

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

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**FORM 10-Q**

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**Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
For Quarterly Period Ended July 31, 2015

**Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 1-8597

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**The Cooper Companies, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**94-2657368**  
(I.R.S. Employer  
Identification No.)

**6140 Stoneridge Mall Road, Suite 590, Pleasanton, CA 94588**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code (925) 460-3600**

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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 (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (check one).

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.): Yes  No

Indicate the number of shares outstanding of each of issuer's classes of common stock, as of the latest practicable date.

Common Stock, \$.10 par value

Class

48,613,895 Shares

Outstanding at July 31, 2015

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INDEX

	<u>Page No.</u>
PART I.	<u>FINANCIAL INFORMATION</u>
Item 1.	<u>Financial Statements</u>
	<u>Consolidated Statements of Income - Three and Nine Months Ended July 31, 2015 and 2014</u> 3
	<u>Consolidated Statements of Comprehensive Income - Three and Nine Months Ended July 31, 2015 and 2014</u> 4
	<u>Consolidated Condensed Balance Sheets - July 31, 2015 and October 31, 2014</u> 5
	<u>Consolidated Condensed Statements of Cash Flows - Nine Months Ended July 31, 2015 and 2014</u> 6
	<u>Notes to Consolidated Condensed Financial Statements</u> 7
Item 2.	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u> 22
Item 3.	<u>Quantitative and Qualitative Disclosure About Market Risk</u> 37
Item 4.	<u>Controls and Procedures</u> 38
PART II.	<u>OTHER INFORMATION</u>
Item 1.	<u>Legal Proceedings</u> 39
Item 1A.	<u>Risk Factors</u> 39
Item 2.	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u> 40
Item 6.	<u>Exhibits</u> 41
	<u>Signature</u> 42
	<u>Index of Exhibits</u> 43

PART I. FINANCIAL INFORMATION  
Item 1. Financial Statements  
THE COOPER COMPANIES, INC. AND SUBSIDIARIES

**Consolidated Statements of Income**  
**Periods Ended July 31,**  
**(In thousands, except for earnings per share)**  
**(Unaudited)**

	Three Months		Nine Months	
	2015	2014	2015	2014
Net sales	\$ 461,678	\$ 432,482	\$ 1,341,524	\$ 1,249,779
Cost of sales	188,791	151,892	524,570	437,761
Gross profit	272,887	280,590	816,954	812,018
Selling, general and administrative expense	191,783	161,203	532,901	475,095
Research and development expense	18,298	16,070	51,229	48,077
Amortization of intangibles	12,495	6,752	38,406	21,735
Operating income	50,311	96,565	194,418	267,111
Interest expense	4,690	1,499	13,323	4,713
Other expense, net	1,020	683	2,037	739
Income before income taxes	44,601	94,383	179,058	261,659
(Benefit from) provision for income taxes	(642)	5,711	10,929	21,087
Net income	\$ 45,243	\$ 88,672	\$ 168,129	\$ 240,572
Less: Income attributable to noncontrolling interests	292	605	1,285	1,502
Net income attributable to Cooper stockholders	\$ 44,951	\$ 88,067	\$ 166,844	\$ 239,070
Earnings per share attributable to Cooper stockholders - basic	\$ 0.92	\$ 1.83	\$ 3.45	\$ 4.98
Earnings per share attributable to Cooper stockholders - diluted	\$ 0.91	\$ 1.80	\$ 3.39	\$ 4.89
Number of shares used to compute earnings per share:				
Basic	48,600	48,042	48,421	47,990
Diluted	49,244	48,922	49,157	48,901

See accompanying notes.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

**Consolidated Statements of Comprehensive Income**  
**Periods Ended July 31,**  
**(In thousands)**  
**(Unaudited)**

	Three Months		Nine Months	
	2015	2014	2015	2014
Net income	\$ 45,243	\$ 88,672	\$ 168,129	\$ 240,572
Other comprehensive income (loss):				
Foreign currency translation adjustment	17,225	(8,989)	(62,027)	14,168
Change in value of derivative instruments, net of tax provision of \$30 for the nine months ended July 31, 2015, and \$144 and \$541 for the three and nine months ended July 31, 2014, respectively	—	225	47	846
Change in minimum pension liability, net of tax	7	7	22	22
Other comprehensive income (loss)	17,232	(8,757)	(61,958)	15,036
Comprehensive income	62,475	79,915	106,171	255,608
Comprehensive loss (income) attributable to noncontrolling interests	118	(471)	(466)	(1,118)
Comprehensive income attributable to Cooper stockholders	\$ 62,593	\$ 79,444	\$ 105,705	\$ 254,490

See accompanying notes.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

**Consolidated Condensed Balance Sheets**  
**(In thousands, unaudited)**

	July 31, 2015	October 31, 2014
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 17,005	\$ 25,222
Trade accounts receivable, net of allowance for doubtful accounts of \$5,479 at July 31, 2015 and \$6,025 at October 31, 2014	280,160	276,280
Inventories	405,966	381,474
Deferred tax assets	38,993	40,224
Prepaid expense and other current assets	72,568	68,417
Total current assets	814,692	791,617
Property, plant and equipment, at cost	1,642,574	1,525,917
Less: accumulated depreciation and amortization	667,698	588,592
	974,876	937,325
Goodwill	2,189,153	2,220,921
Other intangibles, net	402,286	453,605
Deferred tax assets	8,602	15,732
Other assets	33,073	39,140
	\$ 4,422,682	\$ 4,458,340
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Short-term debt	\$ 237,558	\$ 101,518
Accounts payable	114,479	116,353
Employee compensation and benefits	61,714	67,904
Other current liabilities	115,836	156,407
Total current liabilities	529,587	442,182
Long-term debt	1,070,299	1,280,833
Deferred tax liabilities	67,922	69,525
Accrued pension liability and other	60,939	77,360
Total liabilities	1,728,747	1,869,900
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, 10 cents par value, shares authorized: 1,000; zero shares issued or outstanding	—	—
Common stock, 10 cents par value, shares authorized: 120,000; issued 51,537 at July 31, 2015 and 50,983 at October 31, 2014	5,154	5,099
Additional paid-in capital	1,416,639	1,386,800
Accumulated other comprehensive loss	(168,140)	(106,182)
Retained earnings	1,742,761	1,578,823
Treasury stock at cost: 2,923 shares at July 31, 2015 and 2,840 shares at October 31, 2014	(308,842)	(294,662)
Total Cooper stockholders' equity	2,687,572	2,569,878
Noncontrolling interests	6,363	18,562
Stockholders' equity	2,693,935	2,588,440
	\$ 4,422,682	\$ 4,458,340

See accompanying notes.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES

**Consolidated Condensed Statements of Cash Flows**  
**Nine Months Ended July 31,**  
**(In thousands)**  
**(Unaudited)**

	2015	2014
<b>Cash flows from operating activities:</b>		
Net income	\$ 168,129	\$ 240,572
Depreciation and amortization	141,298	95,647
Decrease in operating capital	(59,870)	(60,938)
Other non-cash items	36,892	27,486
Net cash provided by operating activities	286,449	302,767
<b>Cash flows from investing activities:</b>		
Purchases of property, plant and equipment	(184,713)	(177,936)
Net (payments for) proceeds from other investing activities	(1,178)	754
Insurance proceeds received	—	1,359
Net cash used in investing activities	(185,891)	(175,823)
<b>Cash flows from financing activities:</b>		
Proceeds from long-term debt	714,300	1,362,900
Repayments of long-term debt	(924,329)	(1,363,061)
Net proceeds from (repayments of) short-term debt	131,548	(3,735)
Repurchase of common stock	(15,996)	(50,000)
Net (payments) proceeds related to share-based compensation awards	(5,696)	6,880
Excess tax benefit from share-based compensation awards	9,100	15,000
Purchase of shares from noncontrolling interests	(8,639)	—
Dividends on common stock	(1,448)	(1,436)
Distributions to noncontrolling interests	(816)	(1,678)
Payment of contingent consideration	(2,906)	(3,820)
Proceeds from construction allowance	710	8,865
Net cash used in financing activities	(104,172)	(30,085)
Effect of exchange rate changes on cash and cash equivalents	(4,603)	(466)
Net (decrease) increase in cash and cash equivalents	(8,217)	96,393
Cash and cash equivalents - beginning of period	25,222	77,393
Cash and cash equivalents - end of period	\$ 17,005	\$ 173,786
<b>Supplemental disclosures of cash flow information:</b>		
Cash paid for:		
Litigation settlement charge	\$ 17,000	\$ —

See accompanying notes.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

Note 1. General

The Cooper Companies, Inc. (Cooper, we or the Company) is a global medical device company publicly traded on the NYSE Euronext (NYSE: COO). Cooper is dedicated to being A Quality of Life Company™ with a focus on delivering shareholder value. Cooper operates through our business units, CooperVision and CooperSurgical.

- CooperVision develops, manufactures and markets a broad range of soft contact lenses for the worldwide vision correction market.
- CooperSurgical develops, manufactures and markets medical devices and procedure solutions to improve healthcare delivery to women.

The unaudited consolidated condensed financial statements presented in this report contain all adjustments necessary to present fairly Cooper's consolidated condensed financial position at July 31, 2015 and October 31, 2014, the consolidated results of its operations for the three and nine months ended July 31, 2015 and 2014 and its consolidated condensed cash flows for the nine months ended July 31, 2015 and 2014. Most of these adjustments are normal and recurring. However, certain adjustments associated with acquisitions and insurance proceeds are of a nonrecurring nature. Readers should not assume that the results reported here either indicate or guarantee future performance.

During interim periods, we follow the accounting policies described in our Annual Report on Form 10-K for the fiscal year ended October 31, 2014. Please refer to this when reviewing this Quarterly Report on Form 10-Q.

Management estimates and judgments are an integral part of financial statements prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). We believe that the critical accounting policies listed below address the more significant estimates required of Management when preparing our consolidated financial statements in accordance with GAAP. We consider an accounting estimate critical if changes in the estimate may have a material impact on our financial condition or results of operations. We believe that the accounting estimates employed are appropriate and resulting balances are reasonable; however, actual results could differ from the original estimates, requiring adjustment to these balances in future periods. The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results are:

- Revenue recognition
- Net realizable value of inventory
- Valuation of goodwill
- Business combinations
- Income taxes
- Share-based compensation

During the fiscal first nine months of 2015, there were no significant changes in our estimates and critical accounting policies. Please refer to Management's Discussion and Analysis of Financial Condition and Results of Operations in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended October 31, 2014, for a more complete discussion of our estimates and critical accounting policies.

**Accounting Pronouncements Issued Not Yet Adopted**

In April 2015, the FASB issued Accounting Standards Update (ASU) 2015-03, *Interest - Imputation of Interest (Subtopic 835-30) Simplifying the Presentation of Debt Issuance Costs*. The amendments in this update require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. We do not anticipate the adoption of these amendments,

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

which are effective for the Company for the fiscal year beginning on November 1, 2016, will have a material impact on our consolidated results of operations, financial condition or cash flows.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. ASU 2014-09 requires revenue recognition to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 sets forth a new revenue recognition model that requires identifying the contract, identifying the performance obligations, determining the transaction price, allocating the transaction price to performance obligations and recognizing the revenue upon satisfaction of performance obligations. The amendments in the ASU can be applied either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying the update recognized at the date of the initial application along with additional disclosures. We are currently evaluating the impact of ASU 2014-09, which is effective for the Company in our fiscal year beginning on November 1, 2018.

**Accounting Pronouncements Recently Adopted**

On November 1, 2014, we adopted ASU 2013-11, *Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit when a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*. ASU 2013-11 requires an unrecognized tax benefit to be presented in the financial statements as a reduction to a deferred tax asset when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. When a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available, or the entity does not intend to use the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. The adoption of ASU 2013-11 did not have a significant impact on our consolidated financial statements.

Note 2. Acquisitions

**Sauflon Acquisition**

On August 6, 2014, which we refer to as the Sauflon acquisition date, we completed the acquisition of the entire issued share capital of Sauflon Pharmaceuticals Limited (Sauflon), a privately-owned European manufacturer and distributor of soft contact lenses and solutions, that was based in Twickenham, United Kingdom. The fair value of the consideration transferred for Sauflon was approximately \$1,073.2 million in cash, \$1,063.1 million net of cash acquired, and approximately \$58.0 million in the form of loan notes issued by Cooper. The loan notes were denominated in British pounds and redeemed and paid in our fiscal second quarter of 2015.

The Sauflon acquisition was intended to accelerate the growth in sales of our single-use products by enabling a multi-tier, single-use strategy with a full suite of hydrogel and silicone hydrogel product offerings in the major product categories of sphere, toric and multifocal lenses. This acquisition was also intended to provide for enhanced relationships with key European retailers and opportunities for operational synergies.

The acquisition was accounted for under the acquisition method of accounting, and the related assets acquired and liabilities assumed were recorded at fair value. While the acquisition was completed on August 6, 2014, we accounted for the acquisition as of August 1, 2014, and have included the operating results of Sauflon in our CooperVision business segment from that date. The impact of Sauflon's results of operations for the period August 1, 2014 through August 5, 2014 on our CooperVision business segment results of operations was de minimis. Similarly, we have determined that any difference in the fair value of assets acquired and liabilities assumed with respect to Sauflon between August 1, 2014 and August 6, 2014 was de minimis.

The following table summarizes our consideration paid for Sauflon and the allocation of the purchase price to assets acquired and liabilities assumed. We repaid substantially all of the acquired debt concurrently with the acquisition with our available funds.



[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

<u>(In millions)</u>	<u>Useful Lives of Intangible Assets</u>	<u>Fair Value</u>
Goodwill		\$ 856.2
Trademarks	10 years	\$ 7.2
Technology	10 years	138.2
Customer relationships	15 years	39.3
License and distribution rights and other	2 to 5 years	51.6
In-process research and development	N/A	43.1
Purchased intangible assets		\$ 279.4
Cash and cash equivalents		\$ 10.1
Property, plant and equipment		83.9
Inventories		36.2
Trade accounts receivable		42.3
Other current assets		6.9
Debt		(85.1)
Accounts payable		(23.6)
Long term deferred tax liabilities		(56.7)
Other creditors and current liabilities		(18.5)
Net tangible liabilities		\$ (4.5)
Total purchase consideration		\$ 1,131.1

Goodwill is calculated as the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from the other assets acquired that could not be individually identified and separately recognized. The goodwill recorded as part of the acquisition of Sauflon was ascribed to our CooperVision business segment and is not amortized. This goodwill includes the following:

- The expected synergies and other benefits that we believe will result from combining the operations of Sauflon with the operations of CooperVision;
- Any intangible assets that did not qualify for separate recognition, as well as future, yet unidentified projects and products; and
- The value of the going-concern element of Sauflon's existing businesses (the higher rate of return on the assembled collection of net assets versus if CooperVision had acquired all of the net assets separately).

Management determined fair values of the identifiable intangible assets through a combination of income approaches including relief from royalty, with-and-without, multi-period excess earnings and disaggregated methods. The valuation models were based on estimates of future operating projections of the acquired business and rights to sell products as well as judgments on the discount rates used and other variables. We determined the forecasts based on a number of factors, including our best estimate of near-term net sales expectations and long-term projections, which include review of internal and independent market analyses. The discount rate used was representative of the weighted average cost of capital.

