SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D. C. 20549

FORM 10-K-A

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED OCTOBER 31, 1994 COMMISSION FILE NO: 1-8597

THE COOPER COMPANIES, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	94-2657368
(STATE OR OTHER JURISDICTION OF INCORPORATION)	(I.R.S. EMPLOYER IDENTIFICATION NO.)
1 BRIDGE PLAZA, FORT LEE, NEW JERSEY	07024
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	(ZIP CODE)

201-585-5100
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
Common Stock, $.10 Par Value and associated Rights	New York Stock Exchange Pacific Stock Exchange
10 5/8% Convertible Subordinated Reset Debentures due 2005	New York Stock Exchange Pacific Stock Exchange
10% Senior Subordinated Secured Notes due 2003	Pacific Stock Exchange

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:

None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days. Yes [x] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [x]

Aggregate market value of the voting stock held by non-affiliates of the registrant as of December 31, 1994: Common Stock, $.10 Par Value -- $58,791,677

Number of shares outstanding of the registrant's common stock, as of December 31, 1994: 34,116,722

DOCUMENTS INCORPORATED BY REFERENCE:

None

The undersigned registrant hereby amends the following items, financial statements, exhibits or other portions of its Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 on Form 10-K for the fiscal year ended October 31, 1994, as set forth in the pages attached hereto:

Item 10 -- Directors and Executive Officers of the Registrant

Item 11 -- Executive Compensation
Item 12 -- Security Ownership of Certain Beneficial Owners and Management
Item 13 -- Certain Relationships and Related Transactions
Item 14 -- Exhibits, Financial Statement Schedules and Reports on Form 8-K

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

The individuals identified in the chart below constitute the current directors and executive officers of The Cooper Companies, Inc. (the 'Company')1:

NAME	AGE	DIRECTOR SINCE	OFFICE
Allan E. Rubenstein, M.D.	50	1992	Chairman of the Board of Directors
A. Thomas Bender	56	1994	Executive Vice President, Chief Operating Officer and Director
Mark A. Filler	34	1992	Director
Michael H. Kalkstein	52	1992	Director
Donald Press	61	1993	Director
Steven Rosenberg	46	1993	Director
Mel Schnell	49	1993	Director
Gregory A. Fryling	40	N/A	Vice President, Business Development
Robert S. Holcombe	52	N/A	Senior Vice President and General Counsel
Marisa F. Jacobs	38	N/A	Secretary and Associate General Counsel
Audrey A. Murray	51	N/A	Vice President of Risk Management and Employee Benefits
Robert S. Weiss	48	N/A	Senior Vice President, Treasurer and Chief Financial Officer
Stephen C. Whiteford	54	N/A	Vice President and Corporate Controller

Allan E. Rubenstein, M.D. has been serving as Chairman of the Board since July 1994; he served as Acting Chairman of the Board from April 1993 through June 1994. He is President of MTC Imaging Services, Inc. (a medical imaging company, founded by him in 1981, providing radiologic equipment to hospitals and physicians' offices). Dr. Rubenstein is certified by the American Board of Psychiatry and Neurology and by the American Society for Neuroimaging. He has been on the faculty of the Department of Neurology at Mt. Sinai School of Medicine in New York City since 1976, and currently is Associate Professor and Director of the Mt. Sinai Neurofibromatosis Research and Treatment Center. Dr. Rubenstein has authored two books on neurofibromatosis and is Medical Director for the National Neurofibromatosis Foundation.

A. Thomas Bender has been serving as the Chief Operating Officer of the Company since August 1994 and as Executive Vice President since March 1994. He served as Acting Chief Operating Officer from March 1994 to August 1994, and as Senior Vice President, Operations from October 1992 to February 1994. He has also served as President of CooperVision, Inc., the Company's contact lens subsidiary, since June 1991. Between 1966 and June 1991, Mr. Bender held a variety of positions at Allergan, Inc. (a manufacturer of eye and skin care products), including Corporate Senior Vice President, and President and Chief Operating Officer of Allergan's Herbert Laboratories, Dermatology Division.

Mark A. Filler has been Executive Vice President of Prism Mortgage Company (a mortgage broker) since June 1994. He is also serving as a director and a consultant to UreSil, L.P. (a manufacturer

1 Nicholas J. Pichotta (50), President and Chief Executive Officer of the Company's subsidiary, CooperSurgical, Inc., and Mark R. Russell (45), President and Chief Executive Officer of the Company's subsidiary, Hospital Group of America, Inc., are significant employees, as such term is used in Item 401(c) of Regulation S-K.

of disposable medical devices), for which he served as Chief Operating Officer from 1991 to May 1994. From 1989 to 1991, he was a member of the mergers and acquisition department of The Equity Group (a holding company for companies affiliated with Sam Zell).

Michael H. Kalkstein has been a partner in the law firm of Graham & James since September 1994. He was a partner in the law firm of Berliner Cohen from 1983 through August 1994. He has been on the Board of Trustees of Opera San Jose since 1984 and has been serving as its President since 1992. Mr. Kalkstein was a member of the Mayor's Task Force on Arts 2020 in San Jose, California and a member of the Governor of California's Special Task Force to implement the Agricultural Labor Relations Act.

Donald Press has served as the Executive Vice President of Broadway Management Co., Inc. (an owner and manager of commercial office buildings) since 1981. Mr. Press, an attorney, is also a principal in Donald Press, P.C. (a law firm) located in New York City.

Steven Rosenberg has been the Vice President and Chief Financial Officer of Cooper Life Sciences, Inc. ('CLS') (a company which recently disposed of its mortgage banking business and currently has no active operations) since 1990. From September 1987 through April 1990, Mr. Rosenberg served as President and Chief Executive Officer of Scomel Industries Inc. (an international marketing and consulting group).

Mel Schnell is a Senior Partner in Mel Schnell & Co. and Chairman of the Board of Melroc Corporation (futures, options and commodities trading companies), positions he has held for more than 20 years; he has served as Vice-Chairman of the New York Commodities Exchange since March 1988 and as the President and Director of CLS since 1989. Mr. Schnell is also a director of Andover Togs, Inc. (a manufacturer and importer of children's apparel).

Gregory A. Fryling has served as Vice President, Business Development since January 1993 and has been serving as President of CooperVision Pharmaceuticals, Inc. since May 1994. He has been an officer of various subsidiaries including Vice President and Controller of The Cooper Healthcare Group from January 1990 through December 1992 and Vice President and Controller of CooperVision, Inc. from October 1988 through December 1989. He also served as Vice President and Controller of CLS (then, a manufacturer of surgical laser and ultrasonic devices) from September 1986 to September 1988.

Robert S. Holcombe has served as Senior Vice President since October 1992 and as General Counsel since December 1989. He served as Vice President from December 1989 until October 1992. From October 1988 through June 1989 he served as Assistant General Counsel, and from June 1987 through September 1988, as General Attorney of Emhart Corporation (a manufacturer of consumer and industrial products and provider of computer based services). From September 1979 until May 1987, he served as Vice President and General Counsel of Planning Research Corporation (a professional services firm).

Marisa F. Jacobs has served as Secretary since April 1992 and as Associate General Counsel since November 1989. From July 1987 until October 1989, she served as Vice President of Prism Associates, Inc. (a business consulting firm of which she was a co-founder). From September 1981 to October 1987, she was an associate with the law firm of Reavis & McGrath (now Fulbright & Jaworski).

Audrey A. Murray has served as Vice President of Risk Management and Employee Benefits since November 1993. She served as Director of Risk Management from July 1988 until November 1993. From November 1985 until July 1988, she held the positions of Senior Risk Analyst and then Associate Director of Risk Management. From October 1984 until November 1985, she served as Employee Benefits Manager at GTE Sprint (a long distance telephone company). From June 1977 until October 1984, she served as Risk Manager at The O'Brien Corporation (a manufacturer of paints and technical coatings).

Nicholas J. Pichotta has served as President and Chief Executive Officer of CooperSurgical, Inc. since September 1992. He served as Vice President of the Company from December 1992 to May 1993 and as Vice President, Corporate Development-Healthcare from December 1991 to December 1992 and as President of CooperVision, Inc. from November 1990 to June 1991. He has served in a number of other positions since joining the Company in January 1989. From May to October 1988 he was Managing Director of Heraeus LaserSonics and from December 1986 to May 1988 he served as President of the Surgical Laser Division of CLS.

Mark R. Russell has served as the President and Chief Executive Officer of Hospital Group of America, Inc. since June 1993 and served as Executive Vice President and Chief Operating Officer from January 1987 (through the time of its acquisition by the Company in May 1992) until June 1993. From May 1986 to January 1987 he served as Senior Vice President and Chief Operating Officer of Nu-Med Psychiatric and from February 1981 to May 1986, he served as Senior Vice President and Chief Operating Officer of the Kennedy Health Care Foundation (the parent organization for a diversified healthcare services company).

Robert S. Weiss has been the Treasurer and Chief Financial Officer of the Company since 1989. Since October 1992, he has also served as a Senior Vice President; from March 1984 to October 1992 he served as a Vice President, and from 1984 through July 1990 he served as Corporate Controller. He served as Corporate Controller of Cooper Laboratories, Inc. (the Company's former parent) from 1980 until March 1984 and as Vice President from March 1983 until March 1984.

Stephen C. Whiteford has served as Vice President and Corporate Controller since July 1992. He served as Assistant Corporate Controller from March 1988 to July 1992, as International Controller from August 1986 to February 1988 and as Vice President and Controller of CooperVision Ophthalmic Products from June 1985 to August 1986.

Messrs. Schnell and Rosenberg are brothers-in-law. There are no other family relationships (whether by blood, marriage or adoption) among the Company's current directors or executive officers.

Two of the Company's seven directors, Steven Rosenberg and Mel Schnell, were first elected as directors at the 1993 Annual Meeting at the request of CLS, the Company's largest shareholder, pursuant to the terms of a settlement agreement dated June 14, 1993 between the Company and CLS. One director, Donald Press, first became a director on August 10, 1993, also at the request of CLS. Messrs. Press, Rosenberg and Schnell were re-elected to the Board at the 1994 annual meeting of stockholders pursuant to such agreement. For information with respect to the settlement agreement and certain contractual rights and obligations of CLS pertaining to the transfer and voting of shares of the Company's common stock and the composition of the Board of Directors, see Item 13. 'Certain Relationships and Related Transactions -- Agreements and Transactions with CLS.'

Section 16(a) Compliance

Section 16(a) of the Securities Exchange Act of 1934, as amended (the 'Securities Act'), requires the Company's officers, directors and persons owning more than ten percent of a registered class of the Company's equity securities to file reports of ownership and changes in ownership of all equity and derivative securities of the Company with the Securities and Exchange Commission (the 'SEC'), The New York Stock Exchange, Inc. and the Pacific Stock Exchange Incorporated. The SEC regulations also require that a copy of all such Section 16(a) forms filed must be furnished to the Company by the officers, directors and greater than ten-percent shareholders.

Based solely on a review of the copies of such forms and amendments thereto received by the Company, or written representations from the Company's officers and directors that no Forms 5 were required to be filed, the Company believes that during 1994 all Section 16(a) filing requirements applicable to its officers, directors and greater than ten-percent shareholders were met.

