

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 5)*

Mirion Technologies, Inc.
(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share
(Titles of Class of Securities)

60471A101
(CUSIP Number)

Philip Grovit
GSAM Holdings LLC
200 West Street
New York, NY 10282
(212) 859-8000

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

June 4, 2024
(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule.13d-7 for other parties to whom copies are to be sent.

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

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

1	NAMES OF REPORTING PERSONS GS Sponsor II LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,793,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,793,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,793,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.9% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) Based on 220,159,325 shares of Class A Common Stock outstanding as of April 26, 2024, as reflected in the Form 10-Q filed by the Issuer with the SEC on May 1, 2024, plus 3,978,418 shares of Class A Common Stock described by the Issuer in a Form 8-K filed by the Issuer with the SEC on May 23, 2024 and the Exchange Shares. *See Item 3.*

1	NAMES OF REPORTING PERSONS The Goldman Sachs Group, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 21,588,585
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,588,585
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 21,588,585	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.6% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC-CO	

- (1) Based on 220,159,325 shares of Class A Common Stock outstanding as of April 26, 2024, as reflected in the Form 10-Q filed by the Issuer with the SEC on May 1, 2024, plus 3,978,418 shares of Class A Common Stock described by the Issuer in a Form 8-K filed by the Issuer with the SEC on May 23, 2024 and the Exchange Shares. *See Item 3.*

1	NAMES OF REPORTING PERSONS Goldman Sachs & Co. LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 21,588,585
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,588,585
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 21,588,585	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.6% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Based on 220,159,325 shares of Class A Common Stock outstanding as of April 26, 2024, as reflected in the Form 10-Q filed by the Issuer with the SEC on May 1, 2024, plus 3,978,418 shares of Class A Common Stock described by the Issuer in a Form 8-K filed by the Issuer with the SEC on May 23, 2024 and the Exchange Shares. *See Item 3.*

ITEM 1. SECURITY AND ISSUER

This Amendment (this “Amendment No. 5”), which relates to the Class A common stock, par value \$0.0001 per share (the “Class A Common Stock”), of Mirion Technologies, Inc., a Delaware corporation (the “Issuer”), further amends the initial Schedule 13D (as amended prior to the date hereof, the “Initial Filing”), of GS Sponsor II LLC (the “Sponsor”), Goldman Sachs & Co. LLC (“Goldman Sachs”) and The Goldman Sachs Group, Inc. (“GS Group” and, together with Sponsor and Goldman Sachs, the “Reporting Persons”). Disclosure items set forth in the Initial Filing shall remain in effect with respect to the Reporting Persons except to the extent expressly amended or superseded by this Amendment No. 5. All capitalized terms used and not expressly defined in this Amendment have the respective meanings ascribed to such terms in the Initial Filing.

ITEM 3. SOURCE OF FUNDS

Item 3 is hereby amended by the addition of the following:

On June 4, 2024, Sponsor entered into that certain Exchange Agreement (the “Exchange Agreement”) with the Issuer, pursuant to which Sponsor agreed to surrender Private Placement Warrants to purchase 8,500,000 shares of Class A Common Stock in exchange (the “Exchange”) for 1,768,000 shares (the “Exchange Shares”) of Class A Common Stock, which were issued by the Issuer on the same date. In connection with the Issuer’s efforts to release the Exchange Shares from certain restrictive legends and permit the Exchange Shares to be held in an account maintained at Goldman Sachs, Sponsor agreed to refrain from the direct or indirect transfer of the Exchange Shares except as permitted by the terms of that certain Certificate (the “Certificate”) delivered by it to the Issuer on June 4, 2024.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 is hereby amended by the addition of the following:

The disclosure made above in Item 3 of this Amendment is incorporated herein. Subject to market conditions, the price of, and liquidity for, the Class A Common Stock and other facts and circumstances and compliance with the applicable terms of the Certificate, Sponsor anticipates that it will sell, hedge or otherwise dispose of the Exchange Shares, from time to time in one or more transactions. However, Sponsor may, at any time and from time to time, review or reconsider its plans with respect to the Exchange Shares, subject to the terms of the Certificate.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended and restated as follows:

The information contained in rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Schedule 13D is incorporated by reference into this Item 5.

