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

FORM 8-A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(B) OR (G) OF THE
SECURITIES EXCHANGE ACT OF 1934

THE COOPER COMPANIES, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	94-2657368
(State of incorporation or organization)	(I.R.S. Employer Identification No.)
ONE BRIDGE PLAZA, FORT LEE, NEW JERSEY	07024
(Address of principal executive offices)	(Zip Code)

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

TITLE OF EACH CLASS TO BE SO REGISTERED	NAME OF EACH EXCHANGE ON WHICH EACH CLASS IS TO BE REGISTERED
10% SENIOR SUBORDINATED SECURED NOTES DUE 2003	THE PACIFIC STOCK EXCHANGE

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

None

ITEM 1.DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED.

The information set forth under 'Description of New Notes' in the Amended and Restated Offer to Exchange and Consent Solicitation, dated December 15, 1993, of The Cooper Companies, Inc. (the 'Company'), filed as Exhibit (a)(16) to Amendment No. 7 to the Company's Schedule 13E-4 filed with the Securities and Exchange Commission on December 15, 1993 (File No. 1-8597), is incorporated herein by reference.

ITEM 2.MATERIAL TO BE FILED AS EXHIBITS.

EXHIBIT NUMBER	
3.1	-- Restated Certificate of Incorporation, as amended, incorporated by reference to Exhibit 4(a) to the Company's Registration Statement on Form S-3 (No. 33-17330) and Exhibits 19a and 19c to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 1988 (File No. 1-8597).
3.2	-- Amended and Restated By-Laws.
4.1	-- Indenture, dated as of March 1, 1985, between the Company and Security Pacific National Bank, incorporated by reference to Exhibit 28(a) to the Company's Registration Statement on Form S-3 (File No. 33-11298).
4.2	-- First Supplemental Indenture, dated as of June 29, 1989, between the Company and Bankers Trust Company, as successor trustee, with respect to the 10 5/8% Convertible Subordinated Reset Debentures due 2005, incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated July 13, 1989 (File No. 1-8597).
4.3	-- Second Supplemental Indenture, dated January 6, 1994 entered into between the Company and Bankers Trust Company, as successor trustee, with respect to the 10 5/8% Convertible Subordinated Reset Debentures due 2005.
4.4	-- Rights Agreement, dated as of October 29, 1987, between the Company and The First National Bank of Boston, incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated October 29, 1987 (File No. 1-8597).
4.5	-- Amendment No. 1 to Rights Agreement, dated as of June 14, 1993, between the Company and The First National Bank of Boston, incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 1993 (File No. 1-8597).
4.6	-- Certificate of Designations, Preferences, and Relative Rights, Qualifications, Limitations and Restrictions of the Series B Preferred Stock and Series C Preferred Stock of the Company, incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 1993 (File No. 1-8597).
4.7	-- Certificate of Designation, Preferences and Rights of Series A Junior Participating Preferred Stock of The Cooper Companies, Inc., incorporated by reference to Exhibit 4.10 of the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 1989 (File No. 1-8597).
4.8	-- Indenture, dated January 6, 1994 between the Company and IBJ Schroder Bank & Trust Company, as trustee, with respect to the 10% Senior Subordinated Secured Notes due 2003.
4.9	-- Pledge Ageement, dated January 6, 1994 between the Company and IBJ Schroder Bank & Trust Company, as trustee, with respect to the 10% Senior Subordinated Secured Notes due 2003.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

THE COOPER COMPANIES, INC.

By: s/s MARISA F. JACOBS
.....
Name: MARISA F. JACOBS
Title: Secretary and Associate General Counsel

Dated January 18, 1994

EXHIBIT INDEX

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CURRENT AS OF AUGUST 10, 1993

THE COOPER COMPANIES, INC.
AMENDED AND RESTATED BY-LAWS

ARTICLE I
OFFICES

SECTION 1. The registered office shall be in the City of Dover, County of Kent, State of Delaware.

SECTION 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 1. All meetings of the Stockholders for the election of directors shall be held in the City of Palo Alto, State of California, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. Meetings of Stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

SECTION 2. The annual meeting of Stockholders shall be held on such date in each year, and at such hour and place within or without the State of Delaware, as shall be fixed in each year by the Board of Directors or the Chairman. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Certificate of Incorporation or by these By-laws, may be specified by the Board of Directors or the Chairman. If no annual meeting has been held as specified above, a special meeting in lieu thereof may be held or there may be action by written consent of the Stockholders on matters to be voted on at the annual meeting, and such special meeting or written consent shall have for the purposes of these By-laws or otherwise all the force and effect of an annual meeting.

SECTION 3. Written notice of the annual meeting stating the place, date and hour of the meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

SECTION 4. The Officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 5. Special meetings of the Stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman and shall be called by the Chairman or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of Stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

SECTION 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each Stockholder entitled to vote at such meeting.

SECTION 7. Business transacted at any special meeting of Stockholders shall be limited to the purposes stated in the notice.

SECTION 8. A majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of stockholders for the transaction of business, except as otherwise

provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the Stockholders, the Stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 9. In all matters other than the election of Directors, the affirmative vote of the majority of shares present in person or represented by proxy, at a meeting at which a quorum is present, and entitled to vote on the subject matter shall decide any matter brought before such meeting, unless the matter is one upon which, by express provision of statute or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such matter. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy, at a meeting at which a quorum is present, and entitled to vote on the election of Directors.

SECTION 10. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the Stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provided for a longer period.

SECTION 11. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of Stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such Stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Stockholders who have not consented in writing.

SECTION 12. At any annual meeting of the Stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before a meeting, business (other than the election of directors, the procedures for which are detailed in Section 13 of this Article II) must be either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) otherwise properly brought before the meeting by a Stockholder. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a Stockholder, the Stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a Stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation, not less than sixty (60) nor more than ninety (90) days prior to the meeting; provided, however, that in the event that less than 75 days' notice or prior public disclosure of the date of the meeting is given or made to Stockholders, notice by the Stockholder to be timely must be so received not later than the close of business on the 15th day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. As used herein, the term 'public disclosure' shall include any disclosure made by press release issued by the Corporation or any notice of record date and meeting date for the meeting delivered to any national securities exchange on which the Corporation's securities are listed or to the National Association of Securities Dealers if the Corporation's securities are then quoted on such Association's interdealer quotation system. Such Stockholder's notice to the Secretary shall set forth as to each matter the Stockholder proposes to bring before the meeting (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (ii) the record name and record address of the Stockholder proposing such business, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the Stockholder, and (iv) any material interest of the Stockholder in such business.

Notwithstanding anything in the By-laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 12, provided, however, that nothing in this Section 12 shall be deemed to preclude discussion by any Stockholder of any business properly brought before the meeting in accordance with said procedure.

The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 12, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

SECTION 13. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of Stockholders by or at the direction of the Board of Directors by any nominating committee or person appointed by the Board or by any Stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 13. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a Stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days or more than ninety (90) days prior to the meeting; provided, however, that in the event that less than seventy five (75) days' notice or prior public disclosure of the date of the meeting is given or made to Stockholders, notice by the Stockholder to be timely must be so received not later than the close of business on the 15th day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. As used herein, the term 'public disclosure' shall include any disclosure made by press release issued by the Corporation or any notice of record date and meeting date for the meting delivered to any national securities exchange on which the Corporation's securities are listed or to the National Association of Securities Dealers if the Corporation's securities are then quoted on such Association's interdealer quotation system. Such Stockholder's notice to the Secretary shall set forth (a) as to each person whom +the Stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address or residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended; and (b) as to the Stockholder giving notice (i) the record name and record address of the Stockholder and (ii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the Stockholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein.

The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

ARTICLE III
DIRECTORS

SECTION 1. The number of directors which shall constitute the whole board shall be not less than six nor more than eleven. The board shall initially consist of nine directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the Stockholders at the annual meeting. The directors shall be elected at the annual meeting of the Stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be Stockholders.

SECTION 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by

statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or Stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

SECTION 3. The business of the Corporation shall be managed by or under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-laws directed or required to be exercised or done by the Stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

SECTION 4. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

SECTION 5. The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of Stockholders at the place of such annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not held at the time and place specified above, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

SECTION 6. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

SECTION 7. Special meetings of the board or any committees of the board may be called by the Chairman on not less than two day's notice to each director, either personally or by telephone, mail (including overnight courier services), telegram, telex, or facsimile; special meetings shall be called by the Chairman or Secretary or any Assistant Secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director, in which case special meetings shall be called by the Chairman or Secretary, or any Assistant Secretary in like manner and on like notice on the written request of the sole director. The notice of any regular or special meeting need not specify the purpose of such meeting, except as required by Article VIII of the By-laws.

SECTION 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 9. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

SECTION 10. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

SECTION 11. The Board of Directors may, by resolution passed by a majority or the whole board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an Agreement of Merger or Consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the Stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the By-laws of the Corporation; and, unless the resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

SECTION 12. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

COMPENSATION OF DIRECTORS

SECTION 13. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

SECTION 14. Unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

SECTION 1. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or Stockholder, it shall not be construed to mean personal notice, but notice to such director or Stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or with an overnight courier service. Notice to directors may also be given personally or by telephone, telegram, telex or facsimile.

SECTION 2. Whenever any notice is required to be given under the provision of the statutes or of the Certificate of Incorporation or of these By-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V
OFFICERS

SECTION 1. The officers of the Corporation shall be chosen by the Board of Directors and shall be a Chairman or two Co-Chairmen, a President, one or more Vice Presidents, a Secretary and a Treasurer. Whenever there shall be two Co-Chairmen, any reference in these By-laws to the Chairman shall mean either of such Co-Chairmen. The Board of Directors may also choose one or more Vice-Chairmen, additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Any

number of offices may be held by the same person, unless the Certificate of Incorporation or these By-laws otherwise provide.

SECTION 2. The Board of Directors at its first meeting after each annual meeting of Stockholders shall choose a Chairman, a President, one or more Vice Presidents, a Secretary and a Treasurer.

SECTION 3. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION 4. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

SECTION 5. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officers elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

THE CHAIRMAN

SECTION 6. The Chairman shall preside at all meetings of the Stockholders and the Board of Directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried out.

SECTION 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

THE VICE CHAIRMAN OF THE BOARD

SECTION 8. The Vice Chairman of the Board, if any, shall have such powers and shall perform such duties as the Board of Directors or the Chairman of the Board from time to time designates.

THE PRESIDENT

SECTION 9. The President shall be the chief executive officer of the Corporation, shall in the absence of the Chairman or Vice Chairman, if any, preside at all meetings of the Stockholders and the Board of Directors, shall, along with the Chairman, have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

SECTION 10. Upon direction of the Board of Directors or the Chairman, he shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

THE VICE PRESIDENTS

SECTION 11. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

SECTION 12. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Corporation and shall keep the minutes of meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing

committees when required. He shall give, or cause to be given, notice of all meetings of the Stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, or Chairman, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an Assistant Secretary, shall have the authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by his signature or such Assistant Secretary's. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

SECTION 13. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or, if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his inability or refusal to act or at the request of the Chairman, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

SECTION 14. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

SECTION 15. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

SECTION 16. If required by the Board of Directors, he shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

SECTION 17. The Assistant Treasurer or, if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or, if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI
CERTIFICATE OF STOCK

SECTION 1. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairman or Vice Chairman of the Board of Directors, of the President or a Vice President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be specified.

SECTION 2. Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

SECTION 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or

destroyed, upon the making of an affidavit of that fact by the person claiming the Certificate of Stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

SECTION 4. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, upon surrender to the Corporation or the transfer agent for the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer and the payment of all taxes due thereon, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transactions upon its books.

FIXING THE RECORD DATE

SECTION 5. (A) In order that the Corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, except as specified in (b) below, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. (B) In order that the Corporation may determine the Stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix, in advance, a record date, which shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any Stockholder of record seeking to have the Stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date on which such a request is received, the record date for determining Stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its principal place of business, or any officer or agent of the Corporation having custody of the book in which proceedings of Stockholders meetings are recorded, to the attention of the Secretary of the Corporation. Delivery shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining Stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

REGISTERED STOCKHOLDERS

SECTION 6. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS

DIVIDENDS

SECTION 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 2. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property at the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

SECTION 3. The Board of Directors shall present at each annual meeting, and at any special meeting of the Stockholders when called for by vote of the Stockholders, a full and clear statement of the business and condition of the Corporation.

CHECKS

SECTION 4. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

FISCAL YEAR

SECTION 5. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SEAL

SECTION 6. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words 'Corporate Seal, Delaware'. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

SECTION 7. The Corporation shall indemnify, to the extent permitted by the General Corporation Law of Delaware as amended from time to time, (a) each of its present and former officers and Directors, and (b) each of its present or former officers, Directors, agents or employees who are serving or have served at the request of the Corporation as an officer, Director or partner (or in any similar position) of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether by or in the right of this Corporation by a third party or otherwise, to which such person is made a party or threatened to be made a party by reason of such office in this Corporation or in another corporation, partnership, joint venture, trust or other enterprise. Such indemnification shall inure to the benefit of the heirs, executors and administrators of any indemnified person.

To the extent permitted by the General Corporation Law of Delaware, under general or specific authority granted by the Board of Directors, (a) this Corporation by specific action of the Board of Directors may furnish such indemnification to its agents and employees with respect to their activities on behalf of this Corporation; (b) this Corporation by specific action of the Board of Directors may furnish such indemnification to each present or former officer, director, employee or agent of a constituent corporation absorbed in a consolidation or merger with this Corporation and to each officer, director, agent or employee who is or was serving at the request of such constituent corporation as an

officer, director, agent or employee of an other corporation, partnership, joint venture, trust or other enterprise; and (c) this Corporation may purchase and maintain indemnification insurance on behalf of any of the officers, directors, agents or employees whom it is required or permitted to indemnify as provided in this Article.

ARTICLE VIII
AMENDMENTS

SECTION 1. These By-laws may be altered, amended or repealed or new By-laws may be adopted by the Stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation at any regular meeting of the Stockholders or of the Board of Directors or at any special meeting of the Stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new By-laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal By-laws is conferred upon the Board of Directors by the Certificate of Incorporation, it shall not divest or limit the power of the Stockholders to adopt, amend or repeal By-laws.

EXECUTION COPY

THE COOPER COMPANIES, INC.
AND
BANKERS TRUST COMPANY
AS SUCCESSOR TRUSTEE
SECOND SUPPLEMENTAL INDENTURE
DATED AS OF JANUARY 6, 1994

AMENDING AND RESTATING THE
INDENTURE
DATED AS OF MARCH 1, 1985, AS AMENDED

Amending and restating the Indenture, dated as of March 1, 1985, between CooperVision, Inc., the predecessor to The Cooper Companies, Inc., and Security Pacific National Bank, as trustee, as previously supplemented by the First Supplemental Indenture, dated as of June 29, 1989, between The Cooper Companies, Inc. and Bankers Trust Company, as successor trustee, with respect to the 10-5/8% Convertible Subordinated Reset Debentures due 2005.

CROSS-REFERENCE TABLE*

	TRUST INDENTURE ACT SECTION	INDENTURE SECTION
310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	7.10
	(b)	7.10
	(c)	N.A.
311	(a)	7.11
	(b)	7.11
	(c)	N.A.
312	(a)	2.05
	(b)	12.03
	(c)	12.03
313	(a)	7.06
	(b)(1)	N.A.
	(b)(2)	7.06
	(c)	4.02,7.06,12.02
	(d)	7.06
314	(a)	4.02,12.02
	(b)	N.A.
	(c)(1)	12.04
	(c)(2)	12.04
	(c)(3)	4.02
	(d)	N.A.
	(e)	4.02,12.05
	(f)	N.A.
315	(a)	7.01
	(b)	7.05,12.02
	(c)	7.01
	(d)	7.01
	(e)	6.11
316	(a)(last sentence)	N.A.
	(a)(1)(A)	6.05
	(a)(1)(B)	6.04
	(a)(2)	N.A.
	(b)	6.07
	(c)	9.04
317	(a)(1)	6.08
	(a)(2)	6.09
	(b)	2.04
318	(a)	12.01
	(b)	N.A.
	(c)	12.01

N.A. means not applicable.

*This Cross-Reference Table is not part of the Indenture.

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SECOND SUPPLEMENTAL INDENTURE (the 'Second Supplemental Indenture'), dated as of January 6, 1994, between The Cooper Companies, Inc., a Delaware corporation (the 'Company'), and Bankers Trust Company, as successor trustee (the 'Trustee'), with respect to the 10-5/8% Convertible Subordinated Reset Debentures due 2005 of the Company (the 'Securities').

RECITALS

A. Pursuant to the Indenture, dated as of March 1, 1985 (the 'Original Indenture'), between CooperVision, Inc., predecessor to the Company, and Security Pacific National Bank, as trustee, the Company issued $200,000,000 aggregate principal amount of the Securities.

B. By the First Supplemental Indenture, dated as of June 29, 1989, between the Company and the Trustee, the Original Indenture was supplemented and amended. The Original Indenture, as so amended and supplemented, is referred to herein as the 'Supplemented Indenture.'

C. Section 9.02 of the Supplemented Indenture provides, among other things, that the Company and the Trustee, with the written consent of the Holders (as defined in the Supplemented Indenture) of at least a majority in principal amount of the then outstanding Securities, may amend the Supplemented Indenture in certain respects.

D. Section 6.04 of the Supplemented Indenture provides that the Holders of a majority in principal amount of the then outstanding Securities by notice to the Trustee may waive an existing Default or Event of Default (as such terms are defined in the Supplemented Indenture) and its consequences, subject to certain exceptions set forth in such Section 6.04.

E. The Company has (i) offered (the 'Exchange Offer') to exchange up to $30,000,000 aggregate principal amount of Securities for $725 principal amount of its 10% Senior Subordinated Secured Notes due 2003 (the 'Notes') and $145 in cash per $1,000 principal amount of Securities and (ii) solicited (the 'Solicitation' and, together with the Exchange Offer, the 'Exchange Offer and Solicitation') the consents (the 'Consents') of the holders of the Securities to (x) certain amendments (the 'Amendments') to the Securities and the Supplemented Indenture and (y) the waiver of any and all Defaults and Events of Default (as such terms are defined in the Supplemented Indenture) and their consequences under the Securities and the Supplemented Indenture, whether such Defaults or Events of Default are known or unknown, arising out of any actions, omissions or events occurring on or prior to the Expiration Date (as defined in the Company's Amended and Restated Offer to Exchange and Consent Solicitation dated December 15, 1993, as amended or supplemented from time to time (the 'Amended and Restated Offer to Exchange and Consent Solicitation')) and if, on or prior to the Expiration Date, there is an acceleration of the Securities based upon any Event of Default, the rescission of such acceleration and its consequences (such waiver and rescission, the 'Waiver').

F. On the date hereof, the Company has received and certified pursuant to an Officers' Certificate and delivered to the Trustee Letters of Transmittal and Consent and Notices of Guaranteed Delivery, among other things, constituting the notice of waiver pursuant to Section 6.04 of the Supplemented Indenture and evidencing Consents of Holders of a majority in principal amount of the outstanding Securities not owned by the Company or its Affiliates, with the effect that any and all Defaults and Events of Default and their consequences under the Securities and the Supplemented Indenture, whether such Defaults and Events of Default are known or unknown, arising out of any actions, omissions or events occurring on or prior to the Expiration Date that could be construed as Defaults or Events of Default under the Securities or the Indenture, including, but not limited to, any and all Defaults and Events of Default and their consequences relating to certain actions, omissions or events described in the Amended and Restated Offer to Exchange and Consent Solicitation or any other matter whether or not described in the Amended and Restated Offer to Exchange and Consent Solicitation that could be construed to be a Default or an Event of Default under the Securities or the Indenture, have been waived; provided, that the Waiver will not become operative until Securities validly tendered pursuant to the Exchange Offer and Solicitation are accepted for payment and exchange in accordance with the terms thereof.

G. On the date hereof, the Company, having received and certified pursuant to an Officers' Certificate and delivered to the Trustee Letters of Transmittal and Consent and Notices of Guaranteed Delivery evidencing Consents of Holders of a majority in principal amount of the outstanding Securities

not owned by the Company or its Affiliates, and the Trustee executed this Second Supplemental Indenture to amend and restate the Supplemented Indenture, thereby giving effect to the Amendments; provided, that the Amendments will not become operative until Securities validly tendered pursuant to the Exchange Offer and Solicitation are accepted for payment and exchange in accordance with the terms thereof.

Now, therefore, it is agreed that the Supplemented Indenture is hereby amended and restated in its entirety to read as follows, provided that notwithstanding the execution and delivery of this Second Supplemental Indenture, the Amendments shall not become operative until the Company accepts Securities for payment and exchange in accordance with the terms of the Exchange Offer and Solicitation:

ARTICLE 1
DEFINITIONS AND INCORPORATION
BY REFERENCE

Section 1.01. Definitions.

'Acquired Debt' means, with respect to any specified person, Indebtedness of any other person existing at the time such other person merged with or into or became a subsidiary of such specified person, Indebtedness of any other person assumed in connection with the acquisition of assets from such other person and Indebtedness incurred in connection with, or in contemplation of, such other person merging with or into or becoming a subsidiary of such specified person or the acquisition of assets from such other person, as the case may be.

'Adjusted Net Worth' of any person means, as of any date for which the determination thereof is to be made, the Consolidated Net Worth of such person, plus, without duplication, any preferred stock, at its value in accordance with GAAP, of such person which is not Disqualified Stock and which is not exchangeable or convertible into a debt security of such person or any of its subsidiaries at the option of the holders of such equity security prior to the date on which the Securities mature, and less any amount included in such Consolidated Net Worth attributable to preferred stock, or any other equity security of such person, which is Disqualified Stock or which is exchangeable or convertible into a debt security of such person or any of its subsidiaries at the option of the holders of such equity security prior to the date on which the Securities mature.

'Affiliate' of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, 'control' (including, with correlative meanings, the terms 'controlling,' 'controlled by' and 'under common control with'), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise; provided, however, that beneficial ownership of 10% or more of the voting securities of a person shall be deemed to be control.

'Agent' means any Registrar, Paying Agent, Conversion Agent or co-registrar.

'Board of Directors' means the Board of Directors of the Company or any authorized committee of the Board.

'capital stock' means any and all shares, interests, participations, warrants, options or other equivalents (however designated) of corporate stock or other equity interest.

'Cash Equivalents' means (i) Government Securities, (ii) time deposits and certificates of deposit of any commercial bank organized in the United States having capital and surplus in excess of $100,000,000 with a maturity date not more than one year from the date of acquisition, (iii) repurchase obligations with a term of not more than thirty days for underlying securities of the types described in clause (i) above entered into with any bank meeting the qualifications specified in clause (ii) above, (iv) direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within ninety days after the date of acquisition thereof, (v) commercial paper issued by the parent corporation of any commercial bank organized in the United States having capital and surplus in excess of $100,000,000 and commercial paper issued by

others having a rating of A-2 or higher from Standard & Poor's Corporation or P-2 or higher from Moody's Investors Service, Inc. or, in the case of a foreign subsidiary of the Company, the equivalent rating from a foreign rating agency in the applicable foreign country (or, if at any time neither Standard & Poor's Corporation nor Moody's Investors Service, Inc. nor, in the case of a foreign subsidiary of the Company, a foreign rating agency, shall be rating such obligations, then from such other rating services recognized in the United States or, in the case of a foreign subsidiary of the Company, in the applicable foreign country, acceptable to the Trustee) at the time of acquisition, (vi) bonds, debentures, notes or other corporate debt securities having a rating of BB or higher from Standard and Poor's Corporation or Ba2 or higher from Moody's Investors Service, Inc. or, in the case of a foreign subsidiary of the Company, the equivalent rating from a foreign rating agency in the applicable foreign country (or, if at any time neither Standard & Poor's Corporation nor Moody's Investors Service, Inc. nor, in the case of a foreign subsidiary of the Company, a foreign rating agency, shall be rating such obligations, then from such other rating services recognized in the United States or, in the case of a foreign subsidiary of the Company, in the applicable foreign country, acceptable to the Trustee) at the time of acquisition, (vii) overnight bank deposits and bankers' acceptances at any commercial bank organized in the United States having capital and surplus in excess of $100,000,000, (viii) deposits available for withdrawal on demand with commercial banks organized in the United States having capital and surplus in excess of $50,000,000 and (ix) investments in mutual funds substantially all of whose assets comprise securities of the types described in clauses (i) through (viii).

'Cash Flow Coverage Ratio' means with respect to any person for any period, the ratio of the Consolidated Cash Flow of such person for such period to the Fixed Charges of such person for such period.

'Company' means the party named as such above until a successor replaces it and thereafter means the successor.

'Consolidated Cash Flow' means, with respect to any person for any period, income from continuing operations before extraordinary items for such person and its subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP, plus, to the extent deducted in computing such income from continuing operations before extraordinary items, (a) interest expense, whether or not paid during the period, (b) provisions for taxes based on income, (c) depreciation of property, plant and equipment, and (d) amortization of intangible assets.

'Consolidated Net Income' means, with respect to any person for any period, the aggregate of the net income of such person and its subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided, that there shall be excluded therefrom (a) items classified as extraordinary, nonrecurring or unusual gains and losses, and the related tax effects, each determined in accordance with GAAP, (b) the net income of any other person acquired in a pooling of interests transaction accrued prior to the date it becomes a subsidiary of such person or is merged or consolidated with such person or any subsidiary thereof, and (c) the net income of any other person other than a subsidiary of such person, except to the extent of the cash dividends or distributions actually paid (without any repayment obligation) to such person or a subsidiary of such person.

'Consolidated Net Worth' means, with respect to any Person, the consolidated stockholders' equity of such person and its subsidiaries, determined in accordance with GAAP.

'Default' means any event which is, or after notice or passage of time would be, an Event of Default.

'Disqualified Stock' means any capital stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date on which the Securities mature.

'Equity Interests' means capital stock and all warrants, options or other rights to acquire capital stock (but excluding any debt security that is convertible into, or exchangeable for, capital stock).

'Exchange Act' means the Securities Exchange Act of 1934, as amended.

'Existing Indebtedness' means the Securities, Notes and any other Indebtedness of the Company and its subsidiaries in existence on the date of this Second Supplemental Indenture, until such amounts are repaid.

'Fixed Charges' means, with respect to any person for any period, the consolidated interest expense of such person and its subsidiaries for such period, whether paid or accrued, to the extent such expense was reflected in computing income from continuing operations before extraordinary items for such person and its subsidiaries, on a consolidated basis, in accordance with GAAP, but excluding amortization of deferred financing fees.

'GAAP' means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entities which have authoritative support and are in effect from time to time.

'Government Securities' means direct obligations of, or obligations guaranteed by, the United States of America, for the payment of which obligations or guarantee the full faith and credit of the United States is pledged.

'Holder' or 'Securityholder' means a person in whose name a Security is registered.

'Indebtedness' means, with respect to any person, any indebtedness of such person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or representing the balance deferred and unpaid of the purchase price of any Property (including pursuant to capital leases), except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon a balance sheet of such person prepared in accordance with GAAP, and also includes, to the extent not otherwise included, the guarantee of items which would be included within this definition.

'Indenture' means the Supplemented Indenture as amended and restated by this Second Supplemental Indenture and as further amended from time to time.

'Investment' means, with respect to any person, any investment by such person in any other person in the form of a loan, advance (excluding any commission, travel or similar advance to an officer or employee made in the ordinary course of business) or capital contribution or purchase or other acquisition for consideration of any Indebtedness, Equity Interest or other security.

'Lien' means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

'Officers' Certificate' means a certificate signed by two Officers, one of whom must be the President, the Treasurer or a Vice-President of the Company; provided, however, that one of the Officers signing an Officers' Certificate given pursuant to Section 4.03 shall be the principal executive officer, principal financial officer or principal accounting officer of the Company. See Sections 12.04 and 12.05.

'Opinion of Counsel' means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee. See Sections 12.04 and 12.05.

'Permitted Investments' means (a) Investments in cash or Cash Equivalents; (b) Investments of the Company or any subsidiary of the Company existing on the date of this Second Supplemental Indenture; (c) Investments in the Company by a subsidiary of the Company, in any subsidiary of the Company by the Company or any other subsidiary of the Company or in any person which, as a result of such Investment, becomes a subsidiary of the Company; (d) prepaid expenses in the

ordinary course of business; (e) loans and advances to employees of the Company or any subsidiary in the ordinary course of business, provided that, if applicable, any such loan or advance meets the requirements set forth in Section 4.08; (f) Investments in accounts and notes receivable arising, created or received in the ordinary course of business; (g) interest rate or currency protection agreements, including, but not limited to, any interest rate or currency swap agreements, interest rate cap agreements and interest rate

collar agreements; (h) endorsements of negotiable instruments and other similar instruments; (i) Investments received as consideration upon the sale or transfer of any Property; (j) so long as such Investments are not made at a time when a Default or an Event of Default has occurred and is continuing, Investments approved by a majority of the members of the Board of Directors of who are not employees of the Company, provided that the primary purpose of each such Investment, as determined by such members of the Board of Directors, is to benefit, complement, or further (i) any business operated by the Company or any subsidiary of the Company prior to and on the date of such Investment or (ii) any healthcare-related business that the Company or any subsidiary of the Company proposes to operate on the date of such Investment; (k) so long as such Investments are not made at a time when a Default or an Event of Default has occurred and is continuing, other Investments made after the date of this Second Supplemental Indenture, provided that, immediately after giving effect to each such Investment made pursuant to this clause (k), the aggregate consideration paid for all Investments made pursuant to this clause (k) and held at such time by the Company and its subsidiaries, does not exceed an amount equal to 20% of the total consolidated assets of the Company and its subsidiaries, determined in accordance with GAAP, at the end of the Company's most recently ended full fiscal quarter for which internal financial statements are available immediately preceding the date on which such Investment is made; and (l) Investments received as proceeds of any Investment made pursuant to clauses (a) through (k) above or this clause (l), including, but not limited to, Investments received in connection with a restructuring, bankruptcy or workout of the issuer of any such Investment. Each of the foregoing clauses (a)-(k) sets forth an independent, separate and distinct Permitted Investment, and Investments that may be made pursuant to each of such clauses are in addition to any Investments that may be made pursuant to any other clause. Limitations set forth in any one of such clauses (a)-(k) or in the definitions used therein shall not be applicable to any other such clauses or any other such definition.

'person' means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

'principal' of a debt security means the principal of the security plus the premium, if any, on the security.

'Property' means assets or property of any kind or nature whatsoever, real, personal or mixed, whether tangible or intangible, and including any business or securities.