The unaudited pro forma financial results presented below for the three and nine months ended July 31, 2014, include the effects of pro forma adjustments as if the acquisition occurred on November 1, 2012. The pro forma results were prepared using the acquisition method of accounting and combine the historical results of Cooper and Sauflon for the three and nine months ended July 31, 2014, including the effects of the business combination, primarily amortization expense related to the fair value of identifiable intangible assets acquired, and interest expense associated with the financing obtained by Cooper in connection with the acquisition. The pro forma financial information is presented for

## Table of Contents

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

informational purposes only and is not necessarily indicative of the results of operations that would have been achieved if the acquisition had taken place at the beginning of the earliest period presented, nor is it intended to be a projection of future results.

### Periods Ended July 31, 2014

(In millions, except per share amounts, unaudited, pro forma)

	Three Months	Nine Months
Revenue	\$ 481.8	\$ 1,390.2
Net income attributable to Cooper stockholders	\$ 82.9	\$ 226.6
Diluted earnings per share	\$ 1.69	\$ 4.63

The pro forma results were adjusted to include pre-tax amortization of intangible assets totaling \$7.4 million and \$22.3 million for the three and nine months ended July 31, 2014, respectively, and an additional \$1.1 million and \$3.4 million of interest expense for the three and nine months ended July 31, 2014, respectively.

### Note 3. Restructuring and Integration Costs

#### *2014 Sauflon Integration Plan*

During the fiscal fourth quarter of 2014, in connection with the Sauflon acquisition, our CooperVision business unit initiated restructuring and integration activities to optimize operational synergies of the combined companies. These activities include workforce reductions, consolidation of duplicative facilities and product rationalization. We estimate that the total restructuring costs under this plan will be \$104.0 million. The \$42.0 million increase over the prior estimate relates to additional manufacturing restructuring activities, primarily related to our hydrogel contact lenses, based on our review of products, materials and manufacturing processes of Sauflon. We expect to complete the activities related to operating expenses in our fiscal first quarter of 2016, and to incur costs related to the manufacturing activities through the end of fiscal 2016.

These costs include approximately \$80.0 million associated with assets, including product rationalization and related equipment disposals and accelerated depreciation, about \$18.0 million associated with employee termination costs and about \$6.0 million associated with facility lease termination costs.

In the three and nine months ended July 31, 2015, we recorded in cost of sales \$12.4 million and \$26.2 million of expense, respectively, arising from production-related asset disposals and accelerated depreciation on equipment, primarily related to our hydrogel lenses, based on our review of products, materials and manufacturing processes of Sauflon. In the three months ended July 31, 2015, we recorded in cost of sales \$0.3 million of employee termination costs. In the three and nine months ended July 31, 2015, we reduced in selling, general and administrative expense, the accrued employee termination costs by \$2.3 million and \$6.7 million, respectively, based on current estimates of the expected costs and the results of voluntary terminations; and we recorded \$0.3 million of expense for lease termination costs. In the three and nine months ended July 31, 2015, we recorded in research and development expense \$0.2 million and \$0.5 million of employee termination costs, respectively. In addition, CooperVision incurred \$10.7 million and \$24.7 million of integration costs in the three and nine months ended July 31, 2015, respectively, included in operating expenses.

In fiscal 2014, we recorded restructuring charges of \$20.3 million for employee termination costs; \$15.3 million for product rationalization, including inventory write-offs and production-related asset disposals, primarily related to our Avaira Toric contact lenses, based on our review of products, materials and manufacturing processes of Sauflon; and \$0.5 million of lease termination costs for facility closures. The product rationalization costs were recorded in cost of sales. Of the employee termination costs, \$19.7 million were recorded in selling, general and administrative expense and \$0.6 million in research and development expense. The lease termination costs and other related costs were recorded in selling, general and administrative expense. In addition, CooperVision incurred \$2.8 million of integration costs included in operating expenses.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

A summary of the total restructuring costs by major component recognized for the fiscal year ended October 31, 2014, and nine months ended July 31, 2015, is as follows:

<u>(In millions)</u>	<u>Employee-related</u>	<u>Facilities-related</u>	<u>Product Rationalization</u>	<u>Total</u>
Amounts incurred in:				
Year ended October 31, 2014	\$ 20.3	\$ 0.5	\$ 15.3	\$ 36.1
Nine months ended July 31, 2015	(5.9)	0.3	26.2	20.6
Cumulative amounts incurred as of July 31, 2015	<u>\$ 14.4</u>	<u>\$ 0.8</u>	<u>\$ 41.5</u>	<u>\$ 56.7</u>

The following table summarizes the restructuring activities by major component for the fiscal year ended October 31, 2014 and the nine months ended July 31, 2015:

<u>(In millions)</u>	<u>Employee-related</u>	<u>Facilities-related</u>	<u>Product Rationalization</u>	<u>Total</u>
Additions during fiscal 2014	\$ 20.3	\$ 0.5	\$ 15.3	\$ 36.1
Payments during the fiscal year	(0.4)	—	—	(0.4)
Non-cash adjustments (b)	—	—	(15.3)	(15.3)
Balance at October 31, 2014	19.9	0.5	—	20.4
Additions (reductions) during the nine months ended July 31, 2015	(5.9)	0.3	26.2	20.6
Payments during the nine months ended July 31, 2015	(5.3)	(0.1)	—	(5.4)
Non-cash adjustments (a) (b)	0.2	(0.1)	(26.2)	(26.1)
Balance as of July 31, 2015	<u>\$ 8.9</u>	<u>\$ 0.6</u>	<u>\$ —</u>	<u>\$ 9.5</u>

(a) Non-cash adjustments for employee-related and facilities-related costs represent currency translation adjustment.

(b) Non-cash adjustments for product rationalization represent equipment disposals, inventory write-offs and accelerated depreciation.

#### Note 4. Inventories

<u>(In thousands)</u>	<u>July 31, 2015</u>	<u>October 31, 2014</u>
Raw materials	\$ 78,051	\$ 76,870
Work-in-process	14,471	14,344
Finished goods	313,444	290,260
	<u>\$ 405,966</u>	<u>\$ 381,474</u>

Inventories are stated at the lower of cost or market. Cost is computed using standard cost that approximates actual cost, on a first-in, first-out basis.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

Note 5. Intangible Assets

**Goodwill**

<u>(In thousands)</u>	<u>CooperVision</u>	<u>CooperSurgical</u>	<u>Total</u>
Balance as of October 31, 2013	\$ 1,048,478	\$ 339,133	\$ 1,387,611
Net additions during the year ended October 31, 2014	857,146	25,543	882,689
Translation	(44,063)	(5,316)	(49,379)
Balance as of October 31, 2014	1,861,561	359,360	2,220,921
Net reductions during the nine-month period ended July 31, 2015	(1,189)	(8)	(1,197)
Translation	(23,306)	(7,265)	(30,571)
Balance as of July 31, 2015	<u>\$ 1,837,066</u>	<u>\$ 352,087</u>	<u>\$ 2,189,153</u>

We performed our annual impairment assessment in our fiscal third quarter of 2015, and our analysis indicated that we had no impairment of goodwill. We performed our annual impairment assessment in our fiscal third quarter of 2014, and our analysis indicated that we had no impairment of goodwill. We evaluate goodwill for impairment annually during the fiscal third quarter and when an event occurs or circumstances change such that it is reasonably possible that impairment may exist. We account for goodwill and evaluate our goodwill balances and test them for impairment in accordance with related accounting standards.

In fiscal 2015 and 2014, we performed a qualitative assessment to test each reporting unit's goodwill for impairment. Qualitative factors considered in this assessment include industry and market considerations, overall financial performance and other relevant events and factors affecting each reporting unit. Based on our qualitative assessment, if we determine that the fair value of a reporting unit is more likely than not to be less than its carrying amount, the two step impairment test will be performed. Initially, we compare the book value of net assets to the fair value of each reporting unit that has goodwill assigned to it. If the fair value is determined to be less than the book value, a second step is performed to compute the amount of the impairment. A reporting unit is the level of reporting at which goodwill is tested for impairment. Our reporting units are the same as our business segments - CooperVision and CooperSurgical - reflecting the way that we manage our business.

Goodwill impairment analysis and measurement is a process that requires significant judgment. If our common stock price trades below book value per share, there are changes in market conditions or a future downturn in our business, or a future annual goodwill impairment test indicates an impairment of our goodwill, we may have to recognize a non-cash impairment of goodwill that could be material and could adversely affect our results of operations in the period recognized and also adversely affect our total assets, stockholders' equity and financial condition.

**Other Intangible Assets**

<u>(In thousands)</u>	<u>As of July 31, 2015</u>		<u>As of October 31, 2014</u>	
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization &amp; Translation</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization &amp; Translation</u>
Trademarks	\$ 20,546	\$ 3,938	\$ 21,281	\$ 2,937
Technology	320,447	109,617	326,620	93,780
Customer relationships	226,588	100,463	233,246	90,704
License and distribution rights and other	72,228	23,505	73,479	13,600
	<u>639,809</u>	<u>\$ 237,523</u>	<u>654,626</u>	<u>\$ 201,021</u>
Less accumulated amortization and translation	237,523		201,021	
Other intangible assets, net	<u>\$ 402,286</u>		<u>\$ 453,605</u>	

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

We estimate that amortization expense for our existing other intangible assets at July 31, 2015, will be \$50.9 million in fiscal 2015, \$48.5 million in fiscal 2016, \$45.2 million in fiscal 2017, \$43.3 million in fiscal 2018 and \$40.5 million in fiscal 2019.

Note 6. Debt

<u>(In thousands)</u>	<u>July 31, 2015</u>	<u>October 31, 2014</u>
<b>Short-term:</b>		
Loan notes issued for Sauflon acquisition	\$ —	\$ 55,074
Overdraft and other credit facilities	237,558	46,444
	<u>\$ 237,558</u>	<u>\$ 101,518</u>
<b>Long-term:</b>		
Credit agreement	\$ 69,800	\$ 279,500
Term loans	1,000,000	1,000,000
Other	499	1,333
	<u>\$ 1,070,299</u>	<u>\$ 1,280,833</u>

**Credit Agreement**

On May 31, 2012, Cooper entered into an amendment to our Credit Agreement, dated as of January 12, 2011, by and among the Company, CooperVision International Holding Company, LP, the lenders party thereto and KeyBank National Association, as administrative agent. The Credit Agreement, as amended, provides for a multicurrency revolving credit facility in an aggregate commitment amount of \$1.0 billion and the aggregate commitment amount under the revolving facility may be increased, upon written request by Cooper, by \$500.0 million. The amended Credit Agreement has a termination date of May 31, 2017.

In connection with the Sauflon acquisition, on June 30, 2014, we entered into an amendment (Credit Agreement Amendment) to the Credit Agreement, dated as of January 12, 2011, as amended, by and among (i) the Company, (ii) CooperVision International Holding Company, LP, an indirect subsidiary of the Company, (iii) the lenders from time to time party thereto and (iv) Keybank National Association, as administrative agent. The Credit Agreement Amendment modifies certain provisions of the Credit Agreement to, among other things, amend certain restrictive covenants and related definitions to allow for certain indebtedness, investments, guaranty obligations, acquisitions, intercompany loans, capital distributions and dispositions of assets made or to be made in connection with the acquisition.

The commitment fee rate ranges between 0.100% and 0.275% of the unused portion of the revolving facility based on a pricing grid tied to our Total Leverage Ratio (as defined below and in the Credit Agreement). The applicable margin rates on loans outstanding under the Credit Agreement will bear interest based, at our option, on either the base rate or the adjusted Eurodollar rate (currently referred to as LIBOR) or adjusted foreign currency rate (each as defined in the amended Credit Agreement), plus an applicable margin of between 0.00% and 0.75% in respect of base rate loans and between 1.00% and 1.75% in respect of adjusted Eurodollar rate or adjusted foreign currency rate loans, in each case in accordance with a pricing grid tied to our Total Leverage Ratio, as defined in the Credit Agreement. In addition to the annual commitment fee, we are also required to pay certain letter of credit and related fronting fees and other administrative fees pursuant to the terms of the Credit Agreement.

The Credit Agreement is not secured by any of the Company's, or any of its subsidiaries', assets. All obligations under the Credit Agreement will be guaranteed by each of our existing and future direct and indirect material domestic subsidiaries.

Pursuant to the terms of the Credit Agreement and the term loans discussed below, we are also required to maintain specified financial ratios:

- The ratio of Consolidated Proforma EBITDA to Consolidated Interest Expense (as defined, Interest Coverage Ratio) be at least 3.00 to 1.00 at all times.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

- The ratio of Consolidated Funded Indebtedness to Consolidated Proforma EBITDA (as defined, Total Leverage Ratio) be no higher than 3.75 to 1.00. At July 31, 2015, we were in compliance with the Interest Coverage Ratio at 33.87 to 1.00 and the Total Leverage Ratio at 2.33 to 1.00.

At July 31, 2015, we had \$930.0 million available under the Credit Agreement.

**Uncommitted Revolving Lines of Credit on March 24, 2015**

On March 24, 2015, we entered into uncommitted line of credit agreements with TD Bank, N.A. and Santander Bank, N.A. These lines of credit have a termination date of March 24, 2016, and each provide revolving loan amounts to Cooper of up to \$100.0 million, at the lender's option, with maturity dates of up to ninety days from the loan origination date. Amounts outstanding under these agreements will bear interest at a rate equal to LIBOR for the period plus, 0.90%, payable in arrears on the last day of the period, as defined in the agreements.

At July 31, 2015, we had \$200.0 million outstanding under these agreements.

**\$300.0 million Term Loan on September 12, 2013**

On September 12, 2013, the Company entered into a five-year, \$300.0 million, senior unsecured term loan agreement by and among the Company; the lenders party thereto and KeyBank National Association, as administrative agent. This syndicated credit facility, as subsequently amended, will mature on September 12, 2018, and will be subject to amortization of principal of 5% per annum payable quarterly beginning October 31, 2016, with the balance payable at maturity.

Amounts outstanding under this term loan agreement will bear interest, at the Company's option, at either the base rate, which is a rate per annum equal to the greatest of (a) KeyBank's prime rate, (b) 0.5% in excess of the federal funds effective rate and (c) 1% in excess of the adjusted Eurodollar rate (currently referred to as LIBOR) for a one-month interest period on such day, or the adjusted Eurodollar rate, plus, in each case, an applicable margin. The applicable margins will be determined quarterly by reference to a grid based upon the Company's Total Leverage Ratio, as defined in the term loan agreement, and consistent with the revolving Credit Agreement discussed above.

This term loan agreement contains customary restrictive covenants, as well as financial covenants that require the Company to maintain a certain Total Leverage Ratio and Interest Coverage Ratio, each as defined in the agreement, consistent with the revolving Credit Agreement discussed above. The agreement also contains customary events of default, the occurrence of which would permit the Administrative Agent to declare the principal, accrued interest and other obligations of the Company under the agreement to be immediately due and payable.

In connection with the Sauflon acquisition, on June 30, 2014, we entered into an amendment to this term loan agreement, dated as of September 12, 2013, by and among (i) the Company, (ii) the lenders from time to time party thereto and (iii) KeyBank National Association, as administrative agent. This term loan amendment modifies certain provisions of the term loan agreement to, among other things, amend certain restrictive covenants and related definitions to allow for certain indebtedness, investments, guaranty obligations, acquisitions, intercompany loans, capital distributions and dispositions of assets made or to be made in connection with the acquisition.

On August 4, 2014, we entered into Amendment No. 2 to this term loan agreement, dated as of September 12, 2013, as amended by Amendment No. 1 dated as of June 30, 2014, by and among the Company, the lenders party thereto and KeyBank National Association, as administrative agent. The term loan amendment modifies certain provisions of the term loan agreement to remove the call premium related to prepayments and/or refinancing of the term loan agreement, effective August 4, 2014.

