Agreement and the transactions contemplated hereby, including the Merger and the Offer, are fair to the stockholders of the Company, (b) approved this Agreement and the transactions contemplated hereby, including the Merger and the Offer, and (c) recommended that the Company's stockholders tender their shares of Company Stock pursuant to the Offer and, if applicable, approve this Agreement and the transactions contemplated herein, including the Merger.

SECTION 3.26. Vote Required.

The only vote of the holders of any class or series of capital stock of the Company necessary to approve the Merger is the affirmative vote of the holders of a majority of the outstanding shares of Company Stock. No such vote by the holders of any class or series of capital stock of the Company will be necessary if at the Effective Time Merger Sub owns at least 90% of the shares of Company Stock outstanding at the Effective Time. There is no vote of the holders of any class or series of capital stock of the Company necessary in order for Merger Sub to commence and consummate the Offer.

SECTION 3.27. Opinion of Financial Advisor.

The Company has received the opinion of DLJ to the effect that, as of the date of such opinion, the consideration to be received by the stockholders of the Company pursuant to the Offer and the Merger is fair to such stockholders from a financial point of view.

SECTION 3.28. Company Rights Agreement.

Neither the Parent nor any of its Affiliates or associates is an "Acquiring Person" (as defined in the Company Rights Agreement) and there has not been a "Shares Acquisition Date" or a "Distribution Date" (as defined in the Company Rights Agreement) under the Company Rights Agreement. The Company has amended the Company Rights Agreement to provide that (i) the execution, delivery, and performance of this Agreement, the purchase of shares of Company Stock pursuant to the Offer, and the consummation of the Merger and the other transactions contemplated by this Agreement will not (A) cause the Parent or any of its Affiliates or associates to become an "Acquiring Person" (as defined in the Company Rights Agreement) or (B) otherwise cause a "Shares Acquisition Date" or "Distribution Date" (as defined in the Company Rights Agreement) to occur and (ii) upon purchase of shares of Company Stock pursuant to the Offer, the Rights (as defined in the Company Rights Agreement) will no longer be exercisable, and the former holders of the Rights will not have any claims or rights thereunder. The Company has filed with the SEC and made available to the Parent a true and correct copy of the Company Rights Agreement, as amended through the date hereof.

SECTION 3.29. Takeover Statutes.

The Board of Directors of the Company has expressly approved the acquisition of shares of Company Stock by Merger Sub pursuant to the Offer and the Merger for purposes of Section 203 of the Delaware Law and Article Fourteenth of the Company's certificate of incorporation. Except for Section 203 and Article Fourteenth, no "fair price," "moratorium," or other similar antitakeover statute or provision enacted under

Delaware Law is applicable to the Offer, the Merger, or the other transactions contemplated hereby.

SECTION 3.30. Information Supplied.

None of the information that is included in the Offer Documents in reliance upon and in conformity with written information furnished to the Parent by the Company specifically for use in the Offer Documents will, at the time such information is furnished to the Parent, contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Schedule 14D-9, at the time the Schedule 14D-9 or any amendment thereto is filed with the SEC, will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; except that, the foregoing does not apply to the extent that any such untrue statement of a material fact or omission to state a material fact was or is made by the Company in reliance upon and in conformity with written information furnished to the Company by Merger Sub or the Parent specifically for use in the Schedule 14D-9.

SECTION 3.31. Real and Personal Property

(a) For purposes of this Section 3.31, "Permitted Lien" means any (A) Lien that does not materially interfere with the use of, or materially diminish the value of, the property subject thereto and (B) capital lease obligation entered into in the ordinary course of business.

(b) Section 3.31 of the Company Disclosure Schedule lists all of the real property owned (the "Owned Real Property") or leased (the "Leased Real Property") by the Company or any of its Subsidiaries.

(c) Except as set forth in Section 3.31 of the Company Disclosure Schedule, the Company has (i) good and valid fee simple title to the Owned Real Property, (ii) good and valid title to all of the tangible personal property recorded as an asset in the Company Financial Statements as of March 31, 1997, and not disposed of since that date in the ordinary course of business, and (iii) a valid and subsisting leasehold interest in the Leased Real Property, that, in the case of each of clauses (i), (ii), and (iii) above, is free and clear of any Lien other than Permitted Liens

(d) The buildings and other improvements comprising the gamma, ethylene oxide, and electron beam facilities of the Company and its Subsidiaries, and, to the knowledge of the Company, all other facilities owned or leased by the Company or any of its Subsidiaries, are in reasonably good condition, normal wear and tear excepted,

and are suitable for their present purposes. To the knowledge of the Company, none of the buildings or improvements owned or leased by the Company or any of its Subsidiaries is subject to any material structural defect.

(e) The primary business operations currently conducted on the Owned Real Property and the Leased Real Property are not in violation of applicable zoning laws and regulations, except for violations that are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(f) The buildings and other structures located on the Owned Real Property do not encroach on real property of another Person, and no building or structure of any other Person encroaches on any of the Owned Real Property, except for encroachments that are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(g) The buildings and structures on the Owned Real Property have direct vehicular access (or indirect vehicular access through valid and enforceable easements) to public roads and all appropriate utilities necessary for the conduct of the business thereon as it is presently conducted.

(h) The Company has made available to the Parent all owner's policies of title insurance as to Owned Real Property, lessee's policies of title insurance as to Leased Real Property (if any), and related surveys that are in its possession.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PARENT AND MERGER SUB

The Parent and Merger Sub jointly and severally represent and warrant to the Company that:

SECTION 4.01. Corporate Existence.

The Parent and Merger Sub are corporations duly incorporated, validly existing, and in good standing under the laws of the State of Ohio and Delaware, respectively.

SECTION 4.02. Corporate Authorization.

The execution, delivery, and performance by the Parent and Merger Sub of this Agreement, the purchase by Merger Sub of shares of Company Stock pursuant to the Offer, and the consummation of the Merger and the other transactions contemplated

hereby by the Parent and Merger Sub are within their respective corporate power and authority and have been duly authorized by all necessary corporate action on the part of the Parent and Merger Sub, respectively. This Agreement has been duly executed and delivered by the Parent and Merger Sub and, assuming the due authorization, execution, and delivery hereof by the Company, constitutes a legal, valid, and binding agreement of the Parent and Merger Sub.

SECTION 4.03. Governmental Authorization.

The execution, delivery, and performance by the Parent and Merger Sub of this Agreement, the purchase of shares of Company Stock by Merger Sub pursuant to the Offer, and the consummation of the Merger and the other transactions contemplated hereby by the Parent and Merger Sub do not require any material consent, approval, authorization, or permit of, other action by, or filing with, any governmental body, agency, official, or authority other than (i) as set forth on Section 4.03 of the Disclosure Schedule delivered by the Parent to the Company concurrently with the execution and delivery of this Agreement (the "Parent Disclosure Schedule"), (ii) the filing of appropriate certificates of merger in accordance with Delaware Law, (iii) the filing and delivery of the Offer Documents, and (iv) compliance with applicable requirements of the HSR Act and the Exchange Act, except where the failure of any such action to be taken or filing to be made is not reasonably likely to prevent or delay consummation of the Offer or the Merger.

SECTION 4.04. Non-Contravention.

The execution, delivery, and performance by the Parent and Merger Sub of this Agreement, the purchase by Merger Sub of the shares of Company Stock pursuant to the Offer, and the consummation of the Merger and the other transactions contemplated hereby by the Parent and Merger Sub do not and will not (i) contravene or conflict with the articles of incorporation or code of regulations of the Parent or the certificate of incorporation or bylaws of Merger Sub, (ii) assuming compliance with the matters referred to in Section 4.03, materially contravene, conflict with, or constitute a violation of any provision of any law, rule, regulation, judgment, injunction, order, or decree binding upon or applicable to the Parent, Merger Sub, or any of their Subsidiaries, (iii) constitute a material default, give rise to a right of termination, cancellation, or acceleration of any material right or obligation of the Parent, Merger Sub, or any of their Subsidiaries, or give rise to a loss of any material benefit to which the Parent, Merger Sub, or any of their Subsidiaries is entitled, under any provision of any agreement or other instrument binding upon the Parent, Merger Sub, or any of their Subsidiaries or any license, franchise, permit, or other similar authorization held by the Parent, Merger Sub, or any of their Subsidiaries, or (iv) result in the creation or imposition of any material Lien on any asset of the Parent, Merger Sub, or any of their Subsidiaries.

SECTION 4.05. Parent SEC Reports.

Since January 1, 1993, the Parent has, in all material respects, filed all forms, reports, statements, and other documents required to be filed by it with the SEC, including without limitation (1) all Annual Reports on Form 10-K, (2) all Quarterly Reports on Form 10-Q, (3) all proxy statements relating to meetings of stockholders (whether annual or special), (4) all Current Reports on Form 8-K, and (5) all other reports, schedules, registration statements, or other documents required to be filed with the SEC. (All of the documents filed by the Parent with the SEC during such period, including all exhibits contained or incorporated by reference in such documents, are collectively referred to as the "Parent SEC Reports"). The Parent SEC Reports (x) were prepared in all material respects in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and (y) did not at the time they were filed contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

SECTION 4.06. Financial Statements; No Undisclosed Liabilities.

The audited consolidated financial statements and unaudited consolidated interim financial statements (including the related notes and schedules) of the Parent and its consolidated Subsidiaries included or incorporated by reference in the Parent SEC Reports (the "Parent Financial Statements") were prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods reflected therein (except as may be indicated in the notes thereto) and fairly present the consolidated financial position of the Parent and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended, subject, in the case of any unaudited interim financial statements, to normal year-end adjustments, none of which is, individually or in the aggregate, reasonably likely to have a material adverse effect. Neither the Parent, Merger Sub, nor any of their Subsidiaries has any liabilities, whether accrued, contingent, or otherwise, required by generally accepted accounting principles to be disclosed by the Parent in the Parent Financial Statements other than (i) liabilities disclosed in the Parent Financial Statements, the Parent Disclosure Schedule, or the Parent SEC Reports, (ii) liabilities for which the Parent has made adequate reserves as reflected in the Parent Financial Statements, and (iii) liabilities in an aggregate amount that is not material to the Parent, Merger Sub, and their Subsidiaries, taken as a whole.