'Purchase Money Indebtedness' means (a) Indebtedness secured by Liens (i) on Property purchased, acquired, or constructed after the date of this Second Supplemental Indenture, (ii) securing the payment of all or any part of the purchase price or construction cost of such Property or taken by a person who by making advances or incurring an obligation gives value and enables another person to purchase, acquire or construct such Property and (iii) limited to the Property so purchased, acquired or constructed and improvements thereon (including Liens on the securities of any subsidiary formed or acquired in connection with the purchase, acquisition or construction of such Property and Liens on Property purchased, acquired or constructed indirectly through the purchase or acquisition of securities of a person in a transaction in which such person becomes a subsidiary of the Company) and (b) any exchange, extension, refinancing, renewal, replacement or refunding of such Indebtedness if any Liens securing such Indebtedness are as set forth in clauses (i) and (iii) of clause (a) of this definition.

'SEC' means the Securities and Exchange Commission.

'Securities' means the Securities described above issued under this Indenture.

'subsidiary' means any person of which at least a majority of capital stock having ordinary voting power for the election of directors or other governing body of such person is owned by the Company directly or through one or more subsidiaries.

'TIA' means the Trust Indenture Act of 1939 (15 U.S.C. 77aaa-77bbbb) as in effect on the date of execution of this Indenture; provided, however, that in the event that the Trust Indenture Act of 1939 is amended after such date, 'TIA' means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

'Trustee' means the party named as such above until a successor replaces it and thereafter means the successor.

'Trust Officer' means any officer within the Corporate Trust and Agency Group of the Trustee, including any vice president, any assistant vice president, any assistant secretary, any assistant treasurer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

'wholly owned subsidiary' means any subsidiary of the Company all of the outstanding voting stock (other than directors' qualifying shares) of which is owned by the Company or by any other subsidiary of the Company in an unbroken chain of subsidiaries in which all of the outstanding voting stock (other than directors' qualifying shares) of each subsidiary in such unbroken chain is owned by the Company or another subsidiary in the chain.

Section 1.02. Other Definitions.

Term	Defined in Section
'Affiliate Transaction'	4.08
'Amended and Restated Offer to Exchange and Consent Solicitation'	Recital E
'Amendments'	Recital E
'Bankruptcy Law'	6.01
'Change of Control'	4.13
'Change of Control Date'	4.13
'Change of Control Offer'	4.13
'Change of Control Offer Period'	4.13
'Change of Control Payment Date'	4.13
'Common Stock'	10.01
'Consents'	Recital E
'Conversion Agent'	2.03
'Custodian'	6.01
'Debt'	10.02
'Event of Default'	6.01
'Exchange Offer'	Recital E
'Exchange Offer and Solicitation'	Recital E
'Expiration Date'	Recital E
'incur'	4.11
'Legal Holiday'	12.07
'Notes'	Recital E
'Officer'	12.10
'Old Certificates'	2.01
'Original Indenture'	Recital A
'Paying Agent'	2.03
'Quoted Price'	12.10
'Registrar'	2.03
'Representative'	11.02
'Restricted Payments'	4.10
'Senior Debt'	11.02
'Solicitation'	Recital E
'Supplemented Indenture'	Recital B
'Waiver'	Recital E

Section 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

'indenture securities' means the Securities;

'indenture security holder' means a Securityholder;

'indenture to be qualified' means this Indenture;

'indenture trustee' or 'institutional trustee' means the Trustee;

'obligor' on the Securities means the Company.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings assigned to them.

Section 1.04.Rules of Construction.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles in effect on the date of execution of the Original Indenture;

(3) 'or' is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular;

(5) provisions apply to successive events and transactions; and

(6) references to 'generally accepted accounting principles' shall mean generally accepted accounting principles in effect as of the time when and for the period as to which such accounting principles are to be applied.

ARTICLE 2
THE SECURITIES

Section 2.01. Form and Dating.

The Securities shall be substantially in the form of Exhibit A, which is part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Security shall be dated the date of its authentication. Certificates that represented Securities prior to the execution of this Second Supplemental Indenture ('Old Certificates') shall continue to represent the Securities as amended by the Amendments and shall be entitled to all of the rights, benefits and privileges of the Securities until such time as they are exchanged for certificates in the form of Exhibit A. Holders may submit their Old Certificates to the Registrar in exchange for certificates in the form of Exhibit A. In addition, whenever Old Certificates are submitted by a Holder for transfer or conversion, certificates, if any, in the form of Exhibit A will be returned to such Holder.

The terms and provisions contained in the Securities shall constitute, and are hereby expressly made, a part of this Indenture and to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.02. Execution and Authentication.

Two Officers shall sign the Securities for the Company by manual or facsimile signature. The Company's seal shall be reproduced on the Securities.

If an Officer whose signature is on a Security no longer holds that office at the time the Security is authenticated, the Security shall nevertheless be valid.

A Security shall not be valid until authenticated by the manual signature of the Trustee. The signature of the Trustee shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee shall authenticate Securities for original issue up to the aggregate principal amount stated in paragraph 4 of the Securities upon a written order of the Company signed by two Officers. The

aggregate principal amount of Securities outstanding at any time may not exceed that amount except as provided in Section 2.07.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate. The Trustee initially appoints The First National Bank of Boston as Authenticating Agent. Upon the request of the Company, the Trustee shall replace the authenticating agent with any person that the Company has appointed as Registrar or Paying Agent.

Section 2.03. Registrar, Paying Agent and Conversion Agent.

The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange ('Registrar'), an office or agency where Securities may be presented for payment ('Paying Agent') and an office or agency where Securities may be presented for conversion ('Conversion Agent'). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may appoint one or more co-registrars, one or more additional paying agents and one or more additional conversion agents. The Company may change any Paying Agent, Registrar, Conversion Agent or co-registrar without notice to any Securityholder. The term 'Paying Agent' includes any additional paying agent; the term 'Conversion Agent' includes any additional conversion agent. The Company shall notify the Trustee of the name and address of any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such. The Company or any of its subsidiaries may act as Conversion Agent, Paying Agent or Registrar. The Company initially appoints The First National Bank of Boston to act as Registrar and Paying Agent.

Section 2.04. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Securityholders or the Trustee all money held by the Paying Agent for the payment of principal or interest on the Securities, and will notify the Trustee of any failure by the Company in making any such payment. While any such failure continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent shall have no further liability for the money. If the Company acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Securityholders all money held by it as Paying Agent.

Section 2.05. Securityholder Lists.

The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee on or before each interest payment date and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

Section 2.06. Transfer and Exchange.

Where Securities are presented to the Registrar or a co-registrar with a request to register, transfer or to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. To permit registrations of transfer and exchanges, the Company shall deliver and the Trustee shall authenticate Securities at the Registrar's request.

No service charge shall be made for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.10, 3.06, 9.05 or 10.02).

Section 2.07. Replacement Securities.

If the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be sufficient in the judgment of both to protect the Company, the Trustee, any Agent or any authenticating agent from any loss which any of them may suffer if a Security is replaced. The Company may charge for its expenses in replacing a Security.

Every replacement Security is an additional obligation of the Company.

Section 2.08. Outstanding Securities.

The Securities outstanding at any time are all the Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, and those described in this Section as not outstanding.

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If Securities are considered paid under Section 4.01, they cease to be outstanding and interest on them ceases to accrue.

A Security does not cease to be outstanding because the Company or an Affiliate holds the Security.

Section 2.09. Treasury Securities.

In determining whether the Holder of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or an Affiliate shall be considered as though they are not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities with respect to which a Trust Officer of the Trustee receives an Officers' Certificate certifying that such Securities are owned by the Company or an Affiliate shall be so disregarded.

Section 2.10. Temporary Securities.

Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Securities in exchange for temporary Securities.

Section 2.11. Cancellation.

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar, Paying Agent and Conversion Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange, payment or conversion. The Trustee shall cancel all Securities surrendered for registration of transfer, exchange, payment, replacement, conversion or cancellation and shall dispose of cancelled Securities as the Company directs. The Company may not issue new Securities to replace Securities that it has paid or that have been delivered to the Trustee for cancellation or that any Securityholder has converted pursuant to Article 10.

Section 2.12. Defaulted Interest.

If the Company fails to make a payment of interest on the Securities, it shall pay such interest thereafter in any lawful manner. The Company may (but shall not be obligated to) set a subsequent special record date with respect to the payment of such interest and the interest payable on it, in which case the Company shall fix the record date and payment date. At least 15 days before the special record date, the Company shall mail to Securityholders a notice that states the special record date, payment date, and amount of such interest to be paid.

ARTICLE 3
REDEMPTION

Section 3.01. Notices to Trustee.

If the Company wants to redeem Securities pursuant to paragraph 5 of the Securities, it shall notify the Trustee of the redemption date and the principal amount of Securities to be redeemed. If the Company wants to credit against any such redemption Securities it has not previously delivered to the Trustee for cancellation, it shall deliver the Securities with the notice.

If the Company wants to reduce the principal amount of Securities to be redeemed pursuant to paragraph 6 of the Securities, it shall notify the Trustee of the amount of the reduction and the basis for it. If the Company wants to credit against any such redemption Securities it has not previously delivered to the Trustee for cancellation, it shall deliver the Securities with the notice.

The Company shall give each notice provided for in this Section at least 50 days before the redemption date (unless a shorter notice period shall be satisfactory to the Trustee).

The Company may at any time, or from time to time, purchase Securities from the Securityholders or in market transactions and such purchases shall not be considered redemptions for the purposes hereof if the action of the sellers is volitional and not compelled.

Section 3.02. Selection of Securities to Be Redeemed.

If less than all of the Securities are to be redeemed, the Trustee shall select subject to the remainder of this Section, the Securities to be redeemed pro rata or by lot. The Trustee shall make the selection not more than 75 days and not less than 45 days before the redemption date from Securities outstanding not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $1,000. Securities and portions of them it selects shall be in amounts of $1,000 or integral multiples of $1,000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Company promptly of the Securities or portions of Securities to be called for redemption.

Section 3.03. Notice of Redemption.

At least 30 days but not more than 60 days before a redemption date, the Company shall mail a notice of redemption by first-class mail to each Holder whose Securities are to be redeemed.

The notice shall identify the Securities to be redeemed and shall state:

(1) the redemption date;

(2) the redemption price;

(3) if any Security is being redeemed in part, the portion of the principal amount of such Security to be redeemed and that, after the redemption date, upon surrender of such Security, a new Security or Securities in principal amount equal to the unredeemed portion will be issued;

(4) the conversion price;

(5) the name and address of the Paying Agent and Conversion Agent;

(6) that Securities called for redemption may be converted at any time before the close of business on the fifth business day prior to the redemption date;

(7) that Holders who want to convert Securities must satisfy the requirements in paragraph 8 of the Securities;

(8) the Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(9) that interest on Securities called for redemption ceases to accrue on and after the redemption date; and

(10) the paragraph of the Securities pursuant to which the Securities are being redeemed.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense.

Section 3.04. Effect of Notice of Redemption.

Once notice of redemption is mailed, Securities called for redemption become due and payable on the redemption date at the price set forth in the Security.

Section 3.05. Deposit of Redemption Price.

On or before the redemption date, the Company shall deposit with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest on all Securities to be redeemed on that date. The Paying Agent shall return to the Company any money not required for that purpose.

Section 3.06. Securities Redeemed in Part.

Upon surrender of a Security that is redeemed in part, the Company shall issue and the Trustee shall authenticate for the Holder at the expense of the Company a new Security equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE 4
COVENANTS

Section 4.01. Payment of Securities.

The Company shall pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities. Principal and interest shall be considered paid on the date due if the Paying Agent holds on that date money designated for and sufficient to pay all principal and interest then due.

The Company shall pay interest on overdue principal at the rate borne by the Securities; it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

Section 4.02. SEC Reports, Financial Reports.

The Company shall:

(a) file with the Trustee and mail to each of the Holders within 15 days after the required filing date with the SEC copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act; or if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the SEC, and mail to each of the Holders within 15 days after it would have been required to file such with the SEC, in accordance with rules and regulations prescribed by the SEC, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act, in respect of a security listed and registered on a national securities exchange as may be prescribed by such rules and regulations;

(b) file with the Trustee and the SEC, in accordance with the rules and regulations prescribed by the SEC, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of subsection (e) of Section 314 of the TIA, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants, but no such certificate or opinion shall be required as to any matter specified in clauses (A), (B), or (C) of paragraph (3) of subsection (c) of Section 314 of the TIA;

(c) transmit to the Holders of the Securities, in the manner and to the extent provided in subsection (c) of Section 313 of the TIA, such summaries of any information, documents and reports required to be filed by the Company pursuant to the provisions of paragraph (a) or (b) of this Section 4.02 as may be required by rules and regulations prescribed by the SEC; and

(d) comply with the other provisions of Section 314(a) of the TIA.

Section 4.03. Compliance Certificate.

The Company shall deliver to the Trustee, within 90 days after the end of each fiscal year of the Company ending after the date hereof, an Officers' Certificate , stating whether or not to the best knowledge of the signers thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any

period of grace or

requirement of notice provided hereunder) and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

The Company will, so long as any of the Securities are outstanding, deliver to the Trustee, forthwith upon becoming aware of (i) any Default, Event of Default or default in the performance of any covenant, agreement or condition contained in this Indenture or (ii) any event of default under any other mortgage, indenture or instrument as that term is used in Section 6.01(4), an Officers' Certificate specifying such Default, Event of Default or default.

Section 4.04. Money for Security Payments to Be Held in Trust.

If the Company shall at any time act as its own Paying Agent, it will, on or before each due date of the principal of or interest on the Securities, segregate and hold in trust for the benefit of the persons entitled thereto a sum sufficient to pay the principal or interest so becoming due until such sum shall be paid to such persons or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agent, it will, on or prior to each date for the payment of the principal of or interest on the Securities, deposit with a Paying Agent a sum sufficient to pay the principal or interest so becoming due, such sum to be held in trust for the benefit of the persons entitled to such payments; and, unless such Paying Agent is the Trustee, the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of or interest on the Securities in trust for the benefit of the persons entitled thereto until such sums shall be paid to such persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities) in the making of any payment of principal or interest; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

For the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, the Company may at any time pay, or direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by the Company or any Paying Agent to the Trustee, the Company or such Paying Agent, as the case may be, shall be released from all further liability with respect to such money.

Section 4.05. Continued Existence.

Subject to Article 5, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporation and will refrain from taking any action that would cause its existence as a corporation to cease, including without limitation any action that would result in its liquidation, winding up or dissolution.

Section 4.06. Maintenance of Properties.

The Company shall, and shall cause each of its material subsidiaries to, maintain its properties and assets in good working order and condition and make all necessary repairs, renewals, replacements, additions, betterments and improvements thereto, except to the extent that failure to make any such repair, renewal, replacement, addition, betterment or improvement would not have a material adverse impact upon the business of the Company and its subsidiaries taken as a whole.

The Company shall, and shall cause each of its material subsidiaries to, maintain with financially sound and reputable insurers such insurance as may be required by law and such other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated, except to the extent that failure to maintain such insurance would not have a material adverse impact upon the business of the Company and its subsidiaries taken as a whole.

The Company shall, and shall cause each of its material subsidiaries to, keep true books of records and accounts in which full and correct entries will be made of all its business transactions, in accordance with sound business practices, and reflect in its financial statements adequate accruals and appropriations to reserves, all in accordance with GAAP.

The Company shall, and shall cause each of its material subsidiaries to, comply with all statutes, laws, ordinances, or government rules and regulations to which it is subject, non-compliance with which would materially adversely affect the business, prospects, earnings, properties, assets or condition, financial or otherwise, of the Company and its subsidiaries taken as a whole.

Section 4.07. Taxes.

The Company shall, and shall cause each of its material subsidiaries to, pay prior to delinquency all taxes, assessments and governmental levies, except as contested in good faith and by appropriate proceedings.

Section 4.08. Limitation on Transactions with Affiliates.

The Company shall not, and shall not permit any of its subsidiaries to, sell, lease, transfer or otherwise dispose of any of its Properties to, or purchase any Property from, or enter into any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an 'Affiliate Transaction'), unless (a) such Affiliate Transaction is on terms that are not materially less favorable to the Company or the relevant subsidiary than those that would have been obtained at the time in a comparable transaction by the Company or such subsidiary with an unrelated person ; (b) with respect to any Affiliate Transaction involving aggregate payments in excess of $1,000,000, the Company delivers to the Trustee a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above and such Affiliate Transaction is approved by a majority of the disinterested members of the Board of Directors; and (c) with respect to any Affiliate Transaction (other than an Affiliate Transaction described in the final proviso below in this Section 4.08) involving aggregate payments in excess of $2,500,000, the Company delivers to the Trustee an opinion as to the fairness of such Affiliate Transaction to the Company or such subsidiary from a financial point of view issued by an independent investment banking firm or an independent engineer, appraiser or other expert; provided, however, that (i) any employment, consulting, severance, bonus or benefit agreement or plan entered into by the Company or any of its subsidiaries in the ordinary course of business and consistent with the past practice of the Company or such subsidiary and any and all payments and transactions pursuant thereto, (ii) transactions between or among the Company and/or its subsidiaries and (iii) transactions permitted by Section 4.10 or by the covenant entitled 'Limitation on Restricted Payments' in the indenture governing the Notes, in each case, shall not be deemed Affiliate Transactions; provided, further, however, that any employment, consulting, severance or bonus agreement entered into after the date of this Second Supplemental Indenture by the Company or any of its subsidiaries with a person who, other than by virtue of entering into such agreement or such person's position pursuant to such agreement, is an Affiliate of the Company or any of its subsidiaries, shall be deemed an Affiliate Transaction.

Section 4.09. Stay, Extension and Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, which may affect the covenants under or the performance of this Indenture; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.10. Limitation on Restricted Payments.

The Company shall not, and shall not permit any of its subsidiaries to, directly or indirectly: (i) declare or pay any dividend or make any distribution on account of the Company's or any of its subsidiaries' Equity Interests (other than (A) dividends or distributions payable in Equity Interests (other than Disqualified Stock) issued by the Company or (B) dividends or distributions payable to the Company or any subsidiary of the Company); (ii) purchase, redeem or otherwise acquire or retire for

value any Equity Interests issued by the Company (other than any such Equity Interests owned by a wholly owned subsidiary of the Company); (iii) voluntarily purchase, redeem or otherwise acquire or retire for value any Indebtedness that is pari passu with or subordinated to the Securities, except in accordance with the mandatory redemption or repayment provisions set forth in the original documentation governing such Indebtedness; or (iv) make any Investment (other than Permitted Investments) (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as 'Restricted Payments'), unless, at the time of such Restricted Payment:

(A) no Default or Event of Default under this Indenture shall have occurred and be continuing or would occur as a consequence thereof; and

(B) the Cash Flow Coverage Ratio of the Company for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Restricted Payment is made, calculated on a pro forma basis as if such Restricted Payment had been made at the beginning of such four-quarter period, would have been at least 1.5 to 1; and

(C) such Restricted Payment, together with the aggregate of all other Restricted Payments made by the Company and its subsidiaries after the date of this Second Supplemental Indenture, is less than the sum of (A) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the first day of the first full fiscal quarter beginning after the date of this Second Supplemental Indenture to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, minus 100% of such deficit), plus (B) 100% of the aggregate net cash proceeds received by the Company, or the aggregate net cash proceeds received by a subsidiary of the Company to the extent such cash proceeds are actually distributed by such subsidiary to the Company without any repayment obligation, from the issue or sale of Equity Interests of the Company or any subsidiary of the Company (other than Equity Interests sold to the Company or a subsidiary of the Company and other than Disqualified Stock) since the date of this Second Supplemental Indenture.

Within thirty days of making any Restricted Payment permitted pursuant to (A), (B) and (C) above, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted.

Notwithstanding the foregoing or anything to the contrary in this Second Supplemental Indenture, the provisions of this Second Supplemental Indenture shall not prohibit (1) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Indenture; (2) the redemption, repurchase, retirement or other acquisition of any Equity Interests issued by the Company in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a subsidiary of the Company) of other Equity Interests of the Company (other than any Disqualified Stock) or the redemption of Rights to purchase Series A Junior Participating Preferred Stock of the Company pursuant to their terms; (3) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests issued by the Company pursuant to the Company's 1982 Stock Option Plan, 1985 Stock Option Plan, 1988 Long Term Incentive Plan, 1990 Non-Employee Directors Restricted Stock Plan, 401(k) Plan (formerly Stock Purchase Savings Plan) or Turn Around Incentive Plan, provided that the aggregate redemptions, repurchases, retirements or other acquisitions made pursuant to this clause (3) do not exceed (a) the product of (x) $100,000 and (y) the number of fiscal years of the Company since the date of this Second Supplemental Indenture (provided that any portion of a fiscal year of the Company shall be counted as a full fiscal year for purposes of this clause (3)), minus (b) the amount paid by the Company and its subsidiaries since the date of this Second Supplemental Indenture for Restricted Payments pursuant to this clause (3); (4) any dividend or distribution payable in Equity Interests issued by a subsidiary of the Company; provided, however, that, as of the date of each dividend or distribution paid pursuant to this clause (4), the aggregate amount of Equity Interests of each subsidiary of the Company being paid in such dividend or distribution, when added to the aggregate amount of all Equity Interests of such subsidiary previously paid in all dividends and distributions pursuant to this clause (4) since the date of this Second Supplemental Indenture, shall not exceed 20% of the outstanding Equity Interests of such

subsidiary; (5) any pro rata dividend or distribution made by a subsidiary of the Company to such subsidiary's shareholders; (6) the payment of cash dividends on the Company's Series B Preferred Stock; (7) purchases of the Company's Common Stock from record or beneficial holders thereof who, the Company reasonably believes, hold of record or beneficially less than 1,000 shares thereof or purchases of fractional shares of the Company's Common Stock, provided that the aggregate consideration paid in all purchases pursuant to this clause (7) shall not exceed (a) the product of (x) $50,000 and (y) the number of fiscal years of the Company since the date of this Second Supplemental Indenture (provided that any portion of a fiscal year of the Company shall be counted as a full fiscal year for purposes of this clause (7)), minus (b) the amount paid by the Company and its subsidiaries since the date of this Second Supplemental Indenture for Restricted Payments pursuant to this clause (7). Each of the foregoing clauses (1)-(7) sets forth an independent, separate and distinct exception to the covenant set forth in the first paragraph of this Section, and Restricted Payments that may be made pursuant to each of such clauses are in addition to any Restricted Payments that may be made pursuant to any other clause. Limitations set forth in any one of such clauses (1)-(7) or in the definitions used therein shall not be applicable to any other such clauses or any other such definition.

Section 4.11. Limitation On Indebtedness

The Company shall not, and shall not permit any of its subsidiaries (other than HGA or any of its subsidiaries) to, directly or indirectly, create, incur, issue, assume, guaranty or otherwise become directly or indirectly liable with respect to (collectively, 'incur') any Indebtedness (including Acquired Debt), unless the Cash Flow Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred would have been at least 1.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom and including, without limitation, the earnings of any business acquired by the Company with the proceeds therefrom), as if the additional Indebtedness had been incurred at the beginning of such four-quarter period.

The foregoing limitation shall not prohibit: (a) the existence of the Existing Indebtedness; (b) if all or any portion of the principal amount of any Existing Indebtedness is repaid, from time to time on or after the date of this Second Supplemental Indenture, the incurrence by the Company and its subsidiaries of Indebtedness in an amount not to exceed at any one time outstanding the aggregate principal amount so repaid; (c) the incurrence by the Company of any Indebtedness to any of its subsidiaries or the incurrence by any subsidiary of the Company of any Indebtedness to the Company or any subsidiary of the Company; (d) the incurrence of Indebtedness (including Acquired Debt) by any subsidiary of the Company if such subsidiary, together with its consolidated subsidiaries, would have had a Cash Flow Coverage Ratio for such subsidiary's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred by such subsidiary of at least 1.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom and including, without limitation, the earnings of any business acquired by the Company with the proceeds therefrom), as if such additional Indebtedness had been incurred at the beginning of such four-quarter period; (e) the incurrence by the Company and its subsidiaries of additional Indebtedness in an amount not to exceed $50,000,000 at any one time outstanding; (f) the incurrence by the Company or any of its subsidiaries of Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace or refund, Indebtedness referred to in clauses (a) through (e) above; or (g) the incurrence by the Company and its subsidiaries of Purchase Money Indebtedness. Each of the foregoing clauses (a) through (g) sets forth an independent, separate and distinct exception to the covenant set forth in the first paragraph of this Section, and Indebtedness that may be incurred pursuant to each of such clauses is in addition to any Indebtedness that may be incurred pursuant to any other clause. Limitations set forth in any one of such clauses (a) through (g) or in the definitions used therein shall not be applicable to any other such clauses or any other such definitions. The Indebtedness permitted to be incurred pursuant to the foregoing clauses (a) through (g) may be incurred from time to time pursuant to one agreement or several agreements with one lender or several lenders.

Section 4.12. Board of Directors.

At least 25% of the members of the Board of Directors of the Company at any time shall be members who are not otherwise employed, on a full-time basis, by the Company or any of its Affiliates.

Section 4.13. Change of Control Offer.

If at any time after June 29, 1989 the Board of Directors shall have become aware (whether by public filings or otherwise) of a Change of Control (as hereinafter defined) (the 'Change of Control Date'), then the Company shall, no later than 30 days after a Change of Control Date, make an offer to all Holders to purchase (a 'Change of Control Offer') 100% of the principal amount of Securities outstanding as of such date at a purchase price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the Change of Control Payment Date (as hereinafter defined). The Change of Control Offer shall remain open for a period of twenty business days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the 'Change of Control Offer Period'). No later than five business days after the termination of the Change of Control Offer Period (the 'Change of Control Payment Date') the Company shall purchase all Securities tendered in response to the Change of Control Offer; provided, that no Securities shall be purchased unless and until the Company purchases all the Notes required to be purchased pursuant to Section 4.13 of the indenture governing the Notes as amended from time to time.

If the Change of Control Payment Date is on or after an interest payment record date and on or before the related interest payment date, any accrued and unpaid interest to the Change of Control Payment Date will be paid in respect of Securities that are tendered pursuant to the Change of Control Offer to the person in whose name a Security is registered at the close of business on such record date, and no additional interest will be payable to Holders who tender Securities pursuant to the Change of Control Offer.

The Company shall provide the Trustee with written notice of the Change of Control Offer at least ten days before the notice of any Change of Control Offer is mailed to Holders.

Upon the commencement of any Change of Control Offer, the Company or, at the Company's written request, the Trustee, shall send, by first class mail, a notice to each of the Holders. The notice shall contain all instructions and materials necessary to enable such Holders to tender Securities pursuant to the Change of Control Offer. The notice, which shall govern the terms of the Change of Control Offer, shall state:

(1) that the Change of Control Offer is being made pursuant to this Section 4.13 of the Indenture, the expiration of the Change of Control Offer Period and the Change of Control Payment Date;

(2) that the Change of Control Offer is being made for all Securities outstanding on the date of such Offer at a price of 100% of the principal amount thereof plus accrued and unpaid interest to the Change of Control Payment Date;

(3) that any Security not tendered or accepted for payment will continue to accrue interest;

(4) that any Security accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;

(5) that Holders electing to have a Security purchased pursuant to any Change of Control Offer will be required to surrender the Security, with the form entitled 'Option of Holder to Elect Purchase' on the reverse of the Security (or, if no such form is provided, a letter of transmittal supplied by the Company) completed, to the Company, a depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice and before the expiration of the Change of Control Offer Period; and

(6) that Holders will be entitled to withdraw their election if the Company, depositary or Paying Agent, as the case may be, receives, not later than the expiration of the Change of Control Offer Period, or such longer period as may be required by law, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Security the Holder delivered for purchase and statement that such Holder is withdrawing his election to have the Security purchased.

On or before a Change of Control Payment Date, the Company shall, to the extent lawful, (i) accept for payment Securities or portions thereof tendered pursuant to the Change of Control Offer, (ii) if the Company appoints a depositary or Paying Agent, deposit with such depositary or Paying Agent money sufficient to pay the purchase price of all Securities or portions thereof so accepted, (iii) deliver or cause the depositary or Paying Agent to deliver to the Trustee Securities so accepted and (iv) deliver an Officers' Certificate stating such Securities were accepted for payment by the Company in accordance with the terms of this Section 4.13. The depositary, the Paying Agent or the Company, as the case may be, shall promptly (but in any case not later than five business days after the Change of Control Payment Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Securities tendered by such Holder and accepted by the Company for purchase.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with an offer to purchase Securities upon a Change of Control.

A 'Change of Control' shall be deemed to have occurred if (i) any 'person' (as such term is used in Sections 13(d) and 14(d)(2) of the Exchange Act) other than the Company or a subsidiary or any employee benefit plan sponsored by the Company or any subsidiary shall become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing in excess of 50% of the combined voting power of the Company's then outstanding securities, or (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company cease for any reason to constitute a majority thereof unless each new director was elected by, or on the recommendation of, a majority of the directors then still in office who were directors at the beginning of the period. Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred if the transaction or event constituting a Change of Control shall have been approved by a majority of the members of the Board in office immediately prior to such transaction or event.

ARTICLE 5
SUCCESSORS

Section 5.01. When Company May Merge, etc.

The Company shall not consolidate or merge with or into any person unless:

(1) the person formed by or surviving any such consolidation or merger is a corporation organized and existing under the laws of the United States, any state thereof or the District of Columbia;

(2) the corporation formed by or surviving any such consolidation or merger assumes by supplemental indenture all the obligations of the Company under the Securities and this Indenture, except that it need not assume the obligations of the Company as to conversion of Securities if pursuant to Section 10.18 the Company or another person enters into a supplemental indenture obligating it to deliver securities, cash or other assets upon conversion of Securities.

(3) immediately after the transaction no Default or Event of Default exists; and

(4) the corporation formed by or surviving any such consolidation or merger shall have Adjusted Net Worth (immediately after the transaction) equal to or greater than the Adjusted Net Worth of the Company (immediately preceding the transaction), and the aggregate combined Consolidated Net Income of such person and the Company for the four full fiscal quarters immediately preceding such transaction shall be equal to or greater than the Consolidated Net Income of the Company (for its four full fiscal quarters immediately preceding such transaction), respectively.

The Company shall deliver to the Trustee prior to the proposed transaction an Officers' Certificate to the foregoing effect and an Opinion of Counsel stating that the proposed transaction and such supplemental indenture comply with this Indenture.