At July 31, 2015, we had \$300.0 million outstanding under the Term Loan.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

**\$700.0 million Term Loan on August 4, 2014**

On August 4, 2014, we entered into a three-year, \$700.0 million, senior unsecured term loan agreement by and among the Company, the lenders party thereto and KeyBank National Association as administrative agent. This syndicated credit facility will mature and the balance is payable on August 4, 2017. There is no amortization of principal and we may prepay loan balances from time to time, in whole or in part, without premium or penalty.

Amounts outstanding under this term loan agreement will bear interest, at the Company's option, at either the base rate, which is a rate per annum equal to the greatest of (a) KeyBank's prime rate, (b) 0.5% in excess of the federal funds effective rate and (c) 1% in excess of the adjusted Eurodollar rate (currently referred to as LIBOR) for a one-month interest period on such day, or the adjusted Eurodollar rate, plus, in each case, an applicable margin. The applicable margins will be determined quarterly by reference to a grid based upon the Company's Total Leverage Ratio, as defined in the term loan agreement and consistent with the revolving Credit Agreement discussed above.

This term loan agreement contains customary restrictive covenants, as well as financial covenants that require the Company to maintain a certain Total Leverage Ratio and Interest Coverage Ratio, each as defined in the agreement, and consistent with the revolving Credit Agreement as discussed above. This term loan agreement also contains customary events of default, the occurrence of which would permit the Administrative Agent to declare the principal, accrued interest and other obligations of the Company under the agreement to be immediately due and payable.

In August 2014, we utilized this facility to fund the acquisition of Sauflon, as well as to provide working capital and for general corporate purposes.

At July 31, 2015, we had \$700.0 million outstanding under this term loan.

Note 7. Income Taxes

Our effective tax rate (ETR) (provision for income taxes divided by pretax income) for the fiscal first nine months of 2015 was 6.1%. Our year-to-date results reflect the projected fiscal year ETR, plus any discrete items. The ETR used to record the provision for income taxes for the fiscal first nine months of 2014 was 8.1%. The ETR is below the United States statutory rate as a majority of our taxable income is earned in foreign jurisdictions with lower tax rates.

We recognize the benefit from a tax position only if it is more likely than not that the position would be sustained upon audit based solely on the technical merits of the tax position. At November 1, 2014, Cooper had unrecognized tax benefits of which, if recognized, \$32.0 million would impact our ETR. For the nine-month period ended July 31, 2015, there were no material changes to the total amount of unrecognized tax benefits.

Interest and penalties of \$4.1 million have been reflected as a component of the total liability at November 1, 2014. It is our policy to recognize the items of interest and penalties directly related to income taxes as additional income tax expense.

Included in the balance of unrecognized tax benefits at November 1, 2014, is \$10.2 million related to tax positions for which it is reasonably possible that the total amounts could significantly change during the next twelve months. This amount represents a decrease in unrecognized tax benefits related to expiring statutes in various jurisdictions worldwide and relates primarily to transfer pricing matters.

At July 31, 2015, the tax years for which Cooper remains subject to United States Federal income tax assessment upon examination are 2011 through 2014. Cooper remains subject to income tax examinations in other significant tax jurisdictions including the United Kingdom, Japan, France and Australia for the tax years 2011 through 2014.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

Note 8. Earnings Per Share

Periods Ended July 31, <u>(In thousands, except per share amounts)</u>	Three Months		Nine Months	
	2015	2014	2015	2014
Net income attributable to Cooper stockholders	\$ 44,951	\$ 88,067	\$ 166,844	\$ 239,070
<u>Basic:</u>				
Weighted average common shares	48,600	48,042	48,421	47,990
Basic earnings per common share attributable to Cooper stockholders	\$ 0.92	\$ 1.83	\$ 3.45	\$ 4.98
<u>Diluted:</u>				
Weighted average common shares	48,600	48,042	48,421	47,990
Effect of potential dilutive common shares	644	880	736	911
Diluted weighted average common shares	49,244	48,922	49,157	48,901
Diluted earnings per common share attributable to Cooper stockholders	\$ 0.91	\$ 1.80	\$ 3.39	\$ 4.89

The following table sets forth stock options to purchase Cooper's common stock and restricted stock units that were not included in the diluted earnings per share calculation because their effect would have been antidilutive for the periods presented:

Periods Ended July 31, <u>(In thousands, except exercise prices)</u>	Three Months		Nine Months	
	2015	2014	2015	2014
Numbers of stock option shares excluded	49	138	123	138
Range of exercise prices	\$ 162.28	\$ 119.89	\$ 162.28	\$ 119.89
Numbers of restricted stock units excluded	1	—	5	1

Note 9. Share-Based Compensation Plans

Cooper has several share-based compensation plans that are described in the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2014. The compensation expense and related income tax benefit recognized in our consolidated condensed financial statements for share-based awards were as follows:

Periods Ended July 31, <u>(In millions)</u>	Three Months		Nine Months	
	2015	2014	2015	2014
Selling, general and administrative expense	\$ 6.2	\$ 6.4	\$ 22.1	\$ 26.2
Cost of sales	0.6	0.5	2.0	1.8
Research and development expense	0.2	0.5	0.7	1.5
Total share-based compensation expense	\$ 7.0	\$ 7.4	\$ 24.8	\$ 29.5
Related income tax benefit	\$ 2.2	\$ 2.3	\$ 7.8	\$ 9.6

We capitalized share-based compensation expense as part of the cost of inventory in the amounts of \$0.6 million and \$2.0 million during the three and nine months ended July 31, 2015, respectively, and \$0.5 million and \$1.8 million during the three and nine months ended July 31, 2014, respectively.



[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

[Note 10. Stockholders' Equity](#)**Analysis of Changes in Accumulated Other Comprehensive Income (Loss):**

<u>(In thousands)</u>	<u>Foreign Currency Translation Adjustment</u>	<u>Change in Value of Derivative Instruments</u>	<u>Minimum Pension Liability</u>	<u>Total</u>
Balance at October 31, 2014	\$ (92,355)	\$ (47)	\$ (13,780)	\$ (106,182)
Gross change in value for the period	(62,027)	—	22	(62,005)
Reclassification adjustments for loss realized in net income	—	77	—	77
Tax effect for the period	—	(30)	—	(30)
Balance at July 31, 2015	<u>\$ (154,382)</u>	<u>\$ —</u>	<u>\$ (13,758)</u>	<u>\$ (168,140)</u>
Balance at October 31, 2013	\$ (4,592)	\$ (1,033)	\$ (10,137)	\$ (15,762)
Gross change in value for the period	14,168	(58)	22	14,132
Reclassification adjustments for loss realized in net income	—	1,445	—	1,445
Tax effect for the period	—	(541)	—	(541)
Balance at July 31, 2014	<u>\$ 9,576</u>	<u>\$ (187)</u>	<u>\$ (10,115)</u>	<u>\$ (726)</u>

**Share Repurchases**

In December 2011, our Board of Directors authorized the 2012 Share Repurchase Program and subsequently amended the total repurchase authorization to \$500.0 million of the Company's common stock. This program has no expiration date and may be discontinued at any time. Purchases under the 2012 Share Repurchase Program are subject to a review of the circumstances in place at the time and may be made from time to time as permitted by securities laws and other legal requirements. No shares were repurchased during the fiscal third quarter of 2015 and 2014. In the fiscal first quarter of 2015, we repurchased 100 thousand shares of the Company's common stock for \$16.0 million, at an average purchase price of \$159.96 per share. In the fiscal first quarter of 2014, we repurchased 396 thousand shares for \$50.0 million, at an average purchase price of \$126.21 per share. At July 31, 2015, approximately \$169.7 million remains authorized for repurchase under the program.

**Dividends**

We paid a semiannual dividend of approximately \$1.4 million or 3 cents per share on February 9, 2015, to stockholders of record on January 23, 2015. We paid another semiannual dividend of approximately \$1.5 million or 3 cents per share on August 6, 2015, to stockholders of record on July 24, 2015.

[Note 11. Fair Value Measurements](#)

At July 31, 2015 and October 31, 2014, the carrying value of cash and cash equivalents, accounts receivable, prepaid expense and other current assets, lines of credit, accounts payable and other current liabilities approximate fair value due to the short-term nature of such instruments and the ability to obtain financing on similar terms.

Assets and liabilities are measured and reported at fair value per related accounting standards that define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy prioritizes the inputs to valuation techniques used to measure fair value. An asset's or liability's level is based on the lowest level of input that is significant to the fair value measurement. Assets and liabilities carried at fair value are valued and disclosed in one of the following three levels of the valuation hierarchy:

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs reflecting the reporting entity's own assumptions.

We believe that the balances of our revolving debt and term loans approximated their fair values as of July 31, 2015 and October 31, 2014 and are categorized as Level 2 of the fair value hierarchy.

The Company has derivative assets and liabilities that may include interest rate swaps, cross currency swaps and foreign currency forward contracts. The impact of the counterparty's creditworthiness when in an asset position and Cooper's creditworthiness when in a liability position has also been factored into the fair value measurement of the derivative instruments. Both the counterparty and Cooper are expected to continue to perform under the contractual terms of the instruments.

We may use interest rate swaps to maintain our desired mix of fixed-rate and variable-rate debt. The swaps exchange fixed and variable rate payments without exchanging the notional principal amount of the debt. We generally have elected to use the income approach to value the derivatives using observable Level 2 market expectations at the measurement date and standard valuation techniques to convert future amounts to a single present amount assuming that participants are motivated but not compelled to transact. Level 2 inputs are limited to quoted prices for similar assets or liabilities in active markets, specifically Eurodollar futures contracts up to three years, and inputs other than quoted prices that are observable for the asset or liability - specifically LIBOR cash and swap rates and credit risk at commonly quoted intervals. Mid-market pricing may be used as a practical expedient for fair value measurements.

We may use foreign exchange forward contracts to minimize, to the extent reasonable and practical, our exposure to the impact of foreign currency fluctuations. We have elected to use the income approach to value the derivatives using observable Level 2 market expectations at the measurement date and standard valuation techniques to convert future amounts to a single present amount assuming that participants are motivated but not compelled to transact. Level 2 inputs for the valuations are limited to quoted prices for similar assets or liabilities in active markets and inputs other than quoted prices that are observable for the asset or liability - specifically LIBOR cash rates, credit risk at commonly quoted intervals, foreign exchange spot rates and forward points. Mid-market pricing is used as a practical expedient for fair value measurements.

The following table sets forth our financial assets and liabilities that were measured at fair value on a recurring basis using Level 2 inputs during the fiscal first nine months of 2015, within the fair value hierarchy at July 31, 2015, and fiscal year 2014, within the fair value hierarchy at October 31, 2014:

<u>(In millions)</u>	<u>July 31, 2015</u>	<u>October 31, 2014</u>
<b>Assets:</b>		
Foreign exchange contracts	\$ 0.3	\$ 0.6
<b>Liabilities:</b>		
Interest rate swaps	\$ —	0.1
Foreign exchange contracts	0.6	3.3
	<u>\$ 0.6</u>	<u>\$ 3.4</u>

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

Note 12. Employee Benefits

Cooper's Retirement Income Plan (Plan), a defined benefit plan, covers substantially all full-time United States employees. Our contributions are designed to fund normal cost on a current basis and to fund the estimated prior service cost of benefit improvements. The unit credit actuarial cost method is used to determine the annual cost. Cooper pays the entire cost of the Plan and funds such costs as they accrue. Virtually all of the assets of the Plan are comprised of equities and participation in equity and fixed income funds.

Our results of operations for the three and nine months ended July 31, 2015 and 2014 reflect the following components of net periodic pension costs:

Periods Ended July 31, (In thousands)	Three Months		Nine Months	
	2015	2014	2015	2014
Service cost	\$ 2,037	\$ 1,768	\$ 6,110	\$ 5,305
Interest cost	1,063	988	3,191	2,963
Expected returns on assets	(1,512)	(1,237)	(4,538)	(3,712)
Amortization of prior service cost	1	6	3	18
Recognized net actuarial loss	246	154	740	462
Net periodic pension cost	\$ 1,835	\$ 1,679	\$ 5,506	\$ 5,036

Cooper contributed \$2.5 million and \$5.0 million to the Plan in the three and nine months ended July 31, 2015, respectively, and expects to contribute an additional \$5.0 million during fiscal 2015. We contributed \$1.4 million and \$5.8 million to the Plan in the three and nine months ended July 31, 2014. The expected rate of return on plan assets for determining net periodic pension cost is 8%.

Note 13. Contingencies

On or about November 11, 2014, Johnson & Johnson Vision Care (JJVC) filed an action in the district court of Dusseldorf, Germany, against CooperVision GmbH and CooperVision, Inc. (collectively "CooperVision" or "we") for patent infringement. In the action, JJVC alleged that certain CooperVision products infringe JJVC's European Patent No. EP 1 754 728 B1, and was seeking damages and to enjoin these products from selling in Germany. We were challenging the validity of the patent before the European Patent Office.

In July 2015, CooperVision made a one-time lump sum payment to JJVC of \$17.0 million to settle our existing patent disputes. As a result of the settlement, we withdrew our opposition to the JJVC patent filed before the European Patent Office, and JJVC withdrew its complaint of infringement pending before the district court of Dusseldorf, Germany. The settlement included worldwide, non-exclusive, perpetual and royalty-free cross-licenses between the parties to certain patents including the JJVC patent referenced above. The settlement also included reciprocal covenants not to sue on those patents which were not licensed with respect to each party's current, core commercialized product offerings, including all silicone hydrogel lenses. Neither party admitted any liability as part of the settlement.

Since March 2015, over 50 putative class action complaints were filed by contact lens consumers alleging that contact lens manufacturers, in conjunction with their respective Unilateral Pricing Policy (UPP), conspired to reach agreements between each other and certain distributors and retailers regarding the prices at which certain contact lenses could be sold to consumers. The plaintiffs are seeking damages against CooperVision, Inc., other contact lens manufacturers, distributors and retailers, in various courts around the United States. In June 2015, all of the class action cases were consolidated and transferred to the United States District Court for the Middle District of Florida. CooperVision denies the allegations and intends to defend the actions vigorously. We are not in a position to assess whether any loss or adverse effect on our financial condition is probable or remote or to estimate the range of potential loss, if any.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

**Note 14. Business Segment Information**

Cooper uses operating income, as presented in our financial reports, as the primary measure of segment profitability. We do not allocate costs from corporate functions to segment operating income. Items below operating income are not considered when measuring the profitability of a segment. We use the same accounting policies to generate segment results as we do for our consolidated results.

Identifiable assets are those used in continuing operations except cash and cash equivalents, which we include as corporate assets. Long-lived assets are property, plant and equipment.