SECTION 4.07. Litigation.

There are no material actions, suits, or proceedings pending before, or, to the knowledge of the Parent, any pending investigation by, any court or arbitrator or any governmental body, agency, official, or authority against the Company, any of its

Subsidiaries, or any of their respective properties that seek to restrain or prohibit the consummation of the Offer or the Merger. To the knowledge of the Parent, there is no material threat of any such action, suit, or proceeding.

SECTION 4.08. Vote Required.

No vote of the holders of any class or series of capital stock of the Parent is necessary to approve the purchase of shares of Company Stock pursuant to the Offer or the Merger. The Merger has been approved by the affirmative vote of the holder of all of the outstanding shares of Merger Sub Common Stock, and no other vote of the holders of any class or series of capital stock of Merger Sub is necessary in order for Merger Sub to consummate the Merger and to commence and consummate the Offer.

SECTION 4.09. Availability of Funds.

The Parent and Merger Sub have available to them, and shall maintain the availability of, sufficient funds to enable them to consummate the transactions contemplated by this Agreement.

SECTION 4.10. Information Supplied.

None of the information that is included in the Schedule 14D-9 in reliance upon and in conformity with written information furnished to the Company by the Parent or Merger Sub specifically for use in the Offer Documents will, at the time such information is furnished to the Company, contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Offer Documents, at the time they or any amendments thereto are filed with the SEC or on the date first published, sent, or given to the Company's stockholders, will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; except that, the foregoing does not apply to the extent that any such untrue statement of a material fact or omission to state a material fact was or is made by the Parent or Merger Sub in reliance upon and in conformity with written information furnished to the Parent or Merger Sub by the Company specifically for use in the Offer Documents.

SECTION 4.11. Certificate of Incorporation and Bylaws.

The Parent and Merger Sub have heretofore furnished to the Company complete and correct copies of the Articles of Incorporation and Code of Regulations of the Parent and the certificate of incorporation and bylaws of Merger Sub, in each case as amended or restated as of the date hereof.

SECTION 4.12. Finders and Investment Bankers.

Except as set forth in Section 4.12 of the Parent Disclosure Schedule, no investment banker, broker, finder, or other similar intermediary has been retained by or is authorized to act on behalf of the Parent, Merger Sub, or any of their Subsidiaries who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement. The Parent has provided the Company with a copy of the engagement letter, as amended to date, with Smith Barney Inc. Smith Barney Inc.'s fees will be paid by the Parent.

SECTION 4.13. Board Approval.

Prior to the execution of this Agreement, each of the Boards of Directors of the Parent and Merger Sub has approved this Agreement and the transactions contemplated hereby, including the Merger and the Offer.

SECTION 4.14. No Prior Activities.

Merger Sub has not incurred nor will it incur, directly or indirectly, any liabilities or obligations, except those incurred in connection with its incorporation or with the negotiation of this Agreement and the consummation of the transactions contemplated hereby. Merger Sub has not engaged, directly or indirectly, in any business or activity of any type or kind, or entered into any agreement or arrangement with any Person, and is not subject to or bound by any obligation or undertaking, that is not contemplated by or in connection with this Agreement and the transactions contemplated hereby.

SECTION 4.15. Fraudulent Conveyance.

Assuming the accuracy of the representations and warranties of the Company in this Agreement, the Parent has no reason to believe that the financing to be provided to the Parent to effect the Offer and the Merger will cause (i) the fair salable value of the Surviving Corporation's assets to be less than the total amount of its existing liabilities, (ii) the fair salable value of the assets of the Surviving Corporation to be less than the amount that will be required to pay its probable liabilities on its existing debts as they mature, (iii) the Surviving Corporation not to be able to pay its existing debts as they mature, or (iv) the Surviving Corporation to have an unreasonably small capital with which to engage in its business.

ARTICLE V
COVENANTS OF THE COMPANY

The Company agrees that:

SECTION 5.01. Conduct of the Company.

Except as contemplated or permitted by this Agreement or as disclosed on Schedule 5.01 (Company Conduct), or as otherwise approved in writing by the Parent, from the date of this Agreement until the time that the designees of Merger Sub have been appointed to the Board of Directors of the Company in accordance with Section 1.01(d) hereof, the Company will, and will cause its Subsidiaries to, conduct their respective businesses in the ordinary course consistent with past practice. Subject to the foregoing exceptions, from the date hereof until the time that the designees of Merger Sub have been appointed to the Board of Directors of the Company in accordance with Section 1.01(d) hereof:

(a) the Company will not adopt or approve any change or amendment in its certificate of incorporation or bylaws;

(b) the Company will not, and will not permit any of its Subsidiaries to, merge, consolidate, or enter into a share exchange with any other Person, acquire any material stock or any material amount of assets of any other Person, sell, lease, license, mortgage, pledge, or otherwise dispose of any material assets, except (i) in the ordinary course consistent with past practice or (ii) transfers between the Company and/or its wholly owned Subsidiaries;

(c) the Company will not declare, set aside, or pay any dividends or make any distributions in respect of shares of Company Stock;

(d) the Company will not, and will not permit any of its Subsidiaries to, (i) issue, deliver, sell, encumber, or authorize or propose the issuance, delivery, sale, or encumbrance of, any capital stock or other securities of the Company or any Company Subsidiary Securities, other than (A) pursuant to the Company Rights Agreement (as amended pursuant to Section 3.28) and (B) the issuance of shares of Company Stock pursuant to the ESPP or upon the exercise of Company Options granted prior to the date hereof, (ii) split, combine, or reclassify any shares of Company Stock or Company Subsidiary Securities, (iii) repurchase, redeem, or otherwise acquire any capital stock or other voting securities of the Company or any voting Company Subsidiary Securities, or (iv) amend the terms of any outstanding voting securities;

(e) the Company will not, without the prior written consent of the Parent, which consent shall not be unreasonably withheld or delayed, make any

commitment or enter into any contract or agreement that, individually or in the aggregate, is reasonably likely to be material to the Company and its Subsidiaries taken as a whole except in the ordinary course of business consistent with past practices;

(f) except to the extent required by law or by existing written agreements or plans disclosed in the Company SEC Reports or in the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries will increase in any manner the compensation or fringe benefits of any of its directors or officers (other than increases in the ordinary course of business in the compensation or fringe benefits of any officers who are not executive officers), pay any pension or retirement allowance to any such directors or officers, become a party to, amend, or commit itself to any pension, retirement, profit-sharing, welfare benefit plan, or employment agreement with or for the benefit of any such director or officer, grant any severance or termination pay or stay-in-place bonus to any such director or officer, or increase the benefits payable under any existing severance or termination pay or stay-in-place bonus policies;

(g) the Company will not, and will not permit any of its Subsidiaries to, make any material Tax election or settle or compromise any material federal, state, local, or foreign Tax liability; and

(h) the Company will not agree to do any of the foregoing.

SECTION 5.02. Access to Information.

From the date hereof until the Effective Time or earlier termination of this Agreement, the Company will, upon reasonable notice, give the Parent, its counsel, financial advisors, auditors, and other authorized representatives reasonable access during regular business hours to the offices, properties, books, and records of the Company and its Subsidiaries, and will furnish to the Parent, its counsel, financial advisors, auditors, and other authorized representatives such financial and operating data and other information as such Persons may reasonably request, for the purpose of evaluating changes in the financial condition, results of operations, or business of the Company and its Subsidiaries after the date of this Agreement, and will instruct the Company's employees, counsel, and financial advisors to cooperate with the Parent in its evaluation. If, after the date of this Agreement, (i) the Parent becomes aware of information not disclosed to, or otherwise in the possession of, the Parent or its representatives prior to the execution and delivery of this Agreement, and (ii) on the basis of such information, the Parent reasonably concludes that conditions at any of the Company Real Property currently owned or leased by the Company or any of its Subsidiaries might give rise to a material remedial obligation or other material liability of the Company or any of its Subsidiaries under any Environmental Laws, the Company will also, upon reasonable notice, give the Parent and its authorized representatives reasonable access during regular business hours to such Company Real Property for the purpose of taking surface wipes, making measurements, or conducting other non-invasive

measurement procedures to determine whether any such conditions or liability exists and, if so, to determine the extent thereof. All information provided to, or obtained by, the Parent or Merger Sub in connection with the transactions contemplated hereby will be "Evaluation Material" for purposes of the confidentiality agreement, dated June 6, 1997, between the Parent and the Company (the "Confidentiality Agreement").

SECTION 5.03. Other Offers.