(a) and (b) The percentage beneficial ownership reported herein by each Reporting Person is based on 220,159,325 shares of Class A Common Stock outstanding as of April 26, 2024, as reflected in the Form 10-Q filed by the Issuer with the SEC on May 1, 2024, plus 3,978,418 shares of Class A Common Stock described by the Issuer in a Form 8-K filed by the Issuer with the SEC on May 23, 2024 and 1,768,000 Exchange Shares.

Each of the Reporting Persons may be deemed to beneficially own 17,793,000 shares of Class A Common Stock held by Sponsor, constituting 7.9% of the outstanding shares of Class A Common Stock. The Sponsor has the shared power to vote or direct the vote of, and the shared power to dispose or direct the disposition of, such shares of Class A Common Stock.

Each of Goldman Sachs and GS Group may be deemed to beneficially own 21,588,585 shares of Class A Common Stock, constituting 9.6% of the outstanding shares of Class A Common Stock. Each of Goldman Sachs and GS Group may be deemed to have shared power to vote or direct the vote of, and the shared power to dispose or direct the disposition of, (i) 17,793,000 shares of Class A Common Stock held by Sponsor, (ii) 1,325,000 shares of Class A Common Stock of which Employee Participation 1 LLC is the record owner, (iii) 1,400,000 shares of Class A Common Stock of which Employee Participation 2 LLC is the record owner and (iv) 1,070,585 shares of Class A Common Stock borrowed by certain of subsidiaries of GS Group in the ordinary course of business to facilitate the investing activity of their clients.

(c) Except as described above in Item 3, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A, Schedule B or Schedule C, effected any transactions in the Class A Shares in the preceding sixty days.

(d) Except that certain employees of affiliates of Goldman Sachs hold and may in the future be awarded certain contingent interests in the Class A Common Stock held by the Employee Participation Vehicles, no person other than the Reporting Persons and their direct or indirect subsidiaries (and, in the case of borrowed securities, the owner thereof), is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Class A Common Stock beneficially owned by the Reporting Persons.

(e) Not applicable.

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

Item 6 is amended by the addition of the following:

The disclosure set forth in Item 3 regarding the Exchange Agreement and the Certificate is incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 is amended by the addition of Exhibits 99.8 and 99.9 as follows:

Exhibit 99.8 Exchange Agreement, dated as of June 4, 2024, by and among GS Sponsor II LLC and Mirion Technologies, Inc. (filed herewith).

Exhibit 99.9 Certificate delivered by GS Sponsor II LLC on June 4, 2024 (filed herewith).

SIGNATURE

After reasonable 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: June 6, 2024

GS SPONSOR II LLC

By: /s/ Philip Grovit
Name Philip Grovit
Title Vice President

THE GOLDMAN SACHS GROUP, INC.

By: /s/ Crystal Orgill
Name Crystal Orgill
Title Attorney-in-Fact

GOLDMAN SACHS & CO. LLC

By: /s/ Crystal Orgill
Name Crystal Orgill
Title Attorney-in-Fact

SCHEDULE A

The name and principal occupation of each director and executive officer of GS Sponsor II LLC as of the date hereof are set forth below.

The business address for each person listed below is c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282.

All persons listed below are United States citizens.

Name

Present Principal Occupation

Raanan Agus, President
Philip W. Grovit, Vice President

Advisory Director of Goldman Sachs & Co. LLC
Managing Director of Goldman Sachs & Co. LLC

SCHEDULE B

The name and principal occupation of each member as of the date hereof of the Goldman Sachs Asset and Wealth Management Private Corporate Investment Committee, which exercises the authority of Goldman Sachs & Co. LLC in managing the investment in the Issuer, are set forth below.

The business address for each member listed below is c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, except as follows: The business address of Joe DiSabato is 555 California Street, 45th Floor, San Francisco, CA 94104. The business address of each of Jose Barreto, Michael Bruun, James Reynolds and Michele Titi-Cappelli is Plumtree Court, 25 Shoe Lane, London EC4A 4AU, England. The business address of Stephanie Hui is Cheung Kong Center, 68th Floor, 2 Queens Road, Central, Hong Kong.