Segment information:

Periods Ended July 31, (In thousands)	Three Months		Nine Months	
	2015	2014	2015	2014
CooperVision net sales by category:				
Toric lens	\$ 114,227	\$ 112,330	\$ 329,784	\$ 318,290
Multifocal lens	42,620	38,393	122,985	107,627
Single-use sphere lens	93,730	73,834	263,037	214,310
Non single-use sphere and other	134,893	125,343	398,599	367,058
Total CooperVision net sales	385,470	349,900	1,114,405	1,007,285
CooperSurgical net sales	76,208	82,582	227,119	242,494
Total net sales	\$ 461,678	\$ 432,482	\$ 1,341,524	\$ 1,249,779
Operating income (loss):				
CooperVision	\$ 46,359	\$ 88,386	\$ 187,233	\$ 255,150
CooperSurgical	15,043	18,419	42,451	50,673
Corporate	(11,091)	(10,240)	(35,266)	(38,712)
Total operating income	50,311	96,565	194,418	267,111
Interest expense	4,690	1,499	13,323	4,713
Other expense, net	1,020	683	2,037	739
Income before income taxes	\$ 44,601	\$ 94,383	\$ 179,058	\$ 261,659

(In thousands)	July 31, 2015	October 31, 2014
Identifiable assets:		
CooperVision	\$ 3,735,893	\$ 3,699,614
CooperSurgical	628,800	646,200
Corporate	57,989	112,526
Total	\$ 4,422,682	\$ 4,458,340

[Table of Contents](#)THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Notes to Consolidated Condensed Financial Statements  
(Unaudited)

Geographic information:

Periods Ended July 31, <u>(In thousands)</u>	Three Months		Nine Months	
	2015	2014	2015	2014
Net sales to external customers by country of domicile:				
United States	\$ 203,019	\$ 196,032	\$ 604,281	\$ 573,282
Europe	173,829	145,543	487,579	406,007
Rest of world	84,830	90,907	249,664	270,490
Total	<u>\$ 461,678</u>	<u>\$ 432,482</u>	<u>\$ 1,341,524</u>	<u>\$ 1,249,779</u>

<u>(In thousands)</u>	July 31, 2015	October 31, 2014
	Long-lived assets by country of domicile:	
United States	\$ 497,050	\$ 499,195
Europe	418,700	406,433
Rest of world	59,126	31,697
Total	<u>\$ 974,876</u>	<u>\$ 937,325</u>

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

Note numbers refer to "Notes to Consolidated Condensed Financial Statements" in Item 1. Financial Statements.

**Forward-Looking Statements**

This Quarterly Report on Form 10-Q contains "forward-looking statements" as defined by the Private Securities Litigation Reform Act of 1995. These include statements relating to plans, prospects, goals, strategies, future actions, events or performance and other statements which are other than statements of historical fact, including all statements regarding the acquisition of Sauflon including Sauflon's financial position, market position, product development and business strategy, expected cost synergies, expected timing and benefits of the transaction, as well as estimates of our and Sauflon's future expenses, sales and earnings per share are forward-looking. In addition, all statements regarding anticipated growth in our revenue, anticipated effects of any product recalls, anticipated market conditions, planned product launches and expected results of operations and integration of any acquisition are forward-looking. To identify these statements look for words like "believes," "expects," "may," "will," "should," "could," "seeks," "intends," "plans," "estimates" or "anticipates" and similar words or phrases. Forward-looking statements necessarily depend on assumptions, data or methods that may be incorrect or imprecise and are subject to risks and uncertainties. Among the factors that could cause our actual results and future actions to differ materially from those described in forward-looking statements are:

- Adverse changes in the global or regional general business, political and economic conditions, including the impact of continuing uncertainty and instability of certain European Union countries that could adversely affect our global markets.
- Foreign currency exchange rate and interest rate fluctuations including the risk of fluctuations in the value of foreign currencies that would decrease our revenues and earnings.
- Acquisition-related adverse effects including the failure to successfully obtain the anticipated revenues, margins and earnings benefits of acquisitions, including the Sauflon acquisition; integration delays or costs and the requirement to record significant adjustments to the preliminary fair value of assets acquired and liabilities assumed within the measurement period, required regulatory approvals for an acquisition not being obtained or being delayed or subject to conditions that are not anticipated, adverse impacts of changes to accounting controls and reporting procedures, contingent liabilities or indemnification obligations, increased leverage and lack of access to available financing (including financing for the acquisition or refinancing of debt owed by us on a timely basis and on reasonable terms).
- A major disruption in the operations of our manufacturing, research and development or distribution facilities, due to technological problems, including any related to our information systems maintenance or enhancements, integration of acquisitions, natural disasters or other causes.
- Disruptions in supplies of raw materials, particularly components used to manufacture our silicone hydrogel lenses.
- Compliance costs and potential liability in connection with U.S. and foreign healthcare regulations, including product recalls, warning letters and potential losses resulting from sales of counterfeit and other infringing products.
- Legal costs, insurance expenses, settlement costs and the risk of an adverse decision or settlement related to product liability, patent infringement or other litigation.
- Changes in tax laws or their interpretation and changes in statutory tax rates.
- Limitations on sales following product introductions due to poor market acceptance.
- New competitors, product innovations or technologies.
- Reduced sales, loss of customers and costs and expenses related to recalls.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

- New U.S. and foreign government laws and regulations, and changes in existing laws, regulations and enforcement guidance, which affect the medical device industry and the healthcare industry generally.
- Failure to receive, or delays in receiving, U.S. or foreign regulatory approvals for products.
- Failure to obtain adequate coverage and reimbursement from third party payors for our products.
- The requirement to provide for a significant liability or to write off, or accelerate depreciation on, a significant asset, including goodwill.
- The success of our research and development activities and other start-up projects.
- Dilution to earnings per share from the Sauflon acquisition or other acquisitions or issuing stock.
- Changes in accounting principles or estimates.
- Environmental risks.
- Other events described in our Securities and Exchange Commission filings, including the "Business" and "Risk Factors" sections in our Annual Report on Form 10-K for the fiscal year ended October 31, 2014, as such Risk Factors may be updated in quarterly filings.

We caution investors that forward-looking statements reflect our analysis only on their stated date. We disclaim any intent to update them except as required by law.

### Results of Operations

In this section, we discuss the results of our operations for the fiscal third quarter of 2015 ended July 31, 2015, and the nine months then ended and compare them with the same periods of fiscal 2014. We discuss our cash flows and current financial condition under "Capital Resources and Liquidity." Within the tables presented, percentages are calculated based on the underlying whole-dollar amounts and, therefore, may not recalculate from the rounded numbers used for disclosure purposes.

#### Third Quarter Highlights

- Net sales of \$461.7 million, up 7% from \$432.5 million
- Gross profit \$272.9 million, down 3% from \$280.6 million
- Operating income \$50.3 million, down 48% from \$96.6 million
- Diluted earnings per share of \$0.91, down from \$1.80 per share
- Cash provided by operations \$96.0 million, down from \$107.9 million

Results in our fiscal third quarter include \$13.0 million of expenses primarily due to product and equipment rationalization related to recent acquisitions, \$2.1 million of costs associated with the start-up of new manufacturing facilities, and \$0.2 million of severance costs, all recorded in cost of sales; \$9.7 million of expenses for acquisition, restructuring and integration activities and \$18.3 million of legal costs, recorded in operating expenses; as well as \$12.5 million for amortization of intangible assets. The legal costs include a \$17.0 million settlement related to intellectual property claims by Johnson & Johnson Vision Care (JJVC) as well as litigation costs relating to the class action complaints filed against CooperVision and other contact lens manufacturers, distributors and retailers relating to Unilateral Pricing Policy (UPP).

#### Nine-Month Highlights

- Net Sales of \$1,341.5 million, up 7% from \$1,249.8 million
- Gross profit of \$817.0 million, up about 1% from \$812.0 million
- Operating income \$194.4 million, down 27% from \$267.1 million
- Diluted earnings per share of \$3.39, down from \$4.89 per share
- Cash provided by operations \$286.4 million, down from \$302.8 million

Results in the nine months ended July 31, 2015 include \$27.4 million of expenses primarily due to product and equipment rationalization related to recent acquisitions, \$4.6 million of costs associated with the start-up of new manufacturing facilities, and \$0.5 million of severance costs, all recorded in cost of sales; \$20.9 million of expenses for acquisition, restructuring and integration activities and \$19.2 million of certain legal costs, discussed above, recorded in operating expenses; as well as \$38.4 million for amortization of intangible assets.

#### Outlook

Overall, we remain optimistic about the long-term prospects for the worldwide contact lens and women's healthcare markets. However, events affecting the economy as a whole, including the uncertainty and instability of global markets driven by foreign currency volatility, European debt concerns and the Affordable Care Act, including the trend of consolidation within the healthcare industry, impact our current performance and continue to represent a risk to our performance for fiscal year 2015.

*CooperVision* - We compete in the worldwide contact lens market with our spherical, toric and multifocal contact lenses offered in a variety of materials including using silicone hydrogel Aquaform® technology and phosphorylcholine technology (PC) Technology™. We believe that there will be lower contact lens wearer dropout rates as technology



THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

improves and enhances the wearing experience through a combination of improved designs and materials and the growth of preferred modalities such as single-use and monthly wearing options. CooperVision is focused on greater worldwide market penetration as we introduce new products and continue to expand our presence in existing and emerging markets, including through acquisitions.

On August 6, 2014, we acquired Sauflon Pharmaceuticals Limited (Sauflon), a privately-held European manufacturer and distributor of soft contact lenses and aftercare solutions. The acquisition of Sauflon expanded our contact lens product portfolio particularly with Sauflon's clariti® 1 day brand of single-use silicone hydrogel spherical, toric and multifocal lenses. Sauflon has a global presence with manufacturing facilities in the United Kingdom and Hungary.

Sales of contact lenses utilizing silicone hydrogel materials, a major product material in the industry, have grown significantly. Our ability to compete successfully with a full range of silicone hydrogel products is an important factor to achieving our desired future levels of sales growth and profitability. CooperVision markets monthly and two-week silicone hydrogel spherical and toric lens products under our Biofinity®, clariti® and Avaira® brands and a monthly silicone hydrogel multifocal lens under Biofinity. CooperVision markets single-use silicone hydrogel spherical, toric and multifocal lenses under our clariti 1 day brand and single-use silicone hydrogel spherical lenses under MyDay®.

We believe that the global market for single-use contact lenses will continue to grow and that competitive silicone hydrogel single-use products represent an opportunity for our business. We compete with clariti and MyDay, our single-use silicone hydrogel lenses, and our Proclear® 1 Day products. Our clariti 1 day brand provides the first and only single-use silicone hydrogel lenses in the marketplace with a complete line of spherical, toric and multifocal contact lenses. We forecast increasing aggregate demand for our existing and future single-use products. To meet this anticipated demand, we plan to continue the implementation of capital projects to invest in increased single-use manufacturing capacity.

*CooperSurgical* - Our CooperSurgical business competes in the highly fragmented medical device segment of the women's healthcare market. CooperSurgical has steadily grown its market presence and distribution system by developing products and acquiring companies and products that complement its business model. In August 2015, CooperSurgical acquired Reprogenetics, a genetics laboratory specializing in preimplantation genetic screening (PGS) and preimplantation genetic diagnosis (PGD) used during the in vitro fertilization (IVF) process. We paid \$46.5 million for Reprogenetics and expect the acquisition to be neutral to earnings per share excluding acquisition costs and related amortization through fiscal 2016. We intend to continue to invest in CooperSurgical's business through acquisitions of companies and product lines. CooperSurgical product sales are categorized based on the point of healthcare delivery including products used in medical office and surgical procedures by obstetricians and gynecologists (ob/gyns) that represented 67% of CooperSurgical's net sales in the fiscal third quarter of 2015 compared to 66% in the prior year period. CooperSurgical's remaining sales are products used in fertility clinics that now represent 33% of CooperSurgical's net sales compared to 34% in the prior year period.

*Capital Resources* - At July 31, 2015, we had \$17.0 million in cash, primarily outside the United States, and \$930.0 million available under our revolving Credit Agreement. The \$700.0 million term loan entered into on August 4, 2014, and the \$300.0 million term loan entered into on September 12, 2013, remain outstanding as of July 31, 2015. On March 24, 2015, we entered into two new uncommitted revolving lines of credit with a termination date of March 24, 2016, and a maximum combined capacity of \$200.0 million. At July 31, 2015, all \$200.0 million was outstanding and the proceeds were utilized to pay down higher interest rate debt on our revolving Credit Agreement.

On July 14, 2015, CooperVision made a one-time lump sum payment to JJVC of \$17.0 million to settle our existing patent disputes. As discussed in Note 13 of the notes to consolidated condensed financial statements, the settlement was royalty-free and neither party admitted any liability. On April 7, 2015, we paid all of the outstanding loan notes issued to previous holders of Sauflon shares for the Sauflon acquisition in the amount of \$51.2 million that had been recorded in short term debt. Our current cash balance and availability under existing credit facilities reflects the use of cash outside the United States and the use of existing credit facilities to fund the \$1.1 billion acquisition of Sauflon in August 2014. We believe that our cash and cash equivalents, cash flow from operating activities and borrowing capacity under existing credit facilities will fund operations both in the next 12 months and in the longer term as well as current and long-term cash requirements for capital expenditures, acquisitions, share repurchases and cash dividends. However, depending on the size or timing of these business activities, we may seek to raise additional debt financing.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

**Selected Statistical Information – Percentage of Sales and Growth**

Periods Ended July 31,	Three Months			Nine Months		
	Percentage of Sales		2015 vs 2014 % Change	Percentage of Sales		2015 vs 2014 % Change
	2015	2014		2015	2014	
Net sales	100%	100%	7 %	100%	100%	7 %
Cost of sales	41%	35%	24 %	39%	35%	20 %
Gross profit	59%	65%	(3)%	61%	65%	1 %
Selling, general and administrative expense	41%	37%	19 %	40%	38%	12 %
Research and development expense	4%	4%	14 %	4%	4%	7 %
Amortization of intangibles	3%	2%	85 %	3%	2%	77 %
Operating income	11%	22%	(48)%	14%	21%	(27)%

**Net Sales**

Cooper's two business units, CooperVision and CooperSurgical, generate all of its sales.

- CooperVision develops, manufactures and markets a broad range of soft contact lenses for the worldwide vision correction market.
- CooperSurgical develops, manufactures and markets medical devices and procedure solutions to improve healthcare delivery to women.

Our consolidated net sales grew by \$29.2 million or 7%, and \$91.7 million or 7%, in the three and nine months ended July 31, 2015, respectively:

Periods Ended July 31,	Three Months			Nine Months		
	2015	2014	2015 vs 2014 % Change	2015	2014	2015 vs 2014 % Change
<b>(\$ in millions)</b>						
CooperVision	\$ 385.5	\$ 349.9	10 %	\$ 1,114.4	\$ 1,007.3	11 %
CooperSurgical	76.2	82.6	(8)%	227.1	242.5	(6)%
	<u>\$ 461.7</u>	<u>\$ 432.5</u>	7 %	<u>\$ 1,341.5</u>	<u>\$ 1,249.8</u>	7 %

**CooperVision Net Sales**

The contact lens market has two major product categories:

- Spherical lenses including lenses that correct near- and farsightedness uncomplicated by more complex visual defects.
- Toric and multifocal lenses including lenses that, in addition to correcting near- and farsightedness, address more complex visual defects such as astigmatism and presbyopia by adding optical properties of cylinder and axis, which correct for irregularities in the shape of the cornea.

In order to achieve comfortable and healthy contact lens wear, products are sold with recommended replacement schedules, often defined as modalities, with the primary modalities being single-use, two-week and monthly. CooperVision offers spherical, aspherical, toric, multifocal and toric multifocal lens products in most modalities.

The contact lens market consists primarily of single-use and frequently replaced lenses. Single-use lenses are designed for daily replacement and frequently replaced lenses are designed for two-week or monthly replacement. Significantly, the market for spherical lenses is growing with value-added spherical lenses to alleviate dry eye symptoms as well as lenses with aspherical optical properties or higher oxygen permeable lenses such as silicone hydrogels.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

CooperVision's Proclear brand aspheric, toric and multifocal contact lenses, manufactured using PC Technology, help enhance tissue/device compatibility and offer improved lens comfort.