ITEM 11. EXECUTIVE COMPENSATION

SUMMARY COMPENSATION TABLE

The table below shows compensation paid in or with respect to each of the last three fiscal years to the person who served as the Company's chief executive officer during fiscal 1994, each of the persons who were, for the fiscal year ended October 31, 1994, the four most highly compensated executive officers of the Company and one former executive officer.

NAME AND PRINCIPAL POSITIONS	YEAR	ANNUAL COMPENSATION SALARY	BONUS	OTHER ANNUAL COMPENSATION(3)	RESTRICTED STOCK AWARDS	LONG TERM COMPENSATION AWARDS SECURITIES UNDERLYING OPTIONS/SARS	PAYOUTS LTIP PAYOUTS	ALL OTHER COMPENSATION(6)
Allan E. Rubenstein(1)	1994	$ 68,694(2)	0	N/A	0	0	0	0
Chairman of the Board	1993	$ 63,625(2)	0	N/A	0	0	$ 1,770	0
A. Thomas Bender	1994	$243,583	$168,191	N/A	$ 16,000(4)	100,000	0	$ 524
Executive Vice President and Chief	1993	$188,285	$128,034	N/A	0	3,220	$ 7,080	0
Operating Officer	1992	$185,450	$128,492	N/A	0	10,000(5)	$ 12,625	0
Robert S. Holcombe	1994	$239,167	$166,220	N/A	$ 48,000(8)	0	0	$ 1,300
Senior Vice President and	1993	$227,500	$ 11,375	N/A	0	23,940	$ 3,717	$ 651
General Counsel	1992	$211,174(7)	$ 39,600	N/A	0	0	0	$ 362
Mark R. Russell	1994	$249,828	$135,196	N/A	$ 16,000(9)	0	0	$ 1,118
President and CEO of	1993	$237,489	$ 35,688	N/A	0	21,840	0	$ 1,118
Hospital Group of America, Inc.	1992*	$ 87,992	0	N/A	0	80,000(5)	0	574
Robert S. Weiss	1994	$247,271(7)	$155,690	N/A	$ 48,000	40,000	0	$ 786
Senior Vice President,	1993	$236,391(7)	$ 10,319	N/A	0	0	$ 10,620	$ 447
Treasurer and Chief Financial Officer	1992	$210,000(7)	$ 39,000	N/A	0	0	0	$ 362
Steven G. Singer(11)	1994	$208,667(12)	0	N/A	$192,001(14)	0	$472,506(15)	$205,609(16)
	1993	$302,500	$118,906	N/A	0	0	0	$ 1,791
	1992	$324,674(7)	0	$98,459(13)	0	0	0	$ 1,782

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* All amounts shown for fiscal 1992 cover the period from May 29, 1992, when Hospital Group of America, Inc. was acquired by the Company, through October 31, 1992.

(1) Dr. Rubenstein assumed the position of Acting Chairman of the Board in April 1993. He served in that position through June 1994; in July 1994, he assumed the position of Chairman of the Board.

(2) See 'Executive Compensation -- Compensation of Directors' for a description

of compensation paid to non-employee directors.

(3) Excludes perquisites received as the value thereof did not exceed ten percent of any listed person's annual salary and bonus.

(4) As of October 31, 1994, Mr. Bender owned 11,111 shares of restricted stock; the aggregate fair market value of those shares was $28,444 as of October 31, 1994. Restrictions will be removed from the 11,111 shares on May 25, 1996, assuming Mr. Bender is still an employee of the Company. Those shares are eligible to receive any dividends paid by the Company prior to the removal of restrictions therefrom.

(5) Cancelled and replaced by the option granted in 1993 for a smaller number of shares bearing a lower exercise price.

(6) With the exception of Mr. Singer, consists of a $200 contribution by the Company to a 401(k) account (for each person other than Mr. Bender) and premiums on life insurance policies.

(footnotes continued on next page)

(footnotes continued from previous page)

(7) Includes directors' fees paid to: (i) Mr. Holcombe during a portion of fiscal 1992, (ii) Mr. Singer during a portion of fiscal 1992 and (iii) Mr. Weiss during a portion of fiscal 1992, all of fiscal 1993 and a portion of fiscal 1994.

(8) As of October 31, 1994, Mr. Holcombe owned 33,333 shares of restricted stock; the aggregate market value of those shares was $85,332 as of October 31, 1994. Restrictions were removed from those shares on January 3, 1995 in connection with the entering into of an amendment dated November 16, 1994 to Mr. Holcombe's Employment Agreement with the Company, which reduced the severance to which Mr. Holcombe would be entitled if his employment terminated under certain circumstances. See 'Executive Compensation -- Contracts.'

(9) As of October 31, 1994, Mr. Russell owned 11,111 shares of restricted stock; the aggregate market value of those shares was $28,444 as of October 31, 1994. Restrictions will be removed from those shares on May 25, 1996, assuming Mr. Russell is still an employee of the Company. Those shares are eligible to receive any dividends paid by the Company prior to the removal of restrictions therefrom.

(10) As of October 31, 1994, Mr. Weiss owned 33,333 shares of restricted stock; the aggregate market value of those shares was $85,332 as of October 31, 1994. Restrictions will be removed from those shares on May 25, 1996, assuming Mr. Weiss is still an employee of the Company. Those shares are eligible to receive any dividends paid by the Company prior to the removal of restrictions therefrom.

(11) Mr. Singer, the Company's former Executive Vice President and Chief Operating Officer, commenced a leave of absence on March 29, 1994, which continued through his termination on June 30, 1994.

(12) Through June 30, 1994, the date on which Mr. Singer's employment with the Company terminated. For a description of the agreement pursuant to which Mr. Singer's employment was terminated, see 'Executive Compensation -- Contracts.'

(13) Amount received upon exercise of phantom stock units awarded under the Company's 1988 Long Term Incentive Plan.

(14) Represents the fair market value on the date of grant of 133,334 shares of restricted stock granted to Mr. Singer in fiscal 1994 in connection with the Turn-Around Incentive Plan. Restrictions were removed from these shares in connection with the termination of Mr. Singer's employment with the Company.

(15) Represents the taxable gain recognized in fiscal 1994 by Mr. Singer upon the removal of restrictions from 182,611 shares of restricted stock in connection with the termination of Mr. Singer's employment with the Company.

(16) Represents a $200 contribution by the Company to Mr. Singer's 401(k) account, the premium on a life insurance policy and the value of cash paid and equipment transferred to Mr. Singer in fiscal 1994 in connection with the termination of Mr. Singer's employment with the Company.

OPTION GRANTS IN FISCAL YEAR ENDED OCTOBER 31, 1994

NAME	OPTIONS GRANTED	PERCENT OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR	EXERCISE PRICE PER SHARE	EXP. DATE	GRANT DATE PRESENT VALUE(3)
A. Thomas Bender	25,000(1)	6.10%	$1.06	3/29/04	$12,358
	25,000(1)	6.10%	$1.06	3/29/04	$12,358
	25,000(1)	6.10%	$1.06	3/29/04	$12,358
	25,000(1)	6.10%	$1.06	3/29/04	$12,358
Robert S. Holcombe	0				
Allan E. Rubenstein	0				
Mark R. Russell	0				
Robert S. Weiss	10,000(2)	2.44%	$2.56	10/27/04	$13,453
	10,000(2)	2.44%	$2.56	10/27/04	$13,453
	10,000(2)	2.44%	$2.56	10/27/04	$13,453
	10,000(2)	2.44%	$2.56	10/27/04	$13,453
Steven G. Singer	0				

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(1) For Mr. Bender's option to vest, two tests must be met simultaneously: (a) Mr. Bender shall remain as the Chief Operating Officer of the Company for a specified period of time following the date of grant, and (b) the price of the Company's common stock shall have reached a specified level. Specifically, 25,000 shares of the 100,000 share option became exercisable immediately, and an additional 25,000 shares will become exercisable on each of March 29, 1995, 1996 and 1997, assuming that Mr. Bender continues to serve as the Company's Chief Operating Officer. Despite the foregoing, before any portion of the option can be exercised, the Average Price (as defined in the Option Agreement) of a share of the Company's common stock must equal or exceed $1.50 per share with respect to the first 33,333 shares available for purchase under the option, $3.00 per share with respect to the second 33,333 shares and $5.00 per share with respect to the last 33,334 shares. During the period of April 1, 1999 through September 29, 2003, assuming no previous forfeiture of the option, any portion of the option which has not yet become exercisable shall become exercisable if the Average Price of a share of the common stock equals or exceeds $10.00. If any portion of the option has not become exercisable by September 30, 2003, and the option has not previously been forfeited, it shall become exercisable on that date. Vesting could be accelerated upon the occurrence of certain events relating to a change in control of the Company.

(2) Twenty-five percent of the 40,000 share option became exercisable upon grant. The remaining shares will become exercisable in 25% increments when the Average Price (as defined in the Option Agreement) of a share of the Company's common stock equals or exceeds $4.00, $5.00 and $6.00, respectively, if Mr. Weiss is still employed by the Company on those dates. If any portion of the option has not become exercisable by July 27, 2004, it shall become exercisable on that date, provided Mr. Weiss is still an employee of the Company.

(3) Calculated using the Minimum Value Option Pricing model and assuming a rate of 6.48% on U.S. Treasury Bonds for Mr. Bender and 7.74% for Mr. Weiss. Minimum Option Value per share equals the fair market value of the Company's common stock on the date of grant less the quotient of the option exercise price divided by the sum of one plus the Treasury Bond interest rate raised to the power equal to the number of years constituting the option term. The actual value, if any, of the options will depend on the amount by which the price at which the shares underlying the option are ultimately sold exceeds the exercise price of the option.

AGGREGATE OPTION EXERCISES IN FISCAL YEAR ENDED
OCTOBER 31, 1994 AND FISCAL YEAR-END OPTION VALUES

NAME	SHARES ACQUIRED ON EXERCISE	VALUE REALIZED	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT FISCAL YEAR END EXERCISABLE/UNEXERCISABLE	VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT FISCAL YEAR END EXERCISABLE/UNEXERCISABLE
A. Thomas Bender.....	3,220	$7,052	25,000/75,000	$37,500/$112,500
Robert S. Holcombe.....	0	0	23,940/0	$47,880/$0
Allan E. Rubenstein.....	0	0	0/0	$0/$0
Mark R. Russell.....	0	0	21,840/0	$43,680/$0
Robert S. Weiss.....	0	0	20,000/30,000	$0/$0
Steven G. Singer.....	0	0	0/0	$0/$0

Retirement Income Plan

The Company's Retirement Income Plan was adopted in December 1983. All employees of the Company and its participating subsidiaries who work at least 1,000 hours per year are eligible to become members of the plan. For services performed after December 31, 1988, members are entitled to an annual retirement benefit equal to .6% of base annual compensation up to $10,000 and 1.2% of base annual compensation which exceeds $10,000 but is not in excess of the applicable annual maximum compensation permitted to be taken into account under Internal Revenue Service guidelines for each year of service. For service prior to January 1, 1989, members are entitled to an annual retirement benefit equal to .75% of base annual compensation up to the Social Security Wage Base in effect that year and 1.5% of base annual compensation in excess of the Social Security Wage Base for each year of service.