All members listed below are United States citizens, except as follows: Stephanie Hui is a citizen of the United Kingdom; Adrian M. Jones is a citizen of Ireland; Harsh Nanda is a citizen of India; each of Nicole Agnew and Gregory Olafson is a citizen of Canada; James Reynolds is a citizen of France; Michele Titi-Cappelli is a citizen of Italy; Jose Barreto is a citizen of Portugal; and Michael Bruun is a citizen of Denmark.

Name	Present Principal Occupation
Nicole Agnew	Managing Director of Goldman Sachs & Co. LLC
Anthony Arnold	Managing Director of Goldman Sachs & Co. LLC
Jose Barreto	Managing Director of Goldman Sachs International
Michael Bruun	Managing Director of Goldman Sachs International
Beat Cabiallavetta	Managing Director of Goldman Sachs & Co. LLC
Hristo Dimitrov	Managing Director of Goldman Sachs & Co. LLC
Lou D'Ambrosio	Managing Director of Goldman Sachs & Co. LLC
Joe DiSabato	Managing Director of Goldman Sachs & Co. LLC
Richard Friedman	Managing Director of Goldman Sachs & Co. LLC
Bradley J. Gross	Managing Director of Goldman Sachs & Co. LLC
Stephanie Hui	Managing Director of Goldman Sachs (Asia) L.L.C.
Adrian M. Jones	Managing Director of Goldman Sachs & Co. LLC
Thomas R. McAndrew	Managing Director of Goldman Sachs & Co. LLC
Harsh Nanda	Managing Director of Goldman Sachs & Co. LLC
James Nolan	Managing Director of Goldman Sachs & Co. LLC
Gregory Olafson	Managing Director of Goldman Sachs & Co. LLC
Kenneth Pontarelli	Managing Director of Goldman Sachs & Co. LLC
James Reynolds	Managing Director of Goldman Sachs International
Leonard SeEVERS	Managing Director of Goldman Sachs & Co. LLC
Saba Shikari	Managing Director of Goldman Sachs & Co. LLC
Maxine Sleeper	Managing Director of Goldman Sachs & Co. LLC
Michele Titi-Cappelli	Managing Director of Goldman Sachs International

SCHEDULE C

The name of each director and executive officer of The Goldman Sachs Group, Inc. as of the date hereof is set forth below.

The business address of each person listed below is c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282.

Each person is a citizen of the United States of America except for Lakshmi N. Mittal, who is a citizen of India. The present principal occupation or employment of each of the listed persons is set forth below.

Name	Present Principal Occupation
David M. Solomon	Chairman and Chief Executive Officer of The Goldman Sachs Group, Inc.
M. Michele Burns	Former Chairman and Chief Executive Officer, Mercer LLC; Former Chief Financial Officer of each of: Marsh & McLennan Companies, Inc., Mirant Corp. and Delta Air Lines, Inc.
Denis P. Coleman III	Chief Financial Officer of The Goldman Sachs Group, Inc.
Mark A. Flaherty	Former Vice Chairman, Wellington Management Company
Sheara J. Fredman	Chief Accounting Officer of The Goldman Sachs Group, Inc.
Carey Halio	Global Treasurer of The Goldman Sachs Group, Inc.
Kimberley D. Harris	Executive Vice President of Comcast Corporation; General Counsel of NBCUniversal
Kevin R. Johnson	Former President and Chief Executive Officer, Starbucks Corporation
Ellen J. Kullman	Executive Chair, Carbon 3D, Inc.
Brian J. Lee	Chief Risk Officer of The Goldman Sachs Group, Inc.
Lakshmi N. Mittal	Executive Chairman of ArcelorMittal S.A.
Thomas K. Montag	Chief Executive Officer of Rubicon Carbon LLC
Peter Oppenheimer	Former Senior Vice President and Chief Financial Officer of Apple, Inc.
John F.W. Rogers	Executive Vice President of The Goldman Sachs Group, Inc.
Kathryn H. Ruemmler	Chief Legal Officer and General Counsel of The Goldman Sachs Group, Inc.
Jan E. Tighe	Former Vice Admiral, United States Navy
David A. Viniar	Former Chief Financial Officer of The Goldman Sachs Group, Inc.
John E. Waldron	President and Chief Operating Officer of The Goldman Sachs Group, Inc.