(a) From the date hereof until the Effective Time or the earlier termination of this Agreement, the Company will not, and will use its best efforts to cause its Subsidiaries and the officers, directors, employees, and agents of the Company and its Subsidiaries not to, directly or indirectly, (i) take any action to solicit, to initiate, or knowingly to encourage any Company Acquisition Proposal (as defined below), (ii) take any action knowingly to facilitate (including, without limitation, amending the Company Rights Agreement or redeeming the rights issued thereunder) any Company Acquisition Proposal, (iii) engage or participate in discussions or negotiations, or enter into agreements, with any Person with respect to a Company Acquisition Proposal, or (iv) in connection with a Company Acquisition Proposal, disclose any nonpublic information relating to the Company or any of its Subsidiaries or afford access to the properties, books, or records of the Company or any of its Subsidiaries to any Person, except that the Company may take action described in clause (ii), (iii), or (iv) if (A) such action is taken in connection with an unsolicited Company Acquisition Proposal, (B) the failure to take such action would not be consistent with the fiduciary duties of the Board of Directors under applicable law (as advised by legal counsel to the Company), and (C) in the case of the disclosure of nonpublic information relating to the Company or any of its Subsidiaries in connection with a Company Acquisition Proposal, such information is covered by a confidentiality agreement that provides substantially the same protection to the Company as is afforded by the Confidentiality Agreement. The Company will promptly notify the Parent orally and in writing of any Company Acquisition Proposal or any inquiries with respect thereto. Any such written notification will include the identity of the Person making such inquiry or Company Acquisition Proposal and a description of the material terms of such Company Acquisition Proposal (or the nature of the inquiry) and will indicate whether the Company is providing or intends to provide the person making the Company Acquisition Proposal with access to nonpublic information relating to the Company or any of its Subsidiaries. For purposes of this Agreement, "Company Acquisition Proposal" means any good faith offer or proposal for (x) a merger or other business combination involving the Company or any of its Subsidiaries and any Person (other than the Parent, Merger Sub, or any other Subsidiary of either the Parent or Merger Sub), (y) an acquisition by any Person (other than the Parent, Merger Sub, or any other Subsidiary of either the Parent or Merger Sub) of assets or earning power of the Company or any of its Subsidiaries, in one or more transactions, representing 25% or more of the consolidated assets or earning power of the Company and its Subsidiaries, or (z) an acquisition by any Person (other than the Parent,

Merger Sub, or any other Subsidiary of either the Parent or Merger Sub) of securities representing 20% or more of the voting power of the Company or any of its Subsidiaries.

(b) Except as set forth in this Section 5.03, neither the Board of Directors of the Company nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to the Parent, the approval or recommendation by such Board of Directors or such committee of the Offer, the Merger, or this Agreement, (ii) approve or recommend, or propose publicly to approve or recommend, any Company Acquisition Proposal, or (iii) cause the Company to enter into any letter of intent, agreement in principle, acquisition agreement or other similar agreement (each, an "Acquisition Agreement") related to any Company Acquisition Proposal, except that, in any case set forth in clause (i), (ii), or (iii) above, prior to the acceptance for payment of shares of Company Stock pursuant to the Offer, the Board of Directors of the Company may, in response to an unsolicited Company Acquisition Proposal, (A) withdraw or modify its approval or recommendation of the Offer, the Merger, or this Agreement or (B) approve or recommend any such Company Acquisition Proposal if, in the case of any action described in clause (A) or (B), the failure to take such action would not be consistent with the fiduciary duties of the Board of Directors under applicable law (as advised by legal counsel to the Company) and, in the case of the actions described in clause (B), concurrently with such approval or recommendation the Company terminates this Agreement and promptly thereafter enters into an Acquisition Agreement with respect to a Company Acquisition Proposal.

(c) Nothing contained in this Agreement shall prohibit the Company from taking and disclosing to its stockholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) promulgated under the Exchange Act or from making any disclosure to the Company's stockholders if, in the good faith judgment of the Board of Directors of the Company, after consultation with outside counsel, failure so to disclose would be inconsistent with applicable law; provided that, neither the Company nor its Board of Directors nor any committee thereof shall, except as permitted by Section 5.03(b), withdraw or modify, or propose to withdraw or modify, its position with respect to the Offer, the Merger, or this Agreement or approve or recommend, or propose to approve or recommend, a Company Acquisition Proposal.

SECTION 5.04. Notices of Certain Events.

The Company will promptly notify the Parent of:

(i) any notice or other communication from any Person alleging that the consent of any third party (other than consents listed in Section 3.03 or 3.05 of the Company Disclosure Schedule) is or may be required in connection with the transactions contemplated by this Agreement;

(ii) any material notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement;

(iii) any actions, suits, claims, or proceedings commenced against, or, to the knowledge of the Company, any material threat of an action, suit, claim, or proceeding made against, or any pending investigation of, the Company or any of its Subsidiaries that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.12 or that relate to the consummation of the transactions contemplated by this Agreement; and

(iv) the receipt by the Company or any of its Subsidiaries subsequent to the date of this Agreement of any notice of, or other communication relating to, a material default, or an event that with notice or lapse of time or both would become a material default, under any Company Contract.

SECTION 5.05. Merger Meeting; Proxy Statement.

(a) If required by Delaware Law in order to consummate the Merger, as soon as practicable following the purchase of shares of Company Stock pursuant to the Offer, the Company will take all action necessary in accordance with Delaware Law and with the Company's certificate of incorporation and bylaws to convene a meeting of its stockholders to approve the Merger and adopt this Agreement (the "Merger Meeting"). The Company's Board of Directors will recommend that the Company's stockholders approve the Merger and adopt this Agreement, and will cause the Company to use all reasonable efforts to solicit from the stockholders proxies to vote therefor, unless (i) such recommendation would not be consistent with the fiduciary duties of the Board of Directors under applicable law (as advised by legal counsel to the Company) or (ii) this Agreement is terminated in accordance with Article IX.

(b) The Company will, if required by law for the consummation of the Merger, prepare and file with the SEC preliminary proxy materials relating to the approval of the Merger and the adoption of this Agreement by the Company's stockholders, and will file with the SEC revised preliminary proxy materials, if appropriate, and definitive proxy materials in a timely manner as required by the rules and regulations of the SEC. Subject to the last sentence of Section 5.05(a), the proxy materials relating to the Merger Meeting will include the recommendation of the Company's Board of Directors.

ARTICLE VI
COVENANTS OF THE PARENT AND MERGER SUB

The Parent and Merger Sub agree that:

SECTION 6.01. Director and Officer Liability.

(a) The certificate of incorporation and the bylaws of the Surviving Corporation will contain the provisions with respect to exculpation from liability and indemnification set forth in the certificate of incorporation and bylaws of the Company as of the date hereof, which provisions (along with all provisions regarding indemnification or exculpation from liability contained in the governing documents of any of the Company's Subsidiaries or in any agreements or commitments of the Company or any of its Subsidiaries) shall not be amended, repealed, or otherwise modified in any manner that would adversely affect the rights thereunder of individuals who at the Effective Time were present or former directors, officers, employees, or agents of the Company, unless such modification is required by law.

(b) From and after the Effective Time, the Parent and the Surviving Corporation will, jointly and severally, indemnify, defend, and hold harmless the present and former directors and officers of the Company and each of its Subsidiaries against all losses, claims, damages, and liabilities and amounts paid in settlement in connection with any claim, action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative, to which any of them was or is a party or is threatened to be made a party by reason of the fact that he or she was or is a director or officer of the Company or any of its Subsidiaries in respect of acts or omissions occurring at or prior to the Effective Time to the fullest extent that the Company or such Subsidiary would have been permitted to indemnify such Person under applicable law and the certificate of incorporation and bylaws of the Company or such Subsidiary in effect on the date hereof. The Parent will use all reasonable efforts to, without any lapse in coverage, either (i) for at least six years after the Effective Time, provide officers' and directors' liability insurance ("D&O Insurance") in respect of acts or omissions occurring at or prior to the Effective Time covering each such Person currently covered by the Company's D&O Insurance policy on terms with respect to coverage and amount no less favorable than those of such policy in effect on the date hereof; provided that, in no event will the Parent be required to pay per annum more than 150% of the last premium (annualized) paid by the Company for such policy prior to the date hereof, (ii) purchase tail insurance in respect of the Company's existing D&O Insurance for six years for a premium not to exceed the amount of the customary premium for such tail insurance, or (iii) if such D&O Insurance or tail insurance is only available at premiums in excess of the premiums set forth in clauses (i) or (ii), as applicable, then purchase the highest level of D&O Insurance or tail insurance available at such applicable premium.

(c) Any Person who is entitled to indemnification under Section 6.01(b) (an "Indemnified Party") wishing to claim such indemnification, upon learning of any such claim, action, suit, proceeding, or investigation, shall promptly notify the Parent thereof, but failure to so notify will not relieve the Parent of liability except to the extent the Parent is materially adversely affected thereby. In the event of any such claim, action, suit, proceeding, or investigation (whether arising before or after the Effective Time), (i) the Parent or the Surviving Corporation shall have the right to assume the defense thereof, and the Parent shall not be liable to such Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Parties in connection with the defense thereof, except that if the Parent or the Surviving Corporation elects not to assume such defense or counsel for the Indemnified Parties advises that, in such counsel's reasonable judgment, there are issues that constitute conflicts of interest between the Parent or the Surviving Corporation and the Indemnified Parties, the Indemnified Parties may retain counsel satisfactory to them, and the Parent or the Surviving Corporation shall pay all reasonable fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received; provided that, the Parent shall be obligated pursuant to this paragraph (c) to pay for only one firm of counsel for all Indemnified Parties in any jurisdiction, (ii) the Indemnified Parties will cooperate in the defense of any such matter, and (iii) the Parent shall not be liable for any settlement effected without its prior written consent; and provided further that, the Parent shall not have any obligation hereunder to any Indemnified Party when and if a court of competent jurisdiction shall ultimately determine, and such determination shall have become final and nonappealable, that the indemnification of such Indemnified Party in the manner contemplated hereby is prohibited by applicable law. The rights of the Indemnified Parties under this Section 6.01 are in addition to any rights they may have under the certificate of incorporation and bylaws of the Surviving Corporation or any Subsidiary of the Surviving Corporation or under any indemnification agreement with the Company or any Subsidiary of the Company.

(d) If the Surviving Corporation or any of its successors or assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving Person of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then and in each such case, proper provisions shall be made so that the successors and assigns of the Surviving Corporation shall assume all of the obligations set forth in this Article VI.

(e) The provisions of this Article VI are intended to be for the benefit of, and shall be enforceable by, each of the present and former directors, officers, employees, and agents, their heirs and their representatives.

SECTION 6.02. Employment Agreement.

Concurrently with the execution and delivery of this Agreement, the Parent and John Masefield, Chairman of the Board of the Company, are entering into an Employment Agreement in the form of Schedule 6.02 (Masefield Employment Agreement).