The estimated annual benefits payable under this plan upon retirement (at the normal retirement age of 65) for Messrs. Bender, Holcombe and Weiss are approximately $21,000, $31,000 and $53,000, respectively2. The amount indicated for Mr. Holcombe does not reflect the impact of the additional years of service that will be attributed to him (see 'Executive Compensation -- Contracts'). Mr. Singer, who is vested under the plan and whose employment with the Company has been terminated, will, upon reaching age 65, be entitled to receive a pension of $11,981 per year. Neither Mr. Russell nor Dr. Rubenstein is a participant in the plan.

Contracts

The Company is a party to employment or agreements with Robert S. Holcombe and Robert S. Weiss. CooperVision, Inc., one of the Company's subsidiaries, is a party to an agreement with A. Thomas Bender. Hospital Group of America, Inc., another subsidiary, is a party to an agreement with Mark R. Russell. Each agreement provides that employment shall continue until terminated, except the agreement relating to Mr. Russell, which expires on July 1, 1997. Compensation paid pursuant thereto and awards under the Company's 1988 Long Term Incentive Plan (the 'LTIP') are set forth on the foregoing tables. Subject to the amendments described below with respect to Messrs. Bender and Holcombe, if (i) the Company or relevant subsidiary terminates the employee without Cause or (ii) the employee terminates his employment for Good Reason or following a Change in Control (as each term is defined in the relevant agreement), the Company or the relevant subsidiary will pay Mr. Bender 200% and each of Messrs. Holcombe, Russell and Weiss 150% of his annual base salary (such percentage to be reduced to 100% for Mr. Weiss if the termination arises out of a Change in Control). In addition, Messrs. Bender, Holcombe and Weiss would continue to participate in the Company's or relevant subsidiary's various insurance plans for a period of up to 24 months, 18 months and 18 months, respectively, and to receive a pro rata share of any amounts that would have been payable to him under the Company's Incentive Payment Plan (or any comparable plan then in effect) based on the number of

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2 These numbers have declined from estimates reported in previous years due to the lowering by the Internal Revenue Service of the maximum wages on which qualified pension benefits can be computed and awarded.

months he served during the year in which the termination occurs. Each of those individuals would also become fully vested in all benefits due under the Retirement Income Plan. In the case of Mr. Holcombe, his credited service for the purpose of determining the amount of his retirement benefit will be increased by an additional five years of deemed employment. In the event that employment is terminated by death or by the employee in the absence of Good Reason, benefits will not continue beyond the date of termination, no more than three months of severance will be paid and no portion of the Incentive Payment Plan bonus will be paid. The agreements between the Company and each of Messrs. Holcombe and Weiss have been guaranteed by certain of the Company's subsidiaries.

In March 1994, Mr. Bender's employment agreement was amended in connection with his assumption of additional responsibilities. Information relating to Mr. Bender's salary, bonus and grant of a stock option under the Company's LTIP is contained in the charts appearing prior to this section. In addition, the amendment provides for Mr. Bender to receive additional grants under the LTIP in each of March 1995, 1996 and 1997, of options to purchase up to 33,333 shares of the Company's common stock at the then current fair market value of such shares provided he is still serving as the Company's Chief Operating Officer. The agreement further provides that if Mr. Bender is asked, at any time, to relinquish the position of Chief Operating Officer of the Company, such relinquishment will not entitle Mr. Bender to terminate his employment for Good Reason and will not constitute a termination under the agreement so long as Mr. Bender remains in the position of President of CooperVision, Inc.

On November 16, 1994, Mr. Holcombe and the Company amended Mr. Holcombe's employment agreement to eliminate his ability to terminate his employment with Good Reason as a result of the Change in Control occasioned by the departure from the Company of certain members of senior management. In addition, the severance payments and the duration of post-termination benefits to which Mr. Holcombe would be entitled if his employment is terminated by the Company under certain conditions or if he elects to terminate his employment under certain conditions were decreased from 150% to 125% of annual base salary and from 18 months to 15 months of post-termination benefits. In exchange for agreeing to those amendments, Mr. Holcombe received a payment of $47,500 in November 1994 and had restrictions removed from 33,333 shares of restricted stock on January 3, 1995.

Mr. Singer's employment with the Company was terminated pursuant to a settlement agreement executed on August 30, 1994 but which was retroactively effective to June 30, 1994. In connection with that termination, Mr. Singer made certain representations and warranties relating to noncompetition with the Company and nondisclosure of any of the Company's proprietary information. Mr. Singer, on behalf of himself and all members of his family other than Gary Singer, released the Company from liability for certain legal fees and granted a release from any claims relating to any aspect of any relationship between the Company and the above-mentioned Singers. Mr. Singer received from the Company payment for his accrued but unused vacation time, additional cash payments of approximately $60,000 to Mr. Singer and $25,000 to an attorney representing Mr. Singer in connection with Company matters, 315,945 shares of the Company's common stock from which all restrictions had been removed and the furnishings of his office. Until June 1997, the Company will continue to provide Mr. Singer with medical and life insurance along with a monthly stipend of $2,000 to cover the costs of office and secretarial services and an automobile lease. Mr. Singer will remain eligible for an award of restricted stock granted to him under the Company's 1993 Turn-Around Incentive Plan if certain of that Plan's thresholds are satisfied before June 30, 1997. The Company released Mr. Singer and his relatives other than Gary Singer from claims relating to the relationship between the Company and Mr. Singer and events relating to certain legal proceedings in which Mr. Singer and/or Gary Singer were named as defendants, except that the Company retained the right to assert claims against any disgorgement or restitution fund established in connection with those legal proceedings.

Under the Company's LTIP and the 1990 Non-Employee Director Restricted Stock Plan (the 'RSP'), upon the occurrence of a Change in Control and, under the Company's LTIP, upon the occurrence of a Potential Change in Control (as such terms are defined in the LTIP and the RSP), restrictions will be removed from restricted shares, options will become exercisable and, unless otherwise determined by the LTIP Administrative Committee prior to any Change in Control, the value of all outstanding stock options will be cashed out on the basis of the Change in Control Price (as

defined in the LTIP) as of the date such Change in Control or Potential Change in Control is determined to have occurred. On January 16, 1995, the Board of Directors amended the LTIP to provide that, with certain exceptions, the occurrence of a Change in Control or a Potential Change in Control would have no effect on any awards made under the LTIP subsequent to December 19, 1994.

Compensation of Directors

Prior to May 23, 1994, each director of the Company received a payment of $7,500 per quarter (or an amount pro-rated to take into account the length of service during such quarter); with the election of Mr. Bender to the Board on May 23, 1994, the Board determined that quarterly payments would be suspended with respect to any director who is also an employee of the Company. With respect to each director who is not also a paid employee of the Company, the Board implemented a scaled-back fee schedule on September 13, 1994. Each non-employee director is now entitled to receive fees ranging from $125 to $1,000 for each meeting of the Board of Directors or a Committee of the Board attended (unless two or more meetings are held on the same day, in which case the maximum fee payable in connection with that day's meetings remains at $1,000) and $1,000 per day for other days during which substantially all of such director's time is spent on affairs of the Company, or a pro-rated amount for work which takes less than a full day. In addition, each Committee Chairman is entitled to receive a fee of $1,000 per year for serving as a Committee Chairman.

On April 26, 1990, the Company's Board of Directors adopted the 1990 Non-Employee Directors Restricted Stock Plan (the 'RSP'), which grants to each current and future director of the Company who is not also an employee of the Company or any subsidiary of the Company ('Non-Employee Director') the right to purchase, for $.10 per share, shares of the Company's common stock, subject to certain restrictions. One hundred thousand (100,000) shares of the Company's common stock were authorized and reserved for issuance under the RSP. Shares which are forfeited become available for new awards under such plan.

Under this plan, each Non-Employee Director automatically receives the opportunity to purchase 5,000 restricted shares upon initial election or appointment to the Board. The plan provides that restrictions shall lapse in 1,000-share increments, and that 1,000 shares shall therefore become nonforfeitable and freely transferable each time after the date of grant that the Average Price (as defined in the RSP) of the Company's common stock equals or exceeds for the first time each of the following percentages of increase over the Average Price on the date of grant of the award: 18%, 36%, 54%, 72% and 90%. Furthermore, upon the occurrence of a Change in Control as defined in the RSP, all restrictions would be removed from any restricted shares then outstanding.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Securities Held by Management

The following table sets forth information regarding ownership of the Company's common stock by each of its current directors, the current executive officers named in the Summary Compensation Table and by all of the current directors and executive officers as a group.

NAME OF BENEFICIAL OWNER	COMMON STOCK BENEFICIALLY OWNED AS OF JANUARY 31, 1995	
	NUMBER OF SHARES	PERCENTAGE OF SHARES
A. Thomas Bender	163,331(1)	*
Mark A. Filler	5,300	*
Robert S. Holcombe	69,773(2)	*
Michael H. Kalkstein	9,000	*
Donald Press	8,600(3)	*
Steven Rosenberg	5,000	*
Allan E. Rubenstein	5,000	*
Mark R. Russell	40,451(4)	*
Mel Schnell	5,000(5)	*
Robert S. Weiss	247,916(6)	*
All current directors and executive officers as a group (14 persons)	675,467(7)	1.97%

- ------------

* Less than 1%

(1) Includes 11,111 shares as to which Mr. Bender has sole voting power but as to which disposition is restricted pursuant to the terms of the LTIP and 25,000 shares which could be acquired upon the exercise of presently exercisable stock options.

(2) Includes 23,940 shares which could be acquired upon the exercise of presently exercisable stock options.

(3) Includes 3,600 shares which could be acquired upon conversion of $18,000 principal amount of the Company's 10 5/8% Convertible Subordinated Reset Debentures (convertible at the rate of $5.00 per share) owned directly by Mr. Press or held in a trust for which he serves as trustee.

(4) Includes 11,111 shares as to which Mr. Russell has sole voting power, but as to which disposition is restricted pursuant to the terms of the LTIP and 21,840 shares which Mr. Russell could acquire upon the exercise of presently exercisable stock options.

(5) Does not include 7,467,600 shares of common stock owned by CLS, see 'Principal Securityholders'. Mr. Schnell is the President and a director of CLS.

(6) Includes 33,333 shares as to which Mr. Weiss has sole voting power, but as to which disposition is restricted pursuant to the terms of the LTIP, 7,663 shares held on account for him under the Company's 401(k) Savings Plan and 20,000 shares which Mr. Weiss could acquire upon the exercise of presently exercisable stock options.

(7) See Notes (1) through (6) for details with respect to such ownership.

Principal Securityholders

The following table sets forth information regarding ownership of outstanding shares of the Company's common stock by those individuals or groups who have advised the Company that they own more than five percent (5%) of such outstanding shares.

NAME OF BENEFICIAL OWNER	COMMON STOCK BENEFICIALLY OWNED	
	NUMBER OF SHARES	PERCENTAGE OF SHARES
Cooper Life Sciences, Inc	7,467,600	21.9%

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Agreements and Transactions with CLS

The Company entered into a Settlement Agreement with CLS, dated June 14, 1993 (the 'Settlement Agreement'), to resolve all pending disputes with CLS and to avoid a possible costly and disruptive proxy fight, while continuing to maintain a Board of Directors the majority of whose members are independent. Pursuant to the Settlement Agreement, CLS delivered a general release of all claims (subject to exceptions for specified ongoing contractual obligations) and agreed to certain restrictions on its voting and transfer of securities of the Company, in exchange for the Company's payment of $4,000,000 in cash and delivery of 200,000 shares of CLS common stock owned by the Company (reflected in the Company's balance sheet at April 30, 1993 at its then current market value of $850,000) and a general release of claims against CLS (also subject to certain exceptions).