WARRANT EXCHANGE AGREEMENT

GS Sponsor II LLC (the “**Holder**”) enters into this Exchange Agreement (the “**Agreement**”) with Mirion Technologies, Inc. (f/k/a GS Acquisition Holdings Corp II), a Delaware corporation (the “**Company**”), on June 4, 2024 whereby the Holder will exchange (the “**Exchange**”) 8,500,000 warrants (the “**Private Warrants**”) to purchase 8,500,000 shares of Class A common stock, par value \$0.0001 per share, of the Company (the “**Common Stock**”) for the Exchange Consideration (as defined below).

On and subject to the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

Article 1. Exchange of the Private Warrants for the Exchange Consideration

At the Closing (as defined herein), the Holder hereby agrees to exchange and deliver to the Company 8,500,000 Private Warrants in the manner set forth in this Agreement, and in exchange therefor the Company hereby agrees to deliver to the Holder 1,768,000 shares (the “**Exchange Shares**”) of Common Stock (the “**Exchange Consideration**”).

The closing of the Exchange (the “**Closing**”) shall be conducted on the date hereof, or such later date as mutually agreed in writing by the parties (the “**Closing Date**”). At the Closing, (a) the Holder shall deliver or cause to be delivered to the Company all right, title and interest in and to its Private Warrants free and clear of any mortgage, lien, pledge, charge, security interest, encumbrance, title retention agreement, option, equity or other adverse claim thereto (collectively, “**Liens**”). At the Closing, the Company will cause Continental Stock Transfer & Trust Company, the Company’s warrant agent and transfer agent (“**Continental**”), to (a) cancel the Private Warrants and (b) to issue the Exchange Shares in book-entry form in the name of the Holder, free and clear of all Liens created by the Company.

Article 2. Covenants, Representations and Warranties of the Holder

The Holder hereby covenants as follows, and makes the following representations and warranties, each of which is and shall be true and correct on the date hereof and at the Closing, to the Company, and all such covenants, representations and warranties shall survive the Closing.

Section 2.1 Power and Authorization. The Holder is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and has the requisite power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Exchange contemplated hereby.

Section 2.2 Valid and Enforceable Agreement; No Violations. This Agreement has been duly authorized, executed and delivered by the Holder and constitutes a legal, valid and binding obligation of the Holder, enforceable against the Holder in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors’ rights generally, and (b) general principles of equity, whether such enforceability is considered in a proceeding at law or in equity (the “**Enforceability**”).

Exceptions”). This Agreement and consummation of the Exchange will not violate, conflict with or result in a breach of or default under (i) the Holder’s organizational documents, (ii) any agreement or instrument to which the Holder is a party or by which the Holder or any of its assets are bound or (iii) any laws, regulations or governmental or judicial decrees, injunctions or orders applicable to the Holder, except for such violations, conflicts or breaches under clauses (ii) and (iii) above that would not, individually or in the aggregate, have a material adverse effect on the financial position, results of operations or prospects of the Holder or adversely and materially affect its performance of the obligations under this Agreement or on the consummation of the transactions contemplated hereby.

Section 2.3 Title to the Private Warrants. At the Closing, the Holder will have good, valid and marketable title to the Private Warrants, free and clear of any Liens. The Holder has not, in whole or in part, (a) assigned, transferred, hypothecated, pledged, exchanged or otherwise disposed of any of the Private Warrants or its rights in the Private Warrants or (b) given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to its Private Warrants. Upon delivery of such Private Warrants to the Company pursuant to the Exchange, such Private Warrants shall be free and clear of all Liens created by the Holder.