CooperVision's silicone hydrogel Biofinity brand spherical, toric and multifocal contact lenses, Avaira brand spherical and toric lenses and MyDay brand spherical lenses, are manufactured using proprietary Aquaform technology to increase oxygen transmissibility for longer wear. CooperVision's clariti brand provides monthly and single-use silicone hydrogel contact lens products in spherical, toric and multifocal designs. We believe the clariti single-use silicone hydrogel lens products provide a competitive advantage in approved markets as clariti is the first and only single-use silicone hydrogel lens available in all vision correction categories - spherical, toric and multifocal.

CooperVision net sales for the fiscal third quarter of 2015 increased 10% from the prior year period. CooperVision net sales growth included increases in total sphere lenses up 9%, representing 55% of net sales, the same as in the prior year period, primarily on sales of clariti and MyDay lenses. Total toric lenses grew 2%, representing 30% of net sales, compared to 32% in the prior year period, on sales of clariti and Biofinity products. Total multifocal lenses grew 11% representing 11% of net sales, the same as in the prior year period, primarily on increased sales of Biofinity and clariti lenses. Total silicone hydrogel products, including clariti, Biofinity, Avaira and MyDay, grew 24%, representing 56% of net sales compared to 50% in the prior year period. CooperVision's older conventional lens products declined 21%, representing 2% of net sales, the same as in the prior year period.

CooperVision competes in the worldwide soft contact lens market and services three primary regions: the Americas, EMEA (Europe, Middle East and Africa) and Asia Pacific.

#### CooperVision Net Sales by Geography

Periods Ended July 31, (\$ in millions)	Three Months			Nine Months		
	2015	2014	2015 vs. 2014 % Change	2015	2014	2015 vs. 2014 % Change
Americas	\$ 157.4	\$ 149.5	5 %	\$ 468.4	\$ 432.3	8 %
EMEA	163.0	133.9	22 %	453.9	370.9	22 %
Asia Pacific	65.1	66.5	(2)%	192.1	204.1	(6)%
	<u>\$ 385.5</u>	<u>\$ 349.9</u>	10 %	<u>\$ 1,114.4</u>	<u>\$ 1,007.3</u>	11 %

In the fiscal third quarter of 2015, Americas net sales growth was primarily due to market gains of silicone hydrogel contact lenses including Biofinity, clariti and MyDay partially offset by a decrease in sales of older hydrogel lens products. EMEA net sales growth was primarily driven by sales of clariti and MyDay silicone hydrogel lenses. The increase in EMEA net sales was partially offset by the negative impact from the weakening of foreign currencies as compared to the United States dollar. Net sales in the Asia Pacific region decreased due to the negative impact of the weakening of the Japanese yen compared to the United States dollar. Excluding the impact of currency, sales in the Asia Pacific region grew on market gains of silicone hydrogel lenses, including Biofinity, clariti and MyDay, along with growth in sales of Proclear 1 Day lenses.

CooperVision's net sales growth was driven primarily by increases in the volume of lenses sold, including recently introduced silicone hydrogel products and products from the acquisition of Sauflon. While unit growth and product mix have influenced CooperVision's sales growth, average realized prices by product have not materially influenced sales growth.

#### CooperSurgical Net Sales

CooperSurgical supplies the market for women's healthcare with a diversified portfolio of products for use in surgical and other medical procedures that are performed primarily by obstetricians and gynecologists in hospitals, surgical centers, fertility clinics and in the medical office. Fertility products include highly specialized products that target in vitro fertilization (IVF) treatment with a goal to make fertility treatment safer, more efficient and convenient.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

<b>Three Months Ended July 31,</b> <b>(\$ in millions)</b>	<b>% Net Sales</b>		<b>% Net Sales</b>		<b>2015 vs. 2014 % Change</b>
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>	
Office and surgical procedures	\$ 51.2	67%	\$ 54.5	66%	(6)%
Fertility	25.0	33%	28.1	34%	(11)%
	<u>\$ 76.2</u>	<u>100%</u>	<u>\$ 82.6</u>	<u>100%</u>	<u>(8)%</u>

<b>Nine Months Ended July 31,</b> <b>(\$ in millions)</b>	<b>% Net Sales</b>		<b>% Net Sales</b>		<b>2015 vs. 2014 % Change</b>
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>	
Office and surgical procedures	\$ 151.9	67%	\$ 156.9	65%	(3)%
Fertility	75.2	33%	85.6	35%	(12)%
	<u>\$ 227.1</u>	<u>100%</u>	<u>\$ 242.5</u>	<u>100%</u>	<u>(6)%</u>

CooperSurgical's net sales of medical office and surgical procedures in the three and nine month periods decreased compared to the prior year periods due to declines in sales of medical equipment partially offset by growth in sales of disposable products. The net sales decline in fertility products as compared to the prior year periods was primarily due to the negative impact of foreign currency changes. Excluding the impact of currency, sales of fertility products increased in the three month period, and remained relatively flat in the nine month period, compared to the prior year periods, respectively.

CooperSurgical's sales primarily include women's healthcare products used in fertility procedures and by gynecologists and obstetricians in office and surgical procedures. The balance consists of sales of medical devices outside of women's healthcare which CooperSurgical does not actively market.

**Cost of Sales/Gross Profit**

<b>Gross Profit Percentage of Net Sales</b> <b>Periods Ended July 31,</b>	<b>Three Months</b>		<b>Nine Months</b>	
	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>
CooperVision	58%	65%	60%	65%
CooperSurgical	65%	65%	64%	64%
Consolidated	59%	65%	61%	65%

CooperVision's gross margin declines in the three and nine month periods as compared to the prior year periods are primarily due to negative effects of foreign currency changes, product and equipment rationalization costs and facility start-up costs. Foreign currency unfavorably impacted gross margin as we reported lower net sales due to the weakening of foreign currencies as compared to the United States dollar. Gross margin was negatively impacted in the periods by product and equipment charges to rationalize products, based on our review of Sauflon's products, materials and manufacturing processes. In addition, gross margin was negatively impacted by costs associated with the start-up of new manufacturing facilities. The decrease in gross margin was partially offset by the increase in sales of higher margin products including Biofinity.

CooperSurgical's gross margin was flat in the three and nine month periods as compared to the prior year periods primarily due to an improved mix of higher margin products offset by the unfavorable impact of foreign currency as we reported lower net sales partially due to the weakening of foreign currencies as compared to the United States dollar.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

**Selling, General and Administrative Expense (SGA)**

<b>Three Months Ended July 31, (\$ in millions)</b>	<b>2015</b>	<b>% Net Sales</b>	<b>2014</b>	<b>% Net Sales</b>	<b>2015 vs. 2014 % Change</b>
CooperVision	\$ 153.2	40%	\$ 122.3	35%	25 %
CooperSurgical	27.5	36%	28.7	35%	(4)%
Corporate	11.1	—	10.2	—	8 %
	<u>\$ 191.8</u>	41%	<u>\$ 161.2</u>	37%	19 %

<b>Nine Months Ended July 31, (\$ in millions)</b>	<b>2015</b>	<b>% Net Sales</b>	<b>2014</b>	<b>% Net Sales</b>	<b>2015 vs. 2014 % Change</b>
CooperVision	\$ 416.1	37%	\$ 350.8	35%	19 %
CooperSurgical	81.5	36%	85.6	35%	(5)%
Corporate	35.3	—	38.7	—	(9)%
	<u>\$ 532.9</u>	40%	<u>\$ 475.1</u>	38%	12 %

The increase in CooperVision's SGA in absolute dollars and as a percentage of net sales in the fiscal 2015 periods as compared to the fiscal 2014 periods is primarily due to operating expenses of Sauflon and approximately \$7.0 million and \$16.5 million of restructuring and integration costs in the three and nine month periods, respectively, largely made up of severance and professional fees related to Sauflon restructuring and integration activities. CooperVision's SGA also included \$18.3 million and \$19.2 million of litigation settlement and legal costs in the three and nine month periods, respectively, that in turn include the \$17.0 million settlement related to intellectual property claims by JJVC, as well as litigation costs relating to the class action complaints filed against CooperVision and other contact lens manufacturers, distributors and retailers relating to UPP. In addition, CooperVision continues to invest in sales and marketing, including headcount, to promote our silicone hydrogel products and to reach new customers and support geographic expansion.

The decrease in CooperSurgical's SGA in absolute dollars is primarily due to efficiencies as a result of cost control measures partially offset by approximately \$0.8 million and \$2.2 million of integration expenses in our fertility business in the three and nine month periods, respectively. CooperSurgical continues to invest in sales activities to promote our products and to reach new customers.

The decrease in Corporate SGA in absolute dollars for the nine month period of fiscal 2015 as compared to the prior year period is due to lower share-based compensation costs primarily attributable to the timing of grants.

**Research and Development Expense (R&D)**

<b>Three Months Ended July 31, (\$ in millions)</b>	<b>2015</b>	<b>% Net Sales</b>	<b>2014</b>	<b>% Net Sales</b>	<b>2015 vs. 2014 % Change</b>
CooperVision	\$ 14.7	4%	\$ 12.5	4%	18%
CooperSurgical	3.6	5%	3.6	4%	—%
	<u>\$ 18.3</u>	4%	<u>\$ 16.1</u>	4%	14%

<b>Nine Months Ended July 31, (\$ in millions)</b>	<b>2015</b>	<b>% Net Sales</b>	<b>2014</b>	<b>% Net Sales</b>	<b>2015 vs. 2014 % Change</b>
CooperVision	\$ 40.3	4%	\$ 37.9	4%	6%
CooperSurgical	10.9	5%	10.2	4%	7%
	<u>\$ 51.2</u>	4%	<u>\$ 48.1</u>	4%	7%

The increases in CooperVision's research and development expense in absolute dollars in the three and nine month periods as compared to the prior year periods is primarily due to the inclusion of Sauflon's R&D activities and \$1.9 million in charges primarily for equipment rationalization in the three months ended July 31, 2015 related to integration

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

activities. CooperVision's R&D activities are primarily focused on the development of contact lenses and now include Sauflon's R&D activities related to product and manufacturing improvements.

CooperSurgical's research and development expense increased as a percentage of net sales in both periods and in absolute dollars in the nine month period primarily due to increased activity to bring newly acquired products to market, increased investment in projects to develop new products and the upgrade of existing products. CooperSurgical's research and development activities include in vitro fertilization product development and the design and upgrade of surgical procedure devices.

**Amortization Expense**

Consolidated amortization expense was \$12.5 million and \$38.4 million in the three and nine months ended July 31, 2015, respectively, compared to \$6.8 million and \$21.7 million in the three and nine months ended July 31, 2014, respectively. The increases over the prior year were primarily due to acquired intangible assets related to recent acquisitions, primarily the acquisition of Sauflon in August 2014. We expect amortization expense in fiscal 2015 to be approximately \$12.5 million in the fourth quarter reflecting intangible assets acquired in the Sauflon acquisition, partially offset by intangible assets related to acquired technology which are now fully amortized.

**Restructuring Costs**

During the fiscal fourth quarter of 2014 and in connection with the Sauflon acquisition, our CooperVision business unit initiated restructuring and integration activities to optimize operational synergies of the combined companies. This 2014 Sauflon Integration Plan activities include workforce reductions, consolidation of duplicative facilities and product rationalization. We now estimate that the total restructuring costs under this plan will be \$104.0 million, as discussed in Note 3 of our notes to consolidated condensed financial statements. The \$42.0 million increase over the prior estimate relates to additional manufacturing restructuring activities, primarily with respect to our hydrogel contact lenses, based on our review of products, materials and manufacturing processes of Sauflon. We expect to complete the activities related to operating expenses in our fiscal first quarter of 2016, and to incur costs related to the manufacturing activities through the end of fiscal 2016.

Pursuant to the 2014 Sauflon Integration Plan, in the three and nine months ended July 31, 2015, we recorded expenses in cost of sales of \$12.4 million and \$26.2 million, respectively, arising from production-related asset disposals and accelerated depreciation on equipment, primarily related to our hydrogel lenses, based on our review of products, materials and manufacturing processes of Sauflon. In the three months ended July 31, 2015, we also recorded in cost of sales \$0.3 million of employee termination costs. In the three and nine months ended July 31, 2015, we reduced the accrued employee termination costs in selling, general and administrative expense by \$2.3 million and \$6.7 million, respectively, based on current estimates of the expected costs and the results of voluntary terminations. We recorded in research and development expense \$0.2 million and \$0.5 million of employee termination costs in the three and nine months ended July 31, 2015, respectively. We recorded in selling, general and administrative expenses \$0.3 million for lease termination costs in the three months ended July 31, 2015. We may, from time to time, decide to pursue additional restructuring activities that involve charges in future periods. See the notes to consolidated condensed financial statements for additional information.

[Table of Contents](#)

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

**Operating Income**

<u>Three Months Ended July 31, (\$ in millions)</u>	<u>2015</u>	<u>% Net Sales</u>	<u>2014</u>	<u>% Net Sales</u>	<u>2015 vs. 2014 % Change</u>
CooperVision	\$ 46.4	12%	\$ 88.4	25%	(48)%
CooperSurgical	15.0	20%	18.4	22%	(18)%
Corporate	(11.1)	—	(10.2)	—	(8)%
	<u>\$ 50.3</u>	<u>11%</u>	<u>\$ 96.6</u>	<u>22%</u>	<u>(48)%</u>

<u>Nine Months Ended July 31, (\$ in millions)</u>	<u>2015</u>	<u>% Net Sales</u>	<u>2014</u>	<u>% Net Sales</u>	<u>2015 vs. 2014 % Change</u>
CooperVision	\$ 187.2	17%	\$ 255.2	25%	(27)%
CooperSurgical	42.5	19%	50.6	21%	(16)%
Corporate	(35.3)	—	(38.7)	—	9 %
	<u>\$ 194.4</u>	<u>14%</u>	<u>\$ 267.1</u>	<u>21%</u>	<u>(27)%</u>

Consolidated operating income in the fiscal 2015 periods decreased in absolute dollars and as a percentage of net sales compared to the prior year periods primarily due to increases in operating expenses of 21% and 14% in the three and nine month periods, respectively, including restructuring, integration and amortization costs. CooperVision's operating income in the fiscal 2015 periods decreased in absolute dollars and as a percentage of net sales primarily due to the intellectual property settlement with JJVC along with restructuring, integration and amortization costs primarily related to Saflon, as discussed above, recorded in cost of sales and operating expenses. CooperSurgical's operating income in the fiscal 2015 periods decreased in absolute dollars and as a percentage of net sales due to the decrease in net sales of 8% and 6% in the three and nine month periods, respectively, partially offset by the decrease in operating expenses of 2% in both the three and nine month periods.

**Interest Expense**

Interest expense in the fiscal third quarter of 2015 was \$4.7 million, representing a \$3.2 million increase, compared to \$1.5 million in the prior year period. Interest expense for the first nine months of fiscal 2015 was \$13.3 million, representing a \$8.6 million increase, compared to \$4.7 million in the prior year period. These increases reflect higher average debt as a result of debt incurred in connection with the August 2014 acquisition of Saflon as well as higher interest rates on our revolving Credit Agreement as such interest rates vary based on leverage. Total debt was \$1.3 billion and \$0.3 billion at July 31, 2015 and 2014, respectively. Current period debt outstanding includes \$200.0 million on the new uncommitted revolving lines of credit, entered into on March 24, 2015, the \$700.0 million term loan, entered into on August 4, 2014, the \$300.0 million term loan, entered into on September 12, 2013, as well as about \$70.0 million drawn on our revolving Credit Agreement.