The surviving corporation shall be the successor Company.

Notwithstanding the foregoing, the Company shall be permitted to sell, lease, transfer or otherwise dispose of any or all of its assets.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01. Events of Default.

Each of the following constitutes an Event of Default under this Indenture:

(1) default for 30 days in the payment when due of interest on any Security (whether or not prohibited by the subordination provisions of this Indenture);

(2) default in payment of principal of any Security (whether or not prohibited by the subordination provisions of this Indenture) when due and payable at maturity, upon repurchase under Section 4.13, upon redemption or otherwise;

(3) failure by the Company to comply with the other agreements in this Indenture or any Security which failure continues for the period and after the notice specified below;

(4) default under any mortgage, indenture or other instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company (or the payment of which is guaranteed by the Company) whether such Indebtedness or guarantee existed on the date of the Original Indenture, or is or was created after the date of the Original Indenture, which default results in the acceleration of such Indebtedness prior to its express maturity and the principal amount of any such Indebtedness aggregates $5,000,000 or more;

(5) a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Company or any subsidiary of the Company which judgment remains undischarged for a period (during which execution shall not be effectively stayed) of 30 days, provided that the aggregate of all such judgments exceeds $5,000,000;

(6) the Company pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property;

(D) makes a general assignment for the benefit of creditors; or

(E) generally is not able to pay its debts as the same become due; and

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that

(A) is for relief against the Company in an involuntary case;

(B) appoints a Custodian of the Company or for all or substantially all of its property; or

(C) orders the liquidation of the Company, and the order or decree remains unstayed and in effect for 60 days.

The term 'Bankruptcy Law' means title 11, U.S. Code or any similar Federal or State law for the relief of debtors. The term 'Custodian' means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

A Default under clause (3) is not an Event of Default until the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Securities notify the Company in writing of the Default and the Company does not cure the Default within 60 days after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a 'Notice of Default.' In the case of any Event of Default pursuant to the provisions of this Section 6.01 occurring by reason of any

willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding payment of the premium which the Company would have to pay if the Company then had elected to redeem the Securities pursuant to paragraph 5 of the Securities, an equivalent premium shall also become immediately due and payable to the extent permitted by law, anything in this Indenture or in the Securities contained to the contrary notwithstanding.

Section 6.02. Acceleration.

If an Event of Default occurs and is continuing, the Trustee by written notice to the Company, or the Holders of at least 25% in aggregate principal amount of the then outstanding Securities by written notice to the Company and the Trustee, may declare the principal of and accrued interest on all the Securities to be due and payable. Upon such declaration the principal and interest shall be due and payable immediately. If an Event of Default specified in clause (6) or (7) of Section 6.01 occurs, such an amount shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. The Holders of a majority in aggregate principal amount of the then outstanding Securities by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration.

Section 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

The Holders of a majority in principal amount of the then outstanding Securities by notice to the Trustee may waive an existing Default or Event of Default and its consequences except a continuing Default or Event of Default in the payment of the principal of or interest on any Security or a Default or Event of Default under Article 10.

Section 6.05. Control by Majority.

The Holders of a majority in aggregate principal amount of the then outstanding Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or would involve the Trustee in personal liability.

Section 6.06. Limitation on Suits.

A Securityholder may pursue a remedy with respect to this Indenture or the Securities only if:

(1) the Holder gives to the Trustee notice of a continuing Event of Default;

(2) the Holders of at least 25% in aggregate principal amount of the then outstanding Securities make a request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period the Holders of a majority in aggregate principal amount of the then outstanding Securities do not give the Trustee a direction inconsistent with the request.

A Securityholder may not use this Indenture to prejudice the rights of another Securityholder or to obtain a preference or priority over another Securityholder.

Section 6.07. Rights of Holders to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to receive payment of principal and interest on the Security, on or after the respective due dates expressed in the Security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to bring a suit for the enforcement of the right to convert the Security shall not be impaired or affected without the consent of the Holder.

Section 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal and interest remaining unpaid on the Securities and interest on overdue principal and interest and such further amount as shall be sufficient to cover the costs and, to the extent lawful, expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09. Trustee May File Proofs of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Company, its creditors or its property. Nothing contained herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First:	to the Trustee for amounts due under Section 7.07;
Second:	to holders of Senior Debt to the extent required by Article 11;
Third:	to Securityholders for amounts due and unpaid on the Securities for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and
Fourth:	to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders.

Section 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of this suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Securities.

ARTICLE 7
TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default:

(1) The Trustee need perform only those duties that are specifically

set forth in this Indenture and no others.

(2) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the

Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that:

(1) This paragraph does not limit the effect of paragraph (b) of this Section.

(2) The Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(3) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02. Rights of Trustee.

(a) The Trustee may rely on any document believed by it to be genuine and to have signed or presented by the proper person. The Trustee need not investigate any fact or manner stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Certificate or Opinion.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence or any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or an Affiliate with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee is subject to Sections 7.10 and 7.11.

Section 7.04. Trustee's Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Indenture, or the Securities, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement in the Indenture or any statement in the Securities other than its authentication.

Section 7.05. Notice of Defaults.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Securityholders a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment on any Security, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Securityholders.

Section 7.06. Reports by Trustee to Holders.

Within 60 days after the reporting date stated in Section 12.10, the Trustee shall mail to Securityholders a brief report dated as of such reporting date that complies with TIA 313(a) if so required. The Trustee also shall comply with TIA 313(b)(2) if so required. The Trustee shall also transmit by mail all reports as required by TIA 313(c) if so required.

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange on which the Securities are listed. The Company shall notify the Trustee when the Securities are listed on any stock exchange.

Section 7.07. Compensation and Indemnity.

The Company shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and out-of-pocket expenses of the Trustee's agents and counsel.

The Company shall indemnify the Trustee against any loss or liability incurred by it except as set forth in the next paragraph. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Securities.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(6) or (7) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

This Section 7.07 shall survive any satisfaction, discharge or termination of this Indenture, including, to the extent enforceable, any termination under any Bankruptcy Law.

Section 7.08. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign by so notifying the Company. The Holders of a majority in aggregate principal amount of the then outstanding Securities may remove the Trustee by so notifying the Trustee and the Company. The Company may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a Custodian or public officer takes charge of the Trustee or its property;

(4) the Trustee becomes incapable of acting; or

(5) in the judgment of the Company, comparable services are available from another entity qualifying under Section 7.10 at a materially lower cost to the Company.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor takes office, the Holders of a majority in aggregate principal amount of the then outstanding Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in aggregate principal amount of the then outstanding Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Securityholder who satisfies the requirements of TIA SECTION 310(b) may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

Section 7.09. Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

This Indenture shall always have a Trustee who satisfies the requirements of TIA SECTION 310(a)(1), (2) and (5). The Trustee shall always have a combined capital and surplus as stated in Section 12.10. The Trustee is subject to TIA SECTION 310(b), including the optional provision permitted by the second sentence of TIA SECTION 310(b)(9). Section 12.10 lists any excluded indenture or trust agreement.

Section 7.11. Preferred Collection of Claims Against Company.

The Trustee is subject to TIA SECTION 311(a), excluding any creditor relationship listed in TIA SECTION 311(b). A Trustee who has resigned or been removed shall be subject to TIA SECTION 311(a) to the extent indicated therein.

ARTICLE 8
DISCHARGE OF INDENTURE

Section 8.01. Termination of Company's Obligations.

This Indenture shall cease to be of further effect (except that the obligations under Section 7.07 and 8.03 shall survive) when all outstanding Securities theretofore authenticated and issued have been delivered to the Trustee for cancellation and the Company has paid all sums payable hereunder.

In addition, the Company may terminate all of its obligations under this Indenture if:

(1) the Securities mature within one year or all of them are to be called for redemption within one year under arrangements satisfactory to the Trustee for giving the notice of redemption; and

(2) the Company irrevocably deposits in trust with the Trustee money or Government Securities sufficient to pay principal and interest on the Securities to maturity or redemption, as the case may be. The Company may make the deposit only during the one-year period and only if Article 11 permits it.

However, the Company's obligations in Sections 2.03, 2.04, 2.05, 2.06, 2.07, 4.01, 4.04, 7.07, 7.08 , 8.03 and 8.04, and in Article 10, shall survive until the Securities are no longer outstanding. Thereafter, only the obligations in Sections 7.07, 8.03 and 8.04 shall survive.

After a deposit made pursuant to this Section 8.01, the Trustee upon request shall acknowledge in writing the discharge of the Company's obligations under this Indenture except for those surviving obligations specified above.

In order to have money available on a payment date to pay principal or interest on the Securities, the Government Securities shall be payable as to principal or interest on or before such payment date in such amounts as will provide the necessary money. Government Securities shall not be callable at the issuer's option.

Section 8.02. Application of Trust Money.

The Trustee shall hold in trust money or Government Securities deposited with it pursuant to Section 8.01. It shall apply the deposited money and the money from Government Securities through the Paying Agent and in accordance with this Indenture to the payment of principal and interest on the Securities. Money and securities so held in trust are not subject to Article 11.

Section 8.03. Repayment to Company.

The Trustee and the Paying Agent shall promptly pay to the Company upon request any excess money or securities held by them at any time.

The Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for two years after the date upon which such payment shall have become due; provided, however, that the Company shall have first caused notice of such payment to the Company to be mailed to each Holder entitled thereto no less than 30 days prior to such payment. After payment to the Company, Securityholders entitled to the money must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person.

Section 8.04. Reinstatement.

If (i) the Trustee or Paying Agent is unable to apply any money in accordance with Section 8.02 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application and (ii) the Holders of at least a majority in principal amount of the then outstanding Securities so request by written notice to the Trustee, the Company's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.01 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02; provided, however, that if the Company makes any payment of interest on or principal of any Security following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9
AMENDMENTS

Section 9.01. Without Consent of Holders.

The Company and the Trustee may amend this Indenture or the Securities without the consent of any Securityholder:

(1) to cure any ambiguity, defect or inconsistency;

(2) to comply with Section 10.18;

(3) to provide for uncertificated Securities in addition to certificated Securities; or

(4) to make any change that does not adversely affect the legal rights hereunder of any Securityholder.

Section 9.02. With Consent of Holders.

Subject to Section 6.07, the Company and the Trustee may amend this Indenture or the Securities with the written consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Securities. Subject to Sections 6.04 and 6.07, the Holders of a majority in aggregate principal amount of the Securities then outstanding may also waive compliance in a particular instance by the Company with any provision of this Indenture or the Securities. However, without the consent of each Holder affected, an amendment under this Section may not:

(1) reduce the amount of Securities whose Holders must consent to an amendment;

(2) reduce the rate of or change the time for payment of interest, including default interest, on any Security;

(3) reduce the principal of or change the fixed maturity of any Security or alter the provisions with respect to the redemption of the Securities in a manner that adversely affects the rights of any Holders of Securities;

(4) make any Security payable in money other than that stated in the Security;

(5) make any change in Section 6.04, 6.07 or 9.02 (third sentence);

(6) make any change that adversely affects the right to convert any Security; or

(7) make any change in Article 11 that adversely affects the rights of any Securityholder.

An amendment under this Section may not make any change that adversely affects the rights under Article 11 of any holder of an issue of Senior Debt unless the holders of the issue pursuant to its terms consent to the change or the change is otherwise permissible.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing the amendment.

Section 9.03. Compliance with Trust Indenture Act.

Every amendment to this Indenture or the Securities shall be set forth in a supplemental indenture that complies with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents.

Until an amendment or waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to his Security or portion of a Security if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officers' Certificate certifying that the Holders of the requisite principal amount of Securities have consented to the amendment or waiver. An amendment or waiver becomes effective in accordance with its terms and thereafter binds every Securityholder.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment or waiver. If a record date is fixed, then notwithstanding the provisions of the immediately preceding paragraph, those persons who were Holders at such record date (or their duly designated proxies), and only those persons, shall be entitled to consent to such amendment or waiver or to revoke any consent previously given, whether or not such persons continue to be Holders after such record date. No consent shall be valid or effective for more than 90 days after such record date unless consents from Holders of the principal amount of Securities required hereunder for such amendment or waiver to be effective shall have also been given and not revoked within such 90-day period.

After an amendment or waiver becomes effective it shall bind every Securityholder, unless it is of the type described in any of clauses (1) through (7) of Section 9.02. In such case, the amendment or waiver shall bind each Holder of a Security who has consented to it and every subsequent Holder of a Security that evidences the same debt as the consenting Holder's Security.

Section 9.05. Notation on or Exchange of Securities.

The Trustee may place an appropriate notation about an amendment or waiver on any Security thereafter authenticated. The Company in exchange for all Securities may issue and the Trustee shall authenticate new Securities that reflect the amendment or waiver.

Section 9.06. Trustee Protected.

The Trustee shall sign all supplemental indentures, except that the Trustee need not sign any supplemental indenture that adversely affects its rights. If it does, the Trustee may but need not sign it. In signing or refusing to sign such amendment, supplement or waiver the Trustee shall be entitled to receive and shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms, with customary exceptions.

ARTICLE 10
CONVERSION

Section 10.01. Conversion Privilege.

A Holder of a Security may convert it into Common Stock at any time during the period stated in paragraph 9 of the Securities. The number of shares issuable upon conversion of a Security is determined as follows: Divide the principal amount to be converted by the conversion price in effect on the conversion date. Round the result to the nearest 1/100th of a share.

The initial conversion price is stated in paragraph 9 of the Securities. The conversion price is subject to adjustment.

A Holder may convert a portion of a Security if the portion is $1,000 or an integral multiple of $1,000. Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of a portion of it.

'Common Stock' means Common Stock of the Company as it existed on the date of the Original Indenture or as it may be constituted from time to time.

Section 10.02. Conversion Procedure.

To convert a Security, a Holder must satisfy the requirements in paragraph 9 of the Securities. The date on which the Holder satisfies all those requirements is the conversion date. As soon as practical, the Company shall deliver through the Conversion Agent a certificate for the number of full shares of Common Stock issuable upon the conversion and a check for any fractional share. The person in whose name the certificate is registered shall be treated as a stockholder of record on and after the conversion date.

No payment or adjustment will be made for accrued interest on a converted Security or dividends on any Common Stock issued.

If a Holder converts more than one Security at the same time, the number of full shares issuable upon the conversion shall be based on the total principal amount of the Securities converted.

Upon surrender of a Security that is converted in part, the Company shall issue and the Trustee shall authenticate for the Holder a new Security equal in principal amount to the unconverted portion of the Security surrendered.

If the last day on which a Security may be converted is a Legal Holiday in a place where a Conversion Agent is located, the Security may be surrendered to that Conversion Agent on the next succeeding day that is not a Legal Holiday.

Section 10.03. Fractional Shares.

The Company will not issue a fractional share of Common Stock upon conversion of a Security. Instead the Company will deliver its check for the current market value of the fractional share. The current market value of a fraction of a share is determined as follows: Multiply the current market price of a full share by the fraction. Round the result to the nearest cent.

The current market price of a share of Common Stock is the Quoted Price of the Common Stock on the last trading day prior to the conversion date. In the absence of such a quotation, the Company shall determine the current market price on the basis of such quotations as it considers appropriate.

Section 10.04. Taxes on Conversion.

If a Holder of a Security converts it, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock upon the conversion. However, the Holder shall pay any such tax which is due because the shares are issued in a name other than the Holder's name.

Section 10.05. Company to Provide Stock.

The Company shall reserve out of its authorized but unissued Common Stock or its Common Stock held in treasury enough shares of Common Stock to permit the conversion of the Securities.

All shares of Common Stock which may be issued upon conversion of the Securities shall be fully paid and non-assessable.

The Company will endeavor to comply with all securities laws regulating the offer and delivery of shares of Common Stock upon conversion of Securities and will endeavor to list such shares on each national securities exchange on which the Common Stock is listed.

Section 10.06. Adjustment for Change in Capital Stock.

If the Company:

(1) pays a dividend or makes a distribution on its Common Stock in shares of its Common Stock;

(2) subdivides its outstanding shares of Common Stock into a greater number of shares;

(3) combines its outstanding shares of Common Stock into a smaller number of shares;

(4) makes a distribution on its Common Stock in shares of its capital stock other than Common Stock; or

(5) issues by reclassification of its Common Stock any shares of its capital stock;

then the conversion privilege and the conversion price in effect immediately prior to such action shall be adjusted so that the Holder of a Security thereafter converted may receive the number of shares of capital stock of the Company which he would have owned immediately following such action if he had converted the Security immediately prior to such action.

The adjustment shall become effective immediately after the record date in the case of a dividend or distribution and immediately after the effective date in the case of a subdivision, combination or reclassification.

If after an adjustment a Holder of a Security upon conversion of it may receive shares of two or more classes of capital stock of the Company, the Company shall determine the allocation of the adjusted conversion price between the classes of capital stock. After such allocation, the conversion privilege and the conversion price of each class of capital stock shall thereafter be subject to adjustment on terms comparable to those applicable to Common Stock in this Article.

Section 10.07 Adjustment for Rights Issue.

If the Company distributes any rights or warrants to all holders of its Common Stock entitling them for a period expiring within 60 days after the record date mentioned below to purchase shares of Common Stock at a price per share less than the current market price per share on that record date, the conversion price shall be adjusted in accordance with the formula:

$$C1 = C \times \frac{O + \frac{N \times P}{M}}{O + N}$$

where

C1 = the adjusted conversion price.

C = the current conversion price.

O = the number of shares of Common Stock outstanding on the record date.

N = the number of additional shares of Common Stock offered.

P = the offering price per share of the additional shares.

M = the current market price per share of Common Stock on the record date.

The adjustment shall be made successively whenever any such rights or warrants are issued and shall become effective immediately after the record date for the determination of stockholders entitled to receive the rights or warrants. If at the end of the period during which such warrants or rights are exercisable, not all warrants or rights shall have been exercised, the conversion price shall be immediately readjusted to what it would have been if 'N' in the above formula had been the number of shares actually issued.

Section 10.08. Adjustment for Other Distributions.

If the Company distributes to all holders of its Common Stock any of its assets or debt securities or any rights or warrants to purchase debt securities, assets or other securities of the Company, the conversion price shall be adjusted in accordance with the formula:

$$C1 = C \times \frac{M - F}{M}$$

where

C1 = the adjusted conversion price.

C = the current conversion price.

M = the current market price per share of Common Stock on the record date mentioned below.

F = the fair market value on the record date of the assets, securities, rights or warrants applicable to one share of Common Stock. The Board of Directors shall determine the fair market value.

The adjustment shall be made successively whenever any such distribution is made and shall become effective immediately after the record date for the determination of stockholders entitled to receive the distribution.

This Section does not apply to cash dividends or cash distributions paid out of consolidated current or retained earnings as shown on the books of the Company. Also, this Section does not apply to rights or warrants referred to in Section 10.07.

Section 10.09. Adjustment for Common Stock Issue.

If the Company issues shares of Common Stock for a consideration per share less than the current market price per share on the date the Company fixes the offering price of such additional shares, the conversion price shall be adjusted in accordance with the formula:

$$C1 = C \times \frac{O + \frac{P}{M}}{N}$$

where

C1 = the adjusted conversion price.

C = the then current conversion price.

O = the number of shares outstanding immediately prior to the issuance of such additional shares.

P = the aggregate consideration received for the issuance of such additional shares.

M = the current market price per share on the date of issuance of such additional shares.

A = the number of shares outstanding immediately after the issuance of such additional shares.

The adjustment shall be made successively whenever any such issuance is made, and shall become effective immediately after such issuance.

This Section does not apply to (i) any of the transactions described in Sections 10.07 and 10.08, (ii) the conversion of Securities, or the conversion or exchange of other securities convertible or exchangeable for Common Stock, (iii) Common Stock issued to the Company's employees under bona fide employee benefit plans adopted by the Board of Directors and approved by the holders of Common Stock when required by law, if such Common Stock would otherwise be covered by this Section (but only to the extent that the aggregate number of shares excluded hereby and issued after the date of the Original Indenture shall not exceed 10% of the Common Stock outstanding at the time of the adoption of each such plan, exclusive of antidilution adjustments thereunder), (iv) Common Stock upon the exercise of rights or warrants issued to the holders of Common Stock, (v) Common Stock issued to shareholders of any person which merges into

the Company or with a subsidiary of the Company in proportion to their stock holdings of such person immediately prior to such merger, upon such merger, (vi) Common Stock issued in a bona fide public offering pursuant to a firm commitment or best efforts underwriting or (vii) Common Stock issued in a bona fide private placement through a placement agent which is a member firm of the National Association of Securities Dealers, Inc. (except

to the extent that any discount from the current market price attributable to restrictions on transferability of the Common Stock, as determined in good faith by the Board of Directors and described in a Board resolution which shall be filed with the Trustee, shall exceed 20%).

Section 10.10. Adjustment for Convertible Securities Issue.

If the Company issues any securities convertible into or exchangeable for Common Stock (other than securities issued in transactions described in Section 10.07 and 10.08 or the Securities) for a consideration per share of Common Stock initially deliverable upon conversion or exchange of such securities less than the current market price per share on the date of issuance of such securities, the conversion price shall be adjusted in accordance with the formula:

$$C1 = C \times \frac{O + \frac{P}{M}}{O + D}$$

where

C' = the adjusted conversion price.

C = the then current conversion price.

O = the number of shares outstanding immediately prior to the issuance of such securities.

P = the aggregate consideration received for the issuance of such securities.

M = the current market price per share on the date of issuance of such securities.

D = the maximum number of shares deliverable upon conversion or in exchange for such securities at the initial conversion or exchange rate.

The adjustment shall be made successively whenever any such issuance is made, and shall become effective immediately after such issuance. If all of the Common Stock deliverable upon conversion or exchange of such securities have not been issued when such securities are no longer outstanding, then the conversion price shall promptly be readjusted to the conversion price which would then be in effect had the adjustment upon the issuance of such securities been made on the basis of the actual number of shares of Common Stock issued upon conversion or exchange of such securities.

This Section does not apply to (i) convertible securities issued to shareholders of any person which merges into the Company, or with a subsidiary of the Company, in proportion to their stock holdings of such person immediately prior to such merger, upon such merger, (ii) convertible securities issued in a bona fide public offering pursuant to a firm commitment or best efforts underwriting or (iii) convertible securities issued in a bona fide private placement through a placement agent which is a member firm of the National Association of Securities Dealers, Inc. (except to the extent that any discount from the current market price attributable to restrictions on transferability of Common Stock issuable upon conversion, as determined in good faith by the Board of Directors and described in a Board resolution which shall be filed with the Trustee, shall exceed 20% of the then current market price).

Section 10.11. Current Market Price.

In Sections 10.07, 10.08, 10.09 and 10.10 the current market price per share of Common Stock on any date is the average of the Quoted Prices of the Common Stock for 30 consecutive trading days commencing 45 trading days before the date in question. In the absence of one or more such quotations, the Company shall determine the current market price on the basis of such quotations as it considers appropriate.

Section 10.12. Consideration Received.

For purposes of any computation respecting consideration received pursuant

to Sections 10.09 and 10.10, the following shall apply:

(1) in the case of the issuance of shares of Common Stock for cash, the consideration shall be the amount of such cash, provided that in no case shall any deduction be made for any

commissions, discounts or other expenses incurred by the Company for any underwriting of the issue or otherwise in connection therewith;

(2) in the case of the issuance of shares of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors (irrespective of the accounting treatment thereof), whose determinations shall be conclusive, and described in a Board resolution which shall be filed with the Trustee; and

(3) in the case of the issuance of securities convertible into or exchangeable for shares, the aggregate consideration received therefor shall be deemed to be the consideration received by the Company for the issuance of such securities plus the additional minimum consideration, if any, to be received by the Company upon the conversion or exchange thereof (the consideration in each case to be determined in the same manner as provided in clauses (1) and (2) of this Section).

Section 10.13. When Adjustment May Be Deferred.

No adjustment in the conversion price need be made unless the adjustment would require an increase or decrease of at least 1% in the conversion price. Any adjustments that are not made shall be carried forward and taken into account in any subsequent adjustment.

All calculations under this Article shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be.

Section 10.14. When No Adjustment Required.

No adjustment need be made for a transaction referred to in Section 10.06, 10.07, 10.08, 10.09 or 10.10 if Securityholders are to participate in the transaction on a basis and with notice that the Board of Directors determines to be fair and appropriate in light of the basis and notice on which holders of Common Stock participate in the transaction.

No adjustment need be made for rights to purchase Common Stock pursuant to a Company plan for reinvestment of dividends or interest.

No adjustment need be made for a change in the par value or no par value of the Common Stock.

To the extent the Securities become convertible into cash, no adjustment need be made thereafter as to the cash. Interest will not accrue on the cash.

Section 10.15. Notice of Adjustment.

Whenever the conversion price is adjusted, the Company shall promptly mail to Securityholders a notice of the adjustment. The Company shall file with the Trustee a certificate from the Company's independent public accountants briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence that the adjustment is correct.

Section 10.16. Voluntary Reduction.

The Company from time to time may reduce the conversion price by any amount for any period of time if the period is at least 20 days and if the reduction is irrevocable during the period, provided that in no event may the conversion price be less than the par value of a share of Common Stock.

Whenever the conversion price is reduced, the Company shall mail to Securityholders a notice of the reduction. The Company shall mail the notice at least 15 days before the date the reduced conversion price takes effect. The notice shall state the reduced conversion price and the period it will be in effect.

A reduction of the conversion price does not change or adjust the conversion price otherwise in effect for purposes of Sections 10.06, 10.07, 10.08, 10.09 and 10.10.

Section 10.17. Notice of Certain Transactions.

If:

(1) the Company takes any action that would require an adjustment in the conversion price pursuant to Section 10.06, 10.07, 10.08, 10.09 or 10.10 and if the Company does not let Securityholders participate pursuant to Section 10.14;

(2) the Company takes any action that would require a supplemental indenture pursuant to Section 10.18; or

(3) there is a liquidation or dissolution of the Company,

the Company shall mail to Securityholders a notice stating the proposed record date for a dividend or distribution or the proposed effective date of a subdivision, combination, reclassification, consolidation, merger, transfer, lease, liquidation or dissolution. The Company shall mail the notice at least 15 days before such date. Failure to mail the notice or any defect in it shall not affect the validity of the transaction.

Section 10.18. Reorganization of Company.

If the Company is a party to a transaction subject to Section 5.01, upon consummation of such transaction the Securities shall automatically become convertible into the kind and amount of securities, cash or other assets which the Holder of a Security would have owned immediately after such transaction if the Holder had converted the Security immediately before the effective date of the transaction. Concurrently with the consummation of such transaction, the corporation formed by or surviving any such consolidation or merger, or to which such sale, conveyance or lease shall have been made, shall enter into a supplemental indenture, so providing and further providing for adjustments which shall be as nearly equivalent as may be practical to the adjustments provided for in this Article. The successor Company shall mail to Securityholders a notice briefly describing the supplemental indenture.

If the issuer of securities deliverable upon conversion of Securities under the supplemental indenture is an affiliate of the formed, surviving, transferee or lessee corporation, that issuer shall join in the supplemental indenture.

If this Section applies, Sections 10.06, 10.07, 10.08 and 10.09 do not apply.

Section 10.19. Company Determination Final.

Any determination that the Company or the Board of Directors must make pursuant to Section 10.03, 10.06, 10.08, 10.09, 10.10, 10.11, 10.12 or 10.14 is conclusive.

Section 10.20. Trustee's Disclaimer.

The Trustee has no duty to determine when an adjustment under this Article should be made, how it should be made or what it should be. The Trustee has no duty to determine whether any provisions of a supplemental indenture under Section 10.18 are correct. The Trustee makes no representation as to the validity or value of any securities or assets issued upon conversion of Securities. The Trustee shall not be responsible for the Company's failure to comply with this Article. Each Conversion Agent other than the Company shall have the same protection under this Section as the Trustee.

ARTICLE 11
SUBORDINATION

Section 11.01. Agreement to Subordinate.

The Company agrees, and each Securityholder by accepting a Security agrees,

that the indebtedness evidenced by the Securities is subordinated in right of payment, to the extent and in the manner provided in this Article, to the prior payments in full of all Senior Debt, and that the subordination is for the benefit of the holders of Senior Debt.

Section 11.02. Certain Definitions.

'Debt' means any indebtedness, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of the Company or only to a portion thereof), or evidenced by bonds, notes, debentures or similar instruments or letters of credit, or representing the balance deferred and unpaid of the purchase price of any Property or interest therein, except any such balance that constitutes a trade payable, if and to the extent such indebtedness would

appear as a liability upon a balance sheet of the Company prepared on a consolidated basis in accordance with generally accepted accounting principles.

'Representative' means the indenture trustee or other trustee, agent or representative for an issue of Senior Debt.

'Senior Debt' means all Debt (present or future) created, incurred, assumed or guaranteed by the Company (and all renewals, extensions or refundings thereof), unless the instrument under which such Debt is created, incurred, assumed or guaranteed expressly provides that such Debt is not senior or superior in right of payment to the Securities. Notwithstanding anything to the contrary in the foregoing, Senior Debt shall not include any Debt of the Company to any of its subsidiaries.

A distribution may consist of cash, securities or other property.

Section 11.03. Liquidation; Dissolution; Bankruptcy.

Upon any distribution to creditors of the Company in a liquidation or dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(1) holders of Senior Debt shall be entitled to receive payment in full in cash of the principal of and interest (including interest accruing after the commencement of any such proceeding) to the date of payment, on the Senior Debt before Securityholders shall be entitled to receive any payment of principal of or interest on Securities; and

(2) until the Senior Debt is paid in full in cash, any distribution to which Securityholders would be entitled but for this Article shall be made to holders of Senior Debt as their interests may appear, except that Securityholders may receive securities that are subordinated to Senior Debt to at least the same extent as the Securities.

A distribution may consist of cash, securities or other property.

Section 11.04. Default on Senior Debt.

Upon the maturity of any Senior Debt by lapse of time, acceleration or otherwise, all such Senior Debt shall first be paid in full, or such payment duly provided for in cash or in a manner satisfactory to the holders of such Senior Debt, before any payment is made by the Company or any person acting on behalf of the Company on account of the principal or interest on the Securities.

The Company may not pay principal of or interest on the Securities and may not acquire any Securities for cash or property other than capital stock of the Company if:

(1) a default on Senior Debt occurs and is continuing that permits holders of such Senior Debt to accelerate its maturity, and

(2) the default is the subject of judicial proceedings or the Company receives a notice of the default from a person who may give it pursuant to Section 11.12. If the Company receives any such notice, a similar notice received within nine months thereafter relating to the same default on the same issue of Senior Debt shall not be effective for purposes of this Section.