Section 2.4 Exempt Transaction. The Holder understands that the exchange of the Private Warrants for the Exchange Shares hereby is intended to be exempt from registration under Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder, which exemption depends upon, among other things, the accuracy of the Holder’s representations expressed herein. The Holder represents and warrants to Company that it did not purchase the Private Warrants with a view to, or for sale in connection with, any distribution of the Exchange Shares issuable upon exchange of the Private Warrants in violation of the Securities Act. The Holder represents and warrants to Company that to the knowledge of the Holder, no commission or other remuneration has been or will be paid or given, directly or indirectly, for soliciting the transactions contemplated hereby. The Holder understands and agrees that (i) the Exchange Shares are not eligible for resale under Rule 144A under the Securities Act, (ii) the Exchange Shares cannot be resold under the registration statement on Form S-3 filed by the Company with respect to the issuance and resales of the shares of Common Stock issuable upon exercise of the Private Warrants, (iii) the Exchange Shares cannot be used to cover short sales entered into by the Holder, and (iv) any certificate or book-entry evidencing such Exchange Shares shall bear a legend in substantially the following form, or unless otherwise agreed by Company in writing:

THIS SECURITY WAS ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 3(A) (9) OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”) IN EXCHANGE FOR CERTAIN WARRANTS TO PURCHASE CLASS A COMMON STOCK, PAR VALUE \$0.0001 PER SHARE, OF THE COMPANY (THE “WARRANTS”), WHICH WARRANTS WERE ISSUED ON JUNE 30, 2020 IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 4(A)(2) OF THE SECURITIES ACT, AND, ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR HYPOTHECATED EXCEPT IN COMPLIANCE WITH THE

SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION THEREFROM.

Section 2.5 Adequate Information; No Reliance; No Pressure. The Holder acknowledges and agrees that (a) the Holder has been furnished with all materials it considers relevant to making an investment decision to enter into the Exchange and has had the opportunity to review (i) the Company's filings and submissions with the Securities and Exchange Commission (the "SEC"), including, without limitation, all information filed or furnished pursuant to the Securities Exchange Act of 1934, as amended (collectively, the "Public Filings"), and (ii) this Agreement (collectively, the "Materials"), (b) the Holder has had a full opportunity to ask questions of the Company concerning the Company and the terms and conditions of the Exchange, and to obtain from the Company any information that it considers necessary in making an informed investment decision and to verify the accuracy of the information set forth in the Public Filings and the other Materials; *provided that* (a) the Holder has had the opportunity to consult with its accounting, tax, financial and legal advisors to be able to evaluate the risks involved in the Exchange and to make an informed investment decision with respect to such Exchange, (b) the Holder is not relying, and has not relied, upon any statement, advice (whether accounting, tax, financial, legal or other), representation or warranty made by the Company or any of its affiliates or representatives or any other entity or person and that the Company is not acting or has acted as an advisor to the Holder in deciding whether to participate in the Exchange, (c) no statement or written material contrary to the Public Filings or the Materials has been made or given to the Holder by or on behalf of the Company, (d) the Holder is able to fend for itself in the Exchange, (e) any disclosure documents, including the Public Filings and the Materials, or other information provided in connection with the Exchange or this Agreement are the responsibility of the Company, (f) the Holder had a sufficient amount of time to consider whether to participate in the Exchange and that the Company has not placed any pressure on the Holder to respond to the opportunity to participate in the Exchange, (g) the Holder did not become aware of the Exchange through any form of general solicitation or advertising within the meaning of Rule 502 under the Securities Act or otherwise through a "public offering" under Section 4(a)(2) of the Securities Act; (h) the Holder has independently made its own analysis and decision to invest in the Exchange Shares; and (i) the Company has not (1) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of the Exchange; or (2) made any representation to the Holder regarding the legality of the Exchange under applicable investment guidelines, laws or regulations, other than the representations of the Company contained in Article 3 hereof.

Section 2.6 Investment in the Exchange Shares; No Registration. The Holder is not acquiring the Exchange Shares with a view to, or for resale in connection with, any distribution of the Exchange Shares in violation of the Securities Act. The Holder understands that the offer and sale of the Exchange Shares have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof that depend in part upon the investment intent of the Holder and the accuracy of the other representations made by the Holder in this Agreement. The Holder understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether the Holder's participation

in the Exchange meets the requirements for the exemption from the requirements of the Securities Act to register the Exchange Shares.