**Other Income (Expense), Net**

<u>Periods Ended July 31, (\$ In millions)</u>	<u>Three Months</u>		<u>Nine Months</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Foreign exchange gain (loss)	\$ (1.8)	\$ (1.1)	\$ (2.5)	\$ (2.0)
Other, net	0.8	0.4	0.5	1.3
	<u>\$ (1.0)</u>	<u>\$ (0.7)</u>	<u>\$ (2.0)</u>	<u>\$ (0.7)</u>

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

### Provision for Income Taxes

We recorded income tax expense of \$10.9 million in the fiscal first nine months of 2015 compared to \$21.1 million in the prior year period. Our effective tax rate (ETR) (provision for income taxes divided by pretax income) for the fiscal first nine months of 2015 was 6.1%. Our year-to-date results reflect the projected fiscal year ETR, plus any discrete items. The ETR used to record the provision for income taxes for the fiscal first nine months of 2014 was 8.1%.

The ETR is below the United States statutory rate as a majority of our taxable income is earned in foreign jurisdictions with lower tax rates. The ratio of domestic taxable income to worldwide taxable income has decreased over recent fiscal years effectively lowering the overall tax rate due to the fact that the tax rates in the majority of foreign jurisdictions where we operate are significantly lower than the statutory rate in the United States.

The impact on our provision for income taxes of income earned in foreign jurisdictions being taxed at rates different than the United States federal statutory rate was a benefit of approximately \$52.3 million and a foreign effective tax rate of approximately 1.4% in our fiscal first nine months of 2015 compared to \$74.6 million and a foreign effective tax rate of approximately 2.8% in our fiscal first nine months of 2014. See the notes to consolidated condensed financial statements for additional information.

### Share Repurchase

In December 2011, our Board of Directors authorized a share repurchase program and subsequently amended the total repurchase authorization to \$500.0 million. The program has no expiration date and may be discontinued at any time. We did not repurchase any shares during the fiscal third quarter of 2015. During the fiscal first quarter of 2015, we repurchased 100 thousand shares of our common stock for \$16.0 million at an average purchase price of \$159.96 per share. At July 31, 2015, we had remaining authorization to repurchase about \$169.7 million of our common stock. See the notes to consolidated condensed financial statements for additional information.

### Share-Based Compensation Plans

Cooper has several share-based compensation plans that are described in our Annual Report on Form 10-K for the fiscal year ended October 31, 2014. The compensation expense and related income tax benefit recognized in our consolidated condensed financial statements for share-based awards were as follows:

Periods Ended July 31, (\$ In millions)	Three Months		Nine Months	
	2015	2014	2015	2014
Selling, general and administrative expense	\$ 6.2	\$ 6.4	\$ 22.1	\$ 26.2
Cost of sales	0.6	0.5	2.0	1.8
Research and development expense	0.2	0.5	0.7	1.5
Total share-based compensation expense	\$ 7.0	\$ 7.4	\$ 24.8	\$ 29.5
Related income tax benefit	\$ 2.2	\$ 2.3	\$ 7.8	\$ 9.6

We capitalized share-based compensation expense as part of the cost of inventory in the amounts of \$0.6 million and \$2.0 million during the three and nine months ended July 31, 2015 and \$0.5 million and \$1.8 million during the three and nine months ended July 31, 2014.



THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

### Capital Resources and Liquidity

#### Third Quarter Highlights

- Operating cash flow \$96.0 million compared to \$107.9 million in the fiscal third quarter of 2014
- Expenditures for purchases of property, plant and equipment \$66.3 million compared to \$55.8 million in the prior year period
- Total debt increased to \$1.3 billion, related to the acquisition of Sauflon, compared to \$0.3 billion at July 31, 2014

#### Nine-Month Highlights

- Operating cash flow of \$286.4 million compared to \$302.8 million in the fiscal first nine months of 2014
- Expenditures for purchases of property, plant and equipment \$184.7 million compared to \$177.9 million in the prior year period
- Share repurchases under our share repurchase plan \$16.0 million, compared to \$50.0 million in the prior year period

#### Comparative Statistics

(\$ in millions)	July 31, 2015		October 31, 2014	
Cash and cash equivalents	\$	17.0	\$	25.2
Total assets	\$	4,422.7	\$	4,458.3
Working capital	\$	285.1	\$	349.4
Total debt	\$	1,307.9	\$	1,382.4
Stockholders' equity	\$	2,693.9	\$	2,588.4
Ratio of debt to equity		0.49:1		0.53:1
Debt as a percentage of total capitalization		33%		35%
Operating cash flow - twelve months ended	\$	438.5	\$	454.8

#### Working Capital

The decrease in working capital as of July 31, 2015 from the end of fiscal 2014 was primarily due to the increase in short term debt from the \$200.0 million in new revolving lines of credit, borrowed in the fiscal second quarter of 2015, and utilized to pay down higher interest rate debt on our long term revolving Credit Agreement. Working capital in the current period includes the payment of \$51.2 million to settle all the outstanding short term loan notes issued to previous holders of Sauflon shares for the Sauflon acquisition. The decrease in working capital was also due to decreases in cash and deferred tax assets partially offset by the increase in inventories, accounts receivable and other current assets along with the decrease in accounts payable.

The \$24.5 million increase in inventories was primarily related to the increased production of single-use lenses including clariti and MyDay, our single-use silicone hydrogel contact lenses. At July 31, 2015, our inventory months on hand (MOH) were 7.0 after adjusting for equipment rationalization costs related to the acquisition of Sauflon and facility start-up costs, the same as at July 31, 2014 and representing an increase from 6.6 at October 31, 2014. Our unadjusted inventory MOH were 6.5 and 6.1 at July 31, 2015, and October 31, 2014, respectively. Our days sales outstanding (DSO) increased to 55 days at July 31, 2015, compared to 53 days at July 31, 2014 and at October 31, 2014.

We have reviewed our needs in the United States for possible repatriation of undistributed earnings or cash of our foreign subsidiaries. Cooper presently intends to continue to indefinitely invest all earnings and cash outside of the United States of all foreign subsidiaries to fund foreign investments or meet foreign working capital and property, plant and equipment requirements.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

**Operating Cash Flow**

Cash flow provided by operating activities in the fiscal first nine months of 2015 continued to be our major source of liquidity, at \$286.4 million compared to \$302.8 million in the prior year period. Current period results include \$168.1 million of net income and non-cash items primarily made up of \$141.3 million related to depreciation and amortization, \$24.8 million related to share-based compensation, \$9.5 million related to net gains in currency translation and \$17.4 million related to impairment of property, plant and equipment. Results also include changes in operating assets and liabilities, which primarily reflect the increases in inventories and other assets of \$22.8 million, the increases in trade and other receivables of \$3.2 million, the decreases in accounts payable and other liabilities of \$34.1 million, and the increase of \$4.5 million relating to taxes. The \$16.4 million decrease in cash flow provided by operations in the fiscal first nine months of 2015 as compared to the same period of fiscal 2014 is primarily due to the \$17.0 million settlement with JJVC in the three months ended July 31, 2015 and the decrease in net income partially offset by the increases in depreciation and amortization.

For the nine months ended July 31, 2015, our primary source of cash flows provided by operating activities was cash collections from our customers for purchase of our products. Our primary uses of cash flows from operating activities were for personnel and material costs along with cash payments of \$10.3 million for interest.

For the nine months ended July 31, 2014, our primary source of cash flows provided by operating activities was cash collections from our customers for purchase of our products. Our primary uses of cash flows from operating activities were for personnel and material costs along with cash payments of \$1.8 million for interest.

**Investing Cash Flow**

Cash used in investing activities of \$185.9 million in the fiscal first nine months of 2015 was driven by capital expenditures of \$184.7 million, primarily to increase manufacturing capacity.

Cash used in investing activities of \$175.8 million in the fiscal first nine months of 2014 was driven by capital expenditures of \$177.9 million, primarily to increase manufacturing capacity, offset in small part by a \$1.4 million insurance recovery related to facility repairs and \$0.7 million related to divestitures and other.

**Financing Cash Flow**

The changes in cash used in financing activities primarily relate to borrowings and repayments of debt as well as share repurchases and the effects of share-based compensation awards. Cash used in financing activities of \$104.2 million in the fiscal first nine months of 2015 was driven by \$78.5 million net repayments of debt, \$16.0 million in payments for share repurchases in the fiscal first quarter of 2015 under our share repurchase plan, \$8.6 million for purchases of noncontrolling interests, net payments of \$5.7 million related to vested share-based compensation awards, payments of \$2.9 million for contingent consideration, dividend payments on common stock of \$1.4 million, and distributions of \$0.8 million to noncontrolling interests. Cash used in financing activities was offset by \$9.1 million in excess tax benefits from share-based compensation awards. Net repayment of debt in the period include the payment of \$51.2 million to settle all the outstanding loan notes issued for the Saufon acquisition.

Cash used in financing activities of \$30.1 million in the fiscal first nine months of 2014 was driven by \$50.0 million in payments for share repurchases under our share repurchase plan, \$3.4 million in payments for a financing lease, a \$3.8 million payment for contingent consideration, \$1.4 million for dividends, \$1.7 million for distributions to noncontrolling interests and \$0.5 million for net repayment of debt. Cash used in financing activities was offset by \$15.0 million in excess tax benefits from share-based compensation awards, \$6.9 million of proceeds from exercise of share-based compensation awards, and \$8.9 million of proceeds from a construction allowance.

At July 31, 2015, we had \$930.0 million available under our revolving Credit Agreement. The \$200.0 million borrowed on the new revolving lines of credit, the \$700.0 million term loan entered into on August 4, 2014, and the \$300.0 million term loan entered into on September 12, 2013, were outstanding as of July 31, 2015. We are in compliance with our financial covenants including the Interest Coverage Ratio at 33.87 to 1.00 and the Total Leverage Ratio at 2.33 to 1.00.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

As defined, in both the Credit Agreement and term loans, the Interest Coverage Ratio is the ratio of Consolidated Proforma EBITDA to Consolidated Interest Expense with the requirement to be at least 3.00 to 1.00 and the Total Leverage Ratio is the ratio of Consolidated Funded Indebtedness to Consolidated Proforma EBITDA with the requirement to be no higher than 3.75 to 1.00.

**Estimates and Critical Accounting Policies**

Management estimates and judgments are an integral part of financial statements prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). We believe that the critical accounting policies listed below address the more significant estimates required of management when preparing our consolidated financial statements in accordance with GAAP. We consider an accounting estimate critical if changes in the estimate may have a material impact on our financial condition or results of operations. We believe that the accounting estimates employed are appropriate and resulting balances are reasonable; however, actual results could differ from the original estimates, requiring adjustment to these balances in future periods. The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results are:

- Revenue recognition
- Net realizable value of inventory
- Valuation of goodwill
- Business combinations
- Income taxes
- Share-based compensation

During the fiscal first nine months of 2015, there were no significant changes in our estimates and critical accounting policies. Please refer to Management's Discussion and Analysis of Financial Condition and Results of Operations in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended October 31, 2014, for a more complete discussion of our estimates and critical accounting policies.

We performed our annual impairment assessment of goodwill during the fiscal third quarter of 2015, and our analysis indicated that we had no impairment of goodwill. As described in Note 5 in this Quarterly Report on Form 10-Q and Note 1 in our Annual Report on Form 10-K for the fiscal year ended October 31, 2014, we will continue to monitor conditions and changes that could indicate that our recorded goodwill may be impaired.

**Accounting Pronouncements Issued Not Yet Adopted**

In April 2015, the FASB issued Accounting Standards Update (ASU) 2015-03, *Interest - Imputation of Interest (Subtopic 835-30) Simplifying the Presentation of Debt Issuance Costs*. The amendments in this update require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. We do not anticipate the adoption of these amendments, which are effective for the Company for the fiscal year beginning on November 1, 2016, will have a material impact on our consolidated results of operations, financial condition or cash flows.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. ASU 2014-09 requires revenue recognition to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 sets forth a new revenue recognition model that requires identifying the contract, identifying the performance obligations, determining the transaction price, allocating the transaction price to performance obligations and recognizing the revenue upon satisfaction of performance obligations. The amendments in the ASU can be applied either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying the update recognized at the date of the initial application along with additional disclosures. We are currently evaluating the impact of ASU 2014-09, which is effective for the Company in our fiscal year beginning on November 1, 2018.

THE COOPER COMPANIES, INC. AND SUBSIDIARIES  
Item 2. Management's Discussion and Analysis of Financial Condition  
and Results of Operations

**Accounting Pronouncements Recently Adopted**

On November 1, 2014, we adopted ASU 2013-11, *Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit when a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*. ASU 2013-11 requires an unrecognized tax benefit to be presented in the financial statements as a reduction to a deferred tax asset when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. When a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available, or the entity does not intend to use the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. The adoption of ASU 2013-11 did not have a significant impact on our consolidated financial statements.

**Trademarks**

Aquaform®, Avaira®, Biofinity®, MyDay® and Proclear® are registered trademarks of The Cooper Companies, Inc., its affiliates and/or subsidiaries. PC Technology™ and A Quality of Life Company™ are trademarks of The Cooper Companies, Inc., its affiliates and/or subsidiaries. The clariti® mark is a registered trademark of The Cooper Companies, Inc., its affiliates and/or subsidiaries worldwide except in the United States where the use of clariti® is licensed.

### Item 3. Quantitative and Qualitative Disclosure About Market Risk

Most of our operations outside the United States have their local currency as their functional currency. We are exposed to risks caused by changes in foreign exchange, principally our British pound sterling, euro, Japanese yen, Danish krone, Swedish krona, Australian dollar and Canadian dollar-denominated debt and receivables denominated in currencies other than the United States dollar, and from operations in foreign currencies. We have taken steps to minimize our balance sheet exposure. Although we may enter into foreign exchange agreements with financial institutions to reduce our exposure to fluctuations in foreign currency values relative to our debt or receivables obligations, these hedging transactions do not eliminate that risk entirely. We are also exposed to risks associated with changes in interest rates, as the interest rates on our revolving lines of credit and term loans may vary with the Eurodollar rate. We may decrease this interest rate risk by hedging a portion of variable rate debt effectively converting it to fixed rate debt for varying periods. As of July 31, 2015, we have no outstanding interest rate swaps. For additional detail, see Item 1A. Risk Factors and Note 1 and Note 11 to the consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended October 31, 2014, and Note 11 in this Quarterly Report on Form 10-Q for the period ended July 31, 2015.

On March 24, 2015, we entered into two uncommitted line of credit agreements that have termination dates of March 24, 2016, and provide revolving loan amounts of up to \$100.0 million each with maturity dates of up to ninety days from the loan origination date. At July 31, 2015, we had \$200.0 million outstanding under these facilities.

On August 4, 2014, we entered into a three-year, \$700.0 million, senior unsecured term loan agreement that will mature on August 4, 2017. There is no amortization of the principal, and we may prepay the loan balances from time to time, in whole or in part, with premium or penalty. At July 31, 2015, \$700.0 million remained outstanding on this term loan.

On September 12, 2013, we entered into a five-year, \$300.0 million, senior unsecured term loan agreement that will mature on September 12, 2018, and will be subject to amortization of principal of 5% per year payable quarterly beginning October 31, 2016, with the balance payable at maturity. At July 31, 2015, \$300.0 million remained outstanding on this term loan.

