

- if applicable, the date after which and the price or prices at which the debt securities may be redeemed,
- the principal amount of the debt securities which are issued bearing no interest or below-market interest payable upon declaration of acceleration of the maturity of the debt securities,
- any modifications of the events of default, covenants or defeasance provisions contained in the indenture pertaining to the debt securities, and
- any other terms of the debt securities

The following will occur at the office of the trustee in New York, New York

- Cooper will make all principal, premium and interest payments on the debt securities, unless Cooper elects to make interest payments by check mailed to the address of the person entitled to the payment as it appears on the register of holders of debt securities;
- the debt securities will be exchangeable for other authorized denominations; and
- transfers of the debt securities will be registrable

Cooper will issue debt securities only in fully registered form without coupons in denominations of \$1,000 or any integral multiple of \$1,000. No service charge will apply to any transfer or exchange of the debt securities, but Cooper may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange.

GUARANTEE

The debt securities will be fully and unconditionally guaranteed by the Guarantor. The guarantee will be an unsecured obligation of the Guarantor and will rank equal in right of payment with all of the Guarantor's unsecured and unsubordinated debt, unless the Guarantor is required by the covenant described below under "Certain Covenants - Covenants Limiting Secured Indebtedness" to secure the guarantee.

The aggregate amount of obligations guaranteed will be reduced to the extent necessary to prevent violation of, or becoming voidable under, applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting creditors generally.

CERTAIN COVENANTS

The indenture contains certain covenants, including, among others, those described below. Except as set forth below, Cooper is not restricted by the indenture from incurring any type of indebtedness or other obligation, from paying dividends or making distributions on its capital stock or purchasing or redeeming its capital stock. In addition, the indenture does not contain any provisions that would require Cooper to repurchase or redeem or otherwise modify the terms of any of the debt securities upon a change in control or other events involving Cooper or the Guarantor which may adversely affect the creditworthiness of the debt securities.

Covenant Limiting Secured Indebtedness. Neither the Guarantor nor any Restricted Subsidiary may

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