The Company may resume payments on the Securities and may acquire them when:

(a) the default is cured or waived, or

(b) 120 days pass after the notice is given if the default is not the subject of judicial proceedings,

if this Article otherwise permits the payment or acquisition at that time.

Section 11.05. Acceleration of Securities.

If payment of the Securities is accelerated because of an Event of Default, the Company shall promptly notify holders of Senior Debt of the acceleration. The Company may pay the Securities when 120 days pass after the acceleration occurs if this Article permits the payment at that time.

Section 11.06. When Distribution Must Be Paid Over.

In the event that notwithstanding the provisions of Section 11.04, the Company shall make any payment to the Trustee on account of the principal or interest on the Securities, after the happening of a

default in payment of the principal or interest on Senior Debt, or after receipt by the Company and the Trustee of written notice as provided in Sections 11.04 and 11.12 of an event of default or an event which, with the passage of time or the giving of notice or both, would constitute an event of default with respect to any Senior Debt, then, unless and until such default or event of default shall have been cured or waived or shall have ceased to exist, such payment shall be held by the Trustee, in trust for the benefit of, and shall be paid forthwith over and delivered to, the holders of Senior Debt (pro rata as to each of such holders on the basis of the respective amounts of Senior Debt held by them) or their representative or the trustee under the indenture or other agreement (if any) pursuant to which Senior Debt may have been issued, as their respective interests may appear, for application to the payment of all Senior Debt remaining unpaid to the extent necessary to pay all Senior Debt in full in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of Senior Debt.

If a distribution is made to Securityholders that because of this Article should not have been made to them, the Securityholders who receive the distribution shall hold it in trust for holders of Senior Debt and pay it over to them as their interests may appear.

Section 11.07. Notice by Company.

The Company shall promptly notify the Trustee and the Paying Agent of any facts known to the Company that would cause a payment of principal of or interest on the Securities to violate this Article, but failure to give such notice shall not affect the subordination of the Securities to the Senior Debt provided in this Article. Nothing in this Article 11 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

Section 11.08. Subrogation.

After all Senior Debt is paid in full and until the Securities are paid in full, Securityholders shall be subrogated to the rights of holders of Senior Debt to receive distributions applicable to Senior Debt to the extent that distributions otherwise payable to the Securityholders have been applied to the payment of Senior Debt. A distribution made under this Article to holders of Senior Debt which otherwise would have been made to Securityholders is not, as between the Company and the Securityholders, a payment by the Company on the Senior Debt.

Section 11.09. Relative Rights.

This Article defines the relative rights of Securityholders and holders of Senior Debt. Nothing in this Indenture shall:

(1) impair, as between the Company and Securityholders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Securities in accordance with their terms;

(2) affect the relative rights of Securityholders and creditors of the Company other than holders of Senior Debt; or

(3) prevent the Trustee or any Securityholder from exercising its available remedies upon a Default or Event of Default, subject to the rights of holders of Senior Debt to receive distributions otherwise payable to Securityholders which rights are set forth in this Article 11.

If the Company fails because of this Article to pay principal of or interest on a Security on the due date, the failure is still a Default or Event of Default.

Section 11.10. Subordination May Not Be Impaired by Company.

No right of any holder of Senior Debt to enforce the subordination of the indebtedness evidenced by the Securities shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

Section 11.11. Distribution or Notice to Representative.

Whenever a distribution is to be made or a notice given to holders of Senior Debt, the distribution may be made and the notice given to their Representative.

Section 11.12. Rights of Trustee and Paying Agent.

The Trustee or Paying Agent may continue to make payments on the Securities until it receives notice of facts that would cause a payment of principal of or interest on the Securities to violate this Article. Only the Company, a Representative or a holder of an issue of Senior Debt that has no Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights.

ARTICLE 12
MISCELLANEOUS

Section 12.01. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies, or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

Section 12.02. Notices.

Any notice or communication by the Company or the Trustee to the other is duly given if in writing and delivered in person or mailed by first-class mail to the other's address stated in Section 12.10. The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to a Securityholder shall be mailed by first-class mail to his address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Securityholders, it shall mail a copy to the Trustee and each Agent at the same time.

All other notices or communications shall be in writing.

Section 12.03. Communication by Holders with Other Holders.

Securityholders may communicate pursuant to TIA SECTION 312(b) with other Securityholders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA SECTION 312(c).

Section 12.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.05. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that the person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an

informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 12.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar, Paying Agent or Conversion Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07. Legal Holidays.

A 'Legal Holiday' is a Saturday, a Sunday or a day on which banking institutions are not required to be open. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 12.08. No Recourse Against Others.

All liability described in the Securities of any director, officer, employee or stockholder, as such, of the Company is waived and released.

Section 12.09. Duplicate Originals.

The parties may sign any number of copies of this Indenture. One signed copy is enough to prove this Indenture.

Section 12.10. Variable Provisions.

'Officer' means the President, any Vice President, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Company.

The Company initially appoints First National Bank of Boston as Conversion Agent, Paying Agent, Registrar and authenticating agent.

The first certificate pursuant to Section 4.03 shall be for the fiscal year ending on October 31, 1985.

The reporting date for Section 7.06 is June 15 of each year. The first reporting date is June 15, 1986.

The Trustee shall always have a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition.

In Sections 10.03 and 10.11, the 'Quoted Price' of the Common Stock is the last reported sales price of the Common Stock on the New York Stock Exchange.

The Company's address is:

The Cooper Companies, Inc.
One Bridge Plaza, 6th Floor
Fort Lee, New Jersey 07024
Telephone: (201) 585-5100
Telecopy: (201) 585-5100
Attention: Robert S. Holcombe, Esq.

With a copy to:

Latham & Watkins
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Telecopy: (212) 751-4864
Attention: Samuel A. Fishman, Esq.

The Trustee's address is:

Bankers Trust Company
Corporate Trust and Agency Group
Four Albany Street
New York, New York 10006
Telephone: (212) 250-2500
Telecopy: (212) 250-6961

Section 12.11. Governing Law.

The internal laws of the State of New York shall govern this Indenture and the Securities.

Section 12.12. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or a subsidiary. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.13. Successors.

All agreements of the Company in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

Section 12.14. Severability.

In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be signed and acknowledged by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto duly affixed and attested, all as of the day and year first above written.

[Seal]
Attest:

/s/ MARISA F. JACOBS
.....
Name: MARISA F. JACOBS
Title: Secretary and Associate General Counsel

THE COOPER COMPANIES

/s/ ROBERT S. WEISS
By: .....
Name: ROBERT S. WEISS
Title: Sr. Vice President, Treasurer and Chief Financial Officer

[Seal]
Attest:

/s/ WANDA CAMACHO
.....
Name: WANDA CAMACHO
Title: Assistant Secretary

BANKERS TRUST COMPANY
as Successor Trustee

/s/ LINDA A. RAKOLTA
By: .....
Name: LINDA A. RAKOLTA
Title: Vice President

EXHIBIT A

No. $

THE COOPER COMPANIES, INC.

promises to pay to

or registered assigns,
the principal sum of Dollars on March 1, 2005

10 5/8% CONVERTIBLE SUBORDINATED RESET DEBENTURE DUE 2005
Interest Payment Dates: March 1 and September 1
Record Dates: February 15 and August 15

Authenticated: Dated:

Bankers Trust Company
as Successor Trustee

THE COOPER COMPANIES, INC.

By By
Authorized Signature
President Secretary
(SEAL)
OR
First National Bank of Boston
as Authenticating Agent

By
Authorized Signature

(Back of Security)

THE COOPER COMPANIES, INC.

10 5/8% Convertible Subordinated Reset Debenture due 2005

1. Interest. The Cooper Companies, Inc. ('Company'), a Delaware corporation, promises to pay interest on the principal amount of this Security at the rate of 10 5/8% per annum. The Company will pay interest semiannually on March 1 and September 1 of each year. Interest on the Securities will accrue at a rate of 8 5/8% until June 29, 1989 and thereafter at a rate of 10 5/8%.

The Company will reset the interest rate on the Securities on June 15, 1991 (the 'Reset Date') to a rate per annum, as determined by two nationally recognized investment banking firms selected by the Company (or, if such firms cannot agree upon such rate, the average of the rates determined by each of them), that the Debentures should bear in order to have a market value equal to 75% of their principal amount on the Reset Date. In no event shall the rate be reset to an annual interest rate which is less than 10 5/8% nor greater than 13 1/8%.

The Company will notify the Trustee and the Dow Jones News/Retrieval Service as soon as practicable, but in no event later than five business days after the Reset Date of the reset interest rate. No later than five business days after the Trustee has received such notice from the Company, the Trustee will mail to each holder of Debentures then outstanding a notice setting forth the reset interest rate.

2. Method of Payment. The Company will pay interest on the Securities (except defaulted interest) to the persons who are registered holders of Securities at the close of business on the record date for the next interest payment date even though Securities are cancelled after the record date and on or before the interest payment date. Holders must surrender Securities to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay principal and interest by check payable in such money. It may mail an interest check to a holder's registered address.

3. Paying Agent, Registrar, Conversion Agent. First National Bank of Boston will act as Conversion Agent, Paying Agent and Registrar. The Company may change any Paying Agent, Registrar, Conversion Agent or co-registrar without notice to any Security holder. The Company may act in any such capacity.

4. Indenture. The Company issued the Securities under an Indenture dated as of March 1, 1985 (the 'Original Indenture') as amended and supplemented by a Supplemental Indenture dated June 29, 1989 and as amended and restated by a Second Supplemental Indenture dated as of January 6, 1994 (collectively, the 'Indenture') between the Company and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code SECTIONS 77aaa-77bbbb) as in effect on the date of the Original Indenture. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and the Act for a statement of such terms. The terms of the Indenture shall govern any inconsistencies between the Indenture and the Securities. The Securities are unsecured general obligations of the Company limited to $200,000,000 in aggregate principal amount.

5. Optional Redemption. The Company may redeem all the Securities at any time or some of them from time to time at the redemption prices (expressed in percentages of principal amount) set forth below plus accrued interest to the redemption date, if redeemed during the 12-month period beginning March 1 of the years indicated below. The Debentures may not be so redeemed before March 1, 1987, unless the last sale price for shares of Common Stock, as reported by the New York Stock Exchange for 20 trading days within a period of 30 consecutive trading days ending on the fifth day preceding the initial redemption notice, is then at 140% of the conversion price then in effect.

Year	Percentage
1985	108.6250%
1986	107.7625
1987	106.9000
1988	106.0375
1989	105.1750
1990	104.3125
1991	103.4500
1992	102.5875
1993	101.7250
1994	100.8625
1995 and thereafter	100.0000

6. Mandatory Redemption. The Company will redeem $15,000,000 principal amount of Securities on March 1, 1995, and on each March 1 thereafter through March 1, 2004 at a redemption price of 100% of principal amount, plus accrued interest to the redemption date. The Company may reduce the principal amount of Securities to be redeemed pursuant to this paragraph 6 by subtracting 100% of the principal amount (excluding premium) of any Securities that Securityholders have converted (other than Securities converted after being called for mandatory redemption), that the Company has delivered to the Trustee for cancellation or that the Company has redeemed other than pursuant to this paragraph 6. The Company may so subtract the same Security only once.

7. Notice of Redemption. Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of Securities to be redeemed at his registered address. Securities in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000. On and after the redemption date interest ceases to accrue on Securities or portions of them called for redemption.

8. Change of Control Offer. If at any time after the Board of Directors shall have become aware (whether by public filings or otherwise) of a Change of Control (as defined in the Indenture), then the Company shall, within 30 days, make a Change of Control Offer to all Holders to purchase 100% of the principal amount of Securities outstanding as of such date at a purchase price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase. The Change of Control Offer shall remain open for a period of twenty business days following its commencement and no longer, except to the extent that a longer period is required by applicable law. No later than five business days after the termination of the Change of Control Offer the Company shall purchase all Securities tendered in response to the Change of Control Offer; provided, that no Securities shall be purchased unless and until the Company purchases all the Notes required to be purchased pursuant to Section 4.13 of the indenture governing the Notes as amended from time to time.

9. Conversion. A holder of a Security may convert it into Common Stock at any time before the close of business on March 1, 2005. If the Security is called for redemption, the holder may convert it at any time before the close of business on the fifth business day prior to the redemption date. The conversion price is $5.00 per share, subject to adjustment in certain events. To determine the number of shares issuable upon conversion of a Security, divide the principal amount to be converted by the conversion price in effect on the conversion date. On conversion no payment or adjustment for interest will be made. The Company will deliver a check for any fractional share.

To convert a Security a holder must (1) complete and sign the conversion notice on the back of the Security, (2) surrender the Security to a Conversion Agent, (3) furnish appropriate endorsements and transfer documents if required by the Registrar or Conversion Agent, and (4) pay any transfer or similar tax if required. A holder may convert a portion of a Security if the portion is $1,000 or an integral multiple of $1,000.

The Company from time to time may voluntarily reduce the conversion price for a period of time, provided that the conversion price is not less than the par value of a share of Common Stock.

If the Company is a party to a consolidation or merger or a transfer or lease of all or substantially all of its assets, the right to convert a Security into Common Stock may be changed into a right to convert it into securities, cash or other assets of the Company or another.

10. Subordination. The Securities are subordinated to Senior Debt, which is any Debt of the Company outstanding on the date of the Original Indenture or Debt thereafter created, incurred, assumed or guaranteed by the Company and all renewals, extensions or refundings thereof, unless by its terms it is expressly not senior or superior in right of payment to the Securities. Debt is any indebtedness, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of the Company or only to a portion thereof), or evidenced by bonds, notes, debentures or similar instruments or letters of credit, or representing the balance deferred and unpaid of the purchase price of any property or interest therein, except any such balance that constitutes a trade payable, if and to the extent such indebtedness would appear as a liability upon a balance sheet of the Company prepared on a consolidated basis in accordance with generally accepted accounting principles. To the extent provided in the Indenture, Senior Debt must be paid before the Securities may be paid. The Company agrees, and each Securityholder by accepting a Security agrees, to the subordination and authorizes the Trustee to give it effect.

11. Denominations, Transfer, Exchange. The Securities are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not exchange or register the transfer of any Security or portion of a Security selected for redemption. Also, it need not exchange or register the transfer of any Securities for a period of 15 days before a selection of Securities to be redeemed.

12. Persons Deemed Owners. The registered holder of a Security may be treated as its owner for all purposes.

13. Amendments and Waivers. Subject to certain exceptions, the Indenture or the Securities may be amended with the consent of the holders of at least a majority in aggregate principal amount of the then outstanding Securities, and any existing default may be waived with the consent of the holders of a majority in aggregate principal amount of the then outstanding Securities. Without the consent of any Securityholder, the Indenture or the Securities may be amended to cure any ambiguity, defect or inconsistency, to provide for assumption of Company obligations to Securityholders or to make any change that does not adversely affect the rights of any Securityholder.

14. Default and Remedies. An Event of Default is: default for 30 days in the payment of interest on any Security (whether or not prohibited by the subordination provisions of the Indenture); default in payment of principal of any Security (whether or not prohibited by the subordination provisions of the Indenture) when due and payable at maturity, upon repurchase under Section 4.13 of the Indenture, upon redemption or otherwise; failure by the Company to comply with the other agreements in the Indenture or any Security which failure continues for the period and after the notice specified in the Indenture; default under any mortgage, indenture or other instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company (or the payment of which is guaranteed by the Company) whether such Indebtedness or guarantee now exists, or is or was created after the date of the Original Indenture, which default results in the acceleration of such Indebtedness prior to its express maturity and the principal amount of any such Indebtedness aggregates $5,000,000 or more; a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Company or any subsidiary of the Company which judgment remains undischarged for a period (during which execution shall not be effectively stayed) of 30 days; provided, that the aggregate of all such judgments exceeds $5,000,000; and certain events of bankruptcy or insolvency. If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the then outstanding Securities may declare all the Securities to be due and payable immediately. Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, holders

of a majority in aggregate principal amount of the then outstanding Securities may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing default (except a default in payment of principal or interest) if it determines that withholding notice is in their interests. The Company must furnish an annual compliance certificate to the Trustee.

15. Trustee Dealings with Company. Bankers Trust Company, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not a Trustee.

16. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Securityholder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

17. Authentication. This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

18. Abbreviations. Customary abbreviations may be used in the name of a Securityholder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

The Company will furnish to any Securityholder upon written request and without charge a copy of the Indenture, which has in it the text of this Security in larger type. Requests may be made to: Secretary, The Cooper Companies, Inc., One Bridge Plaza, 6th Floor, Fort Lee, New Jersey 07024.

EXECUTION COPY

THE COOPER COMPANIES, INC.

10% SENIOR SUBORDINATED SECURED NOTES DUE 2003

(TO BE ISSUED IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $21,875,000 PLUS SUCH ADDITIONAL AGGREGATE PRINCIPAL AMOUNT OF NOTES ISSUED AS A RESULT OF ROUNDING PURSUANT TO THE TERMS OF THE EXCHANGE OFFER)

- ---

INDENTURE
DATED AS OF JANUARY 6, 1994

- ---

IBJ SCHRODER BANK & TRUST COMPANY

TRUSTEE

CROSS-REFERENCE TABLE*

TRUST INDENTURE ACT SECTION		INDENTURE SECTION
310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	7.10
	(b)	7.10
	(c)	N.A.
311	(a)	7.11
	(b)	7.11
	(c)	N.A.
312	(a)	2.05
	(b)	12.03
	(c)	12.03
313	(a)	7.06
	(b)(1)	N.A.
	(b)(2)	7.06
	(c)	4.02, 7.06, 12.02
	(d)	7.06
314	(a)	4.02, 12.02
	(b)	N.A.
	(c)(1)	12.04
	(c)(2)	12.04
	(c)(3)	4.02
	(d)	11.05
	(e)	4.02, 12.05
	(f)	N.A.
315	(a)	7.01
	(b)	7.05, 12.02
	(c)	7.01
	(d)	7.01
	(e)	6.11
316	(a)(last sentence)	N.A.
	(a)(1)(A)	6.05
	(a)(1)(B)	6.04
	(a)(2)	N.A.
	(b)	6.07
	(c)	9.04
317	(a)(1)	6.08
	(a)(2)	6.09
	(b)	2.04
318	(a)	12.01
	(b)	N.A.
	(c)	12.01

N.A. means not applicable.

*This Cross-Reference Table is not part of the Indenture.

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ARTICLE 6
DEFAULTS AND REMEDIES

ARTICLE 7
TRUSTEE

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

ARTICLE 9
AMENDMENT, SUPPLEMENT AND WAIVER

ARTICLE 10
SUBORDINATION

INDENTURE dated as of January 6, 1994 between The Cooper Companies, Inc., a Delaware corporation (the 'Company'), and IBJ Schroder Bank & Trust Company, as trustee (the 'Trustee').

The Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the 10% Senior Subordinated Secured Notes due 2003 (the 'Notes'):

ARTICLE 1
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

'Acquired Debt' means, with respect to any specified Person, Indebtedness of any other Person existing at the time such other Person merged with or into or became a Subsidiary of such specified Person, Indebtedness of any other Person assumed in connection with the acquisition of assets from such other Person and Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person or the acquisition of assets from such other Person, as the case may be.

'Adjusted Net Worth' of any Person means, as of any date for which the determination thereof is to be made, the Consolidated Net Worth of such Person, plus, without duplication, any preferred stock, at its value in accordance with GAAP, of such Person which is not Disqualified Stock and which is not exchangeable or convertible into a debt security of such Person or any of its Subsidiaries at the option of the holders of such equity security prior to the date on which the Notes mature, and less any amount included in such Consolidated Net Worth attributable to preferred stock, or any other equity security of such Person, which is Disqualified Stock or which is exchangeable or convertible into a debt security of such Person or any of its Subsidiaries at the option of the holders of such equity security prior to the date on which the Notes mature.

'Affiliate' of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, 'control' (including, with correlative meanings, the terms 'controlling,' 'controlled by' and 'under common control with'), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting seacurities, by agreement or otherwise; provided, however, that beneficial ownership of 10% or more of the voting securities of a Person shall be deemed to be control.

'Agent' means any Registrar, Paying Agent or co-registrar.

'Appraisal' means, when used with respect to the valuation of any Property interest, an appraisal prepared by an Appraiser as to the Fair Value of such Property at any given date.

'Appraiser' means an independent investment banking firm, engineer, appraiser or other Person selected by the Company and satisfactory to the Trustee that is in the business of appraising or determining the fair market value of Property of the type to be appraised.

'Board of Directors' means the Board of Directors of the Company, or any authorized committee of the Board of Directors.

'Business Day' means any day other than a Legal Holiday.

'Capital Stock' means any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, whether common or preferred.

'Cash Equivalents' means (i) Government Securities, (ii) time deposits and certificates of deposit of any commercial bank organized in the United States having capital and surplus in excess of $100,000,000 with a maturity date not more than one year from the date of acquisition, (iii) repurchase obligations with a term of not more than thirty days for underlying securities of the types described in clause (i) above entered into with any bank meeting the

qualifications specified in clause (ii) above, (iv) direct obligations issued by any state of the United States of America or any political subdivision of any

such state or any public instrumentality thereof maturing within ninety days after the date of acquisition thereof, (v) commercial paper issued by the parent corporation of any commercial bank organized in the United States having capital and surplus in excess of $100,000,000 and commercial paper issued by others having a rating of A-2 or higher from Standard & Poor's Corporation or P-2 or higher from Moody's Investors Service, Inc. or, in the case of a foreign Subsidiary of the Company, the equivalent rating from a foreign rating agency in the applicable foreign country (or, if at any time neither Standard & Poor's Corporation nor Moody's Investors Service, Inc. nor, in the case of a foreign Subsidiary of the Company, a foreign rating agency, shall be rating such obligations, then from such other rating services recognized in the United States or, in the case of a foreign Subsidiary of the Company, in the applicable foreign country, acceptable to the Trustee) at the time of acquisition, (vi) bonds, debentures, notes or other corporate debt securities having a rating of BB or higher from Standard and Poor's Corporation or Ba2 or higher from Moody's Investors Service, Inc. or, in the case of a foreign Subsidiary of the Company, the equivalent rating from a foreign rating agency in the applicable foreign country (or, if at any time neither Standard & Poor's Corporation nor Moody's Investors Service, Inc. nor, in the case of a foreign Subsidiary of the Company, a foreign rating agency, shall be rating such obligations, then from such other rating services recognized in the United States or, in the case of a foreign Subsidiary of the Company, in the applicable foreign country, acceptable to the Trustee) at the time of acquisition, (vii) overnight bank deposits and bankers' acceptances at any commercial bank organized in the United States having capital and surplus in excess of $100,000,000, (viii) deposits available for withdrawal on demand with commercial banks organized in the United States having capital and surplus in excess of $50,000,000 and (ix) investments in mutual funds substantially all of whose assets comprise securities of the types described in clauses (i) through (viii).

'Cash Flow Coverage Ratio' means with respect to any Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period.

'Change of Control' shall be deemed to have occurred if (i) any 'person' (as such term is used in Sections 13(d) and 14(d)(2) of the Exchange Act) other than the Company or a Subsidiary or any employee benefit plan sponsored by the Company or any Subsidiary shall become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing in excess of 50% of the combined voting power of the Company's then outstanding securities, or (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company cease for any reason to constitute a majority thereof unless each new director was elected by, or on the recommendation of, a majority of the directors then still in office who were directors at the beginning of the period. Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred if the transaction or event constituting a Change of Control shall have been approved by a majority of the members of the Board in office immediately prior to such transaction or event.

'Collateral' means the Property which is subject to the Liens created by the Collateral Documents, including, initially, the Pledged HGA Securities and the Pledged CooperSurgical Securities.

'Collateral Documents' means the Pledge Agreement and any other document pursuant to which a Lien is created as security for the obligations of the Company in favor of the Trustee for the benefit of the Holders.

'Consolidated Cash Flow' means, with respect to any Person for any period, income from continuing operations before extraordinary items for such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP, plus, to the extent deducted in computing such income from continuing operations before extraordinary items, (a) interest expense, whether or not paid during the period, (b) provisions for taxes based on income, (c) depreciation of property, plant and equipment, and (d) amortization of intangible assets.

'Consolidated Net Income' means, with respect to any Person for any period, the aggregate of the net income of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided, that there shall be excluded therefrom (a) items classified as extraordinary, nonrecurring or unusual gains and losses, and the related tax effects, each determined in accordance with GAAP, (b) the net income of any other Person acquired in a pooling of interests

transaction accrued prior to the date it becomes a Subsidiary of such Person or is merged or consolidated with such Person or any Subsidiary thereof, and (c) the net income of any other Person other than a Subsidiary of such Person, except to the extent of the cash dividends or distributions actually paid (without any repayment obligation) to such Person or a Subsidiary of such Person by such other Person.

'Consolidated Net Worth' means, with respect to any Person, the consolidated stockholders' equity of such Person and its Subsidiaries, determined in accordance with GAAP.

'CooperSurgical' means CooperSurgical, Inc., a Delaware corporation and a Subsidiary of the Company.

'Corporate Trust Office of the Trustee' shall be at the address of the Trustee specified in Section 12.02 or such other address as to which the Trustee may give notice to the Company.

'Default' means any event that is or with the passage of time or the giving of notice or both would be an Event of Default under the Indenture.

'Disqualified Stock' means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date on which the Notes mature.

'Equity Interests' means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

'Exchange Act' means the Securities Exchange Act of 1934, as amended.

'Exchange Offer' means the Company's offer to exchange up to $30,000,000 aggregate principal amount of its 10-5/8% Convertible Subordinated Reset Debentures due 2005 (the 'Old Debentures') for $725 principal amount of Notes and $145 in cash per $1,000 principal amount of Old Debentures upon the terms and subject to the conditions set forth in the Company's Amended and Restated Offer to Exchange and Consent Solicitation dated December 15, 1993, as amended or supplemented from time to time.

'Existing Indebtedness' means the Old Debentures, Notes and any other Indebtedness of the Company and its Subsidiaries in existence on the date of this Indenture, until such amounts are repaid.

'Fair Value' means, when used in connection with the valuation of any Property at any given date, the price which could be negotiated for such Property in an arm's length transaction, for cash, between a willing seller and a willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by an Appraiser.

'Fixed Charges' means, with respect to any Person for any period, the consolidated interest expense of such Person and its Subsidiaries for such period, whether paid or accrued, to the extent such expense was reflected in computing income from continuing operations before extraordinary items for such Person and its Subsidiaries, on a consolidated basis, in accordance with GAAP, but excluding amortization of deferred financing fees; provided, however, that for the purpose of calculating the Cash Flow Coverage Ratio of HGA under clause (g) of the last paragraph of Section 4.07, Fixed Charges shall exclude interest expense relating to Indebtedness of HGA or any of its Subsidiaries to the Company or any of its Subsidiaries and shall be deemed to include the Company's aggregate interest expense relating to the Notes.

'Foothill' means Foothill Capital Corporation, a California corporation.

'Foothill Indebtedness' means Indebtedness evidenced by that certain Amended and Restated Secured Promissory Note, dated May 29, 1992, as amended,

restated, supplemented or otherwise modified from time to time, issued pursuant to that certain Amended and Restated Loan and Security Agreement, dated May 29, 1992, as amended, restated, supplemented or otherwise modified from time to time, among HGD, HGI, HGNJ and Foothill.

'GAAP' means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public

Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entities which have authoritative support and are in effect from time to time.

'Government Securities' means direct obligations of, or obligations guaranteed by, the United States of America, for the payment of which obligations or guarantee the full faith and credit of the United States is pledged.

'HGA' means Hospital Group of America, Inc., a Delaware corporation and a Wholly Owned Subsidiary of the Company.

'HGD' means Hospital Group of Delaware, Inc., a Delaware corporation and Wholly Owned Subsidiary of HGA.

'HGI' means Hospital Group of Illinois, Inc., an Illinois corporation and Wholly Owned Subsidiary of HGA.

'HGNJ' means Hospital Group of New Jersey, Inc., a New Jersey corporation and Wholly Owned Subsidiary of HGA.

'Holder' means a Person in whose name a Note is registered.

'Indebtedness' means, with respect to any Person, any indebtedness of such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or representing the balance deferred and unpaid of the purchase price of any Property (including pursuant to capital leases) , except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, and also includes, to the extent not otherwise included, the guarantee of items which would be included within this definition.

'Indenture' means this Indenture, as amended or supplemented from time to time.

'Investment' means, with respect to any Person, any investment by such Person in any other Person in the form of a loan, advance (excluding any commission, travel or similar advance to an officer or employee made in the ordinary course of business) or capital contribution or purchase or other acquisition for consideration of any Indebtedness, Equity Interest or other security.

'IRB Indebtedness' means Indebtedness evidenced by that certain Economic Development Revenue Bond, dated December 18, 1985, as amended, restated, supplemented or otherwise modified from time to time, issued pursuant to that certain Bond Purchase and Loan Agreement, dated December 18, 1985, as amended, restated, supplemented or otherwise modified from time to time, among New Castle County Delaware, National Westminster Bank USA and HGD.

'Legal Holiday' means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

'Lien' means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

'Net Proceeds' means, with respect to a sale or other disposition of the Pledged CooperSurgical Securities or all or substantially all of the assets of CooperSurgical, the aggregate cash proceeds and fair market value (as determined in good faith by the Board of Directors) of any other proceeds received by the Company or any of its Subsidiaries in respect of such sale or other disposition, net of the direct costs relating to such sale or other disposition (including, but not limited to, legal, accounting and investment banking fees, and sales commissions), taxes paid or payable as a result thereof (after taking into

account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets the subject of such sale or other disposition and any reserve for adjustment in respect of the sale price of such assets or assets.

'Notes' means the Notes described above and issued under this Indenture.

'Officer' means, with respect to any Person, the Chairman of the Board or the Acting Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, Controller, Secretary, any Assistant Secretary or any VicePresident of such Person.

'Officers' Certificate' means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, principal financial officer or principal accounting officer of the Company.

'Old Debentures' means the Company's 10-5/8% Convertible Subordinated Reset Debentures due 2005.

'Opinion of Counsel' means an opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Company, any Subsidiary of the Company or the Trustee.