SECTION 6.03. Employee Benefits.

The Parent agrees that, during the period commencing at the Effective Time and ending on the second anniversary thereof, the employees of the Company will be provided with benefits which, in the aggregate, are substantially comparable to those then provided by the Parent to other employees of the Parent or its Subsidiaries in similar positions, except that, through December 31, 1997, the employees of the Company will participate in the Company's existing corporate incentive program instead of the Parent's management incentive program. The Parent will cause each employee benefit plan of the Parent in which employees of the Company are eligible to participate to take into account for purposes of eligibility and vesting thereunder the service of such employees with the Company as if such service were with the Parent, to the same extent that such service was credited under a comparable plan of the Company. The Parent will, and will cause the Surviving Corporation to, honor in accordance with their terms, (i) all employee benefit obligations to current and former employees of the Company accrued and vested as of the Effective Time and (ii) to the extent set forth in Section 3.15 of the Disclosure Schedule, all employee severance plans in existence on the date hereof and all employment or severance agreements entered into prior to the date hereof.

SECTION 6.04. Merger Meeting.

The Merger will be consummated as soon as practicable (and in no event later than four months) after the purchase of shares of Company Stock pursuant to the Offer. If Merger Sub is able to do so under Delaware Law, it will consummate the Merger pursuant to the "short form" merger provisions of Delaware Law. The Parent will vote, or cause to be voted, all shares of Company Stock beneficially owned by it in favor of the Merger.

ARTICLE VII
COVENANTS OF THE PARENT, MERGER SUB, AND THE COMPANY

The Parent, Merger Sub, and the Company agree that:

SECTION 7.01. Reasonable Efforts.

Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement as promptly as practicable.

SECTION 7.02. Certain Filings and Consents.

The Company and the Parent will cooperate with one another (a) in determining whether any action by or in respect of, or filing with, any governmental body, agency, official, or authority is required, or any actions, consents, approvals, or waivers are required to be obtained from parties to any Company Contracts ("Third Party Consents") in connection with the transactions contemplated by this Agreement and (b) in attempting to take all such actions, to obtain all such consents, approvals, and waivers, and to make all such filings. The Company and the Parent will each promptly file Notification and Report Forms under the HSR Act and respond as promptly as practicable to all requests for additional information or documentation received from the Antitrust Division of the United States Department of Justice or the Federal Trade Commission.

SECTION 7.03. Public Announcements.

The Parent and the Company will consult with each other before issuing any press release or making any public statement with respect to this Agreement and the transactions contemplated hereby and, except as may be required by applicable law or any listing agreement with the New York Stock Exchange, Inc. or The Nasdaq Stock Market, Inc., will not issue any such press release or make any such public statement prior to such consultation.

SECTION 7.04. State Takeover Laws.

If any "fair price," "moratorium," or other similar statute or regulation becomes applicable to the transactions contemplated by this Agreement, the Company, the Parent, and Merger Sub and, subject to applicable fiduciary duties, their respective Boards of Directors will use all reasonable efforts to grant such approvals and take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and

otherwise act to minimize the effects of such statute or regulation on the transactions contemplated hereby.

ARTICLE VIII
CONDITIONS TO THE MERGER

SECTION 8.01. Conditions to the Obligations of Each Party.

The obligations of the Company, the Parent, and Merger Sub to consummate the Merger are subject to the satisfaction of the following conditions:

(a) if required by applicable law, the Merger has been approved, and this Agreement has been adopted, by the requisite vote of the Company's stockholders;

(b) Merger Sub shall have purchased all validly tendered and not properly withdrawn shares of Company Stock in accordance with the Offer; and

(c) no provision of any applicable domestic law or regulation, and no judgment, injunction, order, or decree of a court or governmental agency or authority of competent jurisdiction, that has the effect of making the Offer or the Merger illegal or otherwise restrains or prohibits the purchase of shares of Company Stock pursuant to the Offer or the consummation of the Merger is in effect.

SECTION 8.02. Conditions to the Obligations of the Parent and Merger Sub.

The obligations of the Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver of the Offer Conditions and to compliance by the Company with its obligations under Section 1.01(d).

ARTICLE IX
TERMINATION

SECTION 9.01. Termination.

This Agreement may be terminated and the Offer and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of the Merger and adoption of this Agreement by the Company's stockholders):

(a) by mutual written consent of the Company, the Parent, and Merger Sub;

(b) by the Company if Merger Sub has not purchased shares of Company Stock pursuant to the Offer by October 14, 1997, or by either the Company or the Parent if the Merger has not been consummated by February 17, 1998, provided that the right to terminate this Agreement under this clause (b) will not be available to any party that, at the time of termination, is in material breach of any of its obligations under this Agreement;

(c) by either the Company or the Parent if any applicable domestic law, rule, or regulation makes consummation of the Offer or the Merger illegal or if any judgment, injunction, order, or decree of a court or governmental agency or authority of competent jurisdiction restrains or prohibits the consummation of the Offer or the Merger, and such judgment, injunction, order, or decree has become final and nonappealable;

(d) by either the Company or the Parent if the stockholder approval referred to in Section 8.01(a) has not been obtained at the Merger Meeting; provided that, the right to terminate this Agreement pursuant to this Section 9.01(e) shall not be available to the Parent if it has not performed its obligations under the last sentence of Section 6.04;

(e) by either the Company or the Parent if the Offer terminates without the purchase of shares of Company Stock thereunder; provided that, the right to terminate this Agreement pursuant to this Section 9.01(e) shall not be available to (i) the Parent, if Merger Sub shall have breached its obligations under Section 1.01(a), or (ii) any party whose willful failure to perform any of its obligations under this Agreement results in the failure of any of the Offer Conditions or if the failure of any such Offer Conditions results from facts or circumstances that constitute a material breach of the representations or warranties of such party under this Agreement;

(f) prior to the purchase of shares of Company Stock by Merger Sub pursuant to the Offer, by the Parent if (i) the Company violates its obligations under Section 5.03 in any material respects and thereafter any Person publicly makes a Company Acquisition Proposal or (ii) the Board of Directors of the Company does not publicly recommend in the Schedule 14D-9 that the Company's stockholders accept the Offer and tender their shares of Company Stock pursuant to the Offer and approve the Merger and adopt the Agreement, or if the Board of Directors of the Company withdraws, modifies, or changes such recommendation in any manner materially adverse to the Parent; or

(g) by the Company if the Company receives an unsolicited Company Acquisition Proposal that the Board of Directors of the Company determines in good faith, after consultation with its legal and financial advisors, is likely to lead to a merger, acquisition, consolidation, or similar transaction that is more favorable to the stockholders of the Company than the transactions contemplated by this Agreement;

provided that the Company has given the Parent at least five business days notice of the material terms of such Company Acquisition Proposal and such termination shall not be effective until the Company has paid the Termination Fee, if and to the extent required under Section 10.04(b), to the Parent either by delivery of a certified or bank check payable to the Parent or by wire transfer to an account designated in writing by the Parent, at the Company's option.

SECTION 9.02. Effect of Termination.

If this Agreement is terminated and the Offer and the Merger are abandoned pursuant to Section 9.01, no party to this Agreement (or any of its directors, officers, employees, agents, or advisors) will have any liability or further obligation to any other party except (a) as provided in Section 10.04, (b) that the agreements contained in Section 10.04, in the last sentence of Section 5.02, and in the Confidentiality Agreement will survive the termination hereof, and (c) that nothing herein will relieve any party from liability for any breach of its covenants or agreements under this Agreement.

ARTICLE X
MISCELLANEOUS

SECTION 10.01. Notices.

All notices, requests, and other communications to any party hereunder will be in writing (including telecopy) and will be given,

if to the Parent or Merger Sub, to:

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Attention: David C. Dvorak, Esq.
Fax: (216) 639-4457

with a copy to:

Thompson Hine & Flory LLP
3900 Key Center
127 Public Square
Cleveland, OH 44114
Attention: Roy L. Turnell, Esq.
Fax: (216) 566-5800

if to the Company, to:

Isomedix, Inc.
11 Apollo Drive
Whippany, NJ 07981
Attention: Mr. John Masefield

with a copy to:

Haythe & Curley
237 Park Avenue
New York, NY 10017-3142
Attention: John J. Butler, Esq.

or to such other address or telecopy number as such party may hereafter specify for the purpose by notice to the other parties. Each such notice, request, or other communication will be effective upon receipt.

SECTION 10.02. Survival.

None of the representations and warranties, agreements, and other provisions contained in this Agreement or in any certificate or other writing delivered pursuant to this Agreement, other than Articles I and VI, will survive the Effective Time.

SECTION 10.03. Amendments; No Waivers.

(a) Subject to the applicable provisions of Delaware Law and Section 1.01(e) of this Agreement, any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and duly executed and delivered, in the case of an amendment, by the Company, the Parent, and Merger Sub or, in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

SECTION 10.04. Fees and Expenses.

(a) Subject to paragraph (b) of this Section, all costs and expenses incurred in connection with this Agreement will be paid by the party incurring the costs and expenses.

(b) If (i) this Agreement is terminated by the Company pursuant to Section 9.01(g), (ii) any Person publicly makes a Company Acquisition Proposal and thereafter this Agreement is terminated pursuant to Section 9.01(e) because an insufficient number of shares of Company Stock are tendered in the Offer, or (iii) any Person publicly makes a Company Acquisition Proposal and thereafter this Agreement is terminated pursuant to Section 9.01(f), then the Company will reimburse the Parent and Merger Sub for all of their reasonable documented out-of-pocket expenses and fees actually incurred by the Parent in connection with the transactions contemplated by this Agreement prior to the termination of this Agreement, including, without limitation, all reasonable fees and expenses of counsel, financial advisors, accountants, and environmental and other experts and consultants to the Parent and Merger Sub ("Transaction Costs"); except that, the Company will not be required to reimburse the Parent or Merger Sub for Transaction Costs in excess of $600,000 in the aggregate.