Pursuant to the Settlement Agreement, the Company agreed to nominate and use its reasonable best efforts to cause, and CLS agreed to vote all shares of common stock of the Company owned by it in favor of, the election of a Board of Directors of the Company consisting of eight members, five of whom were designated by the Company and three (who are reasonably acceptable to the Company) by CLS. The number of CLS designees will decline to two if CLS owns less than 5,400,000 shares of common stock and to one if CLS owns less than 2,400,000 shares of common stock, subject to CLS's right to designate additional directors if the term of the agreement is extended under certain circumstances. A majority of the members designated by the Company were individuals who were not employees of the Company or employees, affiliates or significant stockholders of CLS ('Independent Designees'). If a new chief executive officer or chairman of the board of the Company is hired, such person may be added as an additional director.

CLS also agreed in the Settlement Agreement not to acquire any additional securities of the Company and not to transfer any securities of the Company, except (i) transfers, during any 12-month period, of not more than 1,500,000 shares of common stock (increasing to 2,500,000 shares of common stock for so long as CLS owns more than 4,850,000 shares of common stock) to any one person or group, other than to a person or group which, without the approval of the Company's Board, has proposed certain transactions involving the Company or its securities, (ii) transfers pursuant to registered public offerings or bona fide open market sales in compliance with Rule 144 under the Securities Act, (iii) transfers of common stock pursuant to a tender or exchange offer, in an aggregate amount not to exceed 4,850,000 shares unless such offer is either a cash tender offer for all outstanding shares of common stock or the Company's Board of Directors, including a majority of the Independent Designees, has approved the offer, (iv) bona fide pledges of common stock to an unaffiliated institutional lender for borrowed money, and (v) transfers to a controlled affiliate or liquidating trust, provided the affiliate or trustee agrees to be bound by the Settlement Agreement. In addition, CLS agreed not to publicly propose any business combination with, or change of control of, the Company, make any tender offer for securities of the Company, otherwise seek control of or to influence the Board of Directors of the Company or take any action contrary to the Settlement Agreement (including actions with respect to the composition and election of the Board of Directors). CLS is free, however, to vote all voting securities owned by it as it deems appropriate on any matter brought before the Company's stockholders, other than matters relating to the election and composition of the Board.

The agreements with respect to Board representation and voting, and the restrictions on CLS's acquisition and transfer of securities of the Company, were to terminate on June 14, 1995, or earlier if CLS beneficially owned less than 1,000,000 shares of common stock, subject to extension under certain circumstances. In January 1995, in connection with an amendment to the Company's Rights Agreement, the Company and CLS amended the 1993 Settlement Agreement to provide that the provisions relating to CLS's representation on the Company's Board, CLS's obligations with respect to voting its securities of the Company and the restrictions on CLS's acquisition and transfer of securities of the Company, will now end on the earlier of (i) the first date on which CLS beneficially owns fewer than 1,000,000 shares of the Company's outstanding common stock or (ii) October 31, 1996, or if any person (other than two specified individuals) becomes the beneficial owner of 20% or more of the outstanding shares of common stock of CLS, then on April 30, 1997.

Following termination of the 1993 Settlement Agreement and through June 12, 2002, CLS will continue to have the contractual right that it had pursuant to a 1992 settlement agreement between CLS and the Company to designate two directors of the Company, so long as CLS continues to own at least 2,400,000 shares of common stock, or one director, so long as it continues to own at least 1,000,000 shares of common stock.

Business Relationships

Michael H. Kalkstein, a director of the Company since April 1992, is a partner in the law firm of Graham & James, which has been compensated for legal services rendered to the Company in fiscal 1994. Mr. Kalkstein was a partner in the law firm of Berliner Cohen through August 1994. That firm was also compensated for legal services rendered to the Company in fiscal 1994.

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K.

(a)(3) Exhibits

10.19 -- 1995 Incentive Payment Plan.
10.20 -- Employment Agreement dated as of May 27, 1992, by and between Mark R. Russell and Hospital Group of America, Inc.
10.21 -- Letter Agreement dated June 18, 1993, by and between Mark R. Russell and Hospital Group of America, Inc.
10.22 -- Letter Agreement dated January 11, 1995, by and between Mark R. Russell and Hospital Group of America, Inc.
10.23 -- Settlement Agreement dated June 30, 1994 and executed on August 30, 1994, between the Company and Steven G. Singer.

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Amendment to be signed on its behalf by the undersigned, thereunder duly authorized.

THE COOPER COMPANIES, INC.

By /s/ MARISA F. JACOBS
.....
MARISA F. JACOBS
SECRETARY AND ASSOCIATE GENERAL COUNSEL

Dated: February 27, 1995

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT	LOCATION OF EXHIBIT IN SEQUENTIAL NUMBER SYSTEM
10.19 --	1995 Incentive Payment Plan.....	
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THE COOPER COMPANIES, INC.
1995 INCENTIVE PAYMENT PLAN
('IPP')

REVISED
JANUARY 26, 1995

THE COOPER COMPANIES, INC.
1995 INCENTIVE PAYMENT PLAN

SECTION I -- NAME

The name of this plan is the '1995 Incentive Payment Plan,' referred to herein as the 'Plan' or 'IPP.'

SECTION II -- SCOPE

This Plan sets out the IPP guidelines for the following Business Units of The Cooper Companies, Inc. and its subsidiaries (the 'Company' or 'TCC'):

CooperVision ('CVI'):

Consolidated

Rochester

Canada

CooperVision Pharmaceuticals ('CVP')

CooperSurgical ('CSI')

Hospital Group of America ('HGA'):

Consolidated

Hartgrove

Hampton

MeadowWood

Corporate HQ

Where the terms of this Plan differ from the terms of any individual's employment or severance contract, the terms of such contract will dictate; provided, however, that in order to avoid difficulties at year's end, each general manager should confirm all contractual IPP (or other bonus) obligations in writing to the Company's Corporate Chief Operating Officer (the 'COO') and Chief Financial Officer ('CFO') no later than December 31, 1994.

NOTE: NO NEW SUCH ARRANGEMENTS SHALL BE ENTERED INTO WITHOUT THE ADVANCE WRITTEN APPROVAL OF THE COO AND THE CFO.

SECTION III -- PURPOSE

The purpose of the Plan is to provide incentives to officers and key employees of the Company who are in a position to contribute significantly to increasing (1) Revenues, (2) Income and/or (3) Cash flow, as each of such terms is defined herein. The Plan also includes a discretionary pool based on Management by Objectives ('MBO's'), designed to reward participants for achievement of specific agreed-to objectives.

SECTION IV -- COMPENSATION PHILOSOPHY

It is the Company's philosophy that:

All employees be paid a base salary that is competitive in comparable organizations, based on each employee's experience, performance and geographical location.

Employees whose efforts achieve the goals outlined in Section III -- Purpose, will be provided with the opportunity to earn total compensation significantly above average. This opportunity is made available via this Plan and certain other benefit plans.

SECTION V -- DEFINITIONS

'Budget' or 'Budgeted,' when used in conjunction with any measuring device under this Plan (e.g., Revenues Budget or Budgeted Revenues) shall mean the budget for each Participant's Business Unit (attached as Exhibit IV), adjusted where appropriate to reflect acquisitions and/or divestitures in accordance with Deal Sheets approved by, and in the discretion of, the Board of Directors.

'Business Unit' shall mean any operating or headquarters unit so established by the Company. For the 1995 Plan, the designated Business Units are as set out in Section II -- Scope, above.

'Cash flow' shall mean Operating Income plus non-cash charges (depreciation, etc.), plus(minus) decreases(increases) in non-cash and cash equivalent asset accounts, plus(minus) (decreases)increases in non-interest-bearing liability accounts other than income tax payable at the operating business level. The Intercompany account will be excluded in all determinations of Cash flow. The balance sheet increases and decreases detailed above shall be the result of comparing the appropriate current IPP Year end balance sheet to the final actual balance sheet as at the end of the prior Year.

'Eligible Individual' shall mean any person employed by the Company who is a salary or a fixed monthly amount, as distinguished from an hourly wage.

'Income' is defined as follows:

BUSINESS UNIT	DEFINITION
Corporate HQ	Consolidated net income (loss) applicable to common stock
All other Business Units	Operating Income for each individual Business Unit

SECTION V -- DEFINITIONS -- Continued

'Operating Income' shall mean Revenues less cost of sales (including third party royalties), selling, general and administrative expenses, and research and development expenses all accounted for in accordance with the Policies and Procedures of the Company and Generally Accepted Accounting Principles.

'Participant' shall mean any Eligible Individual selected to have the opportunity to earn an award under the Plan in accordance with its terms.

'Salary' shall mean the actual base salary paid to an Eligible Individual during the Year while a Participant in the Plan. No items of supplemental compensation (prior year bonus, relocation or automobile allowances, special stipends, etc.) will be considered part of Salary.

'Senior Management' shall mean the COO and the CFO for purposes of administering this Plan.

'Revenues' shall mean net revenues accounted for in accordance with the Policies and Procedures of the Company and Generally Accepted Accounting Principles. In general terms, net revenues is the result of deducting from total revenues any returns, discounts, contractual or other allowances, and any freight, sales tax, etc. charged to customers.

'Year' shall mean the fiscal year of the Company, which is November 1 through October 31.

SECTION VI -- ELIGIBILITY FOR PARTICIPATION

Participation in the Plan will be offered to those Eligible Individuals who, in the opinion of the Company, are in a position to significantly influence the Company's Revenues, Income and/or Cash flow. Eligibility for participation shall be at the sole discretion of Senior Management.

SECTION VII -- AWARD OPPORTUNITY

At the beginning of each Year, or as otherwise appropriate, the Chief Operating Officer of the Company, will classify each Participant into a category indicating his or her incentive opportunity for achievement of 100% of established goals. The incentive opportunity will range from 10% to 50% of Salary and may be adjusted upward or downward from the previous Year's level.

SECTION VIII -- DETERMINATION OF INCENTIVE PAYMENT

Each Participant's incentive award opportunity will be based on the performance of the Business Unit of which he or she is a member. In the event that any Participant works for more than one Business Unit over the course of the Year Senior Management shall, in its sole and absolute discretion, pro-rate IPP achievement; however, in no event shall any Participant receive a total IPP amount greater than the maximum amount that would be payable to him or her had he or she been employed solely by the Business Unit which receives the greatest IPP achievement. The total award opportunity for Business Units will be the sum of assigned percentage weightings for Revenues, Income, Cash flow (together, 'Quantitative Criteria') and discretionary (which will be based on MBO's), as set out in Attachment I.

