

or controlled, directly or indirectly, by the Guarantor or by one or more Subsidiaries and which is consolidated in the Guarantor's latest consolidated financial statements filed with the Securities and Exchange Commission or provided generally to the Guarantor's shareholders

MERGER, CONSOLIDATION OR SALE OF ASSETS

Cooper may not merge into or consolidate with or convey or transfer its properties and assets substantially as an entirety to any person unless:

- the successor corporation is a corporation organized and existing under the laws of the United States of America or any state or the District of Columbia;
- the successor corporation assumes by supplemental indenture all of Cooper's obligations under the indenture, and
- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, has occurred and is continuing

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- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, has occurred and is continuing

EVENTS OF DEFAULT

The following are events of default under the indenture

- default for 30 days in payment of any interest installment when due,
- default in the payment of principal of, or premium, if any, on, any of the debt securities of such series when due at its stated maturity, when called for redemption, by declaration or otherwise,
- default in the making of any payment for a sinking, purchase or similar fund provided for in respect of such series and continuance of such default for a period of 30 days,
- default in the performance of any other covenant in the indenture with respect to the debt securities for 90 days after notice to Cooper and the Guarantor by the trustee or by holders of 25% in principal amount of the outstanding debt securities of such series; or
- certain events of bankruptcy, insolvency and reorganization involving Cooper or the Guarantor.

However, if indicated in the prospectus supplement for a particular series of debt securities, any of the foregoing events of default may be deleted or modified from that summarized above and additional events of default may be included. No event of default for a single series of debt securities constitutes an event of default for any other series of debt securities. If an event of default described above occurs and is

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