Notwithstanding the preceding paragraph, if (i) this Agreement is terminated by the Company pursuant to Section 9.01(g), (ii) any Person publicly makes a Company Acquisition Proposal, thereafter this Agreement is terminated pursuant to Section 9.01(e) because an insufficient number of shares of Company Stock are tendered in the Offer and within 12 months after termination the Company agrees to or consummates any Company Acquisition Proposal, or (iii) any Person publicly makes a Company Acquisition Proposal and thereafter this Agreement is terminated pursuant to Section 9.01(f), then, in addition to reimbursing the Parent and Merger Sub for their Transaction Costs, the Company will pay to the Parent a fee of $5,000,000 ("Termination Fee"). The Termination Fee will be payable by delivery of immediately available funds at the time of termination, in the case of termination under clause (i) or (iii) of the preceding sentence, or immediately prior to the earlier of the agreement with respect to, or the consummation of, the Company Acquisition Proposal, in the case of termination under clause (ii). If the Parent is required to file suit to seek the Termination Fee, and it ultimately succeeds on the merits, it will be entitled to all expenses, including reasonable attorneys' fees, that it has incurred in enforcing its rights under this Section 10.04.

(c) If the Parent receives a Termination Fee under circumstances in which a Termination Fee is payable, neither the Parent, Merger Sub, nor any of their affiliates will assert or pursue in any manner, directly or indirectly, any claim or cause of action against the Company or any of its directors, officers, employees, agents, or representatives based in whole or in part upon its or their receipt, consideration, recommendation, or approval of a Company Acquisition Proposal, including the Company's exercise of its right of termination of this Agreement under Section 9.01(g).

SECTION 10.05. Successors and Assigns.

The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties.

SECTION 10.06. Governing Law.

The interpretation, validity, and enforceability of this Agreement will be governed by the law of the State of Delaware without regard to principles of conflict of laws that would apply the laws of any other jurisdiction.

SECTION 10.07. Counterparts; Effectiveness.

This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each party has received counterparts hereof signed by all of the other parties.

SECTION 10.08. Entire Agreement.

This Agreement, the Company Disclosure Schedule, the Parent Disclosure Schedule, the Employment Agreement, and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, both written and oral, among the parties with respect to the subject matter of this Agreement. No representation, warranty, or inducement not set forth herein has been made or relied upon by any party. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the parties any rights or remedies, except that the provisions of Article I are intended for the benefit of the Company's stockholders and holders of Company Options, and the provisions of Article VI are intended for the benefit of present and former directors, officers, employees, and agents of the Company, including John Masefield.

SECTION 10.09. Headings.

The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

SECTION 10.10. Severability.

If any term or other provision of this Agreement is invalid, illegal, or unenforceable, all other provisions of this Agreement will remain in full force and effect so

long as the economic and legal substance of the transactions contemplated hereby is not affected.

SECTION 10.11. Specific Performance.

Except as set forth in Section 10.04(c), the parties agree that irreparable damage would occur if any of the provisions of this Agreement is not performed in accordance with the terms hereof and that the parties will be entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

SECTION 10.12. "Knowledge" of the Company.

For purposes of this Agreement, unless otherwise expressly provided where the term is used, "knowledge" of the Company will be deemed to mean (i) the actual knowledge of any director or executive officer of the Company and (ii) the knowledge that any such director or executive officer would have had if he or she, in connection with the confirmation of the accuracy of the representations and warranties of the Company in this Agreement, had made due inquiry of the officers, employees, advisors, and agents of the Company who are primarily responsible for the subject matter of such representations and warranties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

STERIS CORPORATION

By:

Name: Bill R. Sanford
Title: Chairman, President, and
Chief Executive Officer

STERIS ACQUISITION CORPORATION

By:

Name: Bill R. Sanford
Title: Chairman, President, and
Chief Executive Officer

ISOMEDIX INC.

By:

Name:
Title:

INDEX OF DEFINED TERMS

Page No.

Affiliate 16
Agreement 1
Cash Payment 7
CERCLA 24
CFR 21
Closing 5
Code 16
Common Stock 1
Company 1
Company Acquisition Proposal....37
Company Benefit Arrangement....17
Company Contracts 14
Company Disclosure Schedule....10
Company Employee Plans....16
Company Financial Statements....13
Company Material Adverse Effect....56
Company Option 7
Company Option Plans....7
Company Permits 15
Company Preferred Stock....11
Company Real Property....24
Company Right 11
Company Rights Agreement....11
Company SEC Reports....13
Company Stock 1
Company Subsidiary Securities....13
Confidentiality Agreement....37
D&O Insurance 40
Delaware Law 5
Dissenting Stockholder....8
DLJ 3
Effective Time 5
Environmental Law 24
ERISA 17
ESPP 8
Exchange Act 2
Exchange Agent 6
Exchange Fund 6
Expiration Date 1
FDA 20

Hazardous Material 24
HSR Act 10
Indemnified Party 41
Independent Directors...4
Intellectual Property Rights...24
Leased Real Property..29
Lien 11
Merger 5
Merger Consideration...5
Merger Meeting 39
Merger Sub 1
Merger Sub Common Stock..5
Minimum Condition 55
NRC 22
Nuclear Regulations and Laws.......................................22
Offer 1
Offer Conditions 1
Offer Documents 2
Owned Real Property...29
Parent 1
Parent Disclosure Schedule..31
Parent Financial Statements...32
Parent Material Adverse Effect......................................56
Parent SEC Reports 32
Permitted Lien 29
Person 7
Product Liability 16
Schedule 14D-9 3
SEC 2
Securities Act 13
Stock Certificate 5
Subsidiary 9
Surviving Corporation..5
Tax 20
Tax Return 20
Termination Fee 48
Third Party Consents..43
Transaction Costs 48

LIST OF SCHEDULES

Schedule	Designation
1.01(a)	Offer Conditions
5.01	Company Conduct
6.02	Masefield Employment Agreement

8/12/97

SCHEDULE 1.01(a)

OFFER CONDITIONS

Merger Sub will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including, without limitation, Rule 14e-1(c) under the Exchange Act (relating to Merger Sub's obligation to pay for or return tendered shares after the termination or withdrawal of the Offer), to pay for any shares of Company Stock not theretofore accepted for payment or paid for pursuant to the Offer, if (1) there are not validly tendered and not properly withdrawn prior to the expiration of the Offer that number of shares of Company Stock which, when aggregated with the shares of Company Stock then owned by the Parent and any of its affiliates, represents at least a majority of the shares of Company Stock then outstanding on a fully diluted basis (the "Minimum Condition") or (2) at any time on or after the date of the Agreement and at or before the time that any shares of Company Stock are accepted for payment any of the following conditions exist:

(a) Any provision of any applicable domestic law or regulation, or any judgment, injunction, order, or decree of a court or governmental agency or authority of competent jurisdiction, is in effect that (i) makes the Offer or the Merger illegal or otherwise, directly or indirectly, prohibits or materially restrains the making of the Offer, the acceptance for payment of, payment for, or ownership, directly or indirectly, of some or all of the shares of Company Stock by Merger Sub or the Parent, makes the foregoing substantially more costly, or materially delays the Merger; (ii) prohibits or materially limits the ownership or operation by the Company or any of its Subsidiaries that owns a material portion of the business and assets of the Company and its Subsidiaries, taken as a whole, or by the Parent, Merger Sub, or any Subsidiaries of the Parent of all or a material portion of the business or assets of the Company and its Subsidiaries, taken as a whole, or of the Parent and its Subsidiaries, taken as a whole, as a result of the Offer, the Merger, or the other transactions contemplated by the Agreement, or (iii) imposes material limitations on the ability of Merger Sub or the Parent to acquire, hold, or exercise full rights of ownership of the shares of Company Stock, including but not limited to the right to vote any shares of Company Stock acquired or owned by Merger Sub or the Parent on all matters properly presented to the stockholders of the Company, including but not limited to the approval of the Agreement and adoption of the Merger and the right to vote any shares of capital stock of any Subsidiaries of the Company (other than immaterial Subsidiaries).

(b) Any consents, authorizations, orders, and approvals of, or filings or registrations with, any governmental commission, board, or other regulatory body required in connection with the execution, delivery, and performance of the Agreement has not been obtained or made, except (i) the filing of appropriate certificates of merger in accordance with Delaware Law, (ii) compliance with applicable requirements of the HSR Act, and the Exchange Act, and (iii) where the failure to obtain or make any such consent,

authorization, order, approval, filing, or registration is not reasonably likely to have, individually or in the aggregate, a material adverse effect on the financial condition, results of operations, or business of the Company and its Subsidiaries, taken as a whole (a "Company Material Adverse Effect"), or on the financial condition, results of operations, or business of the Parent and Merger Sub, taken as a whole (a "Parent Material Adverse Effect"), and would not render the Offer or the Merger illegal or provide a reasonable basis to conclude that the parties or their affiliates or any of their respective directors or officers will be subject to the risk of criminal liability.

(c) Any Third Party Consents have not been obtained except where the failure to obtain any Third Party Consents is not reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) The Company has failed to perform the obligations to be performed by it under the Agreement at or prior to such time or any representations and warranties of the Company contained in the Agreement are not true at such time as if made at and as of such time (unless the representation or warranty is made as of a specified date, in which case such representation or warranty will be true as of such date), except to the extent that the failure to perform such obligations and the untruth of such representations and warranties is not reasonably likely to have, individually or in the aggregate, a Company Material Adverse Effect and the Parent has received a certificate signed by an executive officer and by the chief financial officer of the Company to the foregoing effect. For purposes of determining whether this condition has been satisfied, all qualifications in the representations and warranties as to materiality will be disregarded, and all qualifications as to the knowledge of the Company will be deemed to mean the knowledge of the Company at the time such certificate is signed.

(e) The Agreement has been terminated in accordance with its terms.