Our Credit Agreement, originally entered into on January 12, 2011 and subsequently amended, provides for a multicurrency revolving credit facility in the aggregate commitment amount of \$1.0 billion and the aggregate commitment amount may be increased, upon written request by Cooper, by \$500.0 million. The maturity date is May 31, 2017. At July 31, 2015, we had \$930.0 million available under the revolving Credit Agreement.

#### Item 4. Controls and Procedures

The Company has established and currently maintains disclosure controls and procedures designed to ensure that material information required to be disclosed in its reports filed under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission and that any material information relating to the Company is recorded, processed, summarized and reported to its principal officers to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, management recognizes that controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving desired control objectives. In reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

In conjunction with the close of each fiscal quarter, the Company conducts a review and evaluation, under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. The Company's Chief Executive Officer and Chief Financial Officer, based upon their evaluation as of July 31, 2015, the end of the fiscal quarter covered in this report, concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level.

As of July 31, 2015, there has been no change in the Company's internal control over financial reporting during the Company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II—OTHER INFORMATION

### Item 1. Legal Proceedings

On or about November 11, 2014, Johnson & Johnson Vision Care (JJVC) filed an action in the district court of Dusseldorf, Germany, against CooperVision GmbH and CooperVision, Inc. (collectively “CooperVision” or “we”) for patent infringement. In the action, JJVC alleged that certain CooperVision products infringe JJVC’s European Patent No. EP 1 754 728 B1, and was seeking damages and to enjoin these products from selling in Germany. We were challenging the validity of the patent before the European Patent Office.

In July 2015, CooperVision made a one-time lump sum payment to JJVC of \$17.0 million to settle our existing patent disputes. As a result of the settlement, we withdrew our opposition to the JJVC patent filed before the European Patent Office, and JJVC withdrew its complaint of infringement pending before the district court of Dusseldorf, Germany. The settlement included worldwide, non-exclusive, perpetual and royalty-free cross-licenses between the parties to certain patents including the JJVC patent referenced above. The settlement also included reciprocal covenants not to sue on those patents which were not licensed with respect to each party’s current, core commercialized product offerings, including all silicone hydrogel lenses. Neither party admitted any liability as part of the settlement.

Since March 2015, over 50 putative class action complaints were filed by contact lens consumers alleging that contact lens manufacturers, in conjunction with their respective Unilateral Pricing Policy (UPP), conspired to reach agreements between each other and certain distributors and retailers regarding the prices at which certain contact lenses could be sold to consumers. The plaintiffs are seeking damages against CooperVision, Inc., other contact lens manufacturers, distributors and retailers, in various courts around the United States. In June 2015, all of the class action cases were consolidated and transferred to the United States District Court for the Middle District of Florida. CooperVision denies the allegations and intends to defend the actions vigorously. We are not in a position to assess whether any loss or adverse effect on our financial condition is probable or remote or to estimate the range of potential loss, if any.

### Item 1A. Risk Factors

There have been no material changes in the Company’s risk factors from those disclosed in our Annual Report on Form 10-K for fiscal year ended October 31, 2014.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

**Issuer Purchases of Equity Securities**

The Company's share repurchase activity during the three-month period ended July 31, 2015, was as follows:

<b>Period</b>	<b>Total Number of Shares Purchased</b>	<b>Average Price Paid Per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under Publicly Announced Plans or Programs</b>
5/1/15 - 5/31/15	—	\$ —	—	\$ 169,700,000
6/1/15 - 6/30/15	—	\$ —	—	\$ 169,700,000
7/1/15 - 7/31/15	—	\$ —	—	\$ 169,700,000
Total	—	\$ —	—	

The transactions described in the table above represent the repurchase of the Company's common stock on the New York Stock Exchange as part of the share repurchase program approved by the Company's Board of Directors in December 2011 (2012 Share Repurchase Program). The program as amended in December 2012 and December 2013 provides authorization for a total of \$500.0 million. Purchases under the 2012 Share Repurchase Program may be made from time-to-time on the open market at prevailing market prices or in privately negotiated transactions and are subject to a review of the circumstances in place at the time and will be made from time to time as permitted by securities laws and other legal requirements. This program has no expiration date and may be discontinued at any time. At July 31, 2015, the remaining repurchase authorization under the 2012 Share Repurchase Program was approximately \$169.7 million.



Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Term Loan Amendment No. 1, dated as of August 21, 2015, among The Cooper Companies, Inc. the lenders party thereto, and Keybank National Association, as administrative agent
10.2	Term Loan Amendment No. 3, dated as of August 21, 2015, among The Cooper Companies, Inc. the lenders party thereto, and Keybank National Association, as administrative agent
10.3	Credit Agreement Amendment No. 4, dated as of August 21, 2015, among The Cooper Companies, Inc., CooperVision International Holding Company, LP, the lenders party thereto, and Keybank National Association, as administrative agent
11*	Calculation of Earnings Per Share
31.1	Certification of the Chief Executive Officer, pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934
31.2	Certification of the Chief Financial Officer, pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934
32.1	Certification of the Chief Executive Officer, pursuant to 18 U.S.C. Section 1350
32.2	Certification of the Chief Financial Officer, pursuant to 18 U.S.C. Section 1350
101	The following materials from the Company's Quarterly Report on Form 10-Q for the period ended July 31, 2015, formatted in Extensible Business Reporting Language (XBRL): (i) Consolidated Statements of Income for the three and nine months ended July 31, 2015 and 2014, (ii) Consolidated Statements of Comprehensive Income for the three and nine months ended July 31, 2015 and 2014, (iii) Consolidated Condensed Balance Sheets at July 31, 2015 and October 31, 2014, (iv) Consolidated Condensed Statements of Cash Flows for the nine months ended July 31, 2015 and 2014 and (v) related notes to consolidated condensed financial statements.

\* The information called for in this Exhibit is provided in Note 8. Earnings Per Share to the Consolidated Condensed Financial Statements in this report.

SIGNATURE

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

The Cooper Companies, Inc.

\_\_\_\_\_  
(Registrant)

Date: September 4, 2015

/s/ Tina Maloney

\_\_\_\_\_  
Tina Maloney

Vice President and Corporate Controller  
(Principal Accounting Officer)

Index of Exhibits

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\* The information called for in this Exhibit is provided in Note 8. Earnings Per Share to the Consolidated Condensed Financial Statements in this report.

AMENDMENT NO. 1 TO TERM LOAN AGREEMENT

This AMENDMENT NO. 1 TO TERM LOAN AGREEMENT (this "Amendment") is entered into as of August 21, 2015 among (i) THE COOPER COMPANIES, INC., a Delaware corporation (the "Borrower"), (ii) the Lenders (defined below) executing signatures page hereto, and (iii) KEYBANK NATIONAL ASSOCIATION, as the administrative agent (the "Administrative Agent").

RECITALS:

A. The Borrower, the Administrative Agent and the lenders party thereto (each, a "Lender" and collectively, the "Lenders") are parties to the Term Loan Agreement, dated as of August 4, 2014 (as the same may from time to time be amended, restated or otherwise modified, the "Loan Agreement").

B. The Borrower, the Administrative Agent and the Lenders party hereto desire to amend the Loan Agreement to modify certain provisions thereof.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other valuable consideration, the Borrower, the Administrative Agent and the Lenders party hereto agree as follows:

Section 1. Definitions. Unless otherwise defined herein, each capitalized term used in this Amendment and not defined herein shall be defined in accordance with the Loan Agreement.

Section 2. Amendment to Section 1.01 of the Loan Agreement.

2.1 Section 1.01 of the Loan Agreement is hereby amended to delete the definition of "Change of Control" in its entirety and insert the following in place thereof:

"Change of Control" means the acquisition of ownership or voting control, directly or indirectly, beneficially or of record, on or after the Closing Date, by any Person or group (within the meaning of Rule 13d-3 of the SEC under the 1934 Act, as then in effect), of shares representing more than 25% of the aggregate ordinary Voting Power represented by the issued and outstanding capital stock of the Borrower.

Section 3. Effectiveness. This Amendment shall be effective on the date upon which each of the following conditions precedent has been satisfied (the "Effective Date"):

3.1 This Amendment shall have been executed by the Borrower, each Subsidiary Guarantor, the Administrative Agent and the Required Lenders, and counterparts hereof as so executed shall have been delivered to the Administrative Agent.

3.2 The Administrative Agent shall have received all documented out-of-pocket expenses (including reasonable fees and disbursements of counsel to the Administrative Agent, to the extent invoiced on or prior to the Effective Date) in connection with the preparation, negotiation and effectiveness of this Amendment and the other documents being executed or delivered in connection herewith.

Section 4. Miscellaneous.

4.1 Representations and Warranties. The Borrower and each Subsidiary Guarantor, by signing below, hereby represents and warrants to the Administrative Agent and the Lenders that:

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a. the Borrower and each Subsidiary Guarantor has the legal power and authority to execute and deliver this Amendment;

b. the officers executing this Amendment on behalf of the Borrower and each Subsidiary Guarantor have been duly authorized to execute and deliver the same and bind the Borrower or such Subsidiary Guarantor with respect to the provisions hereof;

c. no Default or Event of Default exists under the Loan Agreement, nor will any occur immediately after the execution and delivery of this Amendment;

d. this Amendment constitutes the legal, valid and binding agreement and obligation of the Borrower and each Subsidiary Guarantor, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law); and

e. each of the representations and warranties set forth in Article V of the Loan Agreement is true and correct in all material respects as of the date hereof, except to the extent that any thereof expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made.

4.2 Loan Agreement Unaffected. Each reference to the Loan Agreement in any Loan Document shall hereafter be construed as a reference to the Loan Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Loan Agreement shall remain in full force and effect and be unaffected hereby. This Amendment shall be a Loan Document.

4.3 Subsidiary Guarantor Acknowledgment. Each Subsidiary Guarantor, by signing this Amendment:

a. consents and agrees to and acknowledges the terms of this Amendment;

b. acknowledges and agrees that all of the Loan Documents to which such Subsidiary Guarantor is a party or is otherwise bound shall continue in full force and effect and that all of such Subsidiary Guarantor's obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment; and

c. acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Subsidiary Guarantor is not required by the terms of the Loan Agreement or any other Loan Document to which such Subsidiary Guarantor is a party to consent to the amendments to the Loan Agreement effected pursuant to this Amendment and (ii) nothing in the Loan Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Subsidiary Guarantor to any future amendments or modifications to the Loan Agreement.

4.4 Entire Agreement. This Amendment, together with the Loan Agreement and the other Loan Documents, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral representations and negotiations and prior writings with respect to the subject matter hereof.

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

4.6 Governing Law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT

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REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERNS THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

**4.7 JURY TRIAL WAIVER. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY AMENDMENTS, WAIVERS OR OTHER MODIFICATIONS RELATING TO ANY OF THE FOREGOING), OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

*[Signature pages follow.]*

---

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

THE COOPER COMPANIES, INC., as the Borrower

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Vice President & Treasurer

KEYBANK NATIONAL ASSOCIATION,

as the Administrative Agent, Co-Lead Arranger and a Lender

By: /s/ Marianne T. Meil

Name: Marianne T. Meil

Title: Senior Vice President

---

Each of the undersigned Subsidiary Guarantors acknowledges the terms of and consents to the foregoing:

COOPERVISION, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

COOPERSURGICAL, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

COOPER MEDICAL, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

ORIGIO, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

---



Signature Page to  
Amendment No. 1 to Term Loan Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc., as the Borrower,  
Key Bank National Association, as the Administrative Agent, and  
the Lenders Party Thereto

Name of Institution: Bank of America N.A.

By: /s/ John C. Plecque  
Name: John C. Plecque  
Title: Senior Vice President

Name of Institution: **DNB BANK ASA, NEW YORK BRANCH**  
as Co-Lead Arranger, Co-Bookrunner and Co-Syndication Agent

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President  
By: /s/ Geshu Sugandh  
Name: Geshu Sugandh  
Title: First Vice President

Name of Institution: **DNB CAPITAL LLC**  
as Lender

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President

By: /s/ Geshu Sugandh  
Name: Geshu Sugandh  
Title: First Vice President

---

Signature Page to  
Amendment No. 1 to Term Loan Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc., as the Borrower,  
Key Bank National Association, as the Administrative Agent, and  
the Lenders Party Thereto

Name of Institution: MUFG Union Bank, N.A.

By: /s/ Henry G. Montgomery  
Name: Henry G. Montgomery  
Title: Director

Name of Institution: Citicorp North America, Inc.

By: /s/ Anthony V. Pantina  
Name: Anthony V. Pantina  
Title: Vice President / Director

Name of Institution: HSBC BANK, USA NA

By: /s/ Jeff French  
Name: Jeff French  
Title: Senior Vice President

Name of Institution: JPMORGAN CHASE BANK, N.A.

By: /s/ Ling Li  
Name: LING LI  
Title: Vice President

---

Signature Page to  
Amendment No. 1 to Term Loan Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc., as the Borrower,  
Key Bank National Association, as the Administrative Agent, and  
the Lenders Party Thereto

Name of Institution: U.S. Bank, National Association

By: /s/ Joseph M. Schnorr  
Name: Joseph M. Schnorr  
Title: Senior Vice President

Name of Institution: Wells Fargo Bank, N.A.

By: /s/ Gavin Smith  
Name: Gavin Smith  
Title: Vice President

Name of Institution: PNC BANK, NATIONAL ASSOCIATION

By: /s/ Deborah M. Lee  
Name: Deborah M. Lee  
Title: Vice President

Name of Institution: THE NORTHERN TRUST COMPANY

By: /s/ John Lascody  
Name: John Lascody  
Title: Vice President

Name of Institution: Compass Bank

By: /s/ James Hatter  
Name: James Hatter  
Title: San Francisco Market President

AMENDMENT NO. 3 TO TERM LOAN AGREEMENT

This AMENDMENT NO. 3 TO TERM LOAN AGREEMENT (this "Amendment") is entered into as of August 21, 2015 among (i) THE COOPER COMPANIES, INC., a Delaware corporation (the "Borrower"), (ii) the Lenders (defined below) executing signatures page hereto, and (iii) KEYBANK NATIONAL ASSOCIATION, as the administrative agent (the "Administrative Agent").

RECITALS:

A. The Borrower, the Administrative Agent and the lenders party thereto (each, a "Lender" and collectively, the "Lenders") are parties to the Term Loan Agreement, dated as of September 12, 2013, as amended by Amendment No. 1 to Term Loan Agreement, dated as of June 30, 2014, as further amended by Amendment No. 2 to Term Loan Agreement, dated as of August 4, 2014 (as the same may from time to time be further amended, restated or otherwise modified, the "Loan Agreement").

B. The Borrower, the Administrative Agent and the Lenders party hereto desire to amend the Loan Agreement to modify certain provisions thereof.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other valuable consideration, the Borrower, the Administrative Agent and the Lenders party hereto agree as follows:

Section 1. Definitions. Unless otherwise defined herein, each capitalized term used in this Amendment and not defined herein shall be defined in accordance with the Loan Agreement.

Section 2. Amendment to Section 1.01 of the Loan Agreement.

2.1 Section 1.01 of the Loan Agreement is hereby amended to delete the definition of "Change of Control" in its entirety and insert the following in place thereof:

"Change of Control" means the acquisition of ownership or voting control, directly or indirectly, beneficially or of record, on or after the Closing Date, by any Person or group (within the meaning of Rule 13d-3 of the SEC under the 1934 Act, as then in effect), of shares representing more than 25% of the aggregate ordinary Voting Power represented by the issued and outstanding capital stock of the Borrower.