Section 2.7 Further Action. The Holder agrees that it will, upon request, execute and deliver any additional documents deemed by the Company, the warrant agent of the Private Warrants or transfer agent for the Common Stock to be reasonably necessary to complete the Exchange. Exchange. The terms of the Exchange are the result of bilateral negotiations between the parties and the Holder was given a meaningful opportunity to negotiate the terms of the Exchange.

Article 3. Covenants, Representations and Warranties of the Company

The Company hereby covenants as follows, and makes the following representations and warranties, each of which is and shall be true and correct on the date hereof and at the Closing, to the Holder, and all such covenants, representations and warranties shall survive the Closing.

Section 3.1 Power and Authorization. The Company is duly incorporated, validly existing and in good standing under the laws of its state of incorporation, and has the power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Exchange contemplated hereby. No material consent, approval, order or authorization of, or material registration, declaration or filing (other than filings under the Securities Exchange Act of 1934, as amended) with any governmental entity is required on the part of the Company in connection with the execution, delivery and performance by it of this Agreement and the consummation by the Company of the transactions contemplated hereby.

Section 3.2 Valid and Enforceable Agreements; No Violations. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions. This Agreement and consummation of the Exchange will not violate, conflict with or result in a breach of or default under (i) the charter, bylaws or other organizational documents of the Company, (ii) any agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound, or (iii) any laws, regulations or governmental or judicial decrees, injunctions or orders applicable to the Company, except for such violations, conflicts or breaches under clauses (ii) and (iii) above that would not, individually or in the aggregate, have a material adverse effect on the financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole or on its performance of its obligations under this Agreement or on the consummation of the transactions contemplated hereby.

Section 3.3 Validity of Exchange Shares. (a) The Exchange Shares have been duly authorized and, upon delivery, will be validly issued, fully paid and non-assessable; (b) the Exchange Shares will be issued with restrictive legends that restrict the transfer of such Exchange Shares under the U.S. federal securities laws as set forth in Section 2.4 of this Agreement; and (c) the Exchange Shares will not be subject to any preemptive, participation, rights of first refusal or other similar rights. Upon delivery of such Exchange Shares to the Holder pursuant to the Exchange, such Exchange Shares shall be free and clear of all Liens.

Section 3.4 Exchange. The terms of the Exchange are the result of bilateral negotiations between the parties.

Article 4. Miscellaneous

Section 4.1 Entire Agreement. This Agreement and any documents and agreements executed in connection with the Exchange embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.

Section 4.2 Construction. References in the singular shall include the plural, and vice versa, unless the context otherwise requires. References in the masculine shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meanings of the provisions hereof. Neither party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all language in all parts of this Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either party.

Section 4.3 Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of New York, without reference to its choice of law rules.

Section 4.4 Jurisdiction. Each party hereto hereby submits to the exclusive jurisdiction of any New York State court or Federal court sitting in the Borough of Manhattan in New York City in respect of any such suit, action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement (in each case, an “Action”), agrees not to commence any such Action except in such courts, and irrevocably agrees that all claims in respect of any such Action and the transactions contemplated hereby or the actions of the parties in the negotiation, performance or enforcement hereof may be heard and determined in such court (and any appellate court thereof).

Section 4.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of this Agreement by one party to the other may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 4.6 Termination. The Company may terminate this Agreement if there has occurred any breach by the Holder of any covenant, representation or warranty set forth

in Article 2. The Holder may terminate this Agreement if there has occurred any breach by the Company of any covenant, representation or warranty set forth in Article 3.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first above written.

“Company”

MIRION TECHNOLOGIES, INC.

By: _____ /s/ Brian Schopfer
Name: Brian Schopfer
Title: Chief Financial Officer

[Signature Page to Warrant Exchange Agreement]

“Holder”

GS SPONSOR II LLC

By: _____ /s/ Philip Grovit
Name: Philip Grovit
Title: Vice President

[Signature Page to Warrant Exchange Agreement]

CERTIFICATE OF GS SPONSOR II LLC

June 4, 2024

WHEREAS, GS Sponsor II LLC (“**GS Sponsor**”) and Mirion Technologies, Inc. (the “**Issuer**”) have agreed, pursuant to that certain Warrant Exchange Agreement, dated as of June 4, 2024, between GS Sponsor and the Issuer, to exchange 8,500,000 warrants to purchase Class A Common stock, par value \$0.0001 per share (the “**Class A Common Stock**”), of the Issuer held by GS Sponsor (the “**Private Warrants**”) for 1,768,000 shares of Class A Common Stock of the Issuer (the “**Exchange Shares**”) in an exchange exempt from registration under Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder (the “**Warrant Exchange**”); and

WHEREAS, on June 4, 2024, GS Sponsor acquired the Exchange Shares pursuant to the Warrant Exchange.

NOW, as of the date first written above, and based on the understanding that in reliance on the certifications made herein by GS Sponsor, the Issuer shall use commercially reasonable efforts to cause Continental Stock & Transfer Company (or any successor transfer agent designated by the Issuer, the “**Transfer Agent**”) to make the Exchange Shares available to GS Sponsor through the facilities of the Depository Trust Company in accordance with its customary procedures, free of any restrictive legend, stop-transfer order or other restriction, the undersigned hereby certifies to the Issuer that he or she is a duly authorized signatory of GS Sponsor and hereby further certifies to the Issuer on behalf of GS Sponsor, as follows:

1. The Exchange Shares will be held in an account at Goldman Sachs & Co. LLC in the name of GS Sponsor, and unless otherwise agreed between the Issuer and GS Sponsor, GS Sponsor will only sell such Exchange Shares pursuant to Rule 144 (“**Rule 144**”) under the Securities Act as permitted by paragraph 4 below and only if GS Sponsor has not received email notice by the Issuer that it (1) is no longer subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or (2) has not filed all reports and other materials required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934, as applicable, (other than Form 8-K reports) during the preceding 12 months (or for such shorter period that the Issuer was required to file such reports and materials) (a “**Non-Filing Notice**”) and, additionally in the case of sales by GS Sponsor when it is deemed an affiliate of the Issuer or has been deemed an affiliate during the prior three months, only in accordance with the conditions of Rule 144 applicable to such sales (provided that GS Sponsor may assume that the Issuer is in compliance with Rule 144(c) unless the Issuer provides a Non-Filing Notice stating that the Issuer is not then in compliance with Rule 144(c) and if GS Sponsor receives such a Non-Filing Notice, GS Sponsor shall not sell such Exchange Shares).
2. On or about June 4, 2029, GS Sponsor will deposit with the Transfer Agent any Exchange Shares still held in an account at Goldman Sachs & Co. LLC or its affiliates to have customary legends (including a restricted securities legend and, if applicable,

affiliate legend) attached, unless an alternative arrangement has been made with the Issuer (whether by a broker or directly by GS Sponsor).

3. The Issuer, its inside and outside legal counsel, and the Transfer Agent may rely upon the statements in this Certificate, including for purposes of preparing and delivering any legal opinion required in connection with the removal of restrictive legends from the Exchange Shares.
4. GS Sponsor agrees to not (a) sell or assign, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or transfer or agree to dispose of or transfer, directly or indirectly, or establish or increase any put equivalent position or liquidation with respect to, or decrease any call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any Exchange Shares, (b) enter into any hedging, swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Exchange Shares, whether any such transaction is to be settled by delivery of such Exchange Shares, in cash or otherwise, or (c) publicly announce any intention to effect any transaction specified in clause (a) or (b) (each of the aforementioned actions, a “**Transfer**”). Notwithstanding the immediately preceding sentence, GS Sponsor may Transfer the Exchange Shares (and GS Sponsor may file with the U.S. Securities and Exchange Commission (the “**SEC**”) any disclosures required by applicable law, including any required Form 144, Form 4 or Schedule 13D filings (or any amendments thereto) in connection with any such Transfer of the Exchange Shares) as follows: (1) in an overnight block trade on a non-SEC-registered basis (a “**Block Trade**”), *provided* that the Block Trade consists of all of the Exchange Shares held by GS Sponsor; or (2) in daily increments not to exceed 100,000 Exchange Shares in any given trading day.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

GS SPONSOR II LLC

By: /s/ Philip Grovit

Name: Philip Grovit

Title: Vice President

[Signature Page to Stockholder Certificate]