Exhibit (c)(2)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made as of the 12th day of August, 1997 by and between STERIS CORPORATION, an Ohio corporation ("STERIS"), and JOHN MASEFIELD, an individual ("Masefield"). STERIS has entered into an Agreement and Plan of Merger of even date herewith (the "Merger Agreement") with a wholly owned subsidiary of STERIS ("Merger Sub") and Isomedix Inc., a Delaware corporation ("Isomedix"), pursuant to which it is anticipated Isomedix will become a wholly owned subsidiary of STERIS following a tender offer and related merger (the "Merger"). Masefield has served Isomedix for many years and, in the course of that service, has developed special knowledge and experience about Isomedix and the conduct of its business (the "Contract Sterilization Business"). STERIS desires to engage Masefield initially as a full time employee and thereafter as a consultant and Masefield desires to enter into the service of STERIS, all on the terms and subject to the conditions set forth in this Agreement. (References in this Agreement to STERIS shall be deemed to include references to any affiliate of STERIS through which STERIS may engage in the Contract Sterilization Business or any related business.)

Subject to the consummation of the Merger and in consideration of the mutual covenants and agreements set forth herein STERIS and Masefield hereby agree as follows:

1. Employment, Employment Period. During the period specified in this Section 1, STERIS shall employ Masefield, and Masefield shall serve STERIS, with the duties and responsibilities set forth in Section 2 and otherwise on the terms and subject to the conditions set forth herein. The term of Masefield's employment hereunder shall commence at the Effective Time, and, subject to prior termination as provided in Section 8 or Section 9 hereof, shall continue through December 31, 1999. The term of Masefield's employment under this Agreement is sometimes hereinafter referred to as the "Employment Period."

2. Duties and Responsibilities during the Employment Period. During the Employment Period:

(a) Masefield shall have overall direct executive responsibility for the Contract Sterilization Business and shall have such additional responsibilities consistent with his position and title as an internal scientific and technical expert and adviser at STERIS and as an external representative of STERIS on various business development, technology promotion, government affairs, professional relations, and similar important initiatives as may be assigned to him by the Chief Executive Officer of STERIS (the "CEO"). Masefield shall have the title of "Chairman and Chief Executive Officer" of Isomedix, a wholly owned subsidiary of STERIS.

(b) Masefield shall be responsible for the training and development of an individual designated by the CEO to assume the day-to-day operational responsibilities of managing the Contract Sterilization Business. This individual shall report directly to Masefield.

(c) Masefield shall be a member of STERIS's Executive Committee.

(d) Masefield shall devote his entire business time, energy, and talent to the business of and to the furtherance of the purposes and objectives of STERIS consistent with his prior practice as Chairman, President, and Chief Executive Officer of Isomedix before the Effective Time. During the Employment Period, Masefield's office and primary place of employment shall be located at the Whippany, New Jersey office of Isomedix or at a comparable substitute facility in Whippany as the parties may mutually agree, consistent with prior practice.

3. Compensation during the Employment Period . During the Employment Period, STERIS shall pay to Masefield base salary as provided in (a) below and Masefield shall be entitled to incentive compensation and to participation in the STERIS Management Incentive Compensation Plan (the "MICP") as provided in (b) below. In addition, as of the Effective Time, STERIS shall grant to Masefield stock options as provided in (c) below.

(a) Base Salary. STERIS shall pay Masefield base salary (the "Base Salary") during the Employment Period at the rate of $260,000 per annum payable in accordance with STERIS's standard payroll practices. In addition, Masefield shall be entitled to such increases in Base Salary during the term hereof, if any, as may be determined by the Board of Directors of STERIS in its sole discretion.

(b) Incentive Compensation, MICP.

(i) Assuming the Employment Period continues through December 31, 1997, Masefield shall be entitled to a guaranteed bonus for all of calendar year 1997 (whether paid pursuant to this Agreement or otherwise) equal to $175,000.

(ii) Assuming the Employment Period continues through March 31, 1998 (the end of STERIS's 1998 fiscal year), Masefield shall be entitled to a guaranteed bonus for the calendar quarter ending on March 31, 1998, equal to $43,750.

(iii) During the remainder of the Employment Period (after March 31, 1998), Masefield shall be entitled to participate in the STERIS MICP as from time to time in effect with a target bonus opportunity equal to 75% of his Base Salary. The extent, if any, to which Masefield earns the target bonus shall be based 75% upon the performance of the Contract Sterilization Business and 25% upon STERIS's overall corporate performance, in each case for the MICP quarter and year at issue.

(iv) Bonuses earned as provided in (i) and (ii) above shall be paid to Masefield within 30 days of the end of the calendar year 1997 and the March 31, 1998 calendar quarter, respectively.

(c) Stock Options. Effective as of the Effective Time, STERIS shall grant to Masefield options to acquire 100,000 STERIS Common Shares ("Shares") at an exercise price per Share equal to the fair market value of one Share as of the Effective Time (the "Options"). The Options shall be granted pursuant to a written agreement (the "Option Agreement"), shall have a term of ten years, shall be immediately exercisable as to 25,000

Shares, and shall become exercisable as to an additional 25,000 Shares on each of the first three anniversaries of the Effective Time, assuming Masefield remains in the service of Isomedix through each such date, respectively. For purposes of Masefield's rights under the Options, continuing service by Masefield for STERIS, whether as a full time employee or as a consultant, shall be treated as continuation in the employ of STERIS. In case of a termination by STERIS "Without Cause" or by Masefield for "Good Reason," the Options (i) shall become fully exercisable immediately upon termination and (ii) shall remain exercisable for the balance of the ten year term. Subject to the foregoing, the Options shall have such other terms and be subject to such other conditions as are consistent with the terms of other nonqualified stock options heretofore granted by STERIS to its senior executive officers.

4. Consulting, Consulting Period. Provided that Masefield has remained in the employ of STERIS pursuant to Section 1 through the first to occur of (a) December 31, 1999, or (b) the Section 8 Employment Period Termination Date, if any (as defined in Section 8), during the period specified in this Section 4, STERIS shall engage the services of Masefield, and Masefield shall serve STERIS, in a consulting capacity as provided in Section 5 and otherwise on the terms and subject to the conditions set forth herein. The term of Masefield's consulting hereunder shall commence immediately upon expiration of the Employment Period and, subject to prior termination as provided in Section 9 hereof, shall continue through the first to occur of (x) December 31, 2004, or (y) the sixth anniversary of the Section 8 Employment Period Termination Date, if any. The term of Masefield's consulting under this Agreement is sometimes hereinafter referred to as the "Consulting Period." The period of time beginning at the commencement of the Employment Period and ending on the last day that is included in either the Employment Period or the Consulting Period is sometimes hereinafter referred to as the "Contract Period."

5. Duties and Responsibilities during the Consulting Period. During the Consulting Period Masefield shall perform, faithfully and diligently, services of an executive, administrative, and consultative nature relating to the Contract Sterilization Business and related businesses, appropriate to a former Chief Executive Officer of Isomedix, pertaining to top-level business and financial affairs of the Contract Sterilization Business and related businesses as may reasonably requested by the CEO from time to time. Masefield shall report directly to the CEO. During the Consulting Period, Masefield may perform his duties and responsibilities hereunder from his home or such other locations as he shall deem sufficient and appropriate, subject to reasonable requirements for travel for attendance at meetings. Masefield shall devote his best energy, ability, and time to his duties under this Section 5 as may be reasonably requested by the CEO but nothing in this Agreement shall be construed as requiring Masefield to spend more than an aggregate of 15 business days per calendar quarter in discharging his duties hereunder during the Consulting Period. Masefield shall be furnished, at no cost to him, during the Consulting Period, with office space either at Isomedix's Whippany offices or at a mutually agreeable alternate location in Whippany or elsewhere. If Masefield desires to substitute such office space with an office at his residence during the Consulting Period, Isomedix shall reimburse Masefield for expenses incurred in connection with such office at his residence.

6. Compensation during the Consulting Period . During the Consulting Period, as full consideration for the services to be rendered by Masefield during that period, STERIS shall pay compensation to Masefield at the rate of $250,000 per annum payable in accordance with STERIS's standard payroll practices. Masefield will not be a participant in the MICP during the Consulting Period.

7. Employee Benefits. During the Contract Period, Masefield shall be entitled to employee benefits, including health care, vacation, 401(k) benefits, and reimbursement of expenses that are the same as the employee benefits received by other senior executives of STERIS from time to time, subject to the provisions of such plans and programs as in effect from time to time. In connection with determining the eligibility of Masefield for any particular employee benefits, Masefield shall receive credit for all past service performed by Masefield at Isomedix.

8. Potential Early Termination of Employment Period. Although the parties contemplate that Masefield will be retained and will serve as a full time employee of STERIS through December 31, 1999 (the initially scheduled end of the Employment Period), they also intend that if either party determines that the mutual benefits anticipated at the execution of this Agreement are not being realized, the party making that determination may give the other notice as provided in this Section 8 (a "Section 8 Notice") and, unless the Employment Period is earlier terminated pursuant to any provision of Section 9, the Employment Period will thereafter terminate on the date (the "Section 8 Employment Period Termination Date") specified by the party giving such notice and the Consulting Period will begin immediately after that termination. Masefield may give a Section 8 Notice upon (i) six months advance notice from Masefield to the CEO if the notice is given before the first anniversary of the Effective Time, or (ii) 90 days advance notice from Masefield to the CEO if the notice is given on or after the first anniversary of the Effective Time. STERIS may give a Section 8 Notice upon (i) six months advance notice to Masefield if the notice is given before the first anniversary of the Effective Time, or (ii) 90 days advance notice to Masefield if the notice is given on or after the first anniversary of the Effective Time.

9. Termination. As used in this Agreement, the term "engagement" means and includes both employment and engagement as a consultant and a "termination of Masefield's engagement" means a termination of either such status with the result that immediately after the termination, Masefield is neither employed by STERIS nor engaged by it as a consultant.

