

- change the fixed maturity (for these purposes that term does not include payments due under any sinking, purchase or similar fund) of any debt securities,

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- reduce the principal amount of any debt securities,
- reduce the rate or extend the time of payment of interest on any debt securities,
- reduce any premium payable upon the redemption of any debt securities, or
- reduce the percentage of holders of debt securities of any series required to consent to any supplemental indentures

Cooper and the Guarantor may at their option (a) be discharged from any and all obligations of the debt securities, except in each case for some obligations to register the transfer or exchange of the debt securities, replace stolen, lost or mutilated debt securities, maintain paying agencies and hold moneys for payment in trust, or (b) be released from some restrictive covenants of the indenture, including those described above under "Certain Covenants," and will not be limited by any restrictions on merger, consolidation or sales of assets, in each case if Cooper takes the following actions while no event of default is continuing with respect to payments due under the debt securities or certain events of bankruptcy, insolvency or reorganization of Cooper or the Guarantor:

- deposits with the trustee, in trust, money, U S Government Obligations or Eligible Obligations or any combination of these that through the payment of interest and principal under their terms, will provide money in an amount sufficient to pay all the principal, including any mandatory sinking fund payments, any interest and any premium on the debt securities on the dates the payments are due under the terms of the series; and
- provides to the trustee an opinion of counsel or a ruling from, or published by, the Internal Revenue Service, that holders of the debt securities of the series will not recognize income, gain or loss for federal income tax purposes from Cooper's and the Guarantor's exercise of their option and will be required to pay federal income tax on the same amount and in the same manner and at the same times as would have been the case if the option had not been exercised

In addition, Cooper and the Guarantor can also obtain a discharge under the indenture with respect to all debt securities of a series by depositing with the trustee, in trust, funds sufficient to pay at maturity or upon redemption all of the debt securities of the series, provided that all of the debt securities of the series are by their terms to become due and payable within one year. No opinion of counsel or ruling from the Internal Revenue Service is required in this case.

"U S Government Obligations" means generally (a) direct obligations of the United States of America for the payment of which its full faith and credit is pledged or (b) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case, are not callable or redeemable at the option of the issuer of the