'Permitted Investments' means (a) Investments in cash or Cash Equivalents; (b) Investments of the Company or any Subsidiary of the Company existing on the date of this Indenture; (c) Investments in the Company by any Subsidiary of the Company, in any Subsidiary of the Company by the Company or any other Subsidiary of the Company or in any Person which, as a result of such Investment, becomes a Subsidiary of the Company; (d) prepaid expenses in the ordinary course of business; (e) loans and advances to employees of the Company or any Subsidiary in the ordinary course of business, provided that, if applicable, any such loan or advance meets the requirements set forth in Section 4.09; (f) Investments in accounts and notes receivable arising, created or received in the ordinary course of business; (g) interest rate or currency protection agreements, including, but not limited to, any interest rate or currency swap agreements, interest rate cap agreements and interest rate collar agreements; (h) endorsements of negotiable instruments and other similar instruments; (i) Investments received as consideration upon the sale or transfer of any Property; (j) so long as such Investments are not made at a time when a Default or Event of Default has occurred and is continuing, Investments approved by a majority of the members of the Board of Directors who are not employees of the Company, provided that the primary purpose of each such Investment, as determined by such members of the Board of Directors of the Company, is to benefit, complement, or further (i) any business operated by the Company or any Subsidiary of the Company prior to and on the date of such Investment or (ii) any healthcare-related business that the Company or any Subsidiary of the Company proposes to operate on the date of such Investment; (k) so long as such Investments are not made at a time when a Default or Event of Default has occurred and is continuing, other Investments made after the date of this Indenture, provided that, immediately after giving effect to each such Investment made pursuant to this clause (k), the aggregate consideration paid for all Investments made pursuant to this clause (k) and held at such time by the Company and its Subsidiaries, does not exceed (i) an amount equal to 5% of the consolidated total assets of the Company and its Subsidiaries, determined in accordance with GAAP, at the end of the Company's most recently ended full fiscal quarter for which internal financial statements are available immediately preceding the date on which such Investment is made, or (ii) alternatively, if the HGA Consolidated Cash Flow Test set forth in Section 11.04(a) hereof has been satisfied on or prior to the date of such Investment, an amount equal to 20% of the total consolidated assets of the Company and its Subsidiaries, determined in accordance with GAAP, at the end of the Company's most recently ended full fiscal quarter for which internal financial statements are available immediately preceding the date on which such Investment is made; and (l) Investments received as proceeds of any Investment made pursuant to clauses (a) through (k) above or this clause (l), including, but not limited to, Investments received in connection with a restructuring, bankruptcy or workout of the issuer of any such Investment. Each of the foregoing clauses (a)-(k) sets forth an independent, separate and distinct Permitted Investment, and Investments that may be made pursuant to each of such clauses are in addition to any Investments that may be made pursuant to any other clause. Limitations set forth in any one of such clauses (a)-(k) or in the definitions used therein shall not be applicable to any other such clauses or any other such definition.

'Person' means any individual, corporation, partnership, joint venture, association, joint-stock company, trust or unincorporated organization or government or any agency or political subdivision thereof.

'Pledge Agreement' means the Pledge Agreement dated as of the date of this Indenture between the Company and the Trustee, as such agreement may be amended, modified or supplemented from time to time.

'Pledged CooperSurgical Securities' means the Pledged Shares and the Pledged Indebtedness issued by CooperSurgical.

'Pledged HGA Securities' means the Pledged Shares and the Pledged Indebtedness issued by HGA.

'Pledged Indebtedness' shall have the meaning ascribed to it in the Pledge Agreement.

'Pledged Shares' shall have the meaning ascribed to it in the Pledge Agreement.

'Property' means assets or property of any kind or nature whatsoever, real, personal or mixed, whether tangible or intangible, and including any business or securities.

'Purchase Money Indebtedness' means (a) Indebtedness secured by Liens (i) on Property purchased, acquired, or constructed after the date of this Indenture, (ii) securing the payment of all or any part of the purchase price or construction cost of such Property or taken by a Person who by making advances or incurring an obligation gives value and enables another Person to purchase, acquire or construct such Property and (iii) limited to the Property so purchased, acquired or constructed and improvements thereon (including (A) Liens on the securities of any Subsidiary formed or acquired in connection with the purchase, acquisition or construction of such Property (so long as the aggregate fair market value as determined in good faith by the Board of Directors of Property, if any, contributed to such Subsidiary by HGA or any of its Subsidiaries existing on the date of this Indenture does not exceed $100,000) and (B) Liens on Property purchased, acquired or constructed indirectly through the purchase or acquisition of securities of a Person in a transaction in which such Person becomes a Subsidiary of the Company) and (b) any exchange, extension, refinancing, renewal, replacement or refunding of such Indebtedness if any Liens securing such Indebtedness are as set forth in clauses (i) and (iii) of clause (a) of this definition.

'Responsible Officer,' when used with respect to the Trustee, means any officer within the Corporate Trust Division of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

'SEC' means the Securities and Exchange Commission.

'Securities Act' means the Securities Act of 1933, as amended.

'Subsidiary' means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

'Tangible Assets' with respect to any Person means the consolidated total assets of such Person and its Subsidiaries determined in accordance with GAAP, except that there shall be deducted therefrom all intangible assets (including goodwill and other intangibles) determined in accordance with GAAP.

'TIA' means the Trust Indenture Act of 1939 (15 U.S.C. SECTIONS 77aaa-77bbbb) as in effect on the date on which this Indenture is qualified under the TIA.

'Trustee' means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

'Wholly Owned Subsidiary' means any Subsidiary of the Company all of the outstanding voting stock (other than directors' qualifying shares) of which is owned by the Company or by any other

Subsidiary of the Company in an unbroken chain of Subsidiaries in which all of the outstanding voting stock (other than directors' qualifying shares) of each Subsidiary in such unbroken chain is owned by the Company or another Subsidiary in the chain.

Section 1.02. Other Definitions.

TERM	DEFINED IN SECTION
'Affiliate Transaction'	4.09
'Bankruptcy Law'	6.01
'Change of Control Date'	4.13
'Change of Control Offer'	4.13
'Change of Control Offer Period'	4.13
'Change of Control Payment Date'	4.13
'Covenant Defeasance'	8.03
'Custodian'	6.01
'Debt'	10.02
'Event of Default'	6.01
'HGA Consolidated Cash Flow Test'	11.04
'incur'	4.07
'Legal Defeasance'	8.02
'Note Purchase Account'	3.05
'Paying Agent'	2.03
'Purchase Period'	3.08
'Registrar'	2.03
'Representative'	10.02
'Restricted Payments'	4.06
'Senior Debt'	10.02
'Substituted Joint Venture Interests'	11.03

Section 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

'indenture securities' means the Notes;

'indenture security holder' means a Holder of a Note;

'indenture to be qualified' means this Indenture;

'indenture trustee' or 'institutional trustee' means the Trustee;

'obligor' on the Notes means the Company and any successor obligor upon the Notes.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.04. Rules of Construction.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) 'or' is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular; and

(5) provisions apply to successive events and transactions.

ARTICLE 2
THE NOTES

Section 2.01. Form and Dating.

The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto, the terms of which are incorporated in and made a part of this Indenture. The Notes may have notations, legends or endorsements approved as to form by the Company and required by law, stock exchange rule, agreements to which the Company is subject or usage. Each Note shall be dated the date of its authentication. The Notes shall be issuable only in denominations of $1,000 and integral multiples thereof.

Section 2.02. Execution and Authentication.

An Officer of the Company shall sign the Notes for the Company by manual or facsimile signature. The Company's seal shall be reproduced on the Notes.

If an Officer whose signature is on a Note no longer holds that office at the time the Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature of the Trustee shall be conclusive evidence that the Note has been authenticated under this Indenture. The form of Trustee's certificate of authentication to be borne by the Notes shall be substantially as set forth in Exhibit A hereto.

The Trustee shall, upon a written order of the Company signed by two Officers of the Company, authenticate Notes for original issue up to an aggregate principal amount stated in paragraph 4 of the Notes. The aggregate principal amount of Notes outstanding at any time shall not exceed the amount set forth in paragraph 4 of the Notes except as provided in Section 2.07.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate of the Company.

Section 2.03. Registrar and Paying Agent.

The Company shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (including any co-registrar, the 'Registrar') and (ii) an office or agency where Notes may be presented for payment ('Paying Agent'). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term 'Paying Agent' includes any additional paying agent. The Company may change any Paying Agent, Registrar or co-registrar without prior notice to any Holder of a Note. The Company shall notify the Trustee and the Trustee shall notify the Holders of the Notes of the name and address of any Agent not a party to this Indenture. The Company may act as Paying Agent, Registrar or co-registrar. The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, which shall incorporate the provisions of the TIA. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee of the name and address of any such Agent. If the Company fails to maintain a Registrar or Paying Agent, or fails to give the foregoing notice, the Trustee shall act as such, and shall be entitled to appropriate compensation in accordance with Section 7.07 hereof.

The Company initially appoints the Trustee as Registrar, Paying Agent and agent for service of notices and demands in connection with the Notes.

Section 2.04. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of the Holders of the Notes or the Trustee all money held by the Paying Agent for the payment of principal of, and interest on, the Notes, and shall notify the Trustee of any Default by the Company in making any such payment. While any such Default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company) shall have no further liability for the money delivered to the Trustee. If the Company acts as Paying Agent, it shall segregate

and hold in a separate trust fund for the benefit of the Holders of the Notes all money held by it as Paying Agent.

Section 2.05. Lists of Holders of the Notes.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of the Notes and shall otherwise comply with TIA SECTION 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders of the Notes, including the aggregate principal amount of the Notes held by each thereof, and the Company shall otherwise comply with TIA SECTION 312(a).

Section 2.06. Transfer and Exchange.

When Notes are presented to the Registrar with a request to register the transfer or to exchange them for an equal principal amount of Notes of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met; provided, however, that any Note presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar and the Trustee duly executed by the Holder thereof or by his attorney duly authorized in writing. To permit registrations of transfer and exchanges, the Company shall issue and the Trustee shall authenticate Notes at the Registrar's request, subject to such rules as the Trustee may reasonably require.

Neither the Company nor the Registrar shall be required to (i) issue, register the transfer of or exchange Notes during a period beginning at the opening of business on a Business Day 15 days before the day of any selection of Notes for redemption under Section 3.02 or (ii) register the transfer of or exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

No service charge shall be made to any Holder of a Note for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.10, 3.06 or 9.05 hereof, which shall be paid by the Company).

Prior to due presentment for registration of transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of, and interest on, such Note and for all other purposes whatsoever, whether or not such Note is overdue, and neither the Trustee, any Agent nor the Company shall be affected by notice to the contrary. The registered Holder of a Note shall be treated as its owner for all purposes.

Section 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee, or the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon the written order of the Company signed by two Officers of the Company, shall authenticate a replacement Note if the Trustee's requirements for replacements of Notes are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent or any authenticating agent from any loss which any of them may suffer if a Note is replaced. Each of the Company and the Trustee may charge for its expenses in replacing a Note.

Every replacement Note is an additional obligation of the Company entitled to the benefits of this Indenture.

Section 2.08. Outstanding Notes.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation and those described in this Section as not outstanding.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

Subject to Section 2.09 hereof, a Note does not cease to be outstanding because the Company, a Subsidiary of the Company or an Affiliate of the Company holds the Note.

Section 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company, any Subsidiary of the Company or any Affiliate of the Company shall be considered as though not outstanding, except that for purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Responsible Officer knows to be so owned shall be so considered. Notwithstanding the foregoing, Notes that are to be acquired by the Company, any Subsidiary of the Company or an Affiliate of the Company pursuant to an exchange offer, tender offer or other agreement shall not be deemed to be owned by the Company, such Subsidiary of the Company or an Affiliate of the Company until legal title to such Notes passes to the Company, such Subsidiary or Affiliate, as the case may be.

Section 2.10. Temporary Notes.

Until definitive Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Company and the Trustee consider appropriate for temporary Notes. Without unreasonable delay, the Company shall prepare and the Trustee, upon receipt of the written order of the Company signed by two Officers of the Company, shall authenticate definitive Notes in exchange for temporary Notes. Until such exchange, temporary Notes shall be entitled to the same rights, benefits and privileges as definitive Notes.

Section 2.11. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy cancelled Notes (subject to the record retention requirement of the Exchange Act), unless the Company directs them to be returned to it. The Company may not issue new Notes to replace Notes that it has redeemed or paid or that have been delivered to the Trustee for cancellation. All cancelled Notes held by the Trustee shall be destroyed and certification of their destruction delivered to the Company, unless the Company shall direct them to be returned to it.

Section 2.12. Defaulted Interest.

If the Company fails to make a payment of interest on the Notes, it shall pay such interest thereafter in any lawful manner . The Company may (but shall not be obligated to) set a subsequent special record date with respect to the payment of such interest and the interest payable on it, in which case the Company shall fix the special record date and payment date. At least 15 days before the special record date, the Company shall mail to Holders of Notes a notice that states the special record date, payment date, and amount of such interest to be paid.

Section 2.13. CUSIP Number.

The Company in issuing the Notes may use a 'CUSIP' number and, if it does so, the Trustee shall use the CUSIP number in notices of redemption or exchange as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP number printed in the notice or on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes. The Company will promptly notify the Trustee of any change in the CUSIP number.

ARTICLE 3
REDEMPTION

Section 3.01. Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, it shall furnish to the Trustee, at least 45 days but not more than 60 days before a redemption date (unless a shorter notice period shall be satisfactory to the Trustee), an Officers' Certificate setting forth (i) the Section of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed and (iv) the redemption price.

The Company may at any time, or from time to time, purchase Notes from the Holders of Notes or in market transactions and such purchases shall not be considered redemptions for the purposes hereof if the action of the sellers is volitional and not compelled.

Section 3.02. Selection of Notes to Be Redeemed.

If less than all of the Notes are to be redeemed, the Trustee shall select the Notes to be redeemed among the Holders of the Notes on a pro rata basis, by lot or in accordance with any other method the Trustee considers fair and appropriate (and in such manner as complies with applicable legal and stock exchange requirements, if any), provided that no Notes of $1,000 or less shall be redeemed in part. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of them selected shall be in amounts of $1,000 or whole multiples of $1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.03. Notice of Redemption.

At least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address.

The notice shall identify the Notes to be redeemed and shall state:

(a) the redemption date;

(b) the redemption price;

(c) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(g) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; provided, however, that the Company shall have delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04. Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become due and payable on the redemption date at the redemption price.

Section 3.05. Deposit of Redemption Price.

Except as provided in the next paragraph, one Business Day prior to the redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

In the event of a sale or other disposition by the Company or any of its Subsidiaries, as the case may be, of the Pledged CooperSurgical Securities, the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(ii)(A) hereof, or a pledge by the Company of the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests or the incurrence by the Company or its Subsidiaries of Indebtedness secured by all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(iii)(A) hereof, on or prior to the date of the sale or other disposition or pledge or incurrence of Indebtedness, the Company shall deposit with the Trustee or with the Paying Agent an amount equal to the greater of $5,000,000 or one-third of the Net Proceeds from the sale or other disposition, in the case of a sale or other disposition of the Pledged CooperSurgical Securities,the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(ii)(A) hereof, or $5,000,000, in the case of a pledge of the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests or the incurrence by the Company or its Subsidiaries of Indebtedness secured by all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(iii)(A) hereof, in each case minus the aggregate principal amount of Notes previously or concurrently purchased or redeemed by the Company and delivered to the Trustee for cancellation. The Trustee or the Paying Agent shall segregate and hold in a separate account (the 'Note Purchase Account') any money so deposited and invest such money at the direction of the Company in Cash Equivalents. The Trustee or the Paying Agent shall from time to time during the Purchase Period release money from the Note Purchase Account to the Company upon delivery by the Company to the Trustee or the Paying Agent of an Officers' Certificate certifying that such money will be used to purchase Notes in market, privately negotiated or other transactions contemplated by Section 3.08 hereof. The Company shall make an appropriate public announcement prior to making any such purchases. Any money remaining in the Note Purchase Account at the end of the Purchase Period, including earnings on the investments thereof, shall be used by the Trustee to redeem Notes on the redemption date in accordance with, but only to the extent required under, Section 3.08 hereof, after giving effect to all purchases and redemptions of Notes through the expiration of the Purchase Period. One Business Day prior to the redemption date pursuant to Section 3.08 hereof, the Company, to the extent of any shortfall in the Note Purchase Account, shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest on all Notes to be redeemed on that date. The Trustee or Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company, including earnings, if any, on such investments made by the Trustee or the Paying Agent, in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed pursuant to Section 3.08 hereof.

On and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with either of the preceding two paragraphs, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06. Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Company shall issue and the Trustee shall authenticate for the Holder of the Note at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

Section 3.07. Optional Redemption.

The Company shall have the option to redeem the Notes, at any time, in whole or in part, upon not less than 30 nor more than 60 days' notice (as provided in Section 3.03), at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest thereon to the applicable redemption date.

Section 3.08. Mandatory Redemption.

Except as expressly provided in this Section 3.08, the Company shall have no obligation to effect any mandatory redemptions or make any sinking fund payments , including, but not limited to, upon the occurrence of any transaction pursuant to (a) Section 11.03(a)(i), 11.03(a)(ii)(B) or 11.03(a)(iii)(B) or (b) any other Section of this Indenture.

After the expiration of the 90-day period (the 'Purchase Period') commencing on the date of the closing of (x) a sale or other disposition by the Company or any of its Subsidiaries, as the case may be, of the Pledged CooperSurgical Securities, the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(ii)(A) hereof or (y) a pledge by the Company of the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests or the incurrence by the Company or its Subsidiaries of Indebtedness secured by all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(iii)(A) hereof, the Company shall redeem Notes in an aggregate principal amount equal to (a) the greater of $5,000,000 or one-third of the Net Proceeds from the sale or other disposition, in the case of a sale or other disposition of the Pledged CooperSurgical Securities, the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(ii)(A) hereof, or (b) $5,000,000, in the case of a pledge of the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests or the incurrence by the Company or its Subsidiaries of Indebtedness secured by all or substantially all of the assets of CooperSurgical pursuant to Section 11.03(a)(iii)(A) hereof, in each case minus the aggregate principal amount of Notes purchased or redeemed by the Company from the date of this Indenture through the expiration of the Purchase Period and delivered to the Trustee for cancellation (which delivery for cancellation may occur for up to ten Business Days after the expiration of the Purchase Period). The redemption price of the Notes, if any, to be redeemed pursuant to this Section 3.08 shall equal 100% of their principal amount, plus accrued and unpaid interest thereon to the applicable redemption date. During the Purchase Period, subject to complying with applicable disclosure requirements and, in any event, making an appropriate public announcement prior to making any such purchases, the Company shall be permitted to use funds held in the Note Purchase Account pursuant to the second paragraph of Section 3.05 hereof to purchase Notes in market, privately negotiated or other transactions and the principal amount of any Notes so purchased shall be applied as a credit in satisfaction of all or any part of the mandatory redemption required to be made pursuant to this Section 3.08. Upon the expiration of the Purchase Period, the Company shall furnish to the Trustee an Officers' Certificate setting forth (v) the Section of this Indenture pursuant to which the redemption shall occur, (w) the redemption date (which date shall be at least 45 days but not more than 60 days after the expiration of the Purchase Period), (x) the aggregate principal amount of Notes to be credited against the Company's obligation to redeem Notes pursuant to this Section 3.08, (y) the aggregate principal amount of Notes to be redeemed and (z) the redemption price.

Mandatory redemptions pursuant to this Section 3.08 shall be made in accordance with the provisions of Sections 3.02 through 3.06 of this Indenture.

ARTICLE 4
COVENANTS

Section 4.01. Payment of Notes.

The Company shall pay the principal of and interest on the Notes on the dates and in the manner provided in the Notes. Principal and interest shall be considered paid on the date due if the Paying Agent holds on that date money designated for and sufficient to pay all principal and interest then due.

The Company shall pay interest on overdue principal at the rate borne by the Notes; it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

Section 4.02. SEC Reports, Financial Reports.

The Company shall:

(a) file with the Trustee and mail to each of the Holders within 15 days after the required filing date with the SEC copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act; or if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the SEC, and mail to each of the Holders within 15 days after it would have been required to file such with the SEC, in accordance with rules and regulations prescribed by the SEC, such of the supplementary and periodic information, documents, and reports which may be required pursuant to Section 13 of the Exchange Act, in respect of a security listed and registered on a national securities exchange as may be prescribed by such rules and regulations;

(b) file with the Trustee and the SEC, in accordance with the rules and regulations prescribed by the SEC, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture, as may be required by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of subsection (e) of Section 314 of the TIA, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants, but no such certificate or opinion shall be required as to any matter specified in clauses (A), (B), or (C) of paragraph (3) of subsection (c) of Section 314 of the TIA;

(c) transmit to the Holders of the Notes, in the manner and to the extent provided in subsection (c) of Section 313 of the TIA, such summaries of any information, documents, and reports required to be filed by the Company pursuant to paragraph (a) or (b) of this Section 4.02 as may be required by rules and regulations prescribed by the SEC; and

(d) comply with the other provisions of Section 314(a) of the TIA.

Section 4.03. Compliance Certificate.

The Company shall deliver to the Trustee, within 90 days after the end of each fiscal year of the Company ending after the date hereof, an Officers' Certificate , stating whether or not to the best knowledge of the signers thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) or the Collateral Documents and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee forthwith upon becoming aware of (i) any Default, event of Default or default in the performance of any covenant, agreement or condition contained in this Indenture or the Collateral Documents or (ii) any event of default under any other mortgage, indenture or instrument as that term is used in Section 6.01(4), an Officers' Certificate specifying such Default, event of Default or default.

Section 4.04. Taxes.

The Company shall, and shall cause each of its material Subsidiaries to, pay prior to delinquency all taxes, assessments and governmental levies, except as contested in good faith and by appropriate proceedings.

Section 4.05. Stay, Extension and Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, which may affect the covenants

under or the performance of this Indenture; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.06. Limitation on Restricted Payments.

The Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly: (i) declare or pay any dividend or make any distribution on account of the Company's or any of its Subsidiaries' Equity Interests (other than (A) dividends or distributions payable in Equity Interests (other than Disqualified Stock) issued by the Company or (B) dividends or distributions payable to the Company or any Subsidiary of the Company); (ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests issued by the Company (other than any such Equity Interests owned by a Wholly Owned Subsidiary of the Company); (iii) voluntarily purchase, redeem or otherwise acquire or retire for value any Indebtedness that is pari passu with or subordinated to the Notes, except in accordance with the mandatory redemption or repayment provisions set forth in the original documentation governing such Indebtedness; or (iv) make any Investment (other than Permitted Investments) (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as 'Restricted Payments'), unless, at the time of such Restricted Payment:

(A) no Default or Event of Default under this Indenture shall have occurred and be continuing or would occur as a consequence thereof; and

(B) the Cash Flow Coverage Ratio of the Company for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Restricted Payment is made, calculated on a pro forma basis as if such Restricted Payment had been made at the beginning of such four-quarter period, would have been at least 1.5 to 1; and

(C) such Restricted Payment, together with the aggregate of all other Restricted Payments made by the Company and its Subsidiaries after the date of this Indenture, is less than the sum of (A) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the first day of the first full fiscal quarter beginning after the date of this Indenture to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, minus 100% of such deficit), plus (B) 100% of the aggregate net cash proceeds received by the Company, or the aggregate net cash proceeds received by a Subsidiary of the Company to the extent such cash proceeds are actually distributed by such Subsidiary to the Company without any repayment obligation, from the issue or sale of Equity Interests of the Company or any Subsidiary of the Company (other than Equity Interests sold to the Company or a Subsidiary of the Company and other than Disqualified Stock) since the date of this Indenture.

Within thirty days of making any Restricted Payment permitted pursuant to (A), (B) and (C) above, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted.

Notwithstanding the foregoing or anything to the contrary in this Indenture, the provisions of this Indenture shall not prohibit (1) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Indenture; (2) the redemption, repurchase, retirement or other acquisition of any Equity Interests issued by the Company in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a Subsidiary of the Company) of other Equity Interests of the Company (other than any Disqualified Stock) or the redemption of Rights to purchase Series A Junior Participating Preferred Stock of the Company pursuant to their terms; (3) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests issued by the Company pursuant to the Company's 1982 Stock Option Plan, 1985 Stock Option Plan, 1988 Long Term Incentive Plan , 1990 Non-Employee Directors Restricted Stock Plan , 401(k) Plan (formerly Stock Purchase Savings Plan) or Turn Around Incentive Plan, provided that the aggregate redemptions, repurchases, retirements or other acquisitions

made pursuant to this clause (3) do not exceed (a) the product of (x) $100,000 and (y) the number of fiscal years of the Company since the date of this Indenture (provided that any portion of a fiscal year of the Company shall be counted as a full fiscal year for purposes of this clause (3)), minus (b) the amount paid by the Company and its Subsidiaries since the date of this Indenture for Restricted Payments pursuant to this clause (3); (4) any dividend or distribution payable in Equity Interests issued by a Subsidiary of the Company (other than Equity Interests issued by HGA or any of its Subsidiaries or, unless and until the Pledged CooperSurgical Securities are released from the security interest created by the Pledge Agreement, CooperSurgical or any of its Subsidiaries); provided, however, that, as of the date of each dividend or distribution paid pursuant to this clause (4), the aggregate amount of Equity Interests of each Subsidiary of the Company being paid in such dividend or distribution, when added to the aggregate amount of all Equity Interests of such Subsidiary previously paid in all dividends and distributions pursuant to this clause (4) since the date of this Indenture, shall not exceed 20% of the outstanding Equity Interests of such Subsidiary; (5) any pro rata dividend or distribution made by a Subsidiary of the Company to such Subsidiary's shareholders; (6) the payment of cash dividends on the Company's Series B Preferred Stock; (7) purchases of the Company's Common Stock from record or beneficial holders thereof who, the Company reasonably believes, hold of record or beneficially less than 1,000 shares thereof, purchases or redemptions of Old Debentures from record or beneficial holders thereof who, the Company reasonably believes, hold of record or beneficially less than $10,000 principal amount thereof or purchases of fractional shares of the Company's Common Stock, provided that the aggregate consideration paid in all purchases and redemptions pursuant to this clause (7) shall not exceed (a) the product of (x) $50,000 and (y) the number of fiscal years of the Company since the date of this Indenture (provided that any portion of a fiscal year of the Company shall be counted as a full fiscal year for purposes of this clause (7)), minus (b) the amount paid by the Company and its Subsidiaries since the date of this Indenture for Restricted Payments pursuant to this clause (7); and (8) the purchase, redemption or other acquisition or retirement of Old Debentures; provided, however, that (a) no Old Debentures shall be purchased, redeemed or otherwise acquired or retired pursuant to this clause (8) until the first anniversary of the date of this Indenture, (b) from and after the first anniversary of the date of this Indenture, the aggregate consideration that the Company may pay to purchase, redeem or otherwise acquire or retire Old Debentures from time to time pursuant to this clause (8) shall not at any time exceed an amount equal to (i) the product of (x) $1,000,000 and (y) the number of fiscal years of the Company since the first anniversary of the date of this Indenture (provided that any portion of a fiscal year of the Company since the first anniversary of the date of this Indenture shall be counted as a full fiscal year for purposes of this clause (8)), minus (ii) the amount paid by the Company and its Subsidiaries since the first anniversary of the date of this Indenture to purchase, redeem or otherwise acquire or retire Old Debentures pursuant to this clause (8); and (c) if the HGA Consolidated Cash Flow Test set forth in Section 11.04(a) hereof has been satisfied, the limitations set forth in clause (b) of this clause (8) shall cease and there shall be no restriction upon the amount of Old Debentures that the Company and its Subsidiaries may purchase, redeem or otherwise acquire or retire. Each of the foregoing clauses (1)-(8) sets forth an independent, separate and distinct exception to the covenant set forth in the first paragraph of this Section, and Restricted Payments that may be made pursuant to each of such clauses are in addition to any Restricted Payments that may be made pursuant to any other clause. Limitations set forth in any one of such clauses (1)-(8) or in the definitions used therein shall not be applicable to any other such clauses or any other such definition.

Section 4.07. Limitation On Indebtedness

The Company shall not, and shall not permit any of its Subsidiaries (other than HGA or any of its Subsidiaries) to, directly or indirectly, create, incur, issue, assume, guaranty or otherwise become directly or indirectly liable with respect to (collectively, 'incur') any Indebtedness (including Acquired Debt), unless the Cash Flow Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred would have been at least 1.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom and including, without limitation, the earnings of any business acquired by the Company with the proceeds therefrom), as if the additional Indebtedness had been incurred at the beginning of such four-quarter period.

The foregoing limitation shall not prohibit: (a) the existence of the Existing Indebtedness; (b) if all or any portion of the principal amount of any Existing Indebtedness is repaid, from time to time on or after the date of this Indenture, the incurrence by the Company and its Subsidiaries of Indebtedness in an amount not to exceed at any one time outstanding the aggregate principal amount so repaid; (c) the incurrence by the Company of any Indebtedness to any of its Subsidiaries or the incurrence by any Subsidiary of the Company of any Indebtedness to the Company or any Subsidiary of the Company; (d) the incurrence of Indebtedness (including Acquired Debt) by any Subsidiary of the Company if such Subsidiary, together with its consolidated Subsidiaries, would have had a Cash Flow Coverage Ratio for such Subsidiary's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred by such Subsidiary of at least 1.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom and including, without limitation, the earnings of any business acquired by the Company with the proceeds therefrom), as if such additional Indebtedness had been incurred at the beginning of such four-quarter period; (e) the incurrence by the Company and its Subsidiaries of additional Indebtedness in an amount not to exceed $50,000,000 at any one time outstanding; (f) the incurrence by the Company or any of its Subsidiaries of Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace or refund , Indebtedness referred to in clauses (a) through (e) above; or (g) the incurrence by the Company and its Subsidiaries of Purchase Money Indebtedness. Each of the foregoing clauses (a) through (g) sets forth an independent, separate and distinct exception to the covenant set forth in the first paragraph of this Section, and Indebtedness that may be incurred pursuant to each of such clauses is in addition to any Indebtedness that may be incurred pursuant to any other clause. Limitations set forth in any one of such clauses (a) through (g) or in the definitions used therein shall not be applicable to any other such clauses or any other such definitions. The Indebtedness permitted to be incurred pursuant to the foregoing clauses (a) through (g) may be incurred from time to time pursuant to one agreement or several agreements with one lender or several lenders. The exceptions contained in the foregoing clauses (a) through (g) shall not be applicable to the prohibition set forth in the following paragraph against the incurrence of Indebtedness by HGA and its Subsidiaries, the exceptions to which are set forth in such paragraph.