SECTION VIII -- DETERMINATION OF INCENTIVE PAYMENT -- Continued

Goals for earning an award payment will be based on the percentage of budget achievement generated for each of the Quantitative Criteria. Senior Management will provide the Compensation and LTIP Committee of the Board of Directors (the 'Committee') a report on variances to the consolidated budgets for Income and Cash Flow, highlighting key variances including non recurring, non controllable and/or discretionary items. The Committee may elect to include or exclude certain of these items for purposes of determining the overall Corporate HQ quantitative budget achievement. Senior Management may exercise this same discretion in assessing the budget achievement of each of the Company's other Business Units. The amount of any and all discretionary payments will be the result of an assessment of each Participant's success in achieving his or her MBO's, by his or her supervisor and Senior Management. Senior Management will consult with the Committee before determining the overall level of achievement of each unit's discretionary criteria. The level of achievement of the discretionary criteria for the five most highly compensated members of management shall be recommended by Senior Management and approved by the Committee. The Quantitative Criteria will be measured separately for achievement of budget. Importantly, every one of the Quantitative Criteria must achieve at least 95% of budget before the total IPP entitlement can exceed 100%. The matrix below indicates the level of IPP achievement that coincides with a given budget achievement.

IF BUDGET ACHIEVEMENT IS(3)	IPP ACHIEVEMENT IS
Less than 85%	0%
85%	25%
90%	50%
95%	75%
100%	100%(1)
110%	150%(2)
120% or more	200%(Maximum)(2)

(1) This is the level indicated as the 'Incentive Opportunity' in Section VII.

(2) Each of the Quantitative Criteria (Revenue, Income, Cash flow) must achieve at least 95% of budget before the total IPP entitlement can exceed 100%

(3) Senior Management reserves the right to adjust these levels where target figures are so small as to invite anomalous results.

If budget achievement falls between the specific levels listed above, the IPP achievement will be interpolated to the nearest whole percent. For example, if the budget achievement for sales was 97% the IPP achievement would be 85%:

IPP achievement for 95% of budget achievement	75%
Plus 40% (2/5ths) of next 25% (100% - 75%)	10%
IPP achievement for 97% of budget achievement	85%

Specific examples of the award determination process are included as Attachment IV.

SECTION IX -- FORM OF PAYMENT

Payments under this Plan may be made in the form of a combination of cash and common stock of the Company. The percentage mix of the payment will be at the sole discretion of the Board of Directors of the Company, subject to the limitation that the stock portion of the payment will not exceed 50% of the total. Such determination will be made at the time the Board approves payments to be made under the Plan. Any common stock portion of the payment will be made in shares of restricted stock bearing a restriction of up to 30 days, and at no cost to the Participant other than required payments for taxes.

SECTION X -- TIMING OF AWARD PAYMENTS

Incentive award payments for each Participant will be calculated and accrued in the appropriate Business Unit's books from time to time during the Year based on projected results. The indicated payment must be completely accrued for as at the end of each Year. No IPP payments in excess of the accrual balance will be made. Such accruals will be calculated based upon each Business Unit's performance against budget for the Year then ended as discussed above and illustrated in the attached examples.

No payments will be made to any Participant until Senior Management has had an opportunity to review the results of the first quarter of the subsequent Year. To the extent that such first quarter results reflect negative anomalies that are determined by Senior Management to relate back to the previous Year, award payments for such Year may be decreased or calculated, at the discretion of Senior Management. The target date to release payments, therefore, will be approximately January 31, 1996 subject to acceleration by Senior Management, in its sole and absolute discretion.

SECTION XI -- TERMINATION OF EMPLOYMENT

Except where required pursuant to a previously existing employment agreement (or extenuating circumstances, which will be handled on an ad hoc basis by Senior Management), any Participant whose employment is terminated by the Company prior to the end of the Year, or by the Participant prior to the payment for such Year for any reason other than death or retirement or disability consistent with the Company's then current provisions for retirement and/or disability, will forfeit any opportunity to receive an award under the Plan for that Year.

In the case of a Participant's retirement, disability or death, such Participant (or designated heir in the event of the Participant's death) may, at the discretion of Senior Management, be eligible to receive a pro-rata payment under the Plan on account of the period prior to cessation of active full-time employment. Pro-rata payments will be made concurrently with other payments under the Plan.

SECTION XII -- NEW HIRES, PROMOTIONS AND TRANSFERS

Individuals hired or promoted during the Year may become Participants in the Plan subject to the approval of Senior Management. Partial Year Participants will be eligible to earn a pro-rata award.

Separate pro-rata calculations will be made for any Participants who are promoted to a higher Incentive Opportunity during the Year. III the event that any Participant works for more than one Business Unit over the course of the Year, Senior Management shall, in its sole and absolute discretion, pro-rate IPP achievement; however, in no event shall any Participant receive a total IPP amount greater than the maximum amount that would be payable to him or her had he or she been employed solely by the Business Unit which receives the greatest IPP achievement.

SECTION XII -- GENERAL PROVISIONS

(1) Each Participant shall treat as personal and strictly confidential any and all information related to Participant's inclusion in the Plan.

(2) The expenses of administering the Plan shall be borne by the Company.

(3) No employee has any right or claim to be a Participant in the Plan or to receive a payment under the Plan.

(4) Participation in the Plan does not provide any employee the right to be retained in the employment of the Company.

(5) A Participant may not assign or transfer any rights under the Plan. Any attempt to do so will invalidate those rights.

(6) The Plan shall be subject to all applicable federal and state laws and regulations. Payments made under the Plan shall only be made to the extent permitted by such laws and regulations, subject to all applicable taxes.

SECTION XIV -- AMENDMENT OR TERMINATION

The Plan may be amended or terminated at any time by action of the Board of Directors of the Company. Senior Management shall be responsible, in its sole discretion, for any interpretation of this Plan. Such interpretations shall be final.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT, dated as of the 27th day of May, 1992, by and between Hospital Group of America, Inc., a Delaware corporation (the 'Company'), and Mark R. Russell (the 'Executive').

WHEREAS, the Company desires to employ Executive and Executive desires to accept such employment on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

1. Employment. The Company agrees to employ Executive during the Employment Period (as hereinafter defined in an executive capacity in accordance with the provisions of Section 2 hereof, and Executive agrees to be so employed by the Company, all subject to the terms and provisions of this Employment Agreement. The Employment Period shall commence on the date of the Closing (as defined in that certain Stock Purchase Agreement (the 'Stock Purchase Agreement'), dated April 6, 1992, by and among, inter alia, PSG Acquisition, Inc. ('PSG'), PSG Management, Inc. ('PSG Management') (each a wholly-owned subsidiary of The Cooper Companies, Inc. ('TCC'), Nu-Med, Inc., and PsychGroup, Inc., regarding the purchase by PSG of the stock of Hospital Group of

America, Inc. ('HGA')) and continue until the earliest to occur of the following:

(a) The third anniversary of the Closing; and

(b) The Termination Date as defined in Section 5(d).

In the event that the Stock Purchase Agreement is terminated for any reason whatsoever, this Employment Agreement shall be deemed null and void ab initio.

2. Position and Duties. During the Employment Period, Executive shall serve in the capacity of Executive Vice President and Chief Operating Officer of each of HGA, PSG and PSG Management, reporting to the President and Chief Executive Officer of such entities, or in such other mutually acceptable capacity as TCC and Executive may decide. In the event that the Company forms or acquires any new or additional business unit or units engaged in the ownership or management of psychiatric care facilities, Executive, if requested by TCC, shall also serve as Executive Vice President and Chief Operating Officer of such unit or units.

3. Compensation.

(a) Annual Salary: During the Employment Period, the Company shall pay Executive a salary at a rate of not less than TWO HUNDRED TWENTY TWO THOUSAND SIX HUNDRED DOLLARS ($222,600) per annum ('Annual Salary'), payable in equal regular installments on the 15th and last day of each month during the Employment Period. The Company agrees to increase the Annual Salary each October

31st during the Employment Period at an annualized rate of five percent. Any such increased salary shall become the Annual Salary on and after the effective date of such increase.

(b) Bonus: Executive shall be eligible to receive a target bonus in an annualized amount of forty percent (40%) of the Annual Salary, based upon the achievement by HGA of Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) and/or other targets to be mutually agreed upon by TCC and the President of HGA. Such bonus may be as much as 120% of 40% if the agreed-upon targets are exceeded by amounts mutually agreed upon between TCC and the President of HGA.

(c) Benefits: Executive shall participate in all employee benefit plans and receive such fringe benefits as are from time to time made generally available to the Company's senior management. The Company shall reimburse Executive for all proper expenses incurred by him in the performance of his duties, in accordance with the policies and procedures established by TCC.

(d) Automobile Allowance and Expenses: The Company shall pay Executive, on the last day of each month during the Employment Period, an automobile allowance in the amount of $600. At the Company's election, upon 180 days notice to Executive, the Company may terminate such allowance and provide Executive with a Company-owned or leased automobile, in which event the Company shall be responsible for the registration and insurance therefor. The Company shall reimburse Executive for the reasonable cost of insurance, routine maintenance and for the reasonable cost of

gasoline purchased for Executive's business use of such automobile. All such amounts shall be included in Executive's taxable income for purposes of reporting wages and determining withholding, as determined by the Company's Tax Department. Executive agrees that he shall be entitled to no other reimbursement or allowance for automobile usage, whether pursuant to TCC or Company policy or otherwise.

(e) Vacation: Executive shall receive four (4) weeks of vacation time per annum at times mutually agreeable to Executive and the Company.

(f) Total Compensation: Except as set forth in that certain letter agreement, of even date herewith, with respect to performance stock options to be granted to Executive, or as otherwise hereafter agreed to by the Company in writing, the compensation set forth herein constitutes the total of all compensation to which Executive is entitled, and Executive specifically and irrevocably waives any and all right to compensation not specifically provided for herein.

4. Incapacity. If at any time during the Employment Period Executive is unable to perform fully his duties hereunder by reason of illness, accident or other disability (as confirmed by competent medical evidence) and Executive neither is terminated pursuant to Section 5(a)(i) or otherwise nor terminates his employment, Executive shall be entitled to the following compensation and benefits: (a) During the first six months of such

incapacity (but in no event beyond the end of the Employment Period) (i) Executive shall be entitled to receive salary at a rate equal to the Annual Salary to which he would be entitled under this Employment Agreement and (ii) the Option shall vest to the extent it would have vested hereunder but for such incapacity. (b) During any remaining period of such incapacity (but in no event beyond the end of the Employment Period) (i) Executive shall be entitled to receive salary at a rate equal to 50% of his Annual Salary but (ii) no additional portion of the Option shall vest during such remaining period of incapacity and the dates upon which subsequent portions of the Option would have vested but for such incapacity shall be extended by a number of days equal to the number of days of such remaining period of incapacity. Notwithstanding the foregoing provisions of this Section 4, the amounts payable to Executive under this Section 4 shall be reduced by any amounts received by Executive with respect to such incapacity pursuant to any insurance policy, plan or other employee benefit provided to Executive by the Company. For the purpose of this Section 4, more than one occurrence of incapacity during the Employment Period shall be treated as a single period of incapacity regardless of any interruption in such incapacity, except that a new and separate period of incapacity shall be deemed to have commenced if (x) the illness, accident or other disability giving rise to the latest occurrence of incapacity is totally unrelated to any period incapacity, or (y) notwithstanding that the illness, accident or disability giving rise to the latest occurrence of

incapacity is related to any prior incapacity, Executive has performed his duties hereunder for a continuous period of at least six months since the termination of such prior incapacity.