(a) At Expiration of Term. If not earlier terminated pursuant to another paragraph of this Section 9, Masefield's employment under this Agreement shall terminate at the close of business on December 31, 1999, or, if earlier, on the Section 8 Employment Period Termination Date, if any. If not earlier terminated pursuant to another paragraph of this Section 9, Masefield's consulting arrangement under this Agreement shall terminate at the close of business on the earlier of (i) December 31, 2004, or (ii) the date on which falls the sixth anniversary of the Section 8 Employment Period Termination Date, if any.

(b) Death or Disability. Masefield's engagement under this Agreement will terminate immediately upon Masefield's death. Either STERIS or Masefield may terminate Masefield's engagement hereunder immediately upon giving notice of termination if

Masefield is disabled, by reason of physical or mental impairment, to such an extent that he is unable to substantially perform his duties under this Agreement as determined (i) in the case of a termination by STERIS, in STERIS's reasonable discretion, or (ii) in the case of a termination by Masefield, in the written opinion of a licensed physician selected by Masefield and reasonably acceptable to STERIS.

(c) For "Cause." STERIS may terminate Masefield's engagement under this Agreement for "Cause" if:

(i) Masefield is guilty of willful, gross neglect or willful, gross misconduct in the discharge of his duties and responsibilities under this Agreement, whether as an employee or as a consultant;

(ii) Masefield commits a felony or any crime involving moral turpitude;

(iii) Masefield willfully engages in acts in violation of Sections 11, 12, or 13 hereof that are substantial and adverse to the best interests of STERIS or an affiliated entity; or

(iv) Masefield willfully commits an act or series of acts of dishonesty in the course of his engagement that are substantial and adverse to the best interests of STERIS or an affiliated entity.

Any termination of Masefield's engagement for Cause shall be effective immediately upon STERIS giving notice of termination of engagement to Masefield. However, if any failure on Masefield's part referred to in clause (i) of this Section 9(c) is curable, STERIS shall not give Masefield notice of termination for Cause based upon that failure unless the CEO has first given Masefield written notice of that failure (the date of such notice being the "Notice Date") and Masefield has failed to effect a cure within 30 days of the Notice Date.

(d) Without Cause. STERIS may terminate Masefield's engagement under this Agreement at any time without Cause.

(e) By Masefield for Good Reason. Masefield may terminate his engagement hereunder for "Good Reason" at any time if, during the Employment Period, STERIS demotes Masefield from the positions described in Section 2 or if STERIS alters the nature and character of Masefield's duties hereunder without his consent to his detriment and to such an extent so as to substantially decrease his duties and responsibilities below those described in Section 2 and fails to cure such alteration and decrease within 30 days of the date on which Masefield has first given the CEO written notice of that alteration and decrease.

(f) By Masefield Voluntarily. Masefield may terminate his engagement hereunder at any time without Good Reason upon (i) six months advance notice from Masefield to the CEO if the notice is given before the first anniversary of the Effective Time, or (ii) 90 days

advance notice from Masefield to the CEO if the notice is given on or after the first anniversary of the Effective Time.

10. Payments Upon Termination.

(a) For Cause. If STERIS terminates Masefield's engagement for Cause, STERIS shall pay to Masefield any Base Salary and/or any consulting compensation earned by Masefield through the date of termination of his engagement (the "Termination Date"), and any incentive compensation earned before the Termination Date under this Agreement or under the MICP, as applicable, not previously paid and STERIS shall have no further obligation to pay any Base Salary, incentive compensation, or consulting compensation to Masefield. Masefield's rights and benefits with respect to the Options shall be as set forth in the Option Agreement and his rights and benefits under any benefit plans and programs of STERIS shall be as provided in the particular plan or program. After the satisfaction of any claim of STERIS against Masefield for the Cause leading to his termination, neither Masefield nor STERIS shall have any further rights or obligations under this Agreement except as provided in Sections 11, 12, 13, and 15.

(b) Without Cause. If STERIS terminates Masefield's engagement without "Cause," STERIS shall pay to Masefield, in a single lump sum payment to be made within 30 days of the Termination Date, the "Buyout Amount" (as defined below) and shall continue to provide group life and health insurance coverage to Masefield (to the same extent as if he had continued in STERIS's engagement) (the "Buyout Benefits") though the end of the "Buyout Benefit Period" (as defined below). Masefield will have no obligation to mitigate either or both of the Buyout Amount or the Buyout Benefits by seeking subsequent employment or otherwise and no subsequent earnings by Masefield shall be used to offset either or both of the Buyout Amount or the Buyout Benefits. Masefield's rights and benefits with respect to the Options shall be as set forth in the Option Agreement and his rights and benefits under any other benefit plans and programs of STERIS shall be as provided in the particular plan or program. Neither Masefield nor STERIS shall have any further rights or obligations under this Agreement except as provided in Sections 11, 12, 13, and 15.

(i) If the termination of Masefield's engagement without Cause occurs before the beginning of the Consulting Period, the Buyout Amount will be equal to the aggregate amount of consulting compensation that would have been payable to Masefield pursuant to Section 6 during the Consulting Period if the Consulting Period had begun immediately after the Termination Date and had continued through to the earlier of (A) December 31, 2004, or (B) the sixth anniversary of the Termination Date, except that if the termination of Masefield's engagement without Cause occurs not only before the beginning of the Consulting Period but also before January 1, 1999, the Buyout Amount shall be the amount specified above in this (i) plus the aggregate amount of any Base Salary that would have been earned by Masefield under this Agreement if his employment had continued through December 31, 1998 and has not otherwise been paid to Masefield by STERIS.

(ii) If the termination of Masefield's engagement without Cause occurs after the beginning of the Consulting Period, the Buyout Amount will be equal to the aggregate amount of consulting compensation that has not been paid but would have been payable to Masefield pursuant to Section 6 during the remainder of the Consulting Period if the Consulting Period had continued through to the earlier of (A) December 31, 2004, or (B) the sixth anniversary of the beginning of the Consulting Period.

(iii) The "Buyout Benefit Period" will be that period beginning on the Termination Date and ending on the earlier of (A) December 31, 2004, or (B) the third anniversary of the Termination Date.

(c) Death. If Masefield's engagement is terminated by his death, STERIS shall pay the Buyout Amount to Masefield's beneficiaries (as defined in Section 12) in equal monthly installments over the period commencing on the Termination Date and ending on the first to occur of (i) December 31, 2004, or (b) the third anniversary of the Termination Date. The rights and benefits of Masefield's estate and beneficiaries with respect to the Options shall be as set forth in the Option Agreement and with respect to any rights and benefits under any benefit plans and programs of STERIS shall be as provided in the particular plan or program. Neither Masefield's estate or beneficiaries nor STERIS will have any further rights or obligations under this Agreement.

(d) Disability. If STERIS or Masefield terminates Masefield's engagement on the grounds of disability, the termination shall be treated, for purposes of determining the continuing rights and obligations of Masefield and STERIS, as a termination by STERIS without Cause and the provisions of Section 10(b) shall apply.

(e) Good Reason. If Masefield terminates his engagement for Good Reason, the termination shall be treated, for purposes of determining the continuing rights and obligations of Masefield and STERIS, as a termination by STERIS without Cause and the provisions of Section 10(b) shall apply.

(f) Voluntary Termination. If Masefield voluntarily terminates his engagement other than for Good Reason, STERIS shall pay to Masefield any Base Salary earned by Masefield through the Termination Date and any incentive compensation earned before the Termination Date under this Agreement or under the MICP, as applicable, not previously paid and STERIS shall have no further obligation to pay any Base Salary or incentive compensation to Masefield. Masefield's rights and benefits with respect to the Options shall be as set forth in the Option Agreement and his rights and benefits under any benefit plans and programs of STERIS shall be as provided in the particular plan or program. Neither Masefield nor STERIS shall have any further rights or obligations under this Agreement except as provided in Sections 11, 12, 13, and 15.

11. Confidentiality, Noncompetition, Nonsolicitation. Masefield acknowledges that the business in which STERIS is engaged is intensely competitive and that his employment with

Isomedix and with STERIS and his anticipated consulting arrangement with STERIS has required and will require that he have access to and knowledge of customer and supplier information and other confidential and proprietary information pertaining to Isomedix and STERIS and its business, suppliers, customers, technologies, processes, systems, and related matters that is of vital importance to the success of STERIS's business; that the direct or indirect disclosure of any such confidential information to existing or potential competitors of STERIS would place STERIS at a competitive disadvantage and would do material damage, financial and otherwise, to STERIS's business; that by virtue of Masefield's experience and expertise, some of his services to Isomedix and STERIS have been and will continue to be special and unique; and that STERIS and Masefield are entering into this Agreement with the intention of preserving the goodwill of the business of Isomedix and of thereby inducing STERIS to enter into and consummate the Merger Agreement which will benefit Masefield both as an employee and consultant and as a shareholder of Isomedix.

(a) Masefield shall not, during the term of his engagement hereunder or at any time thereafter, except in connection with the performance of services hereunder or in furtherance of the business of STERIS, communicate, divulge, or disclose to any other person not a director, officer, employee, or affiliate of, or not engaged to render services to or for, STERIS or use for his own benefit or purposes any confidential information of or relating to Isomedix or STERIS that he has obtained from Isomedix or STERIS (whether obtained by Masefield before, during, or after the term of his engagement under this Agreement and including any such information developed by Masefield while engaged by Isomedix and/or STERIS); except that this provision shall not preclude Masefield from (i) communication or use of information made known generally to the public by Isomedix before the Effective Time or STERIS, or (ii) from making any disclosure required by applicable law, rules, regulations, or court or governmental or regulatory authority order or decree provided that, if practicable, Masefield shall not make any such disclosure without first giving STERIS notice of intention to make that disclosure and an opportunity to interpose an objection to the disclosure. Upon termination of his engagement hereunder, Masefield shall return to STERIS all such confidential information (and all other property belonging to STERIS) then in his possession, including, without limitation, any notes or records relating to any such confidential information in whatever media.