Section 3. Effectiveness. This Amendment shall be effective on the date upon which each of the following conditions precedent has been satisfied (the "Effective Date"):

3.1 This Amendment shall have been executed by the Borrower, each Subsidiary Guarantor, the Administrative Agent and the Required Lenders, and counterparts hereof as so executed shall have been delivered to the Administrative Agent.

3.2 The Administrative Agent shall have received all documented out-of-pocket expenses (including reasonable fees and disbursements of counsel to the Administrative Agent, to the extent invoiced on or prior to the Effective Date) in connection with the preparation, negotiation and effectiveness of this Amendment and the other documents being executed or delivered in connection herewith.

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Section 4. Miscellaneous.

4.1 Representations and Warranties. The Borrower and each Subsidiary Guarantor, by signing below, hereby represents and warrants to the Administrative Agent and the Lenders that:

a. the Borrower and each Subsidiary Guarantor has the legal power and authority to execute and deliver this Amendment;

b. the officers executing this Amendment on behalf of the Borrower and each Subsidiary Guarantor have been duly authorized to execute and deliver the same and bind the Borrower or such Subsidiary Guarantor with respect to the provisions hereof;

c. no Default or Event of Default exists under the Loan Agreement, nor will any occur immediately after the execution and delivery of this Amendment;

d. this Amendment constitutes the legal, valid and binding agreement and obligation of the Borrower and each Subsidiary Guarantor, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law); and

e. each of the representations and warranties set forth in Article V of the Loan Agreement is true and correct in all material respects as of the date hereof, except to the extent that any thereof expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made.

4.2 Loan Agreement Unaffected. Each reference to the Loan Agreement in any Loan Document shall hereafter be construed as a reference to the Loan Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Loan Agreement shall remain in full force and effect and be unaffected hereby. This Amendment shall be a Loan Document.

4.3 Subsidiary Guarantor Acknowledgment. Each Subsidiary Guarantor, by signing this Amendment:

a. consents and agrees to and acknowledges the terms of this Amendment;

b. acknowledges and agrees that all of the Loan Documents to which such Subsidiary Guarantor is a party or is otherwise bound shall continue in full force and effect and that all of such Subsidiary Guarantor's obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment; and

c. acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Subsidiary Guarantor is not required by the terms of the Loan Agreement or any other Loan Document to which such Subsidiary Guarantor is a party to consent to the amendments to the Loan Agreement effected pursuant to this Amendment and (ii) nothing in the Loan Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Subsidiary Guarantor to any future amendments or modifications to the Loan Agreement.

4.4 Entire Agreement. This Amendment, together with the Loan Agreement and the other Loan Documents, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral representations and negotiations and prior writings with respect to the subject matter hereof.

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

4.6 Governing Law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERNS THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

4.7 JURY TRIAL WAIVER. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY AMENDMENTS, WAIVERS OR OTHER MODIFICATIONS RELATING TO ANY OF THE FOREGOING), OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

*[Signature pages follow.]*

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

THE COOPER COMPANIES, INC., as the Borrower

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Vice President & Treasurer

KEYBANK NATIONAL ASSOCIATION,

as the Administrative Agent, Co-Lead Arranger and a Lender

By: /s/ Marianne T. Meil

Name: Marianne T. Meil

Title: Senior Vice President

---

Each of the undersigned Subsidiary Guarantors acknowledges the terms of and consents to the foregoing:

COOPERVISION, INC.

By: /s/ Brian G. Andrews  
Name: Brian G. Andrews  
Title: Treasurer

COOPERSURGICAL, INC.

By: /s/ Brian G. Andrews  
Name: Brian G. Andrews  
Title: Treasurer

COOPER MEDICAL, INC.

By: /s/ Brian G. Andrews  
Name: Brian G. Andrews  
Title: Treasurer

ORIGIO, INC.

By: /s/ Brian G. Andrews  
Name: Brian G. Andrews  
Title: Treasurer

---



Signature Page to  
Amendment No. 3 to Term Loan Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc., as the Borrower,  
Key Bank National Association, as the Administrative Agent, and  
the Lenders Party Thereto

Name of Institution: Bank of America N.A.

By: /s/ John C. Plecque  
Name: John C. Plecque  
Title: Senior Vice President

Name of Institution: DNB BANK ASA, NEW YORK BRANCH  
as Co-Lead Arranger, Co-Bookrunner and Co-Syndication Agent

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President

By: /s/ Geshu Sugandh  
Name: Geshu Sugandh  
Title: First Vice President

Name of Institution: DNB CAPITAL LLC  
as Lender

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President

By: /s/ Geshu Sugandh  
Name: Geshu Sugandh  
Title: First Vice President

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Signature Page to  
Amendment No. 3 to Term Loan Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc., as the Borrower,  
Key Bank National Association, as the Administrative Agent, and  
the Lenders Party Thereto

Name of Institution: MUFG Union Bank, N.A.

By: /s/ Henry G. Montgomery  
Name: Henry G. Montgomery  
Title: Director

Name of Institution: HSBC BANK, USA NA

By: /s/ Jeff French  
Name: Jeff French  
Title: Senior Vice President

Name of Institution: Citicorp North America, Inc.

By: /s/ Anthony V. Pantina  
Name: Anthony V. Pantina  
Title: Vice President / Director

Name of Institution: Bank of the West

By: /s/ Dan McCartney  
Name: Dan McCartney  
Title: Vice President

Name of Institution: U.S. Bank, National Association

By: /s/ Joseph M. Schnorr  
Name: Joseph M. Schnorr  
Title: Senior Vice President

AMENDMENT NO. 4 TO CREDIT AGREEMENT

This AMENDMENT NO. 4 TO CREDIT AGREEMENT (this “Amendment”) is entered into as of August 21, 2015 among (i) THE COOPER COMPANIES, INC., a Delaware corporation (the “Company”), (ii) COOPERVISION INTERNATIONAL HOLDING COMPANY, LP, an entity organized under the laws of England and Wales and registered in Barbados as an External Company under the laws of Barbados (the “Foreign Borrower” and together with the Company, each, a “Borrower” and collectively, the “Borrowers”), (iii) the Lenders (defined below) executing signatures page hereto, and (iv) KEYBANK NATIONAL ASSOCIATION, as the administrative agent (the “Administrative Agent”).

RECITALS:

A. The Borrowers, the Administrative Agent and the lenders party thereto (each, a “Lender” and collectively, the “Lenders”) are parties to the Credit Agreement, dated as of January 12, 2011, as amended by Amendment No. 1 to Credit Agreement, dated as of May 31, 2012, as further amended by Amendment No. 2 to Credit Agreement, dated as of September 12, 2013, and as further amended by Amendment No. 3 to Credit Agreement, dated as of June 30, 2014 (as the same may from time to time be further amended, restated or otherwise modified, the “Credit Agreement”).

B. The Borrowers, the Administrative Agent and the Lenders party hereto desire to amend the Credit Agreement to modify certain provisions thereof.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other valuable consideration, the Borrowers, the Administrative Agent and the Lenders party hereto agree as follows:

Section 1. Definitions. Unless otherwise defined herein, each capitalized term used in this Amendment and not defined herein shall be defined in accordance with the Credit Agreement.

Section 2. Amendment to Section 1.01 of the Credit Agreement.

2.1 Section 1.01 of the Credit Agreement is hereby amended to delete the definition of “Change of Control” in its entirety and insert the following in place thereof:

“Change of Control” means the acquisition of ownership or voting control, directly or indirectly, beneficially or of record, on or after the Closing Date, by any Person or group (within the meaning of Rule 13d-3 of the SEC under the 1934 Act, as then in effect), of shares representing more than 25% of the aggregate ordinary Voting Power represented by the issued and outstanding capital stock of the Company.

Section 3. Effectiveness. This Amendment shall be effective on the date upon which each of the following conditions precedent has been satisfied (the “Effective Date”):

3.1 This Amendment shall have been executed by the Borrowers, each Subsidiary Guarantor, the Administrative Agent and the Required Lenders, and counterparts hereof as so executed shall have been delivered to the Administrative Agent.

---

3.2 The Administrative Agent shall have received all documented out-of-pocket expenses (including reasonable fees and disbursements of counsel to the Administrative Agent, to the extent invoiced on or prior to the Effective Date) in connection with the preparation, negotiation and effectiveness of this Amendment and the other documents being executed or delivered in connection herewith.

Section 4. Miscellaneous.

4.1 Representations and Warranties. Each Borrower and each Subsidiary Guarantor, by signing below, hereby represents and warrants to the Administrative Agent and the Lenders that:

- a. each Borrower and each Subsidiary Guarantor has the legal power and authority to execute and deliver this Amendment;
- b. the officers executing this Amendment on behalf of each Borrower and each Subsidiary Guarantor have been duly authorized to execute and deliver the same and bind such Borrower or such Subsidiary Guarantor with respect to the provisions hereof;
- c. no Default or Event of Default exists under the Credit Agreement, nor will any occur immediately after the execution and delivery of this Amendment;
- d. this Amendment constitutes the legal, valid and binding agreement and obligation of the Borrowers and each Subsidiary Guarantor, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law); and
- e. each of the representations and warranties set forth in Article V of the Credit Agreement is true and correct in all material respects as of the date hereof, except to the extent that any thereof expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made.

4.2 Credit Agreement Unaffected. Each reference to the Credit Agreement in any Loan Document shall hereafter be construed as a reference to the Credit Agreement as amended or waived hereby. Except as herein otherwise specifically provided, all provisions of the Credit Agreement shall remain in full force and effect and be unaffected hereby. This Amendment shall be a Loan Document.

4.3 Subsidiary Guarantor Acknowledgment. Each Subsidiary Guarantor, by signing this Amendment:

- a. consents and agrees to and acknowledges the terms of this Amendment;
  - b. acknowledges and agrees that all of the Loan Documents to which such Subsidiary Guarantor is a party or is otherwise bound shall continue in full force and effect and that all of such Subsidiary Guarantor's obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment; and
  - c. acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Subsidiary Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to which such Subsidiary Guarantor is a party to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Subsidiary Guarantor to any future amendments or modifications to the Credit Agreement.
-

4.4 Entire Agreement. This Amendment, together with the Credit Agreement and the other Loan Documents, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral representations and negotiations and prior writings with respect to the subject matter hereof.

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

4.6 Governing Law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWERS HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERNS THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

**4.7 JURY TRIAL WAIVER. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY AMENDMENTS, WAIVERS OR OTHER MODIFICATIONS RELATING TO ANY OF THE FOREGOING), OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

*[Signature pages follow.]*

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

THE COOPER COMPANIES, INC., as a Borrower

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Vice President & Treasurer

COOPERVISION INTERNATIONAL HOLDING COMPANY,  
LP, as a Borrower

By: /s/ Greg W. Matz

Name: Greg W. Matz

Title: Manager of Cooper Holding Company LLC, acting  
as General Partner of CooperVision International Holdings  
Company, LP

KEYBANK NATIONAL ASSOCIATION,

as the Administrative Agent, Co-Lead Arranger, the Swing  
Line Lender, a Lender and an LC Issuer

By: /s/ Marianne T. Meil

Name: Marianne T. Meil

Title: Senior Vice President

---

Each of the undersigned Subsidiary Guarantors acknowledges the terms of and consents to the foregoing:

COOPERVISION, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

COOPERSURGICAL, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

COOPER MEDICAL, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

ORIGIO, INC.

By: /s/ Brian G. Andrews

Name: Brian G. Andrews

Title: Treasurer

---

Signature Page to  
Amendment No. 4 to Credit Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc. and CooperVision International Holding Company, LP,  
as the Borrowers,  
Key Bank National Association, as the Administrative Agent,  
and the Lenders party thereto

Name of Institution: JPMORGAN CHASE BANK, N.A.

By: /s/ Ling Li  
Name: LING LI  
Title: Vice President

Name of Institution: Citicorp North America, Inc.

By: /s/ Anthony V. Pantina  
Name: Anthony V. Pantina  
Title: Vice President / Director

Name of Institution: Bank of America, N.A.

By: /s/ John C. Plecque  
Name: John C. Plecque  
Title: Senior Vice President

Name of Institution: Wells Fargo Bank, N.A.

By: /s/ Gavin Smith  
Name: Gavin Smith  
Title: Vice President

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Signature Page to  
Amendment No. 4 to Credit Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc. and CooperVision International Holding Company, LP,  
as the Borrowers,  
Key Bank National Association, as the Administrative Agent,  
and the Lenders party thereto

Name of Institution: DNB CAPITAL LLC

By: /s/ Caroline Adams  
Name: Caroline Adams  
Title: First Vice President

By: /s/ Geshu Sugandh  
Name: Geshu Sugandh  
Title: First Vice President

Name of Institution: MUFG Union Bank, N.A.

By: /s/ Henry G. Montgomery  
Name: Henry G. Montgomery  
Title: Director

Name of Institution: U.S. Bank, National Association

By: /s/ Joseph M. Schnorr  
Name: Joseph M. Schnorr  
Title: Senior Vice President

Name of Institution: PNC BANK, NATIONAL ASSOCIATION

By: /s/ Deborah M. Lee  
Name: Deborah M. Lee  
Title: Vice President

---

Signature Page to  
Amendment No. 4 to Credit Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc. and CooperVision International Holding Company, LP,  
as the Borrowers,  
Key Bank National Association, as the Administrative Agent,  
and the Lenders party thereto

Name of Institution: Bank of the West

By: /s/ Dan McCartney  
Name: Dan McCartney  
Title: Vice President

Name of Institution: HSBC BANK, USA NA

By: /s/ Jeff French  
Name: Jeff French  
Title: Senior Vice President

Name of Institution: UBS AG, STAMFORD BRANCH

By: /s/ Darlene Arias  
Name: Darlene Arias  
Title: Director

By: /s/ Craig Pearson  
Name: Craig Pearson  
Title: Associate Director

Name of Institution: Goldman Sachs Bank USA

By: /s/ Jamie Minieri  
Name: Jamie Minieri  
Title: Authorized Signatory

---

Signature Page to  
Amendment No. 4 to Credit Agreement,  
dated as of the date first above written,  
among The Cooper Companies, Inc. and CooperVision International Holding Company, LP,  
as the Borrowers,  
Key Bank National Association, as the Administrative Agent,  
and the Lenders party thereto

Name of Institution: CHANG HWA COMMERCIAL BANK, LTD.,  
LOS ANGELES BRANCH,

By: /s/ Kang Yang  
Name: Kang Yang  
Title: Vice President & General Manager

Name of Institution: Compass Bank

By: /s/ James Hatter  
Name: James Hatter  
Title: San Francisco Market President

**CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)**  
**AS ADOPTED PURSUANT TO SECTION 302**  
**OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert S. Weiss, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Cooper Companies, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 4, 2015

\_\_\_\_\_  
/s/ Robert S. Weiss  
Robert S. Weiss  
President and  
Chief Executive Officer

**CERTIFICATION PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)**  
**AS ADOPTED PURSUANT TO SECTION 302**  
**OF THE SARBANES-OXLEY ACT OF 2002**

I, Gregory W. Matz, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Cooper Companies, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 4, 2015

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/s/ Gregory W. Matz  
Gregory W. Matz  
Sr. Vice President, Chief Financial Officer and  
Chief Risk Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert S. Weiss, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended July 31, 2015, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 4, 2015

/s/ Robert S. Weiss

Robert S. Weiss  
President and Chief Executive Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Gregory W. Matz, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Quarterly Report on Form 10-Q of the Company for the quarterly period ended July 31, 2015, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 4, 2015

/s/ Gregory W. Matz

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Gregory W. Matz

Sr. Vice President, Chief Financial Officer and  
Chief Risk Officer