5. Termination and Resignation.

(a) Events of Termination: In the event that during the Employment Period there should occur (i) the 'Total and Permanent Incapacity' of Executive, as defined in Section 5(h); (ii) the failure or inability of Executive to perform his obligations hereunder in a manner satisfactory to the Company; (iii) the engaging by Executive in gross misconduct injurious to the Company; or (iv) the breach by Executive of Sections 6 or 7 hereof, the Company may elect to terminate the employment of Executive by written notice to Executive. In the event of such termination, the Employment Period shall terminate effective on the Termination Date and any and all rights and benefits to which Executive would otherwise be entitled under this Employment Aqreement or applicable law, if any, shall terminate, except that Executive shall be entitled to the rights and benefits set forth in Section 5(e) hereof.

(b) Executive may terminate his employment at any time during the Employment Period for Good Reason. For purposes of this Agreement, 'Good Reason' shall mean (A) a Change in Control (as hereinafter defined); (B) any assignment to Executive of any duties other than those outlined in section 2 which are not mutually acceptable to the parties hereto; (C) any removal of Executive from

or any failure to re-elect Executive to any of the positions indicated in Section 2 hereof which materially alters the scope and nature of his duties, except in connection with termination of Executive's employment pursuant to Section 5(a)(iii) or 5(a)(iv) above; (D) a reduction in Executive's rate of compensation, or a material reduction in Executive's fringe benefits or any other failure by the Company to comply in all material respects with its obligations hereunder; or (E) without the express written consent of Executive, the Company requires Executive to be based more than 50 miles away from his current principal place of business.

(c) Any termination by the Company or Executive shall be communicated by written Notice of Termination. For purposes of this Agreement a 'Notice of Termination' shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated.

(d) 'Termination Date' shall mean (i) if Executive's employment is terminated by his death, the date of his death; (ii) if Executive's employment is terminated pursuant to Section 5(a)(iii) or Section 5(a)(iv) above, the date specified in the Notice of Termination; (iii) in the case of a termination by the Company pursuant to Section 5(a)(i) or Section 5(a)(ii), the date specified in the Notice of Termination which date shall be at least 30 days after the date of such Notice; or (iv) in the case of a

termination by Executive, the date specified in the Notice of Termination which date shall be at least 30 days after the date of such Notice.

(e) Compensation Upon Termination:

(i) In the event of termination by the Company pursuant to Section 5(a)(i) or 5(a)(ii) above, or in the event Executive terminates his employment for Good Reason, Executive shall be entitled to receive his Annual Salary through the Termination Date and those benefits, if any, to which Executive may have become entitled prior to such Termination Date hereunder or under the Company's 401(k) savings Plan or any other employee benefit plan, together with an amount equal to one and one-half times Executive's Annual Salary on the Termination Date.

(ii) In the event of a termination of Executive pursuant to Section 5(a)(iii) or 5(a)(iv) above, Executive shall be entitled to receive his Annual Salary through the Termination Date and the Company shall have no further obligations to Executive under this Employment Agreement other than those benefits, if any, to which Executive may have become entitled prior to such Termination Date hereunder or under the Company's 401(k) savings plan or any other employee benefit plan.

(f) Compensation Upon Resignation other than for Good Reason: If Executive shall resign his employment with the Company other than for Good Reason, Executive shall be entitled to receive his Annual Salary through the Termination Date, and the Company shall have no further obligations to Executive under this

Employment Agreement other than those benefits, if any, to which Executive may have become entitled prior to such Termination Date hereunder or under the Company's 401(k) savings plan or any other employee benefit plan.

(g) 'Excess Parachute' Cap: In the event any payments or benefits received or to be received by Executive pursuant to this Employment Agreement in connection with a Change of Control as defined herein or in the LTIP or upon the termination of Executive's employment would not be deductible (in whole or in part) by the Company as a result of Section 280G of the Internal Revenue Code, then such payments or benefits shall be reduced by the minimum amounts necessary so that no portion thereof is not deductible. Any determination with regard to whether or not any such payments or benefits would or would not be deductible as a result of Section 280G of the Internal Revenue Code shall be made by the Company's tax counsel, in accordance with the principles of Section 28OG.

(h) Certain Defined Terms:

(i) A 'Total and Permanent Incapacity' shall mean such physical or mental condition of Executive as is expected to continue indefinitely and which renders Executive incapable of performing any substantial portion of his obligations hereunder (as confirmed by competent medical evidence).

(ii) A 'Change of Control' of the Company shall be deemed for purposes of this Section 5 to have occurred, if a third party not affiliated with TCC acquires at least a

majority of the shares of the capital stock of the Company.

6. Competitive Activity. During the Employment Period and for a further period of one year thereafter, Executive shall not:

(a) participate, without the written consent the Board of Directors or a person authorized thereby, in the management or control of, or act as a Consultant for or employee of, any business operation or any enterprise if such operation or enterprise engages in substantial competition with any material line of business at the time actively conducted by TCC, the Company, or any of their respective subsidiaries, divisions, or affiliates (collectively, the 'Companies'); provided, however, that the foregoing shall not include the mere ownership of not more than five percent of the equity securities of any enterprise;

(b) Solicit, in competition with the Companies, any person who is a patient customer of the business conducted by the Companies or of any business in which the Companies are substantially engaged at any time during the Employment Period; and

(c) Induce or attempt to persuade any employee or independent contractor of the Companies to terminate his or her relationship in order to enter into competitive employment.

7. Unauthorized Disclosure. During the Employment Period and for a further period of ten years thereafter, Executive shall not, except as required by any court or administrative

agency, without the written consent of the Board of Directors or a person authorized thereby, disclose to any person, other than an employee of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of his duties to the Company, any confidential information obtained by him while in the employ of the Company with respect to any of the Company's inventions, processes, customers, methods of distribution, methods of manufacturing, attorney-client communications, pending or contemplated acquisitions, other trade secrets, or any other material which the Company is obliged to keep confidential pursuant to any confidentiality agreement or protective order; provided, however, that confidential information shall not include any information now known or which becomes known generally to the public (other than as a result of an unauthorized disclosure by Executive) or any information of a type not otherwise considered confidential by a person engaged in the same business or a business similar to that conducted by the Companies.

8. Scope of Covenants; Remedies. The following provisions shall apply to the covenants contained in Section 6 and 7 hereof:

(a) The covenants contained in Sections 6(a) and 6(b) shall apply within the territories in which any of the Companies are actively engaged in the conduct of business during the Employment Period including, without limitation, the

territories in which customers are then being solicited;

(b) Without limiting the right of TCC or the Company to pursue all other legal and equitable remedies available for violation by Executive of the covenants contained in Section 6 and 7 hereof, it is expressly agreed by Executive and the Company that such other remedies cannot fully compensate TCC or the Company for any such violation and that TCC and the Company shall be entitled to injunctive relief to prevent any such violation or any continuing violation thereof;

(c) Each party intends and agrees that if, in any action before any court or agency legally empowered to enforce the covenants contained in Section 6 and 7 hereof, any term, restrictions, covenant or promise contained therein is found to be unreasonable and accordingly unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such court or agency;

(d) The covenants contained in Section 6 and 7 hereof shall survive the conclusion of the Employment Period.

9. Assignment and Succession. The rights and obligations of the Company under this Employment Agreement shall inure to the benefit of and be binding upon its successors and assigns and Executive's rights and obligations hereunder shall inure to the benefit of and be binding upon his heirs, designated successors, his legal representative and guardians.

10. Notices. All notices, requests, demands and other communications made pursuant to this Employment Agreement shall be in writing and shall be deemed duly given (a) if delivered, at the time delivered or (b) if mailed, at the time mailed at any general or branch United States Post Office enclosed in a registered or certified postpaid envelope addressed to the respective parties as follows:

If to the Company:

Hospital Group of America, Inc.
1420 Spring Hill Road
McLean, Virginia 22102
Att: President

With a copy to:

The Cooper Companies, Inc.
250 Park Avenue -- 6th Floor
New York, New York 10177
Att: Marisa F. Jacobs, Esq.

If to Executive:

c/o Hospital Group of America, Inc.
1420 Spring Hill Road
McLean, Virginia 22102

with a copy to

500 Tavistock Boulevard
Haddonfield, New Jersey 08033

or to such other address as either party may have previously furnished to the other in writing in the manner set forth above, provided that such notice of change of address shall only be effective upon receipt.

11. Miscellaneous.

(a) No provision of this Agreement may be modified unless such modification is authorized by an executive officer of TCC and is agreed to in writing, signed by Executive and an executive officer of TCC.

(b) This Employment Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof and there are no written or oral terms or representations made by either party except those contained herein.

(c) This Employment Agreement shall be construed and enforced in accordance with and governed by the laws (other than the conflict of laws rules) of the State of New York.

(d) The invalidity of any term or terms of this Employment Agreement shall not invalidate or otherwise affect any other terms of this Employment Agreement, which shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement on the day and year first-above written.

HOSPITAL GROUP OF AMERICA, INC.

By: /S/ EDMUND C. BUJALSKI
.....
NAME: EDMUND C. BUJALSKI
TITLE: PRESIDENT

EXECUTIVE

/S/ MARK R. RUSSELL
.....
MARK R. RUSSELL

HOSPITAL GROUP OF AMERICA, INC.
PSG MANAGEMENT, INC.
1265 DRUMMERS LANE
SUITE 107
WAYNE, PENNSYLVANIA 19807

June 18, 1993

Mr. Mark Russell
c/o Hospital Group of America, Inc.
1265 Drummers Lane, Suite 107
Wayne, Pennsylvania 19087

Dear Mark:

We are pleased to set forth the terms of your new position as President and Chief Executive Officer of each of Hospital Group of America, Inc. ('HGA') and PSG Management, Inc. ('PSG'), effective as of June 15, 1993. They are as follows:

1. Employment Agreement.

The Company hereby ratifies and confirms the Employment Agreement dated as of May 27, 1992 ('Employment Agreement') between you and HGA in all respects, except that, effective as of the date hereof, the Employment Agreement shall be amended hereby, as follows:

(a) Clause (a) of Section 1 thereof shall be amended to read in its entirety as follows: '(a) May 29, 1996; and'.

(b) Section 2 thereof shall be amended to delete the words 'Executive Vice President and Chief Operating Officer of each of HGA, PSG and PSG Management reporting to the President and Chief Executive Officer of such entities' where they appear in the first sentence thereof and substitute the words 'President and Chief Executive Officer of PSG (now named 'Hospital Group of America, Inc.') and PSG Management reporting to the Board of Directors of such entity, respectively, and the Chief Operating Officer of The Cooper Companies, Inc.'

(c) Section 3(b) shall be amended to include the following at the end thereof:

'Notwithstanding the foregoing, exclusively for Executive and for no other HGA employee, as an additional inducement to Executive to agree to the amendments to this Agreement and assume the additional responsibilities hereunder, the targets set forth on Annex I for the six month period ending October 31, 1993, shall replace the targets previously established for such period, if any, for the HGA Incentive Payment Plan (the 'HGA IPP') and the fiscal year ending October 31, 1993, such that (i) no HGA IPP bonus shall be earned or paid for the first six months of the fiscal year ending October 31, 1993 and (ii) achievement of the targets set forth on Annex I will make Executive eligible to receive a target bonus in an amount of twenty percent (20%) of the Annual Salary. Such bonus shall be payable to Executive in an actual amount to be determined based upon the formulas set forth in the 1993 HGA IPP (but using the contribution allocations set forth on Annex I), provided that such bonus shall be paid if and only if (A) the targets set forth on the attached Annex I shall have been achieved (as set forth in the HGA IPP) and (B) Executive shall been in the employ of HGA and PSG Management at October 31, 1993. Except as set forth in this Section 3(b), the terms of the HGA IPP shall remain unchanged and remain in full force and effect.'