(b) During his engagement with STERIS, whether under this Agreement or otherwise, Masefield shall not, directly or indirectly, own, manage, operate, control, invest in (other than as owner of not more than 2% of the voting securities of a public corporation), be employed by, participate in, or be connected in any manner with the operation, ownership, management, or control of any enterprise engaged in contract sterilization or any other business engaged in by STERIS.

(c) After termination of his engagement with STERIS (whether that termination occurs before or after the sixth anniversary of the Effective Time, and whether or not immediately before the termination Masefield was employed by STERIS under this Agreement, as an employee at will, or otherwise), Masefield shall not at any time on or before the fifth anniversary of such termination directly or indirectly, own, manage, operate,

control, invest in (other than as owner of not more than 2% of the voting securities of a public corporation), be employed by, participate in, or be connected in any manner with the operation, ownership, management, or control of any enterprise engaged in any business that is competitive with the contract sterilization business as conducted before the Effective Time by Isomedix or after the Effective Time by STERIS (whether directly or through Isomedix).

(d) During the period commencing on the Effective Time and extending through the date on which Masefield is not subject to any restriction under either of paragraphs (b) or (c) of this Section 11, Masefield shall not, except in connection with his duties hereunder or otherwise for the sole account and benefit of STERIS, directly or indirectly, induce or solicit any employee of STERIS to leave its employ.

12. Intellectual Property. Any and all inventions made, developed, or created by Masefield (whether at the request or suggestion of Isomedix or STERIS or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) (a) during the period of Masefield's engagement with Isomedix before the Effective Time or with STERIS after the Effective Time, or (b) within a period of one year after the Termination Date, that may be directly or indirectly useful in, or relate to, the business of or tests being carried out by STERIS, shall be STERIS's exclusive property as against Masefield. At such time or times as the CEO may reasonably direct, Masefield shall promptly deliver to an appropriate representative of STERIS as designated by the CEO all papers, drawings, models, data, and other material relating to any invention made, developed, or created by him as aforesaid. Masefield shall, at the request of STERIS and without any payment therefor, execute any documents necessary or advisable in the opinion of STERIS's counsel to direct issuance of patents or copyrights to STERIS with respect to such inventions as are to be STERIS's exclusive property as against Masefield or to vest in STERIS title to such inventions as against Masefield. The expense of securing any such patent or copyright shall be borne by STERIS. With respect to any invention made, developed or created in whole or in part after the date of this Agreement, such inventions shall be promptly and fully disclosed by Masefield to the CEO.

13. Relationship With Others. The parties agree that the profitability and goodwill of STERIS depends on continued amicable relations with its suppliers and customers and Masefield agrees that he will not at any time in breach of his duty of loyalty to STERIS, directly or indirectly, cause, request, or advise any suppliers or customers of STERIS to curtail or cancel their business with STERIS.

14. Common Law of Torts or Trade Secrets. The parties agree that nothing in this Employment Agreement shall be construed to limit or negate the common law of torts or trade secrets where it provides STERIS with broader protection than that provided herein.

15. Remedies. In addition to other remedies provided by law or equity, upon a breach by Masefield of any of the covenants contained in Sections 11, 12 or 13 herein, STERIS shall be entitled to have a court of competent jurisdiction enter an injunction against Masefield prohibiting any further breach of the covenants contained herein.

16. Assignment and Binding Effect. The obligations of the parties hereunder may not be assigned or transferred, except upon the written consent of the other party hereto except that (a) STERIS may assign the benefit of this Agreement to one of its affiliates provided that STERIS remains primarily obligated to pay and provide to Masefield the payments and benefits provided for herein and provided that such assignment does not result in a breach by STERIS of Section 2 hereof, and (b) nothing herein shall preclude one or more beneficiaries of Masefield from receiving any amount that may be payable following the occurrence of his legal incompetency or his death or preclude the legal representative of his estate from receiving such amount or from assigning any right hereunder to the person or persons entitled thereto under his will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his estate. The term "beneficiaries", as used in this Agreement, shall mean a beneficiary or beneficiaries so designated to receive any such amount or, if no beneficiary has been so designated, Masefield's legal representative (in the event of his incompetency) or his estate. This Agreement shall be binding upon and inure to the benefit of Masefield and STERIS.

17. Entire Agreement. This Agreement, when effective, will supersede both the Employment Agreement dated as of May 16, 1995 and the Supplement to Employment Agreement dated as of February 14, 1997, both between Masefield and Isomedix (the "Prior Agreements"), and embodies the entire agreement and understanding between the parties hereto and, in addition, will supersede all prior understandings, whether written or oral, with respect to the engagement of Masefield by STERIS. From and after the Effective Time, neither the Prior Agreements nor any other agreement between Masefield and Isomedix with respect to his engagement will be of any further force or effect. The Indemnification Agreement between Masefield and Isomedix, dated as of February 18, 1994, shall remain in full force and effect with respect to actions and failures to act by Masefield occurring before the Effective Time.

18. Notices. Any notice, request, or instruction to be given hereunder by any party to the other parties will be deemed to have been given (i) when it is delivered, (ii) the day after it is sent by overnight courier, or (iii) when it is sent by facsimile, with confirmation of receipt, addressed, as follows:

If to STERIS:

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Attention: David C. Dvorak
Fax No.: 216-639-4457

with a copy to:

Roy L. Turnell
Thompson Hine & Flory LLP
3900 Key Tower
127 Public Square
Cleveland, Ohio 44114-1216
Fax No.: 216-566-5800

If to Masefield:

John Masefield
76-B Roxiticus Road
Far Hills, New Jersey 07931
Fax No.: 908-781-5673

or to such other addresses as may be designated by written notice to the other parties.

19. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent, but only to the extent, of such prohibition or unenforceability without invalidating the remaining portions hereof and such remaining portions of this Agreement shall continue to be in full force and effect. Without limiting the generality of the immediately preceding sentence, it is the specific intent of the parties that all provisions of Section 11 hereof be enforced to the maximum extent permitted by applicable law and that, if and to the extent any provision of Section 11 is not enforceable, that provision shall be reformed so as to be enforced to the maximum extent permitted.

20. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made in and to be performed exclusively within that State.

21. Withholding. Anything to the contrary notwithstanding, all payments required to be made by STERIS hereunder to Masefield or his beneficiaries, including his estate, shall be subject to withholding of such amounts relating to taxes as STERIS may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, in whole or in part, STERIS, may, in its sole discretion accept other provision for payment of taxes as permitted by law, provided it is satisfied in its sole discretion that all requirements of law affecting its responsibilities to withhold such taxes have been satisfied.

22. Key Man Insurance. If STERIS determines to apply for a policy of life insurance on Masefield's life, the proceeds of which would be payable to STERIS as key man insurance, Masefield shall cooperate with STERIS as reasonably necessary in connection with the application for that policy.

23. Attorneys' Fees. If a court of competent jurisdiction renders a judgment with respect to any dispute arising under this Agreement, the court may, in addition to any other remedies it might otherwise order, order that the attorneys' fees of the prevailing party be paid by the other party if and to the extent the positions taken by the other party in the dispute are unreasonable.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STERIS CORPORATION	JOHN MASEFIELD
By: /s/ Bill R. Sanford	/s/ John Masefield
Bill R. Sanford, Chairman, President, and Chief Executive Officer	

Exhibit (c)(3)

[STERIS Corporation Letterhead]

August 12, 1997

CONFIDENTIAL FAX

Tom DeAngelo
Chief Financial Officer
Isomedix Inc.
11 Apollo Drive
Whippany, NJ 07981

Dear Tom:

This letter is to confirm our recent telephone conversation regarding your employment and responsibilities with STERIS upon completion of the acquisition of Isomedix. I am very pleased with your desire to remain as a key participant and contributor to the growth of the Company.

Upon completion of the transaction, Isomedix will be a wholly owned subsidiary of STERIS. You will become President of Isomedix with overall responsibilities for day-to-day operations. You will report directly to John Masefield who has agreed to serve as Chairman and CEO of the Isomedix subsidiary through December 31, 1999.

Your base salary will be at the annualized rate of $150,000.00 per year. As a key manager within STERIS Corporation, you will be a participant in the Management Incentive Compensation Plan with an opportunity for 50% of your base salary as a performance bonus. You will also receive a non-qualified stock option grant of 15,000 STERIS common shares that will vest at the rate of 25% per year. The option price will be the closing price of STERIS common shares on the date of completion of the acquisition.

Your participation in the STERIS Management Incentive Compensation Plan will start on April 1, 1998, the beginning of STERIS's next fiscal year. Until that time, you will be paid incentive compensation at the full achievement level under your current Isomedix Plan. Therefore, you will receive your full bonus of $64,350.00 for calendar year 1997 and $16,087.50 for the first calendar quarter of 1998 (STERIS's fourth fiscal quarter).

Your initial work location will continue to be in Whippany. As you and I discussed, there is a possibility that business reasons might justify your relocation to another STERIS location at sometime in the future. If such becomes the case, your relocation expenses would be covered under the STERIS relocation policy.

You and your family will be full participants in the various STERIS benefit programs, including health insurance, vacation, and the 401(k) Plan. Your date of hire at Isomedix will be used for calculation of length of service as such relates to Associate benefits.

Tom, I again want to emphasize how thrilled I am that you are becoming a key member of the STERIS team. The mutual opportunities for Isomedix and STERIS are significant. We have the potential for growth that will directly benefit all of our Associates (employees) as we serve our Customers better than anyone else can.

Please call if you have any questions about STERIS or your new executive position. I look forward to our association.

Best regards,

STERIS Corporation

/s/ Bill R. Sanford
- -------------------
Bill R. Sanford
Chairman of the Board, President,
and Chief Executive Officer

BRS:cc