The Company shall not permit HGA and its Subsidiaries to incur any Indebtedness other than (a) Existing Indebtedness of HGA or any of its Subsidiaries; (b) Indebtedness to the Company or any Subsidiary of the Company; (c) Purchase Money Indebtedness; (d) Acquired Debt and any extension, refinancing, renewal, replacement or refunding of such Acquired Debt, provided that there is no recourse, in connection with such Acquired Debt or such extension, refinancing, renewal, replacement or refunding, to HGA or any of its Subsidiaries in existence on the date of this Indenture or to any Property of HGA or any such Subsidiaries other than recourse (i) to any Subsidiary of HGA formed in connection with the acquisition in which the Acquired Debt is incurred (so long as the aggregate fair market value as determined in good faith by the Board of Directors of Property contributed to such Subsidiary by HGA or any of its Subsidiaries existing on the date of this Indenture does not exceed $100,000), (ii) to the Property of any Subsidiary described in clause (i) and (iii) to any acquired entity or the Property of such acquired entity; (e) Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace or refund, the Existing Indebtedness of HGA and its Subsidiaries; provided that (i) any Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace or refund, the Foothill Indebtedness shall not exceed the outstanding principal amount of the Foothill Indebtedness as of the date of such extension, refinancing, renewal, replacement or refunding and, if the principal amount of Indebtedness incurred to extend, refinance, renew, replace or refund the Foothill Indebtedness exceeds $8,666,667, such excess principal amount shall amortize, between the date of such extension, refinancing, renewal, replacement or refunding and August 1, 1997, in at least the same amounts as, and by the same dates as, provided in the agreements and instruments governing the Foothill Indebtedness; and (ii) any Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace or refund the IRB Indebtedness shall not exceed the outstanding principal amount of the IRB Indebtedness as of the date of such extension, refinancing, renewal, replacement or refunding and shall amortize in at least the same amounts as, and by the same dates as, provided in the agreements and instruments governing the IRB Indebtedness; provided, further, that with respect to clause (ii), if such extension, refinancing, renewal,

replacement or refunding occurs after the date on which the holder of the IRB Indebtedness has given notice that it will require a mandatory redemption or mandatory prepayment pursuant to the terms of the agreements and instruments governing the IRB Indebtedness, an amount equal to the principal amount of the IRB Indebtedness required to be paid at the time of redemption or prepayment pursuant to such notice may be extended, refinanced, renewed, replaced or refunded without any restriction as to amortization; (f) any Indebtedness issued in exchange for, or the proceeds of which are used to extend, refinance, renew, replace or refund, Indebtedness incurred pursuant to clause (e) above, provided that the aggregate amount thereof does not exceed $8,666,667 or, alternatively, $8,666,667 plus any amount of the IRB Indebtedness extended, refinanced, renewed, replaced or refunded, without any restriction as to amortization, pursuant to clause (e) above; and (g) Indebtedness (including Acquired Debt) incurred by HGA or any Subsidiary of HGA if (i) the HGA Consolidated Cash Flow Test set forth in Section 11.04(a) has been satisfied on or prior to the date of such incurrence, (ii) HGA has a Cash Flow Coverage Ratio for HGA's most recently ended three full fiscal quarters for which internal financial statements are available immediately preceding the date of such incurrence of at least 2.0 to 1; (iii) at the date of each incurrence of Indebtedness pursuant to this clause (g), the aggregate principal amount of all Indebtedness incurred pursuant to this clause (g) and still outstanding (including the Indebtedness then being incurred pursuant to this clause (g)) does not exceed 50% of the amount by which (x) the amount of HGA's Tangible Assets (excluding cash, to the extent included in Tangible Assets) at the end of the Company's most recently ended full fiscal quarter for which internal financial statements are available immediately preceding such date exceeds (y) the amount of HGA's Tangible Assets (excluding cash, to the extent included in Tangible Assets) at October 31, 1993; and (iv) the aggregate principal amount of Indebtedness incurred pursuant to this clause (g) does not exceed $15,000,000 at any one time outstanding. Each of the foregoing clauses (a) through (g) sets forth an independent, separate and distinct exception to the prohibition set forth at the outset of this paragraph against the incurrence of Indebtedness by HGA and its Subsidiaries, and Indebtedness that may be incurred pursuant to each of such clauses is in addition to any Indebtedness that may be incurred pursuant to any other clause. Limitations set forth in any one of such clauses (a) through (g) or in the definitions used therein shall not be applicable to any other such clauses or any other such definitions. The Indebtedness permitted to be incurred pursuant to the foregoing clauses (a) through (g) may be incurred from time to time pursuant to one agreement or several agreements with one lender or several lenders.

Section 4.08. Maintenance of Properties.

The Company shall, and shall cause each of its material Subsidiaries to, maintain its properties and assets in good working order and condition and make all necessary repairs, renewals, replacements, additions, betterments and improvements thereto, except to the extent that failure to make any such repair, renewal, replacement, addition, betterment or improvement would not have a material adverse impact upon the business of the Company and its Subsidiaries taken as a whole.

The Company shall, and shall cause each of its material Subsidiaries to, maintain with financially sound and reputable insurers such insurance as may be required by law and such other insurance, to such extent and against such hazards and liabilities as is customarily maintained by companies similarly situated, except to the extent that failure to maintain such insurance would not have a material adverse impact upon the business of the Company and its Subsidiaries taken as a whole.

The Company shall, and shall cause each of its material Subsidiaries to, keep true books of records and accounts in which full and correct entries will be made of all its business transactions, in accordance with sound business practices, and reflect in its financial statements adequate accruals and appropriations to reserves, all in accordance with GAAP.

The Company shall, and shall cause each of its material Subsidiaries to, comply with all statutes, laws, ordinances, or government rules and regulations to which it is subject, non-compliance with which would materially adversely affect the business, prospects, earnings, properties, assets or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole.

Section 4.09. Limitation on Transactions with Affiliates.

The Company shall not, and shall not permit any of its Subsidiaries to, sell, lease, transfer or otherwise dispose of any of its Properties to, or purchase any Property from, or enter into any contract,

agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an 'Affiliate Transaction'), unless (a) such Affiliate Transaction is on terms that are not materially less favorable to the Company or the relevant Subsidiary than those that would have been obtained at the time in a comparable transaction by the Company or such Subsidiary with an unrelated person ; (b) with respect to any Affiliate Transaction involving aggregate payments in excess of $1,000,000, the Company delivers to the Trustee a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above and such Affiliate Transaction is approved by a majority of the disinterested members of the Board of Directors; and (c) with respect to any Affiliate Transaction (other than an Affiliate Transaction described in the final proviso below in this Section 4.09) involving aggregate payments in excess of $2,500,000, the Company delivers to the Trustee an opinion as to the fairness of such Affiliate Transaction to the Company or such Subsidiary from a financial point of view issued by an independent investment banking firm or an independent engineer, appraiser or other expert; provided, however, that (i) any employment, consulting, severance, bonus or benefit agreement or plan entered into by the Company or any of its Subsidiaries in the ordinary course of business and consistent with the past practice of the Company or such Subsidiary and any and all payments and transactions pursuant thereto, (ii) transactions between or among the Company and/or its Subsidiaries and (iii) transactions permitted by the provisions of Section 4.06 hereof or by the covenant entitled 'Limitation on Restricted Payments' in the amended and restated indenture governing the Old Debentures, in each case, shall not be deemed Affiliate Transactions; provided, further, however, that any employment, consulting, severance or bonus agreement entered into after the date of this Indenture by the Company or any of its Subsidiaries with a Person who, other than by virtue of entering into such agreement or such Person's position pursuant to such agreement, is an Affiliate of the Company or any of its Subsidiaries, shall be deemed an Affiliate Transaction.

Section 4.10. Limitation on Ranking of Future Indebtedness.

The Company shall not incur, create, issue, assume, guarantee or otherwise become liable for any Indebtedness that is subordinate or junior in right of payment to any Senior Debt and senior in any respect in right of payment to the Notes.

Section 4.11. Board of Directors.

At least 25% of the members of the Board of Directors at any time shall be members who are not otherwise employed, on a full-time basis, by the Company or any of its Affiliates.

Section 4.12. Corporate Existence.

Subject to Article 5, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporation and will refrain from taking any action that would cause its existence as a corporation to cease, including without limitation any action that would result in its liquidation, winding up or dissolution.

Section 4.13. Change of Control

If at any time after the date of this Indenture the Board of Directors shall have become aware (whether by public filings or otherwise) of a Change of Control (the 'Change of Control Date'), then the Company shall, no later than 30 days after a Change of Control Date, make an offer to all Holders to purchase (a 'Change of Control Offer') 100% of the principal amount of Notes outstanding as of such date at a purchase price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the Change of Control Payment Date (as hereinafter defined). The Change of Control Offer shall remain open for a period of twenty business days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the 'Change of Control Offer Period'). No later than five business days after the termination of the Change of Control Offer Period (the 'Change of Control Payment Date') the Company shall purchase all Notes tendered in response to the Change of Control Offer.

If the Change of Control Payment Date is on or after an interest payment record date and on or before the related interest payment date, any accrued and unpaid interest to the Change of Control Payment Date will be paid in respect of Notes that are tendered pursuant to the Change of Control Offer to the Person in

whose name a Note is registered at the close of business on such record date, and

no additional interest will be payable to Holders who tender Notes pursuant to the Change of Control Offer.

The Company shall provide the Trustee with written notice of the Change of Control Offer at least ten days before the notice of any Change of Control Offer is mailed to Holders.

Upon the commencement of any Change of Control Offer, the Company or, at the Company's written request, the Trustee, shall send, by first class mail, a notice to each of the Holders. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. The notice, which shall govern the terms of the Change of Control Offer, shall state: (1) that the Change of Control Offer is being made pursuant to this Section 4.13 of this Indenture, the expiration of the Change of Control Offer Period and the Change of Control Payment Date; (2) that the Change of Control Offer is being made for all Notes outstanding on the date of such Offer at a price of 100% of the principal amount thereof plus accrued and unpaid interest to the Change of Control Payment Date; (3) that any Note not tendered or accepted for payment will continue to accrue interest; (4) that any Note accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date; (5) that Holders electing to have a Note purchased pursuant to any Change of Control Offer will be required to surrender the Note, with the form entitled 'Option of Holder to Elect Purchase' on the reverse of the Note (or, if no such form is provided, a letter of transmittal supplied by the Company) completed, to the Company, a depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice and before the expiration of the Change of Control Offer Period; and (6) that Holders will be entitled to withdraw their election if the Company, depositary or Paying Agent, as the case may be, receives, not later than the expiration of the Change of Control Offer Period, or such longer period as may be required by law, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and statement that such Holder is withdrawing his election to have the Note purchased.

On or before a Change of Control Payment Date, the Company shall, to the extent lawful, (i) accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) if the Company appoints a depositary or Paying Agent, deposit with such depositary or Paying Agent money sufficient to pay the purchase price of all Notes or portions thereof so accepted, (iii) deliver or cause the depositary or Paying Agent to deliver to the Trustee Notes so accepted and (iv) deliver an Officers' Certificate stating such Notes were accepted for payment by the Company in accordance with the terms of this Section 4.13. The depositary, the Paying Agent or the Company, as the case may be, shall promptly (but in any case not later than five business days after the Change of Control Payment Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase.

The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with an offer to purchase Notes upon a Change of Control.

Except as described above with respect to a Change of Control, the Company shall not be required to repurchase or redeem the Notes in the event of a takeover, recapitalization or similar restructuring.

Section 4.14. Money for Security Payments to be Held in Trust.

If the Company shall at any time act as its own Paying Agent, it shall, on or before each due date of the principal of or interest on the Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal or interest so becoming due until such sum shall be paid to such Persons or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents, it shall, on or prior to each date for the payment of the principal of or interest on the Notes, deposit with a Paying Agent a sum sufficient to pay the principal or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such payments; and, unless such Paying Agent is the Trustee, the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of or interest on the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Notes) in the making of any payment of principal or interest; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

For the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, the Company may at any time pay, or direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by the Company or any Paying Agent to the Trustee, the Company or such Paying Agent, as the case may be, shall be released from all further liability with respect to such money.

ARTICLE 5
SUCCESSORS

Section 5.01. When Company May Merge, etc.

The Company shall not consolidate or merge with or into any Person unless:

(1) the Person formed by or surviving any such consolidation or merger is a corporation organized and existing under the laws of the United States, any state thereof or the District of Columbia;

(2) the corporation formed by or surviving any such consolidation or merger assumes by supplemental indenture all the obligations of the Company under the Notes and this Indenture;

(3) immediately after the transaction no Default or Event of Default exists; and

(4) the corporation formed by or surviving any such consolidation or merger shall have Adjusted Net Worth (immediately after the transaction) equal to or greater than the Adjusted Net Worth of the Company (immediately preceding the transaction), and the aggregate combined Consolidated Net Income of such Person and the Company for the four full fiscal quarters immediately preceding such transaction shall be equal to or greater than the Consolidated Net Income of the Company (for its four full fiscal quarters immediately preceding such transaction), respectively.

The Company shall deliver to the Trustee prior to the proposed transaction an Officers' Certificate to the foregoing effect and an Opinion of Counsel stating that the proposed transaction and such supplemental indenture comply with this Indenture.

The surviving corporation shall be the successor Company.

Notwithstanding the foregoing, the Company shall be permitted to sell, lease, transfer or otherwise dispose of any or all of its assets; provided, however, that the Company shall not sell, lease, transfer or otherwise dispose of the Pledged HGA Securities or all or substantially all of the assets of HGA or, unless and until the Pledged CooperSurgical Securities are released from the security interest created by the Pledge Agreement, the Pledged CooperSurgical

Securities or all or substantially all of the assets of CooperSurgical, except to the extent otherwise permitted by, and subject to the terms of, Article 11 and the Collateral Documents.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01. Events of Default.

Each of the following constitutes an 'Event of Default' under this Indenture:

(1) default for 30 days in the payment when due of interest on the Notes (whether or not prohibited by the subordination provisions of this Indenture);

(2) default in payment of principal of the Notes (whether or not prohibited by the subordination provisions of this Indenture) when due and payable at maturity, upon repurchase under Section 4.13, upon redemption or otherwise;

(3) failure by the Company to comply with the other agreements in this Indenture , the Notes or in the Collateral Documents which failure continues for the period and after the notice specified below;

(4) default under any mortgage, indenture or other instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company, HGA or any Subsidiary of HGA or, unless and until the Pledged CooperSurgical Securities are released from the security interest created by the Pledge Agreement, CooperSurgical or any Subsidiary of CooperSurgical (or the payment of which is guaranteed by the Company, HGA or any Subsidiary of HGA or, unless and until the Pledged CooperSurgical Securities are released from the security interest created by the Pledge Agreement, CooperSurgical or any Subsidiary of CooperSurgical) whether such Indebtedness or guarantee now exists, or is created after the date of this Indenture, which default results in the acceleration of such Indebtedness prior to its express maturity and the principal amount of any such Indebtedness aggregates $5,000,000 or more (or $1,500,000 or more if such Indebtedness being accelerated was incurred pursuant to clause (c), (d) or (g) of the last paragraph of Section 4.07 of this Indenture);

(5) a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Company or any Subsidiary of the Company which judgment remains undischarged for a period (during which execution shall not be effectively stayed) of 30 days, provided that the aggregate of all such judgments exceeds $5,000,000;

(6) the Company pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property;

(D) makes a general assignment for the benefit of creditors; or

(E) generally is not able to pay its debts as they become due; and

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company in an involuntary case;

(B) appoints a Custodian of the Company or for all or substantially all of the property of the Company; or

(C) orders the liquidation of the Company,

and the order or decree remains unstayed and in effect for 60 days.

The term 'Bankruptcy Law' means title 11, U.S. Code or any similar federal or state law for the relief of debtors.

The term 'Custodian' means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

A Default under clause (3) is not an Event of Default until the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes notify the Company in writing of the Default and the Company does not cure the Default within 60 days after receipt of the notice. The

notice must specify the Default, demand that it be remedied and state that the notice is a 'Notice of Default.'

Section 6.02. Acceleration.

If an Event of Default (other than an Event of Default specified in clause (6) or (7) of Section 6.01) occurs and is continuing, the Trustee by written notice to the Company, or the Holders of not less than 25% in aggregate principal amount of the then outstanding Notes by written notice to the Company and the Trustee, may declare the unpaid principal of, and any accrued and unpaid interest on, all the Notes to be due and payable. Upon such declaration the principal and interest shall be due and payable immediately. If an Event of Default specified in clause (6) or (7) of Section 6.01 occurs, such an amount shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal or interest that has become due solely because of the acceleration) have been cured or waived.

Section 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, and interest on, the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences, except a continuing Default or Event of Default in the payment of the principal of, or interest on, the Notes. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05. Control by Majority.

Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with the law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

Section 6.06. Limitation on Suits.

A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in aggregate principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture or any of the Collateral Documents to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal and interest on the Note, on or after the respective due dates expressed in the Note, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder of the Note.

Section 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(1) or (2) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, and interest remaining unpaid on, the Notes and interest on overdue principal and, to the extent lawful, interest, and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09. Trustee May File Proofs of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 of this Indenture) and the Holders of Notes allowed in any judicial proceedings relative to the Company, its creditors or its property and shall be entitled and empowered to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and any custodian in any such judicial proceedings is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 of this Indenture. To the extent that such payment of reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel out of the estate in any such judicial proceeding shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all dividends, distributions, monies, securities and other property that the Holders may be entitled to receive in such judicial proceedings, whether in liquidation or under any plan of reorganization, arrangement or otherwise. Nothing contained herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

If the Trustee collects or receives any money or property pursuant to this Article, it shall pay out the money or property in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Senior Debt to the extent required by Article 10.

Third: to Holders of Notes for amounts due and unpaid on the Notes for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

Fourth: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes.

Section 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

ARTICLE 7
TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders of Notes, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02. Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05. Notice of Defaults.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, or interest on, any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06. Reports by Trustee to Holders of the Notes.

Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA SECTION 313(a) (but if no event described in TIA SECTION 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also

shall comply with TIA SECTION 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA SECTION 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Company and filed with the SEC and each stock exchange on which the Notes are listed. The Company shall promptly notify the Trustee when the Notes are listed on any stock exchange.

Section 7.07. Compensation and Indemnity.

The Company shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Company shall indemnify the Trustee against any and all losses, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, except as set forth below. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The obligations of the Company under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through its own negligence or bad faith.

To secure the Company's payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01 (6) or (7) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.08. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of Notes of a majority in aggregate principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10 hereof;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a Custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes

office, the Holders of a majority in aggregate principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of Notes of at least 10% in aggregate principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Holder of a Note who satisfies the requirements of TIA SECTION 310(b) may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

Section 7.09. Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any state thereof authorized under such laws to exercise corporate trustee power, shall be subject to supervision or examination by federal or state authority and shall have a combined capital and surplus of at least $100 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA SECTION 310(a)(1), (2) and (5). The Trustee is subject to TIA SECTION 310(b).

Section 7.11. Preferential Collection of Claims Against Company.

The Trustee is subject to TIA SECTION 311(a), excluding any creditor relationship listed in TIA SECTION 311(b). A Trustee who has resigned or been removed shall be subject to TIA SECTION 311(a) to the extent indicated therein.

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, with respect to the Notes, elect to have either Section 8.02 or 8.03 be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02. Legal Defeasance and Discharge.

Upon the Company's exercise under Section 8.01 of the option applicable to this Section 8.02, the Company shall be deemed to have been discharged from its obligations with respect to all outstanding Notes on the date the conditions set forth below are satisfied (hereinafter, 'Legal Defeasance'). For this purpose, such Legal Defeasance means that the Company shall be deemed to have paid and discharged

the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be 'outstanding' only for the purposes of Section 8.05 and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Notes to receive solely from the trust fund described in Section 8.04, and as more fully set forth in such Section, payments in respect of the principal of, and interest on, such Notes when such payments are due, (b) the Company's obligations with respect to such Notes under Sections 2.04, 2.06, 2.07 and 2.10, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's obligations in connection therewith and (d) this Article 8. Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 with respect to the Notes.

Section 8.03. Covenant Defeasance.

Upon the Company's exercise under Section 8.01 of the option applicable to this Section 8.03, the Company shall be released from its obligations under the covenants contained in Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13 and 4.14 with respect to the outstanding Notes on and after the date the conditions set forth below are satisfied (hereinafter, 'Covenant Defeasance'), and the Notes shall thereafter be deemed not 'outstanding' for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed 'outstanding' for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01(3), but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 of the option applicable to this Section 8.03, Sections 6.01(4) and 6.01(5) shall not constitute Events of Default.

Section 8.04. Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to application of either Section 8.02 or Section 8.03 to the outstanding Notes:

(a) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 7.10 who shall agree to comply with the provisions of this Article 8 applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Notes, (a) cash in U.S. Dollars in an amount, or (b) non-callable Government Securities which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, cash in U.S. Dollars in an amount, or (c) a combination thereof, in such amounts, as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge and which shall be applied by the Trustee (or other qualifying trustee) to pay and discharge the principal of, and interest on, the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, of such principal or installment of principal or interest; provided that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such non-callable Government Securities to said payments with respect to the Notes.

(b) In the case of an election under Section 8.02, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee confirming that (i) the Company has received from, or there has been published by, the Internal

Revenue Service a ruling or (ii) since the date hereof, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) In the case of an election under Section 8.03, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee to the effect that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to Federal income tax in the same amount, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) No Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit or, insofar as Subsection 6.01(6) or 6.01(7) is concerned, at any time in the period ending on the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until the expiration of such period);

(e) Such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Company is a party or by which the Company is bound;

(f) In the case of an election under either Section 8.02 or 8.03, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable Bankruptcy Law;

(g) In the case of an election under either Section 8.02 or 8.03, the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit made by the Company pursuant to its election under Section 8.02 or 8.03 was not made by the Company with the intent of preferring the Holders over other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(h) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel in the United States, each stating that all conditions precedent provided for relating to either the Legal Defeasance under Section 8.02 or the Covenant Defeasance under Section 8.03 (as the case may be) have been complied with as contemplated by this Section 8.04.

Section 8.05. Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the 'Trustee') pursuant to Section 8.04 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the Company's request any money or non-callable Government Securities held by it as provided in Section 8.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a)), are in excess of the amount thereof which

would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06. Repayment to Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, or interest on, any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 8.07 Reinstatement.

If the Trustee or Paying Agent is unable to apply any U.S. Dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03, as the case may be; provided, however, that, if the Company makes any payment of principal of, or interest on, any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9
AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders of Notes.

Notwithstanding Section 9.02 of this Indenture, the Company and the Trustee may amend or supplement this Indenture , the Notes or the Collateral Documents without the consent of any Holder of a Note:

(a) to cure any ambiguity, defect or inconsistency;

(b) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(c) to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any Holder of the Note; or

(d) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of the documents described in Section 9.06 hereof, the Trustee shall join with the Company in the execution of any amended or supplemental Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture which affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02. With Consent of Holders of Notes.

The Company and the Trustee may amend or supplement this Indenture, the Notes or the Collateral Documents or any amended or supplemental Indenture with the written consent of the Holders of Notes of not less than a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes), and any existing Default and its consequences or compliance with any provision of this Indenture, the Notes or the Collateral Documents may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes).

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 9.06 hereof, the Trustee shall join with the Company in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver. Subject to Sections 6.04 and 7.05 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding may waive compliance in a particular instance by the Company with any provision of this Indenture , the Notes or any of the Collateral Documents. However, without the consent of each Holder affected, an amendment or waiver may not (with respect to any Notes held by a non-consenting Holder of Notes):

(a) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes in a manner that adversely affects the rights of any Holders of Notes;

(c) reduce the rate of or change the time for payment of interest on any Note;

(d) waive a Default or Event of Default in the payment of principal of, or interest on, the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(e) make any Note payable in money other than that stated in the Notes;

(f) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of or interest on the Notes or waive a redemption payment with respect to any Note;

(g) make any change in the foregoing amendment and waiver provisions; or

(h) make any change in Article 10 that adversely affects the rights of any Holder of Notes.

Section 9.03. Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder or subsequent Holder may revoke the consent as to his Note or portion of a Note if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officers' Certificate certifying that the Holders of the requisite principal amount of Notes have consented to the amendment or waiver. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder of a Note.

The Company may (but shall not be obligated to) fix a record date for determining which Holders of the Notes must consent to such amendment, supplement or waiver. If the Company fixes a record date, the record date shall be fixed at (i) the later of 30 days prior to the first solicitation of such consent or the date of the most recent list of Holders of Notes furnished to the Trustee prior to such solicitation pursuant to Section 2.05 or (ii) such other date as the Company shall designate.

Section 9.05. Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06. Trustee to Sign Amendments, etc.

Upon receipt by the Trustee of an Opinion of Counsel and an Officers' Certificate reasonably acceptable to the Trustee, the Trustee shall sign any amended or supplemental Indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee.

ARTICLE 10
SUBORDINATION

Section 10.01. Agreement to Subordinate.

The Company agrees, and each Holder of a Note by accepting a Note agrees, that theindebtedness evidenced by the Notes is subordinated in right of payment, to the extent and in the manner provided in this Article 10, to the prior payments in full of all Senior Debt, and that the subordination is for the benefit of the holders of Senior Debt.

Section 10.02. Certain Definitions.

'Debt' means any indebtedness, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of the Company or only to a portion thereof), or evidenced by bonds, notes, debentures or similar instruments or letters of credit, or representing the balance deferred and unpaid of the purchase price of any Property or interest therein, except any such balance that constitutes a trade payable, if and to the extent such indebtedness would appear as a liability upon a balance sheet of the Company prepared on a consolidated basis in accordance with GAAP.

'Representative' means the indenture trustee or other trustee, agent or representative for an issue of Senior Debt.

'Senior Debt' means all Debt (present or future) created, incurred, assumed or guaranteed bythe Company (and all renewals, extensions or refundings thereof), unless the instrument under which such Debt is created, incurred, assumed or guaranteed expressly provides that such Debt is not senior or

superior in right of payment to the Notes. Notwithstanding anything to the contrary in the foregoing, Senior Debt shall not include (i) any Debt of the Company to any of its Subsidiaries and (ii) the Old Debentures.

Section 10.03. Liquidation; Dissolution; Bankruptcy.

Upon any distribution to creditors of the Company in a liquidation or dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(1) holders of Senior Debt shall be entitled to receive payment in full in cash of the principal of and interest (including interest accruing after the commencement of any such proceeding) to the date of payment, on the Senior Debt before Holders of Notes shall be entitled to receive any payment of principal of or interest on Notes; and

(2) until the Senior Debt is paid in full in cash, any distribution to which Holders of Notes would be entitled but for this Article shall be made to holders of Senior Debt as their interests may appear, except that Holders of Notes may receive securities that are subordinated to Senior Debt to at least the same extent as the Notes.

A distribution may consist of cash, securities or other property.

Section 10.04. Default on Senior Debt.

Upon the maturity of any Senior Debt by lapse of time, acceleration or otherwise, all such Senior Debt shall first be paid in full, or such payment duly provided for in cash or in a manner satisfactory to the holders of such Senior Debt, before any payment is made by the Company or any person acting on behalf of the Company on account of the principal of, or interest on, the Notes.

The Company may not pay principal of or interest on the Notes and may not acquire any Notes for cash or property other than capital stock of the Company if:

(1) a default on Senior Debt occurs and is continuing that permits holders of such Senior Debt to accelerate its maturity; and

(2) the default is the subject of judicial proceedings or the Company receives a notice of the default from a person who may give it pursuant to Section 10.12. If the Company receives any such notice, a similar notice received within nine months thereafter relating to the same default on the same issue of Senior Debt shall not be effective for purposes of this Section.

The Company may resume payments on the Notes and may acquire them when:

(a) the default is cured or waived, or

(b) 120 days pass after the notice is given if the default is not the subject of judicial proceedings,

if this Article otherwise permits the payment or acquisition at that time.

Section 10.05. Acceleration of Securities.

If payment of the Notes is accelerated because of an Event of Default, the Company shall promptly notify holders of Senior Debt of the acceleration. The Company may pay the Notes when 120 days pass after the acceleration occurs if this Article permits the payment at that time.

Section 10.06. When Distribution Must Be Paid Over.

In the event that notwithstanding the provisions of Section 10.04, the Company shall make any payment to the Trustee on account of the principal of, or interest on, the Notes, after the happening of a default in payment of the principal or interest on Senior Debt, or after receipt by the Company and the Trustee of written notice as provided in Sections 10.04 and 10.12 of an event of default or an event which, with the passage of time or the giving of notice or both, would constitute an event of default with respect to any Senior Debt, then, unless and until such default or event of default shall have been cured

or waived or shall have ceased to exist, such payment shall be held by the Trustee, in trust for the benefit of, and shall be paid forthwith over and delivered to, the holders of Senior Debt (pro rata as to each of such holders on the basis of the respective amounts of Senior Debt held by them) or their Representative or the trustee under the indenture or other agreement (if any) pursuant to which Senior Debt may have been issued, as their respective interests may appear, for application to the payment of all Senior Debt remaining unpaid to the extent necessary to pay all Senior Debt in full in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of Senior Debt.

If a distribution is made to Holders of Notes that because of this Article would not have been made to them, the Holders of Notes who receive the distribution shall hold it in trust for holders of Senior Debt and pay it over to them as their interests may appear.

Section 10.07. Notice by Company.

The Company shall promptly notify the Trustee and the Paying Agent of any facts known to the Company that would cause a payment of principal of or interest on the Notes to violate this Article, but failure to give such notice shall not affect the subordination of the Notes to the Senior Debt provided in this Article. Nothing in this Article 10 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

Section 10.08. Subrogation.

After all Senior Debt is paid in full and until the Notes are paid in full, Holders of Notes shall be subrogated to the rights of holders of Senior Debt to receive distributions applicable to Senior Debt to the extent that distributions otherwise payable to the Holders of Notes have been applied to the payment of Senior Debt. A distribution made under this Article to holders of Senior Debt which otherwise would have been made to Holders of Notes is not, as between the Company and Holders of Notes, a payment by the Company on the Senior Debt.

Section 10.09. Relative Rights.

This Article defines the relative rights of Holders of Notes and holders of Senior Debt. Nothing in this Indenture shall:

(1) impair, as between the Company and Holders of Notes, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Notes in accordance with their terms;

(2) impair, as between the Company and the Holders of Notes, the obligation of the Company to comply with the terms of the Collateral Documents;

(3) affect the relative rights of Holders of Notes and creditors of the Company other than holders of Senior Debt; or

(4) prevent the Trustee or any Holder of a Note from exercising its available remedies upon a Default or Event of Default (including, but not limited to, any rights and remedies under the Collateral Documents), subject to the rights of holders of Senior Debt to receive distributions otherwise payable to Holders of Notes, which rights are set forth in this Article 10.