(d) The addresses set forth in Section 10 shall be revised to read in their entirety as follows:

``If to the Company:

Hospital Group of America, Inc.
1265 Drummers Lane, Suite 107
Wayne, Pennsylvania 19087

With a copy to:

The Cooper Companies, Inc.
One Bridge Plaza, 6th Floor
Fort Lee, New Jersey 07024
Attn: Marisa F. Jacobs, Esq.

If to Executive:

c/o Hospital Group of America, Inc.
1265 Drummers Lane, Suite 107
Wayne, Pennsylvania 19087

With a copy to:

500 Tavistock Boulevard
Haddonfield, New Jersey 08033

(e) Section 11(c) is amended by deleting the words 'New York' where they appear therein and substituting therefor the words 'New Jersey.'

Each capitalized term used herein and not otherwise defined shall have the meaning ascribed to it in the Employment Agreement.

2. Additional Benefits.

In addition to the benefits referred to in the Employment Agreement, you will receive the following benefits:

(a) Promotional Bonus. As an additional inducement to you to execute this Agreement and assume the additional responsibilities hereunder, HGA will pay you a one-time signing bonus equal to ten percent (10%) of Annual Salary (as in effect on the date hereof). Payment shall be made promptly following your execution and delivery of this Agreement, by deposit into an account previously designated by you. You agree to repay the full amount of the bonus paid to you under this Section 2(a) promptly upon and in the event you voluntarily terminate your employment with HGA on or prior to December 15, 1993.

(b) Stock Options. Your existing options to purchase up to 80,000 shares of TCC common stock at an exercise price of $3.25 per share shall be exchanged for options to purchase up to 21,840 shares of TCC common stock at an exercise price of $.56 per share, with the exercise of such options to vest in four equal installments of 5,460 shares each, if and when the average of the closing prices of a share of a share of TCC common stock on the New York Stock Exchange during any 30 consecutive calendar days following the date of the exchange attains $1.00, $1.50, $2.00 and $2.50, respectively. The new options shall include a provision waiving the acceleration of vesting upon a change of control and shall contain

such other terms as are provided to all participants in accordance with the terms of the plan pursuant to which they are issued.

(c) Turn-Around Bonus Pool. During the Employment Period, you will become eligible to participate, at the $100,000 level, in the 'turn-around bonus pool' a draft of which is attached hereto as Annex II, upon the terms and subject to the conditions set forth therein.

3. Miscellaneous.

The provisions of Sections 9, 10 and 11(c) of the Employment Agreement shall be deemed incorporated in this Agreement as if fully set forth herein.

If the foregoing correctly reflects our mutual understanding of the matters set forth herein, kindly sign both original counterparts of this letter agreement in the space provided below for your signature and return one original to the undersigned.

Very truly yours,
HOSPITAL GROUP OF AMERICA, INC.

By: Alfred P. Salvitti
.....

PSG MANAGEMENT, INC.
By: Alfred P. Salvitti
.....

Agreed to and accepted this
22nd day of June, 1993, to
be effective as of the date
set forth above.

/s/ Mark R. Russell
.....
MARK R. RUSSELL

AUTHORIZED AND AGREED, EFFECTIVE
AS OF THE DATE SET FORTH ABOVE.

THE COOPER COMPANIES, INC.

BY: Steven G. Singer
.....

HOSPITAL GROUP OF AMERICA, INC.
PSG MANAGEMENT, INC.
1265 DRUMMERS LANE
SUITE 107
WAYNE, PENNSYLVANIA 19807

January 11, 1995

Mr. Mark R Russell
c/o Hospital Group of America, Inc.
1265 Drummers Lane, Suite 107
Wayne, Pennsylvania 19087
cc: 500 Tavistock Boulevard
Haddonfield, New Jersey 08033

Dear Mark:

Reference is made to the Employment Agreement ('Employment Agreement') dated as of May 27, 1992 between you and Hospital Group of America, Inc ('HGA'), as amended by the letter agreement effective as of June 15, 1993 among you, HGA and PSG Management, Inc. ('PSG') and as further amended by Steven G. Singer's memorandum to you dated November 12, 1993.

HGA and PSG each hereby ratifies and confirms the Employment Agreement in all respects, except that, effective as of the date hereof, clause (a) of Section 1 of the Employment Agreement shall be amended to read in its entirety as follows: '(a) July 1, 1997; and'.

The provisions of Sections 9,10, and 11(c) of the Employment Agreement shall be deemed incorporated in this Agreement as if fully set forth herein.

Kindly evidence your agreement with the foregoing amendments to the Employment Agreement by signing in the space provided below for your signature.

Very truly yours,
HOSPITAL GROUP OF AMERICA, INC.
By: ROBERT S. HOLCOMBE
.....

PSG MANAGEMENT, INC.
By: ROBERT S. HOLCOMBE
.....

Agreed to and accepted this
11th the day of January, 1995, to
be effective as of the date
set forth above.

By: MARK R. RUSSELL
.....
Mark R. Russell

SETTLEMENT AGREEMENT

Settlement Agreement (this 'Agreement'), dated as of June 30, 1994, and executed on August 30, 1994, between The Cooper Companies, Inc. ('Cooper') and Steven G. Singer ('Singer').

WHEREAS, on August 28, 1991, Cooper and Singer entered into an employment agreement (the '1991 Agreement') governing Singer's employment by Cooper;

WHEREAS, on June 2, 1993, Cooper and Singer entered into a letter agreement (the '1993 Agreement') modifying the 1991 Agreement in certain respects (the 1991 Agreement and the 1993 Agreement collectively hereinafter, the 'Employment Agreement'); and

WHEREAS, Cooper and Singer wish to terminate Singer's employment by Cooper and to compromise and settle any and all claims that Singer might assert in connection with the termination of his employment, including any claims for pain and suffering, emotional distress, and damage to personal reputation, all in accordance with the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, Cooper and Singer agree as follows:

1. Singer's employment by Cooper is terminated as of June 30, 1994 (the 'Separation Date'). As of the Separation Date, Singer shall be deemed to have resigned from all of his officer and director positions in Cooper and any of its subsidiaries and affiliates. Thereafter, conditioned upon the Closing (as hereinafter defined) having been completed as provided herein, Cooper and Singer shall have no further obligations to each other except the obligations set forth in this Agreement.

2. All deliveries to be made by Singer and Cooper hereunder shall be made at a closing (the 'Closing') to be held at the offices of Gibson, Dunn & Crutcher in New York City at 11:00 a.m. on Thursday, September 8, 1994.

3. On the date of execution of this Agreement (the 'Execution Date'), Cooper shall lift the restrictions on, and at the Closing, Cooper shall deliver to Singer 182,611 shares of Cooper's stock previously granted pursuant to Cooper's 1988 Long Term Incentive Plan ('LTIP'), plus a number of additional unrestricted shares equal in number to the greater of (i) 200,000 divided by the last quoted price of Cooper stock on the New York Stock Exchange on the last trading day before the Execution Date, or (ii) 133,333; provided, however, that

Cooper shall withhold from delivery to Singer the number of shares representing Cooper's withholding tax obligation on account of the transfer of the 182,611 shares referred to above.

4. Over a period of 84 business days beginning on the Execution Date, Cooper shall make periodic payments to Singer (at the same rate and with the same frequency as his salary) representing accrued and unused vacation time.

5. For a period of three years beginning on the Execution Date, Cooper shall make the payments directly to the coverage providers necessary to continue in force all term life, medical, and dental insurance coverage currently paid for by Cooper on Singer's behalf pursuant to paragraph 3(d) of the 1991 Agreement, said coverage to be maintained without charge to Singer at the current level of benefits, subject only to any reduction of benefits that is a general reduction applicable to all similarly situated participants in a group insurance program in which Singer is a participant; provided, however, that in the event that a choice of benefits is offered in connection with any such general reduction, Singer shall be entitled, without charge to him, to the option most favorable to him.

6. For a period of three years beginning on the Execution Date, Cooper will provide Singer with an automobile

allowance of $1,000 per month; provided that, at the Closing Singer will deliver to the Company, in good condition, the Mercedes-Benz automobile currently provided to Singer by Cooper.

7. For a period of three years beginning on the Execution Date, Cooper will pay Singer an office and secretarial services allowance of $1,000 per month, to be applied for such purposes in Singer's discretion.

8. By no later than the Closing Date, Cooper shall deliver to Singer the personal computers (including associated software but not including any work files) used by him and his secretary at Cooper, as well as the furnishings of the office used by him at Cooper.

9. Cooper shall amend its Retirement Income Plan (the 'Plan') in such a manner as to permit Singer to withdraw the present value (currently valued at $7,259.43) of his vested retirement benefits and roll said amount over into an Individual Retirement Account; provided, however, that Cooper shall have no obligation under this paragraph if Cooper's Board of Directors determines, in its sole discretion, informed by whatever professional advice it deems appropriate, that such an amendment would not be in the best interests of Cooper or the Plan.

10. Cooper, at Singer's request, shall take any steps reasonably required to facilitate the transfer of Singer's 401(k) account at Cooper.

11. Solely for purposes of Singer's eligibility for an award under Cooper's Turn-Around Incentive Plan ('TIP') and the 1993 Agreement, in the event that Cooper's share price achieves the $3.00 target level (Target 2) as specified in the TIP, the date of the termination of Singer's employment by Cooper shall be deemed to be three years after the Separation Date; provided, however, that Singer shall receive all of any such award in unrestricted shares of Cooper's stock, as follows: within 30 days of the achievement of the $3.00 target level, Cooper shall deliver to Singer additional unrestricted shares equal in number to the greater of (i) 400,000 divided by the last quoted price of Cooper stock on the New York Stock Exchange on the last trading day before the date of delivery of the shares, or (ii) 133,333, and that Singer shall fully adhere to the covenants set forth in paragraphs 12 and 13 below.

12. During the three-year period described in paragraph 11 above, Singer shall not participate, without the written consent of Cooper's Board of Directors or a person authorized thereby, in the management or control of, or act as a consultant for or employee of, any business operation or any enterprise if such operation or enterprise engages in research

and development involving or the manufacture, sale, or distribution of (i) any surgical products or instruments of a type designed primarily for use in or sale into the in-office gynecological market, unless such employment or consulting is in a line of business unrelated to such gynecological market business, or (ii) Verapamil hydrochloride or any other calcium channel blocker for use in the treatment of glaucoma, macular degeneration, or the effects of diabetes or in other topical ophthalmological applications; provided, however, that the foregoing prohibition shall not apply to the mere ownership of not more than 5% of the equity securities of any enterprise or the participation in an investment banking firm or otherwise engaging in investment banking activities and in that capacity serving or advising enterprises in competition with Cooper or any of its subsidiaries, divisions, affiliates, or new businesses or business units (collectively, the 'Companies').