If the Company fails because of this Article to pay principal of or interest on a Note on the due date, the failure is still a Default or Event of Default.

Section 10.10. Subordination May Not Be Impaired by Company.

No right of any holder of Senior Debt to enforce the subordination of the Indebtedness evidenced by the Notes shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

Section 10.11. Distribution or Notice to Representative.

Whenever a distribution is to be made or a notice given to holders of Senior Debt, the distribution may be made and the notice given to their Representative.

Section 10.12. Rights of Trustee and Paying Agent.

The Trustee or Paying Agent may continue to make payments on the Notes until it receives notice of facts that would cause a payment of principal of or interest on the Notes to violate this Article. Only the Company, a Representative or a holder of an issue of Senior Debt that has no Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights.

Section 10.13. Priority of Rights with Respect to Collateral.

Notwithstanding the foregoing, nothing contained in this Article 10 shall (i) prohibit the Trustee or Holders of Notes from receiving (or require them to comply with Section 10.06 hereof with respect to) the Collateral or the proceeds from the sale of the Collateral pursuant to the terms of this Indenture and the Collateral Documents or prohibit the Trustee or Holders from applying such proceeds to the repayment of the Notes or any other obligations under this Indenture or the Collateral Documents, (ii) prohibit the Company from making any payments for the purchase of Notes during the Purchase Period as contemplated by Section 3.08 hereof or any redemption of Notes required by Section 3.08, (iii) limit, impair or otherwise affect the rights hereunder or under the Collateral Documents of the Trustee or any Holder with respect to the Collateral, (iv) prevent the Trustee or any Holder from exercising any available remedy under the Collateral Documents upon a Default or Event of Default, or (v) limit, impair or otherwise affect the rights hereunder or under the Collateral Documents of the Company with respect to the Collateral, including without limitation, the Company's right to dispose of Collateral pursuant to Article 11 hereof and repurchase or redeem Notes with the proceeds of any such disposition pursuant to Section 3.08 hereof.

ARTICLE 11
COLLATERAL AND SECURITY

Section 11.01. Pledge Agreement.

The due and punctual payment of the principal of and interest on the Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of and interest (to the extent permitted by law), if any, on the Notes and performance of all other obligations of the Company to the Holders or the Trustee under this Indenture and the Notes, according to the terms hereunder or thereunder, shall be secured as provided in the Pledge Agreement which the Company has entered into simultaneously with the execution of this Indenture. Each Holder, by its acceptance of a Note, consents and agrees to the terms of the Pledge Agreement (including, without limitation, the provisions providing for foreclosure and release of Collateral) as the same may be in effect or may be amended from time to time in accordance with its terms and authorizes and directs the Trustee to enter into the Collateral Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall do or cause to be done all such acts and things as may be necessary or proper, or as may be required by the provisions of the Collateral Documents, to assure and confirm to the Trustee the security interest in the Collateral contemplated hereby, by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured thereby, according to the intent and purposes herein expressed. The Company shall take, upon request of the Trustee, any and all actions reasonably required to cause the Collateral Documents to create and maintain, as security for the obligations of the Company hereunder, a valid and enforceable perfected first priority Lien in and on all of the Collateral in favor of the Trustee for the benefit of the Holders, superior to and prior to the rights of all third

Persons, subject (as to proceeds to the extent a security interest is granted therein pursuant to the Pledge Agreement) to Section 9-306 of the Uniform Commercial Code and (as to securities or obligations of HGA or CooperSurgical issued after the date hereof that become Collateral pursuant to the terms of the Pledge Agreement or any Substituted Joint Venture Interests or money that becomes Collateral in the future pursuant to Section 11.03 hereof) to the delivery of such Collateral to the Trustee when such Collateral arises or the taking of such other appropriate actions at such time in order to create and perfect a security interest therein, which actions the Company agrees to take as promptly as practicable.

Section 11.02. Recording and Opinions.

(a) The Company, to the extent required by applicable law, shall furnish to the Trustee promptly after the execution and delivery of this Indenture an Opinion of Counsel either (i) stating that in the opinion of such counsel all action has been taken with respect to the recording, registering and filing of this Indenture, financing statements or other instruments necessary to make effective the Lien intended to be created by the Pledge Agreement, and reciting the details of such action, or (ii) stating that, in the opinion of such counsel, no such action is necessary to make such Lien effective.

(b) The Company shall, to the extent required by applicable law, furnish to the Collateral Agent and the Trustee no later than three months after each anniversary date of the date of this Indenture, an Opinion of Counsel, dated as of such date, either (i)
stating that, in the opinion of such counsel, all action has been taken with respect to the
recording, registering, filing, re-recording, re-registering and refiling of all supplemental indentures, financing statements, continuation statements or other instruments of further assurance as is necessary to maintain the Lien of the Pledge Agreement and other Collateral Documents, if any, and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given or (ii) stating that, in the opinion of such counsel, no such action is necessary to maintain such Lien.

Section 11.03. Disposition of Collateral Without Release.

(a) So long as there is no Event of Default and notice thereof by the Trustee or the Holders, the Company or any of its Subsidiaries, as the case may be, may without any release or consent by the Trustee or the Holders:

(i) contribute the Pledged CooperSurgical Securities to a joint venture (whether in the form of a partnership, corporation or other legal entity), if the Company substitutes in place of and in exchange for such Pledged CooperSurgical Securities the securities or other indicia of ownership of the joint venture received in exchange for such contribution (the 'Substituted Joint Venture Interests'); provided, that the Fair Value of such Substituted Joint Venture Interests equals or exceeds the Fair Value of the Pledged CooperSurgical Securities as of the date of, or a date reasonably close to the date of, such contribution;

(ii) alternatively (at the option of the Company) (A) sell or otherwise dispose of the Pledged CooperSurgical Securities, the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical, other than in a transaction that is a pledge or grant of a security interest to secure other Indebtedness (which shall be governed by Section 11.03(a)(iii)), if the Company deposits with the Trustee or the Paying Agent pursuant to Section 3.05 hereof an amount equal to (1) the greater of $5,000,000 or one-third of the Net Proceeds from the sale or other disposition minus (2) the aggregate principal amount of Notes previously purchased or redeemed by the Company and delivered to the Trustee for cancellation or (B) sell or otherwise dispose of the Pledged CooperSurgical Securities, the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical, other than in a transaction that is a pledge or grant of a security interest to secure other Indebtedness (which shall be governed by Section 11.03(a)(iii)), if the Company delivers to the Trustee an amount of money as Collateral in place of and in exchange for the released Pledged CooperSurgical Securities or the Substituted Joint Venture Interests which amount of money shall be equal to (1) the greater of $5,000,000 or one-third of such Net Proceeds

minus (2) the aggregate principal amount of Notes previously purchased or redeemed by the Company and delivered to the Trustee for cancellation; or

(iii) alternatively (at the option of the Company) (A) pledge the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests as collateral to secure other Indebtedness or incur Indebtedness secured by all or substantially all of the assets of CooperSurgical, if the Company deposits with the Trustee or the Paying Agent pursuant to Section 3.05 hereof an amount equal to $5,000,000 minus the aggregate principal amount of Notes previously purchased or redeemed by the Company and delivered to the Trustee for cancellation or (B) pledge the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests as collateral to secure other Indebtedness or incur Indebtedness secured by all or substantially all of the assets of CooperSurgical, if the Company delivers an amount of money to the Trustee as Collateral in place of and in exchange for the released Pledged CooperSurgical Securities or the Substituted Joint Venture Interests which amount of money shall be equal to $5,000,000 minus the aggregate principal amount of Notes previously purchased or redeemed by the Company and delivered to the Trustee for cancellation.

(b) No transaction permitted by subsections (i), (ii) or (iii) of Section 11.03(a) shall require any written or oral release by or consent of the Trustee or the Holders. Nevertheless, upon the request of the Company and the delivery by the Company to the Trustee of

(i) an Officers' Certificate certifying that no Default or Event of Default has occurred and is continuing and that the Pledged CooperSurgical Securities have been or are intended to be contributed, or that the Pledged CooperSurgical Securities, the Substituted Joint Venture Interests or all or substantially all of the assets of CooperSurgical have been or are intended to be sold or otherwise disposed of or pledged or that Indebtedness secured by all or substantially all of the assets of CooperSurgical has been or is intended to be incurred, describing such transaction and stating the applicable subsection of Section 11.03(a) pursuant to which such transaction has been or is intended to be made, and that the conditions set forth in the applicable subsection of Section 11.03(a) have been, or simultaneously with or immediately following the delivery by the Trustee of the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests pursuant to this Section 11.03(b) will be, satisfied, and

(ii) in the case of subsections Section 11.03(a)(i) only, (A) an Appraisal as to the Fair Value of the Pledged CooperSurgical Securities and the Substituted Joint Venture Interests and (B) an Opinion of Counsel stating that, in the opinion of such counsel, subject to customary assumptions, exclusions and exceptions reasonably acceptable to the Trustee, either (1) all such instruments and documents have been duly and validly executed and delivered and have been properly recorded, registered and filed and all such other action has been taken, in each case to the extent necessary to make effective the security interest in the Substituted Joint Venture Interests to be substituted for the Pledged CooperSurgical Securities to be released, and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given or (2) no such action is necessary to make the security interest in such Substituted Joint Venture Interests effective,

the Trustee shall deliver to the Company or upon its order (x) in the case of a transaction pursuant to Section 11.03(a)(i), any Pledged CooperSurgical Securities contributed pursuant to such Section 11.03(a)(i), and (y) in the case of a transaction pursuant to Section 11.03(a)(ii) or 11.03(a)(iii), all of the Pledged CooperSurgical Securities or Substituted Joint Venture Interests that are in its possession and shall execute and deliver to the Company or upon its order such releases or other documents, certificates or instruments as the Company may reasonably request to evidence the termination of the Lien and security interest or the release of such Collateral and the Company and any transferee or pledgee of such Collateral shall be entitled to rely conclusively on such release or other document, certificate or instrument.

(c) In addition to the right of the Company to engage in transactions pursuant to Section 11.03(a), the Company may, without any consent by the Trustee or the Holders, sell or otherwise dispose of, or obtain the release of, any or all of the Collateral or sell, lease, transfer or otherwise dispose of all or substantially all of the assets of HGA or CooperSurgical, if the Company deposits with the Trustee or Paying Agent money sufficient to pay pursuant to Section 3.07 hereof the redemption price of and accrued and unpaid interest on all Notes then outstanding and furnishes a notice of redemption pursuant to Section 3.01 hereof; provided, however, that, in addition, the Company may sell,

lease,

transfer or otherwise dispose of any or all of the assets of CooperSurgical without restriction after the Pledged CooperSurgical Securities are released from the security interest created by the Pledge Agreement pursuant to any provision of this Article 11. Simultaneously with the deposit of such money and the delivery by the Company to the Trustee of an Officers' Certificate complying with Section 3.01 hereof, the Trustee shall deliver to the Company or upon its order all of the Collateral in its possession and shall execute and deliver to the Company or upon its order such releases or other documents, certificates or instruments as the Company may reasonably request to evidence the termination of the Lien and security interest or the release of such Collateral and the Company and any transferee of any such Collateral shall be entitled to rely conclusively on such release or other document, certificate or instrument.

Section 11.04. Release of Collateral Upon Satisfaction of HGA Consolidated Cash Flow Test.

(a) Subject to subsection (b) of this Section 11.04 and Section 11.06, the Pledged CooperSurgical Securities or the Substituted Joint Venture Interests or any money substituted as Collateral in place of and in exchange for the Pledged CooperSurgical Securities pursuant to Section 11.03(a)(ii)(B) or 11.03(a)(iii)(B) shall be released from the security interest created by the Pledge Agreement upon the end of any eight full consecutive fiscal quarters of the Company if (i) (A) the difference between (1) the product obtained by multiplying (a) the sum of the amounts of Consolidated Cash Flow of HGA and its Subsidiaries for each of such eight consecutive fiscal quarters divided by eight and multiplied by four by (b) 7.0 and (2) the aggregate amount of Indebtedness of HGA and its Subsidiaries (other than Indebtedness to the Company or any of its Subsidiaries) outstanding as of the last day of such eighth fiscal quarter equals or exceeds (B) an amount equal to 115% of the aggregate principal amount of the Notes outstanding as of the last day of such eighth fiscal quarter and (ii) (A) the difference between (1) the product obtained by multiplying (a) the sum of the amounts of Consolidated Cash Flow of HGA and its Subsidiaries for each of the last four of such eight consecutive fiscal quarters by (b) 7.0 and (2) the aggregate amount of Indebtedness of HGA and its Subsidiaries (other than Indebtedness to the Company or any of its Subsidiaries) outstanding as of the last day of such eighth fiscal quarter equals or exceeds (B) an amount equal to 115% of the aggregate principal amount of the Notes outstanding as of the last day of such eighth fiscal quarter; provided, however, that the Trustee shall not release any Lien or security interest on any Collateral pursuant to the foregoing unless and until it shall have received from the Company an Officers' Certificate certifying that the conditions precedent set forth in this Section 11.04(a) have been satisfied (referred to in this Indenture as the 'HGA Consolidated Cash Flow Test') and such other documents required by Section 11.06 hereof. Upon compliance with the above provisions, the Trustee shall deliver to the Company the Pledged CooperSurgical Securities or any other Property so released that is in its possession and shall execute, deliver or acknowledge any necessary or proper instruments of termination, satisfaction or release to evidence the release of such Collateral.

(b) At any time when a Default or Event of Default shall have occurred and be continuing and the maturity of the Notes shall have been accelerated (whether by declaration or otherwise) and the Trustee shall have delivered a notice of acceleration to the Company, the Company shall not be permitted to request the release of the Collateral pursuant to this Section 11.04.

Section 11.05. Trust Indenture Act Requirements.

The release of any Collateral from the Liens created by this Indenture and the Collateral Documents shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Collateral or Liens are released pursuant to the terms of this Indenture and the Collateral Documents. To the extent applicable, the Company shall cause TIA SECTION 314(d) to be complied with. Any certificate or opinion required by TIA SECTION 314(d) may be made by an Officer of the Company except in cases where TIA SECTION 314(d) requires that such certificate or opinion be made by an independent person.

Section 11.06. Authorization of Actions to Be Taken by the Trustee Under the Pledge Agreement.

Subject to the provisions of Section 7.01 and 7.02 hereof, the Trustee may, in its sole discretion and without the consent of the Holders take all actions it deems necessary or appropriate in order to (a) enforce any of the terms of the Pledge Agreement and (b) collect and receive any and all amounts payable in respect of the obligations of the Company hereunder. The Trustee shall have power to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts that may be unlawful or in violation of the Pledge Agreement or this Indenture, and such suits and proceedings as the Trustee may deem expedient to preserve or protect its interests and the interests of the Holders in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest hereunder and under the Pledge Agreement or be prejudicial to the interests of the Holders or of the Trustee).

Section 11.07. Authorization of Receipt of Funds by the Trustee Under the Pledge Agreement.

The Trustee is authorized to receive any funds for the benefit of the Holders distributed under the Pledge Agreement, and to make further distributions of such funds to the Holders according to the provisions of this Indenture.

SECTION 11.08. TERMINATION OF SECURITY INTEREST.

Upon the payment in full of all obligations of the Company under this Indenture and the Notes, the Trustee shall, at the request of the Company, release the Liens pursuant to the terms of this Indenture and the Collateral Documents.

Section 11.09. Cooperation of Trustee.

In the event that the Company substitutes Collateral or pledges additional Property as Collateral pursuant to this Article 11, the Trustee shall cooperate with the Company in reasonably and promptly agreeing to the form of, and executing as required, any instruments or documents necessary to make effective the security interest in the Property to be so substituted or pledged. To the extent practicable, the terms of any security agreement or other instrument or document necessitated by any such substitution or pledge shall be comparable to the provisions of the Pledge Agreement, including, but not limited to, Section 6 thereof. Subject to, and in accordance with the requirements of this Article 11 and the terms of the Pledge Agreement, in the event that the Company engages in any transaction pursuant to Section 11.03, the Trustee shall cooperate with the Company in order to facilitate such transaction in accordance with any reasonable time schedule proposed by the Company, including by delivering and releasing the Collateral in a prompt and reasonable manner.

ARTICLE 12
MISCELLANEOUS

Section 12.01. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA SECTION 318(c), the imposed duties shall control.

Section 12.02. Notices.

Any notice or communication by the Company or the Trustee to the others is duly given if in writing and delivered in person or mailed by first class mail (registered or certified, return receipt requested), telex, telecopier or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company:

The Cooper Companies, Inc.
One Bridge Plaza, 6th Floor
Fort Lee, New Jersey 07024
Telecopier No.: (201) 585-5355
Attention: Robert S. Holcombe, Esq.

With a copy to:

Latham & Watkins
885 Third Avenue
New York, New York 10022
Telecopier No.: (212) 751-4864
Attention: Samuel A. Fishman, Esq.

If to the Trustee:

IBJ Schroder Bank & Trust Company
One State Street
New York, New York 10004
Telecopier No.: (212) 858-2952
Attention: Corporate Trust Administration

With a copy to:

Whitman Breed Abbott & Morgan
200 Park Avenue
New York, New York 10166
Telecopier No.: (212) 351-3131
Attention: Hollace T. Cohen, Esq.

The Company or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders of Notes) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder of a Note shall be mailed by (i) first class mail, certified or registered, return receipt requested, or (ii) overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA SECTION 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder of a Note or any defect in it shall not affect its sufficiency with respect to other Holders of Notes.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders of Notes, it shall mail a copy to the Trustee and each Agent at the same time.

Section 12.03. Communication by Holders of Notes with Other Holders of Notes.

Holders of the Notes may communicate pursuant to TIA SECTION 312(b) with other Holders of Notes with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA SECTION 312(c).

Section 12.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 12.05. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA SECTION 314(a)(4)) shall include:

(a) a statement that the person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been satisfied.

Section 12.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders of Notes. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07. No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company, as such, shall have any liability for any obligations of the Company under the Notes , this Indenture or any of the Collateral Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Section 12.08. Governing Law.

This Indenture shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles.

Section 12.09. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or its Subsidiaries. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.10. Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successor.

Section 12.11. Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.12. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

Section 12.13. Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SIGNATURES

Dated as of January 6, 1994

THE COOPER COMPANIES, INC.
ROBERT S. WEISS
BY: .....
NAME: ROBERT S. WEISS
TITLE: Sr. Vice President, Treasurer and
Chief Financial Officer

Attest:
MARISA F. JACOBS
..... (SEAL)

Dated as of January 6, 1994

IBJ SCHRODER BANK & TRUST COMPANY
as Trustee

NANCY R. BESSE
By: .....
NAME: NANCY R. BESSE
TITLE: Vice President

Attest:
THOMAS J. BOGERT
..... (SEAL)

EXHIBIT A

(Face of Note)

10% Senior Subordinated Secured Note
due 2003

No. $_____

THE COOPER COMPANIES, INC.

promises to pay to

_____

or its registered assigns
the principal sum of
Dollars on June 1, 2003.

Interest Payment Dates: March 1, June 1, September 1, and December 1, commencing March 1, 1994.

Record Dates: February 15, May 15, August 15, and November 15 (whether or not a Business Day).

Dated: _____ ___, _____.
THE COOPER COMPANIES, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

(SEAL)

This is one of the Notes
referred to in the within-
mentioned Indenture:

IBJ SCHRODER BANK & TRUST COMPANY, AS
TRUSTEE
BY: _____

AUTHORIZED SIGNATURE

(Back of Note)
10% Senior Subordinated Secured Note
due 2003

Capitalized terms used herein have the meanings assigned to them in the Indenture (as defined below) unless otherwise indicated.

1. Interest. The Cooper Companies, Inc., a Delaware corporation (the 'Company'), promises to pay interest on the principal amount of this Note at the rate and in the manner specified below. The Company shall pay interest on the principal amount of this Note at the rate per annum of 10%. The Company will pay interest quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 1994, or if any such day is not a Business Day on the next succeeding Business

Day (each an 'Interest Payment Date'). Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from September 1, 1993. To the extent lawful, the Company shall pay interest on overdue principal at the interest rate borne by the Notes; it shall pay interest on overdue installments of interest (without regard to any applicable grace periods) at the same rate to the extent lawful.

2. Method of Payment. The Company will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the record date next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date. The Holder hereof must surrender this Note to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Notes will be payable both as to principal and interest at the office or agency of the Company maintained for such purpose or, at the option of the Company, payment of interest may be made by check mailed to the Holders of Notes at their respective addresses set forth in the register of Holders of Notes.

3. Paying Agent and Registrar. Initially, the Trustee will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar or co-registrar without prior notice to any Holder of a Note. The Company may act in any such capacity.

4. Indenture. The Company issued the Notes under an Indenture, dated as of January 6, 1994 (the 'Indenture'), between the Company and the Trustee.
The terms of the
Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code SECTION 77aaa-77bbbb) as in effect on the date of the Indenture. The Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and such act for a statement of such terms. The terms of the Indenture shall govern any inconsistencies between the Indenture and the Notes. The Notes are general obligations of the Company limited to an aggregate principal amount not to exceed $21,875,000 plus such additional aggregate principal amount of Notes issued as a result of rounding pursuant to the terms of the Exchange Offer.

5. Collateral. In order to secure the due and punctual payment of the principal of and interest on the Notes when and as the same shall be due and payable, in accordance with the terms of the Notes and the Indenture, the Company has granted security interests in the Collateral, to the Trustee for the benefit of the Holders. Each Holder, by accepting a Note, agrees to be bound to all of the terms and provisions of the Collateral Documents, as the same may be amended from time to time. The Trustee and each Holder acknowledge that a release of any of the Collateral or Liens in accordance with the terms and provisions of the Collateral Documents and the Indenture shall not be deemed for any purpose to impair the security under the Indenture.

6. Optional Redemption. The Company shall have the option to redeem the Notes, at any time, in whole or in part, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest thereon to the applicable redemption date.

7. Mandatory Redemption. The Company shall be required to redeem or purchase the Notes or a portion thereof in connection with the sale or other disposition or pledge of certain of the Collateral or the incurrence of certain specified Indebtedness upon the terms and subject to the conditions set forth in the Indenture.

8. Notice of Redemption. Notice of redemption shall be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder of Notes are to be redeemed. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

9. Change of Control Offer. If at any time after the Board of Directors shall have become aware (whether by public filings or otherwise) of a Change of Control (as defined in the Indenture), then the Company shall, within 30 days, make a Change of Control Offer to all Holders to purchase 100% of the principal amount of Notes outstanding as of such date at a purchase price equal to 100% of

the

principal amount thereof plus accrued and unpaid interest to the date of purchase. The Change of Control Offer shall remain open for a period of twenty business days following its commencement and no longer, except to the extent that a longer period is required by applicable law. No later than five business days after the termination of the Change of Control Offer the Company shall purchase all Notes tendered in response to the Change of Control Offer.

10. Subordination. The Notes are subordinated to Senior Debt, which is all Debt (present or future) created, incurred, assumed or guaranteed by the Company (and all renewals, extensions or refundings thereof), unless the instrument under which such Debt is created, incurred, assumed or guaranteed expressly provides that such Debt is not senior or superior in right of payment to the Notes. Notwithstanding anything to the contrary in the foregoing, Senior Debt shall not include (i) any Debt of the Company to any of its Subsidiaries and (ii) the Old Debentures. Debt is any indebtedness, contingent or otherwise, in respect of borrowed money (whether or not the recourse of the lender is to the whole of the assets of the Company or only to a portion thereof), or evidenced by bonds, notes, debentures or similar instruments or letters of credit, or representing the balance deferred and unpaid of the purchase price of any Property or interest therein, except any such balance that constitutes a trade payable, if and to the extent such indebtedness would appear as a liability upon a balance sheet of the Company prepared on a consolidated basis in accordance with GAAP. To the extent provided in the Indenture, Senior Debt must be paid. The Company agrees, and each Holder by accepting a Note agrees, to the subordination and authorizes the Trustee to give it effect.

11. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder of a Note, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not exchange or register the transfer of any Note or portion of a Note selected for redemption. Also, it need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed.

12. Persons Deemed Owners. Prior to due presentment to the Trustee for registration of the transfer of this Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name this Note is registered as its absolute owner for the purpose of receiving payment of principal of, and interest on, this Note and for all other purposes whatsoever, whether or not this Note is overdue, and neither the Trustee, any Agent nor the Company shall be affected by notice to the contrary. The registered Holder of a Note shall be treated as its owner for all purposes.

13. Amendments, Supplement and Waivers. Subject to certain exceptions, the Indenture , the Notes or the Collateral Documents may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes, and any existing default or compliance with any provision of the Indenture , the Notes or the Collateral Documents may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes. Without the consent of any Holder of a Note, the Indenture , the Notes or the Collateral Documents may be amended or supplemented to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, or to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA.

14. Defaults and Remedies. Events of Default include: default for 30 days in the payment when due of interest on the Notes (whether or not prohibited by the subordination provisions of the Indenture); default in payment of principal of the Notes (whether or not prohibited by the subordination provisions of the Indenture) when due and payable at maturity, upon repurchase under Section 4.13 of the Indenture, upon redemption or otherwise; failure by the Company to comply with other agreements in the Indenture , the Notes or in the Collateral Documents which failure continues for the period and after the notice specified in the Indenture; default under any mortgage, indenture or other instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company, HGA or any Subsidiary of HGA or, unless and until the Pledged

CooperSurgical Securities are released from the security interest created by the Pledge Agreement, CooperSurgical or any Subsidiary of CooperSurgical (or the payment of which is guaranteed by the Company, HGA or any Subsidiary of HGA or, unless and until the Pledged CooperSurgical Securities are released from the security interest created by the Pledge Agreement, CooperSurgical or any Subsidiary of CooperSurgical) whether such Indebtedness or guarantee now exists, or is created after the date of the Indenture, which default results in the acceleration of such Indebtedness prior to its express maturity and the principal amount of any such Indebtedness aggregates $5,000,000 or more (or $1,500,000 or more if such Indebtedness being accelerated was incurred pursuant to clause (c), (d) or (g) of the last paragraph of Section 4.07 of the Indenture); a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Company or any Subsidiary of the Company which judgment remains undischarged for a period (during which execution shall not be effectively stayed) of 30 days; provided, that the aggregate of all such judgments exceeds $5,000,000; and certain events of bankruptcy or insolvency with respect to the Company. If an Event of Default (other than an Event of Default relating to certain events of bankruptcy or insolvency with respect to the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable without further action or notice. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

15. Trustee Dealings with Company. The Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not Trustee; however, if the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee or resign.

16. No Personal Liabilities of Directors, Officers, Employees & Stockholders. No director, officer, employee, agent, manager, stockholder or other Affiliate of the Company shall have any liability for any obligations of the Company under the Notes, the Indenture, or any of the Collateral Documents or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder of a Note by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

17. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

18. Abbreviations. Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

19. CUSIP Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders of Notes. No representation is made as to the accuracy of such numbers either as printed on

the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company will furnish to any Holder of a Note upon written request and without charge a copy of the Indenture and/or the Pledge Agreement. Request may be made to:

The Cooper Companies, Inc.
One Bridge Plaza, 6th Floor
Fort Lee, New Jersey 07024
Telecopier No.: (201) 585-5355
Attention: Corporate Secretary

ASSIGNMENT FORM

To assign this Note, fill in the form below: (I) or (we) assign and transfer this Note to

- ---

(Insert assignee's soc. sec. or tax I.D. no.)

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

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:
- ---

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have all or any part of this Note purchased by the Company pursuant to Section 4.13 of the Indenture check the box:

[ ] Section 4.13

If you want to have only part of the Note purchased by the Company pursuant to Section 4.13 of the Indenture, state the amount you elect to have purchased:

$ _____

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee.

EXECUTION COPY

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this 'Pledge Agreement') is made and entered into as of January 6, 1994 by THE COOPER COMPANIES, INC., a Delaware corporation, having its principal office at One Bridge Plaza, 6th Floor, Fort Lee, New Jersey 07024 (the 'Pledgor'), in favor of IBJ SCHRODER BANK & TRUST COMPANY, having an office at One State Street, New York, New York 10004, as trustee (the 'Trustee') for the holders (the 'Holders') of the Notes (as defined herein).

WITNESSETH:

WHEREAS, the Pledgor and the Trustee have entered into that certain indenture dated as of January 6, 1994 (as amended, restated, supplemented or otherwise modified from time to time, the 'Indenture'), pursuant to which the Pledgor is issuing on the date hereof its 10% Senior Subordinated Secured Notes due 2003 (the 'Notes'). Capitalized terms used herein or in the Schedules hereto and not otherwise defined herein or in such Schedules shall have the meanings given to such terms in the Indenture;

WHEREAS, the Pledgor is the legal and beneficial owner of (i) the outstanding shares of capital stock (the 'Pledged Shares') set forth on Schedule I hereto of the Subsidiaries listed on Schedule I hereto (the 'Issuers') and (ii) those certain intercompany promissory notes set forth on Schedule II hereto issued by the Issuers in favor of the Pledgor to evidence monies loaned or advanced by the Pledgor to the Issuers (collectively, the 'Pledged Indebtedness'); and

WHEREAS, to secure its obligations under the Indenture and the Notes (together with its obligations under this Pledge Agreement, the 'Obligations'), the Pledgor has agreed to (i) pledge to the Trustee for its benefit and the ratable benefit of the Holders, and grant to the Trustee for its benefit and the ratable benefit of the Holders, a security interest in the Collateral (as defined herein) and (ii) execute and deliver this Pledge Agreement in order to secure the payment and performance by the Pledgor of all such Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and in order to induce the Holders to accept the Notes, among other consideration, in exchange for the Old Debentures, the Pledgor hereby agrees with the Trustee for its benefit and the ratable benefit of the Holders as follows:

SECTION 1. Pledge. The Pledgor hereby pledges to the Trustee for its benefit and for the ratable benefit of the Holders, and grants to the Trustee for its benefit and the ratable benefit of the Holders, a continuing first priority security interest in all of its right, title and interest in and to the following (the 'Collateral'):

(a) the Pledged Shares and the certificates representing the Pledged Shares and, other than proceeds from the sale or disposition thereof (including the pledge thereof) pursuant to Section 11.03 of the Indenture, the proceeds received from a sale or disposition of the Pledged Shares (including the pledge thereof), subject to Section 9-306 of the Uniform Commercial Code (the 'UCC'); and

(b) all additional shares of, and all securities convertible into, and warrants, options or other rights to purchase, stock of, or equity interests in, either Issuer from time to time acquired by the Pledgor in any manner (so long as the securities of such Issuer have not previously been released from the security interest created by this Pledge Agreement), and the certificates representing such additional shares (any such additional shares shall constitute part of the Pledged Shares under and as defined in this Pledge Agreement) and, other than proceeds from the sale or disposition thereof (including the pledge thereof) pursuant to Section 11.03 of the Indenture, the proceeds received from a sale or disposition of the additional Pledged Shares (including the pledge thereof), subject to Section 9-306 of the UCC; and

(c) the Pledged Indebtedness and the instruments or other documents representing the Pledged Indebtedness and, other than proceeds from the sale or disposition thereof (including the pledge thereof) pursuant to Section 11.03 of the Indenture, the proceeds received from a sale or disposition of the Pledged Indebtedness (including the pledge thereof), subject to Section 9-306 of the UCC; and

(d) all additional promissory notes or other intercompany indebtedness (whether or not evidenced by a written instrument) made by either Issuer from time to time and held by the Pledgor in any manner (so long as the securities of such Issuer have not previously been released from the security interest created by this Pledge Agreement) (any such additional promissory notes and indebtedness shall constitute part of the Pledged Indebtedness under and as defined in this Agreement) and, other than proceeds from the sale or disposition thereof (including the pledge thereof) pursuant to Section 11.03 of the Indenture, the proceeds received from a sale or disposition of the additional Pledged Indebtedness (including the pledge thereof), subject to Section 9-306 of the UCC.

SECTION 2. Security for Obligations. This Pledge Agreement secures the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Obligations.

SECTION 3. Delivery of Collateral. All certificates or instruments representing or evidencing the Collateral shall be delivered to and held by or on behalf of the Trustee pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee.

SECTION 4. Representations and Warranties. The Pledgor hereby represents and warrants that, except as set forth in Schedule III hereto:

(a) The execution, delivery and performance by the Pledgor of this Pledge Agreement are within the Pledgor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate of incorporation or the By-laws of the Pledgor or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Pledgor or result in the creation or imposition of any lien on any assets of the Pledgor, except for the security interests granted under this Pledge Agreement.

(b) The Pledged Shares have been duly authorized and validly issued and are fully paid and non-assessable. Each instrument evidencing the Pledged Indebtedness has been duly authorized and executed by the Issuer issuing such instrument and constitutes a legal, valid and binding obligation of such Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity and commercial reasonableness.

(c) The Pledgor is the legal, record and beneficial owner of the Collateral, free and clear of any lien or claims of any person except for the security interest created by this Pledge Agreement.

(d) This Pledge Agreement has been duly executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, except as such enforceability may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity and commercial reasonableness.

(e) Upon the delivery to the Trustee of the Collateral (and as to certain proceeds thereof, subject to Section 9-306 of the UCC), the pledge of the Collateral pursuant to this Pledge Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment of the Obligations for the benefit of the Trustee and the Holders, and enforceable as such against all creditors of the Pledgor and any persons purporting to purchase any of the Collateral from the Pledgor other than as permitted hereby or by the Indenture.

(f) No consent of any other person and no consent, authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the pledge by the Pledgor of the Collateral pursuant to this Pledge Agreement or for the execution, delivery or performance of this Pledge Agreement by the Pledgor (except for filings necessary to perfect liens on certain proceeds of the Collateral).

(g) No litigation, investigation or proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of the Pledgor, threatened by or against the Pledgor or either of the Issuers with respect to this Pledge Agreement or any of the transactions contemplated hereby and, as of the date of the Pledgor's Amended and Restated Offer to Exchange and Consent Solicitation relating to the Old Debentures (the 'Amended and Restated Offer to Exchange and Consent Solicitation'), there is no other material litigation pending or, to the knowledge of the Pledgor, threatened against either of the Issuers except as set forth in the Amended and Restated Offer to Exchange and Consent Solicitation, including without limitation, in the notes to the financial statements of the respective Issuers contained therein.

(h) The Pledged Shares constitute all of the authorized, issued and outstanding capital stock of the respective Issuers beneficially owned by the Pledgor.

(i) Except for certain preemptive rights under that certain Stockholders' Agreement, dated as of November 15, 1991, by and among CooperSurgical, the Pledgor and certain other persons who have purchased Registrable Securities (as defined therein) (the 'Stockholders' Agreement'), there are no outstanding options, rights or warrants to acquire shares of capital stock of either of the Issuers.

(j) The financial statements of the Issuers contained in the Amended and Restated Offer to Exchange and Consent Solicitation have been prepared in accordance with GAAP.

(k) As of the date hereof, all information set forth herein relating to the Collateral is accurate and complete in all respects.

SECTION 5. Further Assurance. The Pledgor will execute and deliver or cause to be executed and delivered, or use its best efforts to procure, all stock powers, proxies, assignments, instruments and other documents, all in form and substance satisfactory to the Trustee, deliver any instruments to the Trustee and take any other actions that are necessary or, in the reasonable opinion of the Trustee, desirable to perfect, continue the perfection of, or protect the first priority of the Trustee's security interest in the Collateral, to protect the Collateral against the rights, claims, or interests of third persons or to effect the purposes of this Pledge Agreement. The Pledgor also hereby authorizes the Trustee to file any financing or continuation statements with respect to the Collateral without the signature of the Pledgor to the extent permitted by applicable law. The Pledgor will pay all costs incurred in connection with any of the foregoing.

SECTION 6. Beneficial Ownership; Voting Rights; Dividends.

(a) So long as no Event of Default shall have occurred and be continuing and written notice of such occurrence or continuance has not been delivered by the Trustee to the Pledgor, the Pledgor shall remain for all purposes the beneficial owner of the Collateral and the Trustee, for itself and the ratable benefit of the Holders, shall not be deemed to have a beneficial or direct or indirect ownership interest in the Collateral but, rather, to have a secured party's lien upon the Collateral in accordance with the terms hereof. Without limiting the generality of the foregoing, the Pledgor shall have the rights set forth below.

(b) So long as no Event of Default shall have occurred and be continuing and written notice of such occurrence or continuance has not been delivered by the Trustee to the Pledgor, the Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Shares or any part thereof for any purpose not inconsistent with the terms of this Pledge Agreement or the Indenture; provided, however, that the Pledgor shall not exercise or shall refrain from exercising any such right if such action would be inconsistent with or violate any provisions of this Pledge Agreement or the Indenture.

(c) So long as no Event of Default shall have occurred and be continuing and written notice of such occurrence or continuance has not been delivered by the Trustee to the Pledgor, and subject to Section 7(b) hereof, the Pledgor shall be entitled to receive and utilize, free and clear of the lien of this Pledge Agreement, all dividends and distributions paid from time to time with respect to the Pledged Shares.

(d) So long as no Event of Default shall have occurred and be continuing and written notice of such occurrence or continuance has not been delivered by the Trustee to the Pledgor, the Pledgor shall be entitled to (i) receive and utilize, free and clear of the lien of this Pledge Agreement, all payments made from time to time of principal of and interest on any of the Pledged Indebtedness (including with respect to any additional loans or advances pursuant to clause (ii)); (ii) make additional loans or advances to the Issuers (whether or not evidenced by any instrument or document and whether or not any Event of Default has occurred or written notice thereof has been given); (iii) make or modify the interest rate or any terms of the Pledged Indebtedness, including without limitation, the maturity thereof; and (iv) forgive or capitalize the Pledged Indebtedness.

(e) The Trustee shall execute and deliver (or cause to be executed and delivered) to the Pledgor all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise and receive the voting and other rights and benefits that it is entitled to exercise and receive pursuant to Sections 6(a), (b), (c) and (d) above.

(f) Upon the occurrence and during the continuance of an Event of Default and after written notice by the Trustee to the Pledgor of such occurrence or continuance pursuant to the terms of the Indenture, (i) all rights of the Pledgor to exercise the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Sections 6(a) and (b) shall cease, and all such rights shall thereupon become vested in the Trustee, which shall thereupon have the sole right to exercise such voting and other consensual rights, and (ii) all dividends, distributions and interest or principal payments payable in respect of the Collateral shall be paid to the Trustee and the Pledgor's right to receive such payments pursuant to Sections 6(a), (c) and (d) hereof shall immediately cease.

(g) Upon the occurrence and during the continuance of an Event of Default and after written notice by the Trustee to the Pledgor of such occurrence or continuance pursuant to the terms of the Indenture, the Pledgor shall execute and deliver (or cause to be executed and delivered) to the Trustee all such proxies and other instruments as the Trustee may reasonably request for the purpose of enabling the Trustee to exercise the voting and other rights that it is entitled to exercise pursuant to Section 6(f) above.

(h) All dividends, distributions and interest or principal payments that are received by the Pledgor contrary to the provisions of this Section 6 shall be received in trust for the benefit of the Trustee and the Holders, be segregated from the other property or funds of the Pledgor and be forthwith delivered to the Trustee as Collateral in the same form as so received (with any necessary endorsements).

SECTION 7. Covenants. The Pledgor covenants and agrees with the Trustee and the Holders from and after the date of this Pledge Agreement until the Obligations have been paid in full:

(a) Except as provided in Sections 11.03 of the Indenture, the Pledgor agrees that it will not (i) sell or otherwise dispose of, or grant any option or warrant with respect to, any of the Collateral or grant any option or warrant with respect to any of the capital stock of the Issuers or any of their Subsidiaries or (ii) create or permit to exist any lien upon or with respect to any of the Collateral, except for the security interest granted under this Pledge Agreement, and at all times will be the sole beneficial owner of the Collateral.

(b) The Pledgor agrees that immediately upon becoming the beneficial owner of any additional shares of capital stock, notes or other securities of any of the Issuers (so long as the securities of such Issuer have not previously been released from the security interest created by this Pledge Agreement) it will pledge and deliver to the Trustee for its benefit and the ratable

benefit of the Holders and grant to the Trustee for its benefit and the ratable benefit of the Holders, a continuing first priority security interest in such shares, notes or other securities (as well as duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Trustee). Pledgor further agrees that it will promptly deliver to the Trustee a pledge amendment, duly executed by the Pledgor, in substantially the form of Exhibit A hereto (a 'Pledge Amendment'), with respect to the additional Collateral that is to be pledged pursuant to this Pledge Agreement. The Pledgor hereby authorizes the Trustee to attach each Pledge Amendment to this Agreement and agrees that any stock, notes or other securities listed on any Pledge Amendment delivered to the Trustee shall for all purposes hereunder be considered Collateral.

SECTION 8. Power of Attorney. In addition to all of the powers granted to the Trustee pursuant to Article 6 of the Indenture, the Pledgor hereby appoints and constitutes the Trustee as the Pledgor's attorney-in-fact to exercise all of the following powers upon and at any time after the occurrence and during the continuance of an Event of Default and after written notice by the Trustee to the Pledgor of such occurrence or continuance pursuant to the terms of the Indenture: (i) collection of the proceeds from the sale or disposition of any Collateral; (ii) conveyance of any item of Collateral to any purchaser thereof; (iii) giving of any notices or recording of any liens under Section 5 hereof; (iv) making of any payments or taking any acts under Section 9 hereof; and (v) paying or discharging liens levied or placed upon the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Trustee in its sole discretion, and such payments made by the Trustee to become the Obligations of the Pledgor to the Trustee, due and payable immediately upon demand. This power of attorney is coupled with an interest and is irrevocable by the Pledgor.

SECTION 9. Trustee May Perform. If the Pledgor fails to perform any agreement contained herein, the Trustee may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Trustee incurred in connection therewith shall be payable by the Pledgor under Section 14 hereof.

SECTION 10. No Assumption of Duties; Reasonable Care. The rights and powers granted to the Trustee hereunder are being granted in order to preserve and protect the Trustee's and the Holders' security interest in and to the Collateral granted hereby and shall not be interpreted to, and shall not, impose any duties on the Trustee in connection therewith. The Trustee shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Trustee accords similar property in similar situations, it being understood that the Trustee shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Trustee has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral.

SECTION 11. Subsequent Changes Affecting Collateral. The Pledgor represents to the Trustee and the Holders that the Pledgor has made its own arrangements for keeping informed of changes or potential changes affecting the Collateral (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, payments of interest and/or principal, reorganization or other exchanges, tender offers and voting rights), and the Pledgor agrees that the Trustee and the Holders shall have no responsibility or liability for informing the Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto.

SECTION 12. Remedies Upon Event of Default and Written Notice.

(a) If any Event of Default shall have occurred and be continuing and after written notice by the Trustee to the Pledgor of such occurrence or continuance pursuant to the terms of the Indenture, the Trustee and the Holders shall have, in addition to all other rights given by law or by this Pledge Agreement or the Indenture, all of the rights and remedies with respect to the Collateral of a secured party under the UCC in effect in the State of New York at that time. In addition, the Trustee may, with written notice to the Pledgor, transfer or register, and

the Pledgor shall register or cause to be registered upon request therefore by the Trustee, the Collateral or any part thereof on the books of the Issuer thereof into the name of the Trustee or the Trustee's nominee(s). In addition, with respect to any Collateral that shall then be in or shall thereafter come into the possession or custody of the Trustee, the Trustee may sell or cause the same to be sold at any broker's board or at public or private sale, in one or more sales or lots, at such price or prices as the Trustee may deem best, for cash or on credit or for future delivery, without assumption of any credit risk. The purchaser of any or all Collateral so sold shall thereafter hold the same absolutely, free from any claim, encumbrance or right of any kind whatsoever. Unless any of the Collateral threatens to decline speedily in value or is or becomes of a type sold on a recognized market, the Trustee will give the Pledgor reasonable written notice of the time and place of any public sale thereof, or of the time after which any private sale or other intended disposition is to be made. Any sale of the Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies, commercial finance companies, or other financial institutions disposing of property similar to the Collateral shall be deemed to be commercially reasonable. Any requirements of reasonable written notice shall be met if such notice is mailed to the Pledgor as provided in Section 16.1 herein, at least thirty (30) days before the time of the sale or disposition. The Trustee or any Holder may, in its own name or in the name of a designee or nominee, buy any of the Collateral at any public sale and, if permitted by applicable law, at any private sale. All fees and expenses (including court costs and reasonable attorneys' fees, expenses and disbursements) of, or incident to, the enforcement of any of the provisions hereof shall be recoverable from the proceeds of the sale or other disposition of the Collateral.

(b) THE COLLATERAL HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION AND MAY NOT BE SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR A VALID EXCEPTION THEREFROM AND COMPLIANCE WITH ALL APPLICABLE SECURITIES OR BLUE SKY LAWS.

SECTION 13. Irrevocable Authorization and Instruction to the Issuers. The Pledgor hereby authorizes and instructs each Issuer to comply with any instruction received by the Issuer from the Trustee that (i) states that an Event of Default has occurred, (ii) provides proof of written notice by the Trustee to the Pledgor of such Event of Default, and (iii) is otherwise in accordance with the terms of this Pledge Agreement, without any other or further instructions from the Pledgor, and the Pledgor agrees that each Issuer shall be fully protected in so complying.

SECTION 14. Expenses. The Pledgor will upon demand pay to the Trustee the amount of any and all reasonable fees and expenses, including, without limitation, the reasonable fees, expenses and disbursements of its counsel, experts and agents retained by the Trustee that the Trustee may incur in connection with (i) the administration of this Pledge Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Trustee and the Holders hereunder or (iv) the failure by the Pledgor to perform or observe any of the provisions hereof.

SECTION 15. Security Interest Absolute. All rights of the Trustee and the Holders of security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Indenture or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Indenture;

(c) any exchange, surrender, release or non-perfection of any liens on any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor with respect to the Obligations of this Pledge Agreement.

SECTION 16. Miscellaneous Provisions.

SECTION 16.1 Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in the form and manner, and delivered to each of the parties hereto at their respective addresses, as set forth or provided for in Section 12.02 of the Indenture.

SECTION 16.2 Sales of Collateral. No sales of Collateral may be made in contravention of the terms of the Indenture and this Pledge Agreement.

SECTION 16.3 No Adverse Interpretation of Other Agreements. This Pledge Agreement may not be used to interpret another pledge, security or debt agreement of the Pledgor, any Issuer or any subsidiary thereof other than the Indenture. No such pledge, security or debt agreement other than the Indenture may be used to interpret this Pledge Agreement. The terms of the Indenture shall govern any inconsistencies between the Indenture and this Pledge Agreement.

SECTION 16.4 Severability. The provisions of this Pledge Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Pledge Agreement in any jurisdiction.

SECTION 16.5 Headings. The headings in this Pledge Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 16.6 Counterpart Originals. This Pledge Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

SECTION 16.7 Benefits of Pledge Agreement. Nothing in this Pledge Agreement, express or implied, shall give to any person, other than the parties hereto and their successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Pledge Agreement.

SECTION 16.8 Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Pledge Agreement and any consent to any departure by the Pledgor from any provision of this Pledge Agreement shall be effective only if made or given in compliance with all of the terms and provisions of the Indenture and neither the Trustee nor any Holder shall be deemed, by any act, delay, indulgence, omission or otherwise, to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. Failure of the Trustee or any Holder to exercise, or delay in exercising, any right, power or privilege hereunder shall not operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Trustee or any Holder of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Trustee or such Holder would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

SECTION 16.9 Interpretation of Pledge Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture. All terms not defined herein or in the Indenture shall have the meaning set forth in the applicable UCC, except where the context otherwise requires. To the extent a term or provision of this Pledge Agreement conflicts with the Indenture, the Indenture shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Pledge Agreement shall not be relevant to determine the meaning of this Pledge Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

SECTION 16.10 Continuing Security Interest; Transfer of Securities. This Pledge Agreement shall create a continuing security interest in the Collateral and shall, unless otherwise provided in the Indenture or in this Pledge Agreement, remain in full force and effect until the payment in full of (A) the Notes under the terms of the Indenture and (B) all Obligations then due and owing under the Indenture, the Notes and this Pledge Agreement; provided, however, that after receipt from the Pledgor by the Trustee of a request for a release of any Collateral permitted under Section 11.03, 11.04, or 11.05 of the Indenture, and upon satisfaction of the conditions precedent thereto set forth in Article 11 of the Indenture, such Collateral and all proceeds thereof shall be released from the lien and security interest created hereunder and no longer constitute Collateral and the Trustee shall otherwise comply with Article 11 of the Indenture. Upon the payment in full of (A) the Notes under the terms of the Indenture and (B) all Obligations then due and owing under the Indenture, the Notes and this Pledge Agreement, the Pledgor shall be entitled to the return, upon its request and at its expense, of such of the Collateral pledged by it as shall not have been sold, disposed of, retained or otherwise applied pursuant to the terms hereof. This Pledge Agreement shall be binding upon the Pledgor, its successors and assigns, and inure, together with the rights and remedies of the Trustee hereunder, to the benefit of the Trustee, the Holders and their respective successors, transferees and assigns.

SECTION 16.11 Reinstatement. This Pledge Agreement shall continue to be effective or be reinstated if at any time any amount received by the Trustee or any Holder in respect of the Obligations is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Pledgor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for the Pledgor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

SECTION 16.12 Survival of Provisions. All representations, warranties and covenants of the Pledgor contained herein shall survive the execution and delivery of this Pledge Agreement, and shall terminate only upon the full and final payment and performance by the Pledgor of the Obligations.

SECTION 16.13 Demand or Notice. The Pledgor waives the right to presentment and demand for payment of any of the Obligations, protest and notice of dishonor or default with respect to any of the Obligations, and all other notices to which the Pledgor might otherwise be entitled, except as otherwise expressly provided herein or in the Indenture.

SECTION 16.14 Authority of the Trustee.

(a) The Trustee shall have and be entitled to exercise all powers hereunder that are specifically granted to the Trustee by the terms hereof, together with such powers as are reasonably incident thereto. The Trustee may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Trustee, any director, officer, employee, attorney or agent of the Trustee nor the Holders shall be liable to the Pledgor for any action taken or omitted to be taken by it or them hereunder, except for its or their own negligence or willful misconduct, nor shall the Trustee be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Trustee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

(b) The Pledgor acknowledges that the rights and responsibilities of the Trustee under this Pledge Agreement with respect to any action taken by the Trustee or the exercise or non-exercise by the Trustee of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Pledge Agreement shall, as between the Trustee and the Holders, be governed by the Indenture and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Trustee and the Pledgor, the Trustee shall be conclusively presumed to be acting as agent for the Holders

with full and valid authority so to act or refrain from acting, and the Pledgor shall not be obligated or entitled to make any inquiry respecting such authority.

SECTION 16.15 Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that they will not render this Pledge Agreement not entitled to be recorded, registered or filed under provisions of any applicable law.

SECTION 16.16 Release; Termination of Pledge Agreement.

(a) Subject to the provisions of Section 16.11 hereof, this Pledge Agreement and the liens in respect of the Collateral shall terminate (i) upon payment in full of (A) the Notes under the terms of the Indenture and (B) all Obligations then due and owing under the Indenture, the Notes and this Pledge Agreement, (ii) upon Legal Defeasance of all of the Obligations pursuant to Section 8.02 of the Indenture (other than those surviving Obligations specified therein), or (iii) with respect to any Collateral, upon the release thereof pursuant to Article 11 of the Indenture. At such time and after payment to the Trustee of its fees and expenses (including the fees and expenses of legal counsel) due and owing hereunder and under the Indenture and the Notes, the Trustee shall, at the request of the Pledgor, reassign and redeliver to the Pledgor all of the Collateral hereunder that has not been sold, disposed of, retained or otherwise applied by the Trustee in accordance with the terms of the Indenture free and clear of the lien and security interest under this Pledge Agreement. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee, except as to the absence of any prior assignments by the Trustee of its interest in the Collateral, and shall be at the expense of the Pledgor.

(b) The Pledgor agrees that it will not, except as contemplated by Article 11 of the Indenture, contribute, sell or otherwise dispose of or pledge any of the Collateral, provided, however, that if the Pledgor shall contribute, sell or otherwise dispose of or pledge any of the Collateral in a manner contemplated by Article 11 of the Indenture, the Trustee shall, upon the satisfaction of all conditions precedent thereto, at the request of the Pledgor, release the Collateral subject to such disposition free and clear of the lien and security interest under this Pledge Agreement and shall otherwise comply with Article 11 of the Indenture.

SECTION 16.17 Stockholders' Agreement. The Trustee hereby agrees to be bound by and comply with all of the provisions of Section 4 of the Stockholders' Agreement as and to the same extent applicable to the Pledgor.

SECTION 16.18 Final Expression. This Pledge Agreement, together with any other agreement executed in connection herewith, is intended by the parties as a final expression of this Pledge Agreement and is intended as a complete and exclusive statement of the terms and conditions thereof.

SECTION 16.19 Rights of Holders. No Holder shall have any independent rights hereunder other than those rights granted to individual Holders pursuant to Section 6.06 of the Indenture.

SECTION 16.20 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(i) THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE PLEDGOR, THE TRUSTEE AND THE HOLDERS IN CONNECTION WITH THIS PLEDGE AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

(ii) THE PLEDGOR AGREES THAT THE TRUSTEE SHALL, IN ITS CAPACITY AS TRUSTEE OR IN THE NAME AND ON BEHALF OF ANY HOLDERS, HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED

AGAINST THE PLEDGOR OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE TRUSTEE TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE TRUSTEE. THE PLEDGOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE TRUSTEE HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(iii) THE PLEDGOR AND THE TRUSTEE EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS PLEDGE AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Pledgor and the Trustee have each caused this Pledge Agreement to be duly executed and delivered as of the date first above written.

PLEDGOR:

THE COOPER COMPANIES, INC.,
a Delaware corporation

By: /s/ ROBERT S. WEISS
.....
Name: Robert S. Weiss
Title: Sr. Vice President, Treasurer
and Chief Financial Officer

TRUSTEE:

IBJ SCHRODER BANK & TRUST COMPANY,
as Trustee

By: Nancy R. Besse
.....
Name: Nancy R. Besse
Title: Vice President

SCHEDULE I
PLEDGED SHARES

ISSUER	NUMBER AND CLASS OF PLEDGED SHARES	SHARE CERTIFICATE NUMBER	PERCENTAGE OF OUTSTANDING
Hospital Group of America, Inc.	1,000 shares of Common Stock	1	100%
CooperSurgical, Inc.	640,000 shares of Series A Preferred Stock	1	100% of outstanding Series A Preferred Stock (representing approximately 98% of the outstanding voting power)

SCHEDULE II
PLEDGED INDEBTEDNESS

ISSUER	DESCRIPTION OF INDEBTEDNESS	PRINCIPAL AMOUNT OF INDEBTEDNESS
PSG Acquisition, Inc. (Prior name of Hospital Group of America, Inc.)	Subordinated Promissory Notes dated May 29, 1992 payable May 29, 2002	$16,000,000 (subject to increase as set forth in Section 4(a) thereof)
Hospital Group of America, Inc.	Demand Note dated December 1, 1993	$1,000,000 or such other amount as shall be reflected as an intercompany receivable from Hospital Group of America, Inc. in accordance with The Cooper Companies, Inc.'s books and records at the time then outstanding, other than the intercompany indebtedness represented by that certain Subordinated Promissory Note of PSG Acquisition, Inc. (prior name of Hospital Group of America, Inc.) dated May 29, 1992
CooperSurgical, Inc.	Demand Note dated December 1, 1993	$22,576,732 or such other amount as shall be reflected as an intercompany receivable from CooperSurgical, Inc. in accordance with The Cooper Companies, Inc.'s books and records at the time then outstanding

SCHEDULE III
DISCLOSURE SCHEDULE

1. Section 6.7 of that certain Amended and Restated Loan and Security Agreement, dated May 29, 1992 (the 'Foothill Agreement'), among HGD, HGI, HGNJ (collectively, for purposes of the Foothill Agreement, the 'Borrower') and Foothill, provides that the Borrower will not do any of the following:

> 'Cause, permit, or suffer any change, direct or indirect, in Borrower's ownership in excess of ten percent (10%). Notwithstanding the provisions of this subsection, Foothill hereby consents to the concurrent sale of all of the issued and outstanding stock of HGA to PSG and the merger of HGA into PSG. Foothill's consent herein shall not constitute a waiver of any subsequent acts of Borrower. The foregoing notwithstanding, nothing contained herein shall in any way restrict the transfer of any of the ownership interests in The Cooper Companies, Inc. a Delaware corporation.'

A transfer of ownership pursuant to an exercise of remedies under the Pledge Agreement may require the written consent of Foothill pursuant to the foregoing covenant.

2. Section 6.26(B) of that certain Bond Purchase and Loan Agreement, dated December 18, 1985, as amended (the 'Bond Purchase Agreement'), among New Castle County, Delaware (the 'Issuer'), National Westminster Bank USA (the 'Bond Purchaser') and HGD (for purposes of the Bond Purchase Agreement, the 'Borrower'), provides the following:

> 'There shall not occur a transfer of any of the beneficial ownership interest (whether in a single transaction or a series of transactions) in the Borrower or Hospital Group of America, Inc. provided, however, that a change in the ownership of Nu-Med, Inc. shall not constitute a change in the ownership of Hospital Group of Delaware, Inc. or Hospital Group of America, Inc. without the consent of the Issuer and the Bond Purchaser.'

A transfer of ownership pursuant to an exercise of remedies under the Pledge Agreement may require the consent of the Issuer and the Bond Purchaser pursuant to the foregoing covenant.

3. The Pledgor is a party to that certain Stockholders' Agreement, dated as of November 15, 1991 (the 'Stockholders' Agreement'), by and among CooperSurgical, Inc. ('CooperSurgical'), the Pledgor and certain other persons who have purchased Registrable Securities (as defined therein). Section 4.1 of the Stockholders' Agreement provides, in part, that in the event that any Holder (as defined therein) of more than 20% of the CooperSurgical capital stock (or any permitted transferee thereof pursuant to Section 4.5 thereof (the 'Offeree')) receives one or more bona fide offers from a third-party (collectively, the 'Purchase Offer'), to purchase any Securities held by such Offeree upon specific terms and conditions, then the Offeree shall promptly notify the other Holders of the terms and conditions of such Purchase Offer, and each of the other Holders shall have the right to participate in the Offeree's sale of Securities pursuant to the specified terms and conditions of such Purchase Offer. Section 4.5 of the Stockholders' Agreement provides, in part, that the participation rights of Holders shall not pertain or apply to any pledge of the CooperSurgical stock which creates a mere security interest, provided the pledgee shall furnish the other parties to the Stockholders' Agreement with a written agreement to be bound by and comply with all provisions of Section 4 of the Stockholders' Agreement as and to the same extent applicable to the pledgor. Section 16.17 of the Pledge Agreement contains the agreement of the Trustee to be bound by and comply with all provisions of Section 4 of the Stockholders' Agreement as and to the same extent applicable to the Pledgor and a copy of the executed Pledge Agreement will be furnished to the other parties to the Stockholders' Agreement in compliance with Section 4.5 thereof. If in exercising its remedies under the Pledge Agreement the Trustee sells or transfers the Pledged CooperSurgical Shares, it will be obligated to comply with the provisions of Section 4 of the Stockholders' Agreement.

EXHIBIT A
PLEDGE AMENDMENT

This Pledge Amendment, dated , , is delivered pursuant to Section 7 of the Pledge Agreement referred to below. The undersigned hereby pledges to the Trustee for its benefit and the ratable benefit of the Holders, and grants to the Trustee for its benefit and the ratable benefit of the Holders, a continuing first priority security interest in all of its right, title and interest in the shares of stock and intercompany notes listed on Schedule A hereto.

The undersigned hereby agrees that this Pledge Amendment may be attached to the Pledge Agreement, dated as of , 1994, between the undersigned and IBJ Schroder Bank & Trust Company, as Trustee (the 'Pledge Agreement'); capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Pledge Agreement; and the Collateral listed on this Pledge Amendment shall be deemed to be part of the Collateral, and shall become part of the Collateral and shall secure all Obligations.

[PLEDGOR]

By:
.....
Name:
Title:

SCHEDULE A
PLEDGED SHARES

ISSUER	NUMBER AND CLASS OF PLEDGED SHARES	SHARE CERTIFICATE NUMBER	PERCENTAGE OF OUTSTANDING

PLEDGED INDEBTEDNESS

ISSUER	DESCRIPTION OF INDEBTEDNESS	PRINCIPAL AMOUNT OF INDEBTEDNESS