13. In addition, Singer hereby acknowledges his legal obligation not to disclose to anyone, without the written consent of Cooper's Board of Directors or a person authorized thereby, any confidential information obtained by him while in the employ of the Companies with respect to any of the Companies' inventions, processes, customers, methods of distribution, methods of manufacturing, existing or proposed products, attorney-client communications, pending or contemplated acquisitions, or trade secrets, or any material

which the Companies inform him that they are obliged to keep confidential pursuant to any confidentiality agreement or protective order; provided, however, that confidential information shall not include any information now known or which becomes known generally to the public (other than as a result of an unauthorized disclosure by Singer) or any information of a type not otherwise considered confidential by a person engaged in the same businesses or a business similar to that conducted by the Companies.

14. The covenant set forth in paragraph 12 above shall apply within the territories in which any of the Companies are actively engaged in the conduct of business, including, without limitation, the territories in which customers are then being solicited; provided, however, that the covenant described in clause (ii) of paragraph 12 shall not be subject to any geographical limitation.

15. Without limiting the right of the Companies to pursue all other legal and equitable remedies available for violation by Singer of the foregoing covenants, expressly agreed by Singer and the Companies that such other remedies cannot fully compensate the Companies for any such violation and that the Companies shall be entitled to injunctive relief to prevent any such violation or any continuing violation thereof. In the event any action for such relief should be brought, the prevailing party shall be

entitled to recover its costs and attorneys fees in addition to any other relief that it may be entitled to recover.

16. Each party intends and agrees that if, in any action before any court or agency legally empowered to enforce the foregoing covenants, any term, restriction, covenant, or promise contained therein is found to be unreasonable and accordingly unenforceable, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or agency.

17. At the Closing, Cooper shall pay to Singer the sum of $68,000, subject to the next sentence of this paragraph, in further satisfaction of any and all claims compromised by this Agreement, including, but not limited to, any claim that Singer is entitled to receive retirement benefits (by reason of his employment by Cooper) exceeding the $974.28 monthly benefit, payable beginning at age 65, to which Cooper agrees he is entitled under Cooper's Retirement Income Plan (the present value of said benefit being $7,259.43). The amount payable to Singer shall be offset and reduced by the amount of $17,052.75, representing personal expenses charged by Singer to Cooper's account with American Express and not reimbursed by Singer, unless Singer shall have previously paid said amount to Cooper. In this regard, Singer hereby reaffirms the following acknowledgments and statements set forth in the 1993 Agreement concerning Section 5(c)(iv) of the

1991 Agreement: that Singer is aware of the claims asserted by Bruce D. Sturman in respect of a similar provision contained in Sturman's Employment Agreement with Cooper dated March 9, 1990; that Singer has reviewed the July 17, 1992 memorandum of Jed W. Brickner of Latham & Watkins concerning said provision; and that Singer disavows and waives any right to assert in any forum or context that the retirement benefit described in said provision should be valued in any manner other than as described in that memorandum.

18. At the Closing, Cooper shall pay to Singer's counsel, Willkie Farr & Gallagher, the amount of $25,000, representing attorneys fees and expenses incurred by Singer since January 13, 1994 in connection with the action styled Securities and Exchange Commission v. The Cooper Companies, Inc., et al., No. 92 Civ. 8166 (S.D.N.Y.) (JFK) (the 'SEC Action'), and related matters. Said payment shall be in full satisfaction of any and all obligations (including but not limited to obligations of advancement, payment, reimbursement, or indemnification) that Cooper may have to Singer or his counsel with respect to any fees or expenses, whenever incurred, in connection with the representation of Singer in the SEC Action, the action styled United States v. Gary Singer et ano., No. 92 Cr. 964 (S.D.N.Y.) (RJW) (the 'Criminal Case'), any related matter, or the negotiation of this Agreement, except only that Cooper agrees to continue to

provide to Singer a defense in the two shareholder derivative actions respectively styled Harry Lewis et ano. v. Gary A. Singer et al., Civil Action No. 12584 (Del. Ch.), and Bruce D. Sturman v. Gary A. Singer et al., Index No. (N.Y. Sup. Ct.), by the same counsel retained by Cooper to represent the other officer and director defendants in said action or by other counsel retained by Cooper if such common representation is precluded by applicable rules of professional ethics. Nothing in this Agreement shall be deemed to be a limitation on or waiver or release of any right Singer may have to indemnification for any matter, other than those described in the foregoing sentence, arising prior to the Separation Date, which right is hereby confirmed, or to require advancement or indemnification of fees and expenses with respect to any claim not related to the SEC Action, the Criminal Case, or the negotiation of this Agreement.

19. All payments and other benefits that Singer is entitled to receive from Cooper pursuant to this Agreement or pursuant to the applicable provisions of Cooper's charter documents, Delaware law, or Cooper's benefit plans shall be guaranteed by those of Cooper's subsidiaries which were guarantors under the 1993 Agreement in consideration of the services previously provided by Singer to those subsidiaries, said guaranties to be delivered at the Closing and in the form of, and subject to the same exceptions as, the Subsidiary

Guaranty adopted and approved on May 18, 1993 by Cooper's Board of Directors. Singer hereby agrees that the Guaranty of any one (but not more than one) of such subsidiaries may, at Cooper's election, be released, withdrawn, canceled, and of no further effect in the event that such subsidiary is sold by Cooper, provided, however, that (i) even if more than one such subsidiary is sold, only one subsidiary may be released from its Guaranty as provided above, (ii) in no event shall the Guaranty of CooperVision, Inc., a New York corporation, ever be released, withdrawn, or canceled, whether or not such subsidiary is ever sold by Cooper, and (iii) nothing herein shall prevent Cooper from merging CoastVision, Inc. into CooperVision, Inc.

20. Except for the obligations of Cooper and the guaranty obligations of Cooper subsidiaries set forth in this Agreement, Singer (on behalf of himself, his representatives, agents, employees, attorneys, insurers, predecessors, successors, and assigns, all of the members of his family by blood or marriage (except Gary Singer), including but not limited to Karen Singer, Rebecca Singer, Norma Brandes, and Joseph Brandes, and all entities owned or controlled by Singer or any members of his family, including but not limited to Normel Construction Corp., Brandes and Singer, and Romulus Holdings, Inc., and each of them, past and present) fully releases and forever discharges Cooper and its officers,

directors, employees, agents, representatives, stockholders, attorneys, insurers, predecessors, successors, assigns, and affiliated or subsidiary companies, and each of them, past and present (collectively, as used in this paragraph only, 'Cooper'), from any and all manner of obligations, demands, liabilities, damages, suits, and claims of any nature, kind, or description whatsoever, whether known or unknown, choate or inchoate, direct or indirect, suspected or unsuspected, at law, in equity, or otherwise, in any jurisdiction, which might exist or be asserted concerning any aspect of any relationship between Cooper and Singer (including but not limited to any aspect of the 1991 Agreement or the 1993 Agreement) or any of the facts and events that form the subject matter of the SEC Action or the Criminal Case. Singer hereby represents that he has full authority to release any and all such claims on behalf of all of the members of his family by blood or marriage and all entities owned or controlled by him or any members of his family, and hereby agrees that, in the event any such person or entity nevertheless asserts or pursues any such claim against Cooper, Singer will indemnify and hold Cooper harmless from any costs, losses, damages, or liabilities suffered by Cooper on account of any such claim or the defense of any such claim.

21. Except for the obligations of Singer set forth in this Agreement, Cooper (on behalf of itself and its

officers, directors, employees, agents, representatives, stockholders, attorneys, insurers, predecessors, successors, assigns, and affiliated or subsidiary companies, and each of them, past and present) fully releases and forever discharges Singer, his representatives, agents, employees, attorneys, insurers, predecessors, successors, and assigns, all of the members of his family by blood or marriage (except Gary Singer), and all entities owned or controlled by Singer or any members of his family (except any entity, or any interest in an entity, exclusively owned or controlled by Gary Singer) from any and all manner of obligations, demands, liabilities, damages, suits, and claims of any nature, kind, or description whatsoever, whether known or unknown, choate or inchoate, direct or indirect, suspected or unsuspected, at law, in equity, or otherwise, in any jurisdiction, which might exist or be asserted concerning any aspect of any relationship between Cooper and Singer or any of the facts and events that form the subject matter of the SEC Action or the Criminal Case; provided, however, that Singer, his representatives, agents, employees, attorneys, insurers, predecessors, successors, and assigns, all of the members of his family by blood or marriage, and all entities owned or controlled by Singer or any members of his family recognize that Cooper may assert claims as to their conduct and/or receipt of benefits against any disgorgement or restitution fund established in connection with the SEC Action or the Criminal Case, and shall

not oppose or object in any manner to any claim by Cooper against, or any payment to Cooper from such fund.

22. Cooper's rights and obligations under this Agreement shall inure to the benefit of and be binding upon its successors and assigns, and Singer's rights and obligations hereunder shall inure to the benefit of and be binding upon his heirs, designated successors, legal representatives, and guardians.

23. All notices, requests, demands, and other communications made pursuant to this Agreement shall be in writing, delivered by hand or by overnight mail or courier, and deemed duly given at the time delivered to the respective parties as follows:

If to Cooper:

The Cooper Companies, Inc.
One Bridge Plaza, 6th Floor
Fort Lee, New Jersey 07024
Attn: Senior Vice President and General Counsel

If to Singer:

10 Loman Court
Cresskill, New Jersey 07626
with a copy to:

Louis A. Craco, Esq.
Willkie Farr & Gallagher
153 East 53rd Street
New York, New York 10022

or to such other address as either party may have previously furnished to the other in writing in the manner set forth above, such notice of change of address to be effective upon receipt.

24. No provision of this Agreement may be modified unless such modification is authorized by Cooper's Board of Directors and is agreed to in writing and signed by Singer and an authorized executive officer of Cooper.

25. This Agreement supersedes all prior agreements or understandings between Cooper and Singer. Cooper and Singer agree that all consideration received by Singer pursuant to this Agreement shall be in consideration of the settlement and compromise of all claims of any type covered by this Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof, and there are no written or oral terms or representations made by either party except those contained herein.

26. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to its choice-of-law rules.

27. The invalidity of any term or terms of this Agreement shall not invalidate or otherwise affect any other

terms of this Agreement, which shall remain in full force and effect.

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

THE COOPER COMPANIES, INC.

By: ROBERT S. HOLCOMBE
.....
Robert S. Holcombe
Its:
Senior Vice-President
And General Counsel

STEVEN G. SINGER
.....
STEVEN G. SINGER

By their signatures below, and in consideration of the releases provided in paragraph 21 of the foregoing Settlement Agreement, the following persons and entities hereby provide to Cooper (as defined in paragraph 20 of said Agreement) the releases described in paragraph 20 of said Agreement, as of the date of said Agreement.

KAREN SINGER
.....
KAREN SINGER

REBECCA SINGER
.....
REBECCA SINGER

NORMA BRANDES

.....

NORMA BRANDES

JOSEPH BRANDES

.....

JOSEPH BRANDES

NORMEL CONSTRUCTION CORP.

By: JOSEPH BRANDES

.....

Its:

BRANDES AND SINGER

By: JOSEPH BRANDES

.....

Its:

ROMULUS HOLDINGS, INC.

By: JOSEPH BRANDES

.....

Its: