
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 27, 2013

KOPPERS HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

1-32737
(Commission
File Number)

20-1878963
(IRS Employer
Identification No.)

436 Seventh Avenue
Pittsburgh, Pennsylvania
(Address of principal executive offices)

15219
(Zip Code)

Registrant's telephone number, including area code: (412) 227-2001

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 27, 2013, Koppers Inc. (“Koppers”), a wholly-owned subsidiary of Koppers Holdings Inc., entered into a \$300.0 million revolving credit facility (the “Credit Agreement”) with a syndicate of banks led by PNC Capital Markets LLC and co-led by RBS Citizens N.A. and Banc of America Securities LLC as joint book runners. The Credit Agreement matures on March 27, 2018, has an initial interest rate of LIBOR plus 175 basis points, and is subject to certain covenants including, among others, maximum leverage and minimum fixed charges coverage, limitations on Koppers’ ability to incur liens or become liable with respect to a guaranty, limitations on Koppers’ ability to consummate a merger, consolidation, acquisition or dispose of certain assets and limitations on Koppers’ ability to change the nature of its business. The Credit Agreement amends and restates the existing \$300.0 million revolving credit facility, which was to expire in March 2015.

The obligation of Koppers to pay amounts outstanding under the Credit Agreement may be accelerated upon the occurrence of an “Event of Default” as defined in the Credit Agreement. Such Events of Default include, among others, (1) Koppers’ failure to pay the principal of, or interest on, borrowings under the agreement, (2) any representation or warranty of Koppers in the agreement proving to be materially false or misleading, (3) Koppers’ breach of any of its covenants contained in the agreement, (4) the bankruptcy or insolvency of Koppers and (5) the failure of certain third-party indemnitors to perform their obligations to a certain extent.

The foregoing description of the Credit Agreement does not purport to be a complete statement of the parties’ rights and obligations under the Credit Agreement and the transactions contemplated by the Credit Agreement. The foregoing description of the Credit Agreement is qualified in its entirety by reference to the Credit Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

Effective March 27, 2013, the amended and restated credit agreement by and among Koppers, the Guarantors party thereto, the Lenders party thereto, PNC Capital Markets LLC and RBS Greenwich Capital as co-lead arrangers; PNC Capital Markets LLC, Banc of America Securities LLC and RBS Greenwich Capital, as joint bookrunners; PNC Bank, National Association, as administrative agent; Bank of America, N.A., as documentation agent; and Citizens Bank of Pennsylvania, First Commonwealth Bank and Wells Fargo Bank, N.A., as syndication agents, dated as of October 31, 2008, as amended (the “Prior Credit Agreement”) was replaced by the Credit Agreement. The Prior Credit Agreement provided for a \$300.0 million revolving credit facility.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The description of the terms of the Credit Agreement set forth above in Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amended and Restated Credit Agreement by and among Koppers Inc., the Guarantors party thereto, the Lenders party thereto, PNC Capital Markets LLC and RBS Citizens N.A., as Co-Lead Arrangers; PNC Capital Markets LLC, Banc of America Securities LLC and RBS Citizens N.A., as Joint Bookrunners; PNC Bank, National Association, as Administrative Agent; Bank of America, N.A., as Documentation Agent; and Citizens Bank of Pennsylvania, First Commonwealth Bank and Wells Fargo Bank, N.A., as Syndication Agents, dated as of March 27, 2013.

SIGNATURES

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

Dated: April 1, 2013

KOPPERS HOLDINGS INC.

By: /s/ Leroy M. Ball

Leroy M. Ball

Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
10.1	Amended and Restated Credit Agreement by and among Koppers Inc., the Guarantors party thereto, the Lenders party thereto, PNC Capital Markets LLC and RBS Citizens N.A., as Co-Lead Arrangers; PNC Capital Markets LLC, Banc of America Securities LLC and RBS Citizens N.A., as Joint Bookrunners; PNC Bank, National Association, as Administrative Agent; Bank of America, N.A., as Documentation Agent; and Citizens Bank of Pennsylvania, First Commonwealth Bank and Wells Fargo Bank, N.A., as Syndication Agents, dated as of March 27, 2013.	Filed herewith.

**\$300,000,000 REVOLVING CREDIT FACILITY
AMENDED AND RESTATED CREDIT AGREEMENT**

by and among

KOPPERS INC., as Borrower

THE GUARANTORS PARTY HERETO

THE LENDERS PARTY HERETO

**PNC CAPITAL MARKETS LLC
and
RBS CITIZENS N.A., as Co-Lead Arrangers**

**PNC CAPITAL MARKETS LLC,
BANC OF AMERICA SECURITIES LLC
and
RBS CITIZENS N.A., as Joint Bookrunners**

**PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent**

**BANK OF AMERICA, N.A.,
as Documentation Agent**

**CITIZENS BANK OF PENNSYLVANIA,
FIRST COMMONWEALTH BANK
and
WELLS FARGO BANK, N.A.,
as Syndication Agents**

Dated as of March 27, 2013

TABLE OF CONTENTS

	<u>Page</u>
1. CERTAIN DEFINITIONS	1
1.1 Certain Definitions	1
1.2 Construction	34
1.3 Accounting Principles; Changes in GAAP	35
1.4 Currency Calculations	35
2. REVOLVING CREDIT AND SWING LOAN FACILITIES	36
2.1 Revolving Credit Commitments	36
2.1.1 Revolving Credit Loans; Optional Currency Loans	36
2.1.2 Swing Loan Commitment	36
2.1.3 Restatement of Commitments	36
2.2 Nature of Lenders' Obligations with Respect to Revolving Credit Loans	36
2.3 Commitment Fees	37
2.4 Termination or Reduction of Revolving Credit Commitments	37
2.5 Revolving Credit Loan Requests; Swing Loan Requests	38
2.5.1 Revolving Credit Loan Requests	38
2.5.2 Swing Loan Requests	38
2.6 Making Revolving Credit Loans and Swing Loans; Presumptions by the Administrative Agent; Repayment of Revolving Credit Loans; Borrowings to Repay Swing Loans	39
2.6.1 Making Revolving Credit Loans	39
2.6.2 Presumptions by the Administrative Agent	39
2.6.3 Making Swing Loans	40
2.6.4 Repayment of Revolving Credit Loans	40
2.6.5 Borrowings to Repay Swing Loans	40
2.6.6 Swing Loans Under Cash Management Agreements	40
2.7 Notes	41
2.8 Use of Proceeds	41
2.9 Letter of Credit Subfacility	41
2.9.1 Issuance of Letters of Credit	41
2.9.2 Letter of Credit Fees	42
2.9.3 Disbursements, Reimbursement	42
2.9.4 Repayment of Participation Advances	44
2.9.5 Documentation	44
2.9.6 Determinations to Honor Drawing Requests	45
2.9.7 Nature of Participation and Reimbursement Obligations	45
2.9.8 Indemnity	46
2.9.9 Liability for Acts and Omissions	47
2.9.10 Issuing Lender Reporting Requirements	48
2.9.11 Cash Collateral	48
2.10 Defaulting Lenders	49
2.11 Increase in Revolving Credit Commitments	50
2.11.1 Increasing Lenders and New Lenders	50

2.11.2	Treatment of Outstanding Loans and Letters of Credit	51
2.12	Utilization of Commitments in Optional Currencies	51
2.12.1	Periodic Computations of Dollar Equivalent Amounts of Revolving Credit Loans that are Optional Currency Loans and Letters of Credit Outstanding; Repayment in Same Currency	51
2.12.2	Notices From Lenders That Optional Currencies Are Unavailable to Fund New Loans	52
2.12.3	Notices From Lenders That Optional Currencies Are Unavailable to Fund Renewals of the Euro-Rate Option	52
2.12.4	European Monetary Union	53
3.	[Reserved]	54
4.	INTEREST RATES	54
4.1	Interest Rate Options	54
4.1.1	Revolving Credit Interest Rate Options; Swing Line Interest Rate	54
4.1.2	Rate Quotations	54
4.2	Interest Periods	54
4.2.1	Amount of Borrowing Tranche	55
4.2.2	Renewals	55
4.3	Interest After Default	55
4.3.1	Letter of Credit Fees, Interest Rate	55
4.3.2	Other Obligations	55
4.3.3	Acknowledgment	55
4.4	Euro-Rate Unascertainable; Illegality; Increased Costs; Deposits Not Available	55
4.4.1	Unascertainable	55
4.4.2	Illegality; Increased Costs; Deposits Not Available	55
4.4.3	Administrative Agent's and Lender's Rights	56
4.5	Selection of Interest Rate Options	57
5.	PAYMENTS	57
5.1	Payments	57
5.2	Pro Rata Treatment of Lenders	57
5.3	Sharing of Payments by Lenders	58
5.4	Presumptions by Administrative Agent	58
5.5	Interest Payment Dates	59
5.6	Voluntary Prepayments	59
5.6.1	Right to Prepay	59
5.6.2	Replacement of a Lender	60
5.6.3	Designation of a Different Lending Office	61
5.7	Mandatory Prepayments	61
5.7.1	Recovery of Insurance Proceeds	61
5.7.2	Currency Fluctuations	61
5.7.3	Application Among Loans and Interest Rate Options	61
5.8	Increased Costs	62
5.8.1	Increased Costs Generally	62
5.8.2	Capital Requirements	62

5.8.3	Certificates for Reimbursement; Repayment of Outstanding Loans; Borrowing of New Loans	63
5.8.4	Delay in Requests	63
5.9	Taxes	63
5.9.1	Issuing Lender	63
5.9.2	Payments Free of Taxes	63
5.9.3	Payment of Other Taxes by the Loan Parties	63
5.9.4	Indemnification by the Loan Parties	63
5.9.5	Indemnification by the Lenders	64
5.9.6	Evidence of Payments	64
5.9.7	Status of Lenders	64
5.9.8	Treatment of Certain Refunds	66
5.9.9	Survival	67
5.10	Indemnity	67
5.11	Settlement Date Procedures	67
5.12	Collections; Administrative Agent's Right to Notify Account Debtors	68
5.13	Currency Conversion Procedures for Judgments	68
5.14	Indemnity in Certain Events	68
6.	REPRESENTATIONS AND WARRANTIES	69
6.1	Representations and Warranties	69
6.1.1	Organization and Qualification	69
6.1.2	[Reserved]	69
6.1.3	Subsidiaries	69
6.1.4	Power and Authority	69
6.1.5	Validity and Binding Effect	69
6.1.6	No Conflict	70
6.1.7	Litigation	70
6.1.8	Title to Properties	70
6.1.9	Financial Statements	70
6.1.10	Use of Proceeds; Margin Stock	71
6.1.11	Full Disclosure	71
6.1.12	Taxes	71
6.1.13	Consents and Approvals	72
6.1.14	No Event of Default; Compliance with Instruments	72
6.1.15	Patents, Trademarks, Copyrights, Licenses, Etc.	72
6.1.16	Security Interests	72
6.1.17	Intentionally Omitted	73
6.1.18	Status of the Pledged Collateral	73
6.1.19	Insurance	73
6.1.20	Compliance with Laws	73
6.1.21	Material Contracts	73
6.1.22	Investment Companies; Regulated Entities	74
6.1.23	Plans and Benefit Arrangements	74
6.1.24	Employment Matters	75
6.1.25	Environmental Matters and Safety Matters	75
6.1.26	Senior Debt Status	78

6.1.27	Solvency	78
6.2	Updates to Schedules	78
7.	CONDITIONS OF LENDING AND ISSUANCE OF LETTERS OF CREDIT	79
7.1	First Loans and Letters of Credit	79
7.1.1	Deliveries	79
7.1.2	Payment of Fees	80
7.2	Each Loan or Letter of Credit	80
8.	COVENANTS	81
8.1	Affirmative Covenants	81
8.1.1	Preservation of Existence, Etc.	81
8.1.2	Payment of Liabilities, Including Taxes, Etc.	81
8.1.3	Maintenance of Insurance	81
8.1.4	Maintenance of Properties and Leases	81
8.1.5	Maintenance of Patents, Trademarks, Etc.	82
8.1.6	Visitation Rights	82
8.1.7	Keeping of Records and Books of Account	82
8.1.8	Plans and Benefit Arrangements	82
8.1.9	Compliance with Laws	82
8.1.10	Use of Proceeds	83
8.1.11	Further Assurances	83
8.1.12	Subordination of Intercompany Loans	83
8.1.13	Anti-Terrorism Laws	83
8.2	Negative Covenants	83
8.2.1	Indebtedness	83
8.2.2	Liens; Lien Covenants	84
8.2.3	Guaranties	85
8.2.4	Loans and Investments	85
8.2.5	Restricted Payments	86
8.2.6	Liquidations, Mergers, Consolidations, Acquisitions	87
8.2.7	Dispositions of Assets or Subsidiaries	88
8.2.8	Affiliate Transactions	89
8.2.9	Subsidiaries, Partnerships and Joint Ventures	89
8.2.10	Continuation of or Change in Business	89
8.2.11	Plans and Benefit Arrangements	90
8.2.12	Fiscal Year	90
8.2.13	Issuance of Stock	90
8.2.14	Changes in Organizational Documents; Changes in 2009 Senior Note Debt Documents	91
8.2.15	Intentionally Omitted	91
8.2.16	Minimum Fixed Charge Coverage Ratio	91
8.2.17	Maximum Leverage Ratio	91
8.3	Reporting Requirements	91
8.3.1	Quarterly Financial Statements	91
8.3.2	Annual Financial Statements	92
8.3.3	Certificate of the Borrower	92

8.3.4	Intentionally Omitted	92
8.3.5	Notice of Default	92
8.3.6	Notice of Litigation	93
8.3.7	Certain Events	93
8.3.8	Budgets, Forecasts, Other Reports and Information	93
8.3.9	Notices Regarding Plans and Benefit Arrangements	94
9.	DEFAULT	95
9.1	Events of Default	95
9.1.1	Payments Under Loan Documents	95
9.1.2	Breach of Warranty	95
9.1.3	Breach of Negative Covenants or Visitation Rights	95
9.1.4	Breach of Other Covenants	95
9.1.5	Defaults in Other Agreements or Indebtedness	96
9.1.6	Final Judgments or Orders	96
9.1.7	Loan Document Unenforceable	96
9.1.8	Uninsured Losses; Proceedings Against Assets	96
9.1.9	Notice of Lien or Assessment	96
9.1.10	Insolvency	96
9.1.11	Events Relating to Plans and Benefit Arrangements	97
9.1.12	Cessation of Business	97
9.1.13	Change of Control	97
9.1.14	Beazer East Default	97
9.1.15	Involuntary Proceedings	98
9.1.16	Voluntary Proceedings	98
9.2	Consequences of Event of Default	98
9.2.1	Events of Default Other Than Bankruptcy, Insolvency or Reorganization Proceedings	98
9.2.2	Bankruptcy, Insolvency or Reorganization Proceedings	99
9.2.3	Set-off	99
9.2.4	Application of Proceeds	99
9.2.5	Collateral Sharing	100
9.2.6	Other Rights and Remedies	100
9.2.7	Notice of Sale	100
10.	THE ADMINISTRATIVE AGENT	101
10.1	Appointment and Authority	101
10.2	Rights as a Lender	101
10.3	Exculpatory Provisions	101
10.4	Reliance by Administrative Agent	102
10.5	Delegation of Duties	102
10.6	Resignation of Administrative Agent	103
10.7	Non-Reliance on Administrative Agent and Other Lenders	103
10.8	No Other Duties, etc.	104
10.9	Administrative Agent's Fee	104
10.10	Authorization to Release Collateral and Guarantors	104
10.11	No Reliance on Administrative Agent's Customer Identification Program	104

11.	MISCELLANEOUS	104
11.1	Modifications, Amendments or Waivers	104
11.1.1	Increase of Commitment	105
11.1.2	Extension of Payment; Reduction of Principal, Interest or Fees; Modification of Terms of Payment	105
11.1.3	Release of Collateral or Guarantor	105
11.1.4	Miscellaneous	105
11.2	No Implied Waivers; Cumulative Remedies	105
11.3	Expenses; Indemnity; Damage Waiver	106
11.3.1	Costs and Expenses	106
11.3.2	Indemnification by the Borrower	106
11.3.3	Reimbursement by Lenders	107
11.3.4	Waiver of Consequential Damages, Etc.	107
11.3.5	Payments	107
11.4	Holidays	107
11.5	Notices; Effectiveness; Electronic Communication	108
11.5.1	Notices Generally	108
11.5.2	Electronic Communications	108
11.5.3	Change of Address, Etc.	108
11.6	Severability	108
11.7	Duration; Survival	109
11.8	Successors and Assigns	109
11.8.1	Successors and Assigns Generally	109
11.8.2	Assignments by Lenders	109
11.8.3	Register	111
11.8.4	Participations	111
11.8.5	Certain Pledges; Successors and Assigns Generally	112
11.9	Confidentiality	112
11.9.1	General	112
11.9.2	Sharing Information With Affiliates of the Lenders	113
11.10	Counterparts; Integration; Effectiveness	113
11.10.1	Counterparts; Integration; Effectiveness	113
11.11	CHOICE OF LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL	113
11.11.1	Governing Law	113
11.11.2	SUBMISSION TO JURISDICTION	113
11.11.3	WAIVER OF VENUE	114
11.11.4	SERVICE OF PROCESS	114
11.11.5	WAIVER OF JURY TRIAL	114
11.12	USA Patriot Act Notice	115
11.13	Joinder of Guarantors	115
11.14	Funding by Branch, Subsidiary or Affiliate	115
11.14.1	Notional Funding	115
11.14.2	Actual Funding	115
11.15	Amendment and Restatement, No Novation	116

LIST OF SCHEDULES AND EXHIBITS

SCHEDULES

SCHEDULE 1.1(A)	-	PRICING GRID
SCHEDULE 1.1(B)	-	COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES
SCHEDULE 1.1(E)	-	EXCLUDED SUBSIDIARIES
SCHEDULE 1.1(L)	-	LANDLORD'S WAIVERS - LOCATIONS
SCHEDULE 1.1(P)	-	PERMITTED LIENS
SCHEDULE 2.9.1	-	EXISTING LETTERS OF CREDIT
SCHEDULE 6.1.1	-	QUALIFICATIONS TO DO BUSINESS
SCHEDULE 6.1.3	-	SUBSIDIARIES
SCHEDULE 6.1.7	-	LITIGATION
SCHEDULE 6.1.8	-	OWNED AND LEASED REAL PROPERTY
SCHEDULE 6.1.13	-	CONSENTS AND APPROVALS
SCHEDULE 6.1.15	-	PATENTS, TRADEMARKS, COPYRIGHTS, LICENSES, ETC.
SCHEDULE 6.1.18	-	PARTNERSHIP AGREEMENTS; LLC AGREEMENTS
SCHEDULE 6.1.19	-	INSURANCE POLICIES
SCHEDULE 6.1.21	-	MATERIAL CONTRACTS
SCHEDULE 6.1.23	-	EMPLOYEE BENEFIT PLAN DISCLOSURES
SCHEDULE 6.1.25	-	ENVIRONMENTAL DISCLOSURES
SCHEDULE 7.1.1	-	MATTERS TO BE ADDRESSED BY OPINION(S) OF COUNSEL
SCHEDULE 8.1.3	-	INSURANCE REQUIREMENTS RELATING TO COLLATERAL
SCHEDULE 8.2.1	-	PERMITTED INDEBTEDNESS
SCHEDULE 8.2.3	-	GUARANTIES
SCHEDULE 8.2.4	-	PERMITTED LOANS AND INVESTMENTS
SCHEDULE 8.2.9	-	PERMITTED PARTNERSHIPS, LLCs, JOINT VENTURES
SCHEDULE 8.2.10	-	BUSINESS DESCRIPTIONS

EXHIBITS

EXHIBIT 1.1(A)	-	ASSIGNMENT AND ASSUMPTION AGREEMENT
EXHIBIT 1.1(G)(1)	-	GUARANTOR JOINDER
EXHIBIT 1.1(G)(2)	-	GUARANTY AGREEMENT
EXHIBIT 1.1(I)	-	INTERCOMPANY SUBORDINATION AGREEMENT
EXHIBIT 1.1(N)(1)	-	REVOLVING CREDIT NOTE
EXHIBIT 1.1(N)(2)	-	SWING LOAN NOTE
EXHIBIT 1.1(P)(1)	-	PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
EXHIBIT 1.1(P)(2)	-	PLEDGE AGREEMENT
EXHIBIT 1.1(S)	-	SECURITY AGREEMENT
EXHIBIT 2.5.1	-	LOAN REQUEST
EXHIBIT 2.5.2	-	SWING LOAN REQUEST
EXHIBIT 2.11	-	LENDER JOINDER
EXHIBIT 5.9.7(A)	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT 5.9.7(B)	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT 5.9.7(C)	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT 5.9.7(D)	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT 7.1.16	-	LANDLORD'S WAIVER
EXHIBIT 8.2.6	-	ACQUISITION COMPLIANCE CERTIFICATE
EXHIBIT 8.3.3	-	QUARTERLY COMPLIANCE CERTIFICATE

AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT (as hereafter amended, the “**Agreement**”) is dated as of March 27, 2013 and is made by and among KOPPERS INC., a Pennsylvania corporation (the “**Borrower**”), each of the GUARANTORS (as hereinafter defined), the LENDERS (as hereinafter defined), PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under this Agreement (hereinafter referred to in such capacity as the “**Administrative Agent**”), BANK OF AMERICA, N.A., as Documentation Agent, and CITIZENS BANK OF PENNSYLVANIA, FIRST COMMONWEALTH BANK and WELLS FARGO BANK, N.A., as Syndication Agents.

WITNESSETH:

WHEREAS, the Borrower, the Administrative Agent, the Guarantors and the Lenders are party to that certain Amended and Restated Credit Agreement dated as of October 31, 2008, as amended (the “**Existing Credit Agreement**”) pursuant to which the lenders party thereto extended to the Borrower a \$300,000,000 revolving credit facility;

WHEREAS, the Borrower has requested the Lenders to amend and restate the Existing Credit Agreement and, in connection therewith, continue to provide a revolving credit facility to the Borrower in an aggregate principal amount not to exceed \$300,000,000; and

WHEREAS, the Lenders are willing to provide such credit facility upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto covenant and agree that the Existing Credit Agreement is hereby amended and restated as follows:

1. CERTAIN DEFINITIONS

1.1 Certain Definitions. In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise:

Account shall mean any account, contract right, general intangible, chattel paper, instrument or document representing any right to payment for goods sold or services rendered, whether or not earned by performance and whether or not evidenced by a contract, instrument or document, which is now owned or hereafter acquired by the Borrower or any other Loan Party. All Accounts of the Loan Parties shall be subject to the Administrative Agent’s Prior Security Interest for the benefit of the Lenders and their respective Affiliates.

Account Debtor shall mean any Person who is or who may become obligated to the Borrower or to any other Loan Party, with respect to, or on account of, an Account.

Acquisition Compliance Certificate shall have the meaning specified in Section 8.2.6 [Liquidations, Mergers, Consolidations, Acquisitions] hereof.

Administrative Agent shall mean PNC Bank, National Association, and its successors and assigns, in its capacity as administrative agent hereunder.

Administrative Agent's Fee shall have the meaning specified in Section 10.9 [Administrative Agent's Fee].

Administrative Agent's Letter shall have the meaning specified in Section 10.9 [Administrative Agent's Fee].

Affiliate as to any Person shall mean any other Person (i) which directly or indirectly controls, is controlled by, or is under common control with such Person, (ii) which beneficially owns or holds 5% or more of any class of the voting or other equity interests of such Person, or (iii) 5% or more of any class of voting interests or other equity interests of which is beneficially owned or held, directly or indirectly, by such Person. Control, as used in this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be.

Agents shall mean, collectively, the Administrative Agent, the Documentation Agent and the Syndication Agents.

Anti-Terrorism Laws shall mean any applicable Laws relating to terrorism or money laundering, government sanctions and know-your-client requirements including Executive Order No. 13224, the USA Patriot Act, the Laws comprising or implementing the Bank Secrecy Act, and the Laws administered by the United States Treasury Department's Office of Foreign Asset Control and Canadian Anti-Money Laundering & Anti-Terrorism Legislation and the regulations promulgated thereunder (as any of the foregoing Laws may from time to time be amended, renewed, extended, or replaced).

Applicable Commitment Fee Rate shall mean, as applicable, the percentage rate per annum equal to:

- (i) 0.35% if the Revolving Facility Usage divided by the Revolving Commitments of the Lenders is less than 50%; or
- (ii) 0.25% if the Revolving Facility Usage divided by the Revolving Commitments of the Lenders is equal to or greater than 50%.

Applicable Letter of Credit Fee Rate shall mean the percentage rate per annum based on the Leverage Ratio then in effect according to the pricing grid on Schedule 1.1(A) below the heading "Letter of Credit Fee."

Applicable Margin shall mean, as applicable:

(i) the percentage spread to be added to the Base Rate applicable to Revolving Credit Loans under the Base Rate Option based on the Leverage Ratio then in effect according to the pricing grid on Schedule 1.1(A) below the heading "Revolving Credit Base Rate Spread", or

(ii) the percentage spread to be added to the Euro-Rate applicable to Revolving Credit Loans under the Euro-Rate Option based on the Leverage Ratio then in effect according to the pricing grid on Schedule 1.1(A) below the heading “Revolving Credit Euro-Rate Spread”.

Approved Fund shall mean any fund that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of business and that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender or (iii) an entity or an Affiliate of an entity that administers or manages a Lender.

As-Offered Rate shall mean an interest rate per annum (computed on the basis of a year of 360 days and actual days elapsed) applicable to the Swing Loans offered by the Swing Loan Lender, as determined by the Swing Loan Lender in its sole discretion.

Assignment and Assumption Agreement shall mean an assignment and assumption agreement entered into by a Lender and an assignee permitted under Section 11.8 [Successors and Assigns], in substantially the form of Exhibit 1.1(A).

Authorized Officer shall mean, with respect to any Loan Party, Chief Executive Officer, President, Chief Financial Officer, Treasurer, or Director of such Loan Party of such Loan Party, any manager or the members (as applicable) in the case of any Loan Party which is a limited liability company, or such other individuals, designated by written notice to the Administrative Agent from the Borrower, authorized to execute notices, reports and other documents on behalf of such Loan Party required hereunder. The Borrower may amend such list of individuals from time to time by giving written notice of such amendment to the Administrative Agent.

Base Rate shall mean, for any day, a fluctuating per annum rate of interest equal to the highest of (i) the Federal Funds Open Rate, plus 0.5%, (ii) the Prime Rate, and (iii) the Daily LIBOR Rate, plus 100 basis points (1.0%). Any change in the Base Rate (or any component thereof) shall take effect at the opening of business on the day such change occurs.

Base Rate Option shall mean the option of the Borrower to have Loans bear interest at the rate and under the terms set forth in Section 4.1.1(i) [Revolving Credit Base Rate Options].

Beazer Acquisition Agreement shall mean the Asset Purchase Agreement dated as of December 28, 1988, as amended as of July 15, 2004, by and between the Borrower and Beazer East.

Beazer Acquisition Agreement Guarantee shall mean the Guarantee of Beazer Limited of all of Beazer East’s liabilities and obligations under Article VII of the Beazer Acquisition Agreement.

Beazer East shall mean Beazer East, Inc., a Delaware corporation.

Beazer Limited shall mean Beazer Limited, an English corporation.

Benefit Arrangement shall mean at any time an “employee benefit plan”, within the meaning of Section 3(3) of ERISA, which is neither a Plan nor a Multiemployer Plan and which is maintained, sponsored or otherwise contributed to by any member of the ERISA Group.

Borrower shall have the meaning specified in the introductory paragraph.

Borrowing Date shall mean, with respect to any Loan, the date for the making thereof or the renewal or conversion thereof at or to the same or a different Interest Rate Option, which shall be a Business Day.

Borrowing Tranche shall mean specified portions of Loans outstanding as follows: (i) any Loans to which a Euro-Rate Option applies which become subject to the same Interest Rate Option under the same Loan Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche, and (ii) all Loans to which a Base Rate Option applies shall constitute one Borrowing Tranche.

Business Day shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed for business in Pittsburgh, Pennsylvania and if the applicable Business Day relates to any Loan to which the Euro-Rate Option applies, such day must also be a day on which dealings are carried on in the London interbank market.

Canadian Anti-Money Laundering & Anti-Terrorism Legislation shall mean the *Criminal Code*, R.S.C. 1985, c. C-46, *The Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, S.C. 2000, c. 17 and the *United Nations Act*, R.S.C. 1985, c. U-2 or any similar Canadian legislation, together with all rules, regulations and interpretations thereunder or related thereto including, without limitation, the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism and the United Nations Al-Qaida and Taliban Regulations* promulgated under the *United Nations Act*.

Capital Expenditures shall mean for any period, with respect to any Person, the aggregate of all expenditures by such Person for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) which are required to be capitalized under GAAP on a consolidated balance sheet of such Person.

Cash Collateralize means to pledge and deposit with or deliver to Administrative Agent, for the benefit of each Issuing Lender and the Lenders, as collateral for the Letter of Credit Obligations, or obligations of the Lenders to fund participations in respect of Letter of Credit Obligations, cash or deposit account balances pursuant to documentation satisfactory to Administrative Agent and each Issuing Lender (which documents are hereby consented to by the Lenders). Cash Collateral shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

Cash Equivalents shall mean, at any time, (i) Indebtedness with a maturity of one year or less issued or directly and fully guaranteed or insured by the United States or any agency

or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof), (ii) certificates of deposit or acceptances with a maturity of one year or less of any financial institution that is a member of the Federal Reserve System having combined capital and surplus and undivided profits of not less than \$500,000,000, (iii) commercial paper with a maturity of 270 days or less issued by a corporation (except an Affiliate of the Borrower) organized under the laws of any state of the United States or the District of Columbia or of the Commonwealth of Australia or any state thereof or of England and rated at least A-1 by Standard & Poor's or at least P-1 by Moody's, (iv) repurchase agreements with institutions described in clause (ii) with respect to investments described in clause (i), and (v) money market mutual funds or cash management trusts rated in the highest rating by Standard & Poor's or Moody's (and not rated other than in the highest rating by Standard & Poor's or Moody's) or investing solely in investments described in clauses (i) through (iv) above.

Cash Management Agreements shall have the meaning specified in Section 2.6.6 [Swing Loans Under Cash Management Agreements].

Change in Law shall mean the occurrence, after the date of this Agreement, of any of the following: (i) the adoption or taking effect of any Law, (ii) any change in any Law or in the administration, interpretation, implementation or application thereof by any Official Body or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Official Body; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

Change of Control shall mean (i) any person or group of persons (within the meaning of Sections 13(d) or 14(a) of the Securities Exchange Act of 1934, as amended) shall have acquired beneficial ownership of (within the meaning of Rule 13d-3 promulgated by the Securities and Exchange Commission under said Act) 35% or more of the voting capital stock of KI Holdings, (ii) KI Holdings shall cease to own 100% of the outstanding capital stock of the Borrower, (iii) a "Change of Control" as defined in the 2009 Senior Note Indenture shall occur, or (iv) the Borrower shall cease to own 100% of the outstanding capital stock, member interests or partnership interests of any Loan Party except as permitted in this Agreement or following the consent of the Required Lenders.

China JV Letter of Credit shall mean that certain letter of credit denominated in Renminbi and issued by The Bank of Tokyo-Mitsubishi UFJ, Ltd. in its capacity as an Issuing Lender.

CIP Regulations shall have the meaning specified in Section 10.11 [No Reliance on Administrative Agent's Customer Identification Program].

Closing Date shall mean the Business Day on which the first Loan shall be made, which shall be March 27, 2013.

Collateral shall mean the Pledged Collateral, the UCC Collateral, and the Intellectual Property Collateral.

Collateral Agent shall have the meaning specified in Section 9.2.5 [Collateral Sharing].

Collateral Documents shall have the meaning specified in Section 9.2.5 [Collateral Sharing].

Commitment shall mean as to any Lender the aggregate of its Revolving Credit Commitment and, in the case of the Swing Loan Lender, its Swing Loan Commitment, and Commitments shall mean the aggregate of the Revolving Credit Commitments and Swing Loan Commitment of all of the Lenders.

Commitment Fee shall have the meaning specified in Section 2.3 [Commitment Fees].

Commodity Exchange Act shall mean the Commodity Exchange Act (7 U.S.C. § 1 et. seq.), as amended from time to time, and any successor statute.

Compliance Certificate shall have the meaning specified in Section 8.3.3 [Certificate of the Borrower].

Computation Date shall have the meaning specified in Section 2.12.1 [Periodic Computations of Dollar Equivalent amounts of Revolving Credit Loans and Letters of Credit Outstanding, Etc.].

Connection Income Taxes shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

Consideration shall mean with respect to any Permitted Acquisition, the aggregate of (i) the cash paid by the Borrower or any of its respective Subsidiaries, directly or indirectly, to the seller in connection therewith, (ii) the Indebtedness incurred or assumed by Borrower or any of its Subsidiaries, whether in favor of the seller or otherwise and whether fixed or contingent, (iii) any Guaranty given or incurred by the Borrower or any of its respective Subsidiaries in connection therewith, and (iv) any other consideration given or obligation incurred by the Borrower or any of its respective Subsidiaries in connection therewith.

Consolidated EBITDA for any period of determination shall mean (i) the sum of, without duplication, (a) net income, (b) depreciation, (c) depletion, (d) amortization, (e) other non-recurring, non-cash charges to net income, (f) losses on the sale of assets outside the ordinary course of business, (g) interest expense, (h) income tax expense, (i) cash dividends received from Affiliates to the extent not included in determining Consolidated Net Income, (j) equity losses of Affiliates (other than Consolidated Subsidiaries) to the extent included in

determining Consolidated Net Income for such period, and (k) non-recurring cash and non-cash charges to net income in an aggregate cumulative amount not greater than \$10,000,000 related to discontinuation or sale of business operations of the Borrower and its Subsidiaries as such charges are incurred, minus (ii) the sum of non-recurring, non-cash credits to net income, gains on the sale of assets outside the ordinary course of business, and equity earnings of Affiliates (other than Consolidated Subsidiaries) to the extent included in determining Consolidated Net Income for such period, in each case of the Borrower and its Subsidiaries for such period determined and consolidated in accordance with GAAP. For purposes of determining Consolidated EBITDA, items related to Excluded Subsidiaries shall be excluded, except that cash dividends paid by an Excluded Subsidiary to a wholly-owned Subsidiary of the Borrower (other than Koppers Beijing, Koppers Mauritius or any of their respective subsidiaries) shall be included in Consolidated EBITDA, but only to the extent that such dividends paid by the Excluded Subsidiaries exceed the loans, advances and investments made by the Loan Parties in or to such Excluded Subsidiaries and their respective subsidiaries during the period of measurement. For purposes of this definition, with respect to a business acquired by the Loan Parties pursuant to a Permitted Acquisition, Consolidated EBITDA as reported in the maximum Leverage Ratio shall be calculated on a pro forma basis, using (i) historical numbers, in accordance with GAAP as if the Permitted Acquisition had been consummated at the beginning of such period or (ii) financial effects that are reasonably identifiable and factually supportable, as projected by the Borrower in good faith, and agreed to by the Administrative Agent, and set forth in a certificate delivered by an Authorized Officer of the Borrower to the Administrative Agent (which certificate shall also set forth in reasonable detail the calculation of such financial effects). Additionally, for purposes of this definition, with respect to a business or assets disposed of by the Loan Parties pursuant to Section 8.2.7 [Disposition of Assets or Subsidiaries] hereof, Consolidated EBITDA as reported in the maximum Leverage Ratio shall be calculated as if such disposition had been consummated at the beginning of such period.

Consolidated Net Income for any period of determination shall mean the consolidated net income (or loss) after taxes of the Borrower and its Consolidated Subsidiaries determined and consolidated in accordance with GAAP.

Consolidated Net Tangible Assets shall mean, at any time, the total assets of the Borrower and its Subsidiaries, less all Intangible Assets, as set forth on the consolidated balance sheet of the Borrower as of the end of the most recently concluded fiscal quarter of the Borrower (but excluding the assets and Intangible Assets of the Excluded Subsidiaries and their respective subsidiaries).

Consolidated Subsidiaries of the Borrower shall mean those Subsidiaries whose accounts are or should be consolidated with those of the Borrower at such time.

Contamination shall mean the presence or release or threat of release of Regulated Substances in, on, under or migrating to or from the Property, which pursuant to Environmental Laws requires notification or reporting to an Official Body, or which pursuant to Environmental Laws requires the performance of a Remedial Action or which otherwise constitutes a violation of Environmental Laws.

Currency Agreement shall mean any foreign exchange contract, currency swap agreement or other similar agreement or arrangement, among the Borrower or any of its Subsidiaries, on the one hand, and one or more financial institutions, on the other hand, designed to protect the Borrower or any of its Subsidiaries against fluctuations in currency values.

Daily LIBOR Rate shall mean, for any day, the rate per annum determined by the Administrative Agent by dividing (x) the Published Rate by (y) a number equal to 1.00 *minus* the Euro-Rate Reserve Percentage on such day.

Defaulting Lender shall mean any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swing Loans or (iii) pay over to the Administrative Agent, the Issuing Lenders, PNC (as the Swing Loan Lender) or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within two Business Days after request by the Administrative Agent or the Borrower, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swing Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's or the Borrower's receipt of such certification in form and substance satisfactory to the Administrative Agent or the Borrower, as the case may be, (d) has become the subject of a Bankruptcy Event or (e) has failed at any time to comply with the provisions of Section 5.3 [Sharing of Payments by Lenders] with respect to purchasing participations from the other Lenders, whereby such Lender's share of any payment received, whether by setoff or otherwise, is in excess of its Ratable Share of such payments due and payable to all of the Lenders.

As used in this definition and in Section 2.10 [Defaulting Lenders], the term "Bankruptcy Event" means, with respect to any Person, such Person or such Person's direct or indirect parent company becoming the subject of a bankruptcy or insolvency proceeding, or having had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person or such Person's direct or indirect parent company by an Official Body or instrumentality thereof if, and only if, such ownership interest does not result in or provide such Person with immunity from the

jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Official Body or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

Dollar, Dollars, U.S. Dollars and the symbol \$ shall mean lawful money of the United States of America.

Dollar Equivalent shall mean, with respect to any amount of any currency, as of any Computation Date, the Equivalent Amount of such currency expressed in Dollars.

Drawing Date shall have the meaning specified in Section 2.9.3 [Disbursements, Reimbursement].

Environmental Complaint shall mean any (i) notice of non-compliance or violation, citation or order relating in any way to any Environmental Law, Environmental Permit, Contamination or Regulated Substance; (ii) civil, criminal, administrative or regulatory investigation instituted by an Official Body relating in any way to any Environmental Law, Environmental Permit, Contamination or Regulated Substance; (iii) administrative, regulatory or judicial action, suit, claim or proceeding instituted by any Person or Official Body or any written notice of liability or potential liability from any Person or Official Body, in either instance, setting forth allegations relating to or a cause of action for personal injury (including but not limited to death), property damage, natural resource damage, contribution or indemnity for the costs associated with the performance of Remedial Actions, direct recovery for the costs associated with the performance of Remedial Actions, liens or encumbrances attached to or recorded or levied against property for the costs associated with the performance of Remedial Actions, civil or administrative penalties, criminal fines or penalties, or declaratory or equitable relief arising under any Environmental Laws; or (iv) subpoena, request for information or other written notice or demand of any type issued by an Official Body pursuant to any Environmental Laws.

Environmental Laws shall mean all federal, territorial, tribal, state, local and foreign Laws (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § § 1251 et seq., the Federal Safe Drinking Water Act, 42 U.S.C. § § 300f-300j, the Federal Air Pollution Control Act, 42 U.S.C. § 7401 et seq., the Oil Pollution Act, 33 U.S.C. § 2701 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § § 136 to 136y, each as amended, and any regulations promulgated thereunder or any equivalent state or local Law, each as amended, and any regulations promulgated thereunder) and any consent decrees, settlement agreements, judgments, orders, directives, policies or programs issued by or entered into with an Official Body pertaining or relating to: (i) pollution or pollution control; (ii) protection of human health from exposure to Regulated Substances (iii) protection of the environment and/or natural resources; (iv) the presence, use, management, generation, manufacture, processing, extraction, treatment, recycling, refining, reclamation, labeling, sale, transport, storage, collection, distribution, disposal or release or threat of release of Regulated Substances; (v) the presence of Contamination; (vi) the protection of endangered or threatened species; and (vii) the protection of Environmentally Sensitive Areas.

Environmental Permits shall mean all permits, licenses, bonds or other forms of financial assurances, consents, registrations, identification numbers, approvals or authorizations required under Environmental Laws (i) to own, occupy or maintain the Property; (ii) for the operations and business activities of the Loan Parties or any Subsidiaries of any Loan Party; or (iii) for the performance of a Remedial Action.

Environmental Records shall mean all notices, reports, records, plans, applications, forms or other filings relating or pertaining to the Property, Contamination, the performance of a Remedial Action and the operations and business activities of the Loan Parties or any Subsidiaries of any Loan Party which pursuant to Environmental Laws, Required Environmental Permits or at the request or direction of an Official Body either must be submitted to an Official Body or which otherwise must be maintained.

Environmentally Sensitive Area shall mean (i) any wetland as defined by applicable Environmental Laws; (ii) any area designated as a coastal zone pursuant to applicable Laws, including Environmental Laws; (iii) any area of historic or archeological significance or scenic area as defined or designated by applicable Laws, including Environmental Laws; (iv) habitats of endangered species or threatened species as designated by applicable Laws, including Environmental Laws; (v) wilderness or refuge areas as defined or designated by applicable Laws, including Environmental Laws; or (v) a floodplain or other flood hazard area as defined pursuant to any applicable Laws.

Equivalent Amount shall mean, at any time, as determined by Administrative Agent (which determination shall be conclusive absent manifest error), with respect to an amount of any currency (the “**Reference Currency**”) which is to be computed as an equivalent amount of another currency (the “**Equivalent Currency**”), the amount of such Equivalent Currency converted from such Reference Currency at Administrative Agent’s spot selling rate (based on the market rates then prevailing and available to Administrative Agent) for the sale of such Equivalent Currency for such Reference Currency at a time determined by Administrative Agent on the second Business Day immediately preceding the event for which such calculation is made. Notwithstanding the other provisions in this definition, in the case of the China JV Letter of Credit, the determinations set forth above shall be made by the Issuing Lender of the China JV Letter of Credit rather than the Administrative Agent.

Equivalent Currency shall have the meaning specified in the definition of “Equivalent Amount”.

ERISA shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

ERISA Group shall mean, at any time, the Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under Section 414 of the Internal Revenue Code.

Euro shall refer to the lawful currency of the Participating Member States.

European Interbank Market shall mean the European interbank market for Euro operating in Participating Member States.

Euro-Rate shall mean the following:

(a) with respect to Dollar Loans comprising any Borrowing Tranche to which the Euro-Rate Option applies for any Interest Period, the interest rate per annum determined by the Administrative Agent by dividing (the resulting quotient rounded upwards, if necessary, to the nearest 1/100th of 1% per annum) (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which Dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source selected by the Administrative Agent which has been approved by the British Bankers' Association as an authorized information vendor for the purpose of displaying rates at which US Dollar deposits are offered by leading banks in the London interbank deposit market (for purposes hereof, an "**Alternate Source**"), at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period as the London interbank offered rate for Dollars for an amount comparable to the principal amount of such Borrowing Tranche and having a borrowing date and a maturity comparable to such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any Alternate Source, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error)), by (ii) a number equal to 1.00 minus the Euro-Rate Reserve Percentage. The Euro-Rate with respect to Dollar Loans may also be expressed by the following formula:

$$\text{Euro-Rate} = \frac{\text{London interbank offered rate quoted by Bloomberg or appropriate successor as shown on Bloomberg Page BBAM1}}{1.0 - \text{Euro-Rate Reserve Percentage}}$$

The Euro-Rate shall be adjusted with respect to any Loan to which the Euro-Rate Option applies that is outstanding on the effective date of any change in the Euro-Rate Reserve Percentage as of such effective date. The Administrative Agent shall give prompt notice to the Borrower of the Euro-Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

(b) with respect to Optional Currency Loans in currency other than Euro comprising any Borrowing Tranche to which the Euro-Rate Option applies for any Interest Period, the interest rate per annum determined by Administrative Agent by dividing (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which deposits in the relevant Optional Currency are offered by leading banks in the Relevant Interbank Market), or the rate which is quoted by an Alternate Source, at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of

such Interest Period as the Relevant Interbank Market offered rate for deposits in the relevant Optional Currency for an amount comparable to the principal amount of such Borrowing Tranche and having a borrowing date and a maturity comparable to such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any Alternate Source, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error)), by (ii) a number equal to 1.00 minus the Euro-Rate Reserve Percentage. Such Euro-Rate may also be expressed by the following formula:

$$\text{Euro-Rate} = \frac{\text{Relevant Interbank Market offered rate quoted by Bloomberg or appropriate successor as shown on Bloomberg Page BBAM1}}{1.00 - \text{Euro-Rate Reserve Percentage}}$$

The Euro-Rate shall be adjusted with respect to any Loan to which the Euro-Rate Option applies that is outstanding on the effective date of any change in the Euro-Rate Reserve Percentage as of such effective date. The Administrative Agent shall give prompt notice to the Borrower of the Euro-Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error. The Euro-Rate for any Loans shall be based upon the Euro-Rate for the currency in which such Loans are requested.

(c) with respect to Optional Currency Loans denominated in Euro comprising any Borrowing Tranche to which the Euro-Rate Option applies for any Interest Period, the interest rate per annum determined by Administrative Agent by dividing (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which deposits in Euro are offered by leading banks in the Relevant Interbank Market) or the rate which is quoted by an Alternate Source, at approximately 11:00 a.m., Brussels time, two (2) Business Days prior to the commencement of such Interest Period as the Relevant Interbank Market offered rate for deposits in Euro for an amount comparable to the principal amount of such Borrowing Tranche and having a borrowing date and a maturity comparable to such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any Alternate Source, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error)), by (ii) a number equal to 1.00 minus the Euro-Rate Reserve Percentage. Such Euro-Rate may also be expressed by the following formula:

$$\text{Euro-Rate} = \frac{\text{London interbank offered rate quoted by Bloomberg or appropriate successor as shown on Bloomberg Page BBAM1}}{1.00 - \text{Euro-Rate Reserve Percentage}}$$

The Euro-Rate shall be adjusted with respect to any Loan to which the Euro-Rate Option applies that is outstanding on the effective date of any change in the Euro-Rate Reserve Percentage as of such effective date. The Administrative Agent shall give prompt notice to the Borrower of the Euro-Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error. The Euro-Rate for any Loans shall be based upon the Euro-Rate for the currency in which such Loans are requested.

Euro-Rate Option shall mean the option of the Borrower to have Revolving Credit Loans bear interest at the rate and under the terms and conditions set forth in Section 4.1.1(ii).

Euro-Rate Reserve Percentage shall mean as of any day the maximum percentage in effect on such day, (i) as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as “**Eurocurrency Liabilities**”); and (ii) to be maintained by a Lender as required for reserve liquidity, special deposit, or similar purpose by any governmental or monetary authority of any country or political subdivision thereof (including any central bank), against (A) any category of liabilities that includes deposits by reference to which a Euro-Rate is to be determined, or (B) any category of extension of credit or other assets that includes Loans or Borrowing Tranches to which a Euro-Rate applies.

Event of Default shall mean any of the events described in Section 9.1 [Events of Default] and referred to therein as an “Event of Default.”

Excluded Subsidiary shall collectively mean (a) Koppers Mauritius, (b) Koppers Beijing, (c) Koppers Jiangsu, (d) KCCC, (e) Koppers India, (f) Koppers Tianjin, (g) TKK and (h) any Foreign Subsidiary created or acquired after the Closing Date which meets the following requirements:

- (1) Such Foreign Subsidiary is not wholly-owned, directly or indirectly, by a Loan Party or a Subsidiary of a Loan Party, and
- (2) The investment in such Foreign Subsidiary by the Loan Parties, together with all other loans, advances and investments to and in all of the Loan Parties’ Foreign Subsidiaries, must not exceed the amount permitted under clause (vi) of Section 8.2.4 [Loans and Investments].

Any Foreign Subsidiary meeting the foregoing requirements may be designated by the Loan Parties as an “Excluded Subsidiary” by delivering written notice to the Administrative Agent prior to the creation of such Foreign Subsidiary, together with an updated Schedule 1.1(E).

Excluded Swap Obligations shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

Excluded Taxes shall mean any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) that are Other Connection Taxes, (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (a) such Lender acquires such interest in such Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.6.2 [Replacement of a Lender]) or (b) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.9.7 [Status of Lenders], amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (iii) Taxes attributable to such Recipient's failure to comply with Section 5.9.7 [Status of Lenders], and (iv) any U.S. federal withholding Taxes imposed under FATCA (except to the extent imposed due to the failure of the Borrower to provide documentation or information to the IRS).

Executive Order No. 13224 shall mean the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

Existing Credit Agreement shall have the meaning specified in the preamble to this Agreement.

Expiration Date shall mean, with respect to the Revolving Credit Commitments, March 27, 2018.

FATCA shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

Federal Funds Effective Rate for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

Federal Funds Open Rate for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by the Administrative Agent (for purposes of this definition, an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. If and when the Federal Funds Open Rate changes, the rate of interest with respect to any advance to which the Federal Funds Open Rate applies will change automatically without notice to the Borrower, effective on the date of any such change.

Financial Projections shall have the meaning specified in Section 6.1.9(ii).

Fitch shall mean Fitch IBCA, Duff & Phelps, a division of Fitch, Inc., and its successors.

Fixed Charge Coverage Ratio shall mean the ratio of (i) Consolidated EBITDA minus Capital Expenditures of the Borrower and its Subsidiaries minus cash taxes of the Borrower and its Subsidiaries, to (ii) Fixed Charges.

Fixed Charges shall mean for any period of determination the sum of interest expense, contractual principal installments on Indebtedness, contractual principal payments on capitalized leases, and dividends and distributions made by the Borrower, in each case of the Borrower and its Subsidiaries for such period determined and consolidated in accordance with GAAP; except that payments made by the Borrower to redeem the 2009 Senior Notes as permitted under Section 8.2.5 [Restricted Payments] shall be excluded from the calculation of Fixed Charges.

Foreign Lender shall mean (i) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (ii) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the Laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

Foreign Subsidiary shall mean a Subsidiary of a Loan Party organized under the laws of a jurisdiction outside of the United States of America, any State thereof or the District of Columbia.

GAAP shall mean generally accepted accounting principles as are in effect from time to time, subject to the provisions of Section 1.3 [Accounting Principles; Changes in GAAP], and applied on a consistent basis both as to classification of items and amounts.

Guarantor shall mean each of the parties to this Agreement which is designated as a “Guarantor” on the signature page hereof and each other Person which joins this Agreement as a Guarantor after the date hereof.

Guarantor Joinder shall mean a joinder by a Person as a Guarantor under the Loan Documents in the form of Exhibit 1.1(G)(1).

Guaranty of any Person shall mean any obligation of such Person guaranteeing or in effect guaranteeing any liability or obligation of any other Person in any manner, whether directly or indirectly, including any agreement to indemnify or hold harmless any other Person, any performance bond or other suretyship arrangement and any other form of assurance against loss, except endorsement of negotiable or other instruments for deposit or collection in the ordinary course of business.

Guaranty Agreement shall mean the Continuing Agreement of Guaranty and Suretyship in substantially the form of Exhibit 1.1(G)(2) executed and delivered by each of the Guarantors to the Administrative Agent for the benefit of the Lenders.

Hedge Liabilities shall have the meaning given to such term in the definition of the term “Lender-Provided Hedge”.

Historical Statements shall have the meaning specified in Section 6.1.9(i) [Historical Statements].

ICC shall have the meaning specified in Section 11.11.1 [Governing Law].

Increasing Lender shall have the meaning assigned to that term in Section 2.11 [Increase in Revolving Credit Commitments].

Indebtedness shall mean, as to any Person at any time, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (i) borrowed money, (ii) amounts raised under or liabilities in respect of any note purchase or acceptance credit facility, (iii) reimbursement obligations (contingent or otherwise) under any letter of credit, currency swap agreement, interest rate swap, cap, collar or floor agreement or other interest rate management device, (iv) any other transaction (including forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but not including trade payables and accrued expenses incurred in the ordinary course of business which are not represented by a promissory note or other evidence of indebtedness and which are not more than thirty (30) days past due), or (v) any Guaranty of Indebtedness for borrowed money.

Indemnified Taxes shall mean (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document, and (ii) to the extent not otherwise described in the preceding clause (i), Other Taxes.

Indemnitee shall have the meaning specified in Section 11.3.2 [Indemnification by the Borrower].

Information shall mean all information received from the Loan Parties or any of their Subsidiaries relating to the Loan Parties or any of such Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Lender on a non-confidential basis prior to disclosure by the Loan Parties or any of their Subsidiaries.

Insolvency Proceeding shall mean, with respect to any Person, (a) a case, action or proceeding with respect to such Person (i) before any court or any other Official Body under any bankruptcy, insolvency, reorganization or other similar Law now or hereafter in effect, or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Loan Party or otherwise relating to the liquidation, dissolution, winding-up or relief of such Person, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of such Person's creditors generally or any substantial portion of its creditors; undertaken under any Law.

Intangible Assets shall mean, at any date, the amount (if any) stated under the heading "Goodwill and Other Intangible assets, net" or under any other heading relating to intangible assets separately listed, in each case, on the face of a balance sheet of the Borrower and its Subsidiaries organized under the laws of the United States or any state thereof, prepared on a consolidated basis as of such date.

Intellectual Property Collateral shall mean all of the property described in the Patent, Trademark and Copyright Security Agreement.

Intercompany Subordination Agreement shall mean a Subordination Agreement among the Loan Parties in the form attached hereto as Exhibit 1.1(I).

Interest Period shall mean the period of time selected by the Borrower in connection with (and to apply to) any election permitted hereunder by the Borrower to have Revolving Credit Loans bear interest under the Euro-Rate Option. Subject to the last sentence of this definition, such period shall be one Month with respect to Optional Currency Loans and one, two, three or six Months with respect to all other Revolving Credit Loans. Such Interest Period shall commence on the effective date of such Interest Rate Option, which shall be (i) the Borrowing Date if the Borrower is requesting new Loans, or (ii) the date of renewal of or conversion to the Euro-Rate Option if the Borrower is renewing or converting to the Euro-Rate Option applicable to outstanding Loans. Notwithstanding the second sentence hereof: (A) any Interest Period which would otherwise end on a date which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (B) the Borrower shall not select, convert to or renew an Interest Period for any portion of the Loans that would end after the Expiration Date.

Interest Rate Hedge shall mean an interest rate exchange, collar, cap, swap, adjustable strike cap, adjustable strike corridor or similar agreements entered into by the Loan Parties or their Subsidiaries in order to provide protection to, or minimize the impact upon, the Borrower, the Guarantors and/or their Subsidiaries of increasing floating rates of interest applicable to Indebtedness.

Interest Rate Option shall mean any Euro-Rate Option or Base Rate Option.

Internal Revenue Code shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

IRS shall mean the United States Internal Revenue Service.

ISP98 shall have the meaning specified in Section 11.11.1 [Governing Law].

Issuing Lender shall mean (i) PNC, in its individual capacity as issuer of Letters of Credit hereunder, (ii) The Bank of Tokyo-Mitsubishi UFJ, Ltd., in its individual capacity as issuer of Letters of Credit hereunder, and (iii) any other Lender that Borrower, Administrative Agent and such other Lender may agree may from time to time issue Letters of Credit hereunder.

Joint Venture shall mean a corporation, partnership, limited liability company or other entity in which any Person other than the Loan Parties and their Subsidiaries holds, directly or indirectly, an equity interest.

KCCC shall mean Koppers (China) Carbon & Chemical Co, Ltd, a limited liability company organized under the laws of the People's Republic of China.

KI Holdings shall mean Koppers Holdings Inc., a Pennsylvania corporation.

Koppers Assurance shall mean Koppers Assurance, Inc., a South Carolina corporation and successor by merger to KHC Assurance, Inc., a Vermont corporation.

Koppers Beijing shall mean Koppers (Beijing) Chemical Co, Ltd, a limited liability company organized under the laws of the People's Republic of China.

Koppers India shall mean Koppers India Carbon Materials and Chemicals Pte Ltd, a company organized under the laws of India.

Koppers Jiangsu shall mean Koppers (Jiangsu) Carbon Chemical Co., Ltd., a limited liability company organized under the laws of the People's Republic of China.

Koppers Mauritius shall mean Koppers Mauritius, a company organized under the laws of the Republic of Mauritius.

Koppers Tianjin shall mean Koppers (Tianjin) Trading Co., Ltd., a limited liability company organized under the laws of the People's Republic of China.

Labor Contracts shall mean all employment agreements, employment contracts, collective bargaining agreements and other agreements among any Loan Party or Subsidiary of a Loan Party and its employees.

Landlord's Waiver shall mean a Landlord's Waiver in favor of the Administrative Agent in substantially the form attached hereto as Exhibit 7.1.16.

Law shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award by or settlement agreement with any Official Body.

Lender-Provided Hedge shall mean any of the following transactions which is provided by a Lender or an Affiliate of a Lender to any Loan Party or any Subsidiary of a Loan Party, whether or not such Subsidiary is a Guarantor: (a) an Interest Rate Hedge which (i) is documented in a standard International Swap Dealers and Derivatives Association Agreement, (ii) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner, and (iii) is entered into for hedging (rather than speculative) purposes, and (b) foreign currency exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions entered into for hedging (rather than speculative) purposes, and (c) commodity swaps, commodity options, forward commodity contracts and any other similar transactions entered into for hedging (rather than speculative) purposes. The liabilities of the Loan Parties and any such Subsidiaries to the provider of any Lender-Provided Hedge (the "**Hedge Liabilities**") shall be "Obligations" hereunder, guaranteed obligations under the Guaranty Agreement and secured obligations under the Pledge Agreement and Security Agreement and otherwise treated as Obligations for purposes of each of the other Loan Documents. The Liens securing the Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the other Loan Documents.

Lender-Provided Treasury/Credit Arrangement shall mean any obligation or liability of the Borrower or any of its Subsidiaries to the Administrative Agent or any of the Lenders or their Affiliates howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, under or in connection with (i) treasury management services, depository services, overdraft protection arrangement, and cash management services, including, without limitation all arrangements with the Administrative Agent, or any Lender or its Affiliates to provide company paid credit cards that permit employees to make purchases on behalf of any Loan Party, including all fees and expenses of the Loan Parties payable to the Administrative Agent, any Lender or its Affiliates related to any of the foregoing, (ii) line of credit facilities provided to Subsidiaries of the Borrower which are not Guarantors, and (iii) letters of credit, bank guaranties and bid guaranties issued for the account of Subsidiaries of the Borrower which are not Guarantors (and for which the Borrower is not a co-applicant); and in any case under clause (i), (ii) or (iii), either the applicable documents that create or evidence any such arrangements, facilities, letters of credit or guaranties shall designate the same as a Lender-Provided Treasury/Credit Arrangement, or the Borrower shall have provided the Administrative Agent prior written notice of such designation. The liabilities of the Loan Parties and any Subsidiary of the Loan Parties to the provider of any

Lender-Provided Treasury/Credit Arrangement (the “**Treasury/Credit Liabilities**”) shall be “Obligations” hereunder, guaranteed obligations under the Guaranty Agreement and secured obligations under the Pledge Agreement and Security Agreement and otherwise treated as Obligations for purposes of each of the other Loan Documents. The Liens securing the Treasury/Credit Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the other Loan Documents.

Lenders shall mean the financial institutions named on Schedule 1.1(B) and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a Lender. For the purpose of any Loan Document which provides for the granting of a security interest or other Lien to the Lenders or to the Administrative Agent for the benefit of the Lenders as security for the Obligations, “Lenders” shall include any Affiliate of a Lender to which such Obligation is owed.

Letter of Credit shall have the meaning specified in Section 2.9.1 [Issuance of Letters of Credit].

Letter of Credit Borrowing shall have the meaning specified in Section 2.9.3 [Disbursements, Reimbursement].

Letter of Credit Fee shall have the meaning specified in Section 2.9.2 [Letter of Credit Fees].

Letter of Credit Obligation shall mean, as of any date of determination, the aggregate Dollar Equivalent amount available to be drawn under all outstanding Letters of Credit on such date (if any Letter of Credit shall increase in amount automatically in the future, such aggregate amount available to be drawn shall currently give effect to any such future increase) plus the aggregate Dollar Equivalent amount of Reimbursement Obligations and Letter of Credit Borrowings on such date.

Letter of Credit Sublimit shall have the meaning specified in Section 2.9.1 [Issuance of Letters of Credit].

Leverage Ratio shall mean, as of any date of determination, the ratio of (i) an amount equal to (a) Total Debt less (b) cash and Cash Equivalents of the Borrower and its Consolidated Subsidiaries in excess of \$5,000,000 on such date, to (ii) Consolidated EBITDA for the four fiscal quarters ending on such date.

Lien shall mean any mortgage, deed of trust, pledge, lien, security interest, hypothec, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

LLC Interests shall have the meaning specified in Section 6.1.3 [Subsidiaries].

Loan Documents shall mean this Agreement, the Continuing Agreement of Guaranty and Suretyship of the Borrower in favor of the Administrative Agent, for the benefit of each Hedge/Treasury/Credit Provider (as defined therein), the Guaranty Agreement, the Intercompany Subordination Agreement, the Notes, the Patent, Trademark and Copyright Security Agreement, the Pledge Agreement, the Security Agreement, agreements related to Lender-Provided Hedges and Lender-Provided Treasury/Credit Arrangements, fee letters between the Borrower and the Administrative Agent and any other instruments, certificates or documents delivered or contemplated to be delivered hereunder or thereunder or in connection herewith or therewith, as the same may be supplemented or amended from time to time in accordance herewith or therewith, and Loan Document shall mean any of the Loan Documents.

Loan Parties shall mean the Borrower and the Guarantors.

Loan Request shall have the meaning specified in Section 2.5 [Revolving Credit Loan Requests; Swing Loan Requests].

Loans shall mean collectively and Loan shall mean separately all Revolving Credit Loans and Swing Loans or any Revolving Credit Loan or Swing Loan.

Material Adverse Change shall mean any set of circumstances or events which (a) has a material adverse effect upon the validity or enforceability of this Agreement or any other Loan Document, (b) is material and adverse to the business, properties, assets, financial condition, or results of operations of the Loan Parties taken as a whole, (c) impairs materially the ability of the Loan Parties taken as a whole to duly and punctually pay or perform its Indebtedness, or (d) impairs materially the ability of the Administrative Agent or any of the Lenders, to the extent permitted, to enforce their legal remedies pursuant to this Agreement or any other Loan Document.

Month, with respect to an Interest Period under the Euro-Rate Option, shall mean the interval between the days in consecutive calendar months numerically corresponding to the first day of such Interest Period. If any Euro-Rate Interest Period begins on a day of a calendar month for which there is no numerically corresponding day in the month in which such Interest Period is to end, the final month of such Interest Period shall be deemed to end on the last Business Day of such final month.

Moody's shall mean Moody's Investors Service, Inc. and its successors.

Multiemployer Plan shall mean any employee benefit plan which is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower or any member of the ERISA Group is then making or accruing an obligation to make contributions or, within the preceding five Plan years, has made or had an obligation to make such contributions.

Multiple Employer Plan shall mean a Plan which has two or more contributing sponsors (including the Borrower or any member of the ERISA Group) at least two of whom are not under common control, as such a plan is described in Sections 4063 and 4064 of ERISA.

New Lender shall have the meaning assigned to that term in Section 2.11 [Increase in Revolving Credit Commitments].

Non-Consenting Lender shall have the meaning specified in Section 11.1 [Modifications, Amendments or Waivers].

Notes shall mean collectively, and Note shall mean separately, the promissory notes in the form of Exhibit 1.1(N)(1) evidencing the Revolving Credit Loans, and in the form of Exhibit 1.1(N)(2) evidencing the Swing Loan.

Obligations shall mean (i) any and all obligations, liabilities, and indebtedness from time to time of the Borrower, any Guarantor or any other Subsidiary of the Borrower to the Administrative Agent, any of the Lenders or any Affiliate of any Agent or any Lender under or in connection with this Agreement or any other Loan Document, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganizations, or similar proceeding with respect to the Borrower, any Guarantor or any other Subsidiary of the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all Obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to an extension of credit is not satisfied); (ii) all Reimbursement Obligations of each Loan Party and any other Subsidiary of the Borrower with respect to any one or more Letters of Credit issued by any Issuing Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each Loan Party or any other Subsidiary of the Borrower to the Agents or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement provided by the Administrative Agent, any of the Lenders or such Affiliates pursuant to this Agreement; (iv) any sums advanced by or owing to the Administrative Agent or any of the Lenders for any reason relating to this Agreement, any other Loan Document, or any collateral relating thereto, including for indemnification, for maintenance, preservation, protection or enforcement of, or realization upon, the Collateral or other collateral security or any one or more guaranties, and for enforcement, collection, or preservation of the rights of the Administrative Agent and the Lenders, and regardless whether before or after default or the entry of any judgment; (v) any obligation or liability of any Loan Party or any other Subsidiary of the Borrower arising out of overdrafts on deposits or other accounts or out of electronic funds (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of any Agent or any Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of any Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, and (vi) any amendments, extensions, renewals and increases of or to any of the foregoing. Notwithstanding the foregoing provisions in this definition, Obligations shall not include Excluded Swap Obligations.

Official Body shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

Optional Currency shall mean the following lawful currencies: the Euro, Australian dollars, Renminbi (solely with respect to Letters of Credit issued hereunder), and any other currency approved by Administrative Agent and all of the Lenders pursuant to Section 2.12.4(iii) [European Monetary Union; Requests for Additional Optional Currencies]. Subject to Section 2.12.4 [European Monetary Union], each Optional Currency must be the lawful currency of the specified country.

Optional Currency Loans shall have the meaning specified in Section 2.1.1 [Revolving Credit Loans; Optional Currency Loans].

Optional Currency Sublimit shall have the meaning specified in Section 2.1.1 [Revolving Credit Loans; Optional Currency Loans].

Order shall have the meaning specified in Section 2.9.9 [Liability for Acts and Omissions].

Original Currency shall have the meaning specified in Section 5.1.3 [Currency Conversion Procedures for Judgments].

Other Currency shall have the meaning specified in Section 5.1.3 [Currency Conversion Procedures for Judgments].

Other Connection Taxes shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient (or an agent or affiliate thereof) and the jurisdiction imposing such Tax (other than connections arising solely from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

Other Taxes shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.6.2 [Replacement of a Lender]).

Overnight Rate shall mean for any day with respect to any Loans in an Optional Currency, the rate of interest per annum as determined by the Administrative Agent at which overnight deposits in such currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day in the Relevant Interbank Market.

Participant has the meaning specified in Section 11.8.4 [Participations].

Participant Register shall have the meaning specified in Section 11.8.4 [Participations].

Participating Member State shall mean any member State of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

Participation Advance shall have the meaning specified in Section 2.9.3 [Disbursements, Reimbursement].

Partnership Interests shall have the meaning specified in Section 6.1.3 [Subsidiaries].

Patent, Trademark and Copyright Security Agreement shall mean the Patent, Trademark and Copyright Security Agreement in substantially the form of Exhibit 1.1(P)(1) executed and delivered by each of the Loan Parties to the Administrative Agent for the benefit of the Lenders.

Payment Date shall mean the first day of each February, May, August and November, and on the Expiration Date or upon acceleration of the Notes.

Payment In Full and Paid In Full shall mean the indefeasible payment in full in cash of the Loans and other Obligations hereunder (other than contingent indemnification obligations which by their terms survive such termination of the Commitments, payment of the Loans and the other Obligations), termination of the Commitments and expiration or termination of all Letters of Credit.

PBGC shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

Permitted Acquisitions shall have the meaning specified in Section 8.2.6 [Liquidations, Mergers, Consolidations, Acquisitions].

Permitted Investments shall mean:

(i) direct obligations of the United States of America, the Commonwealth of Australia, a State of the Commonwealth of Australia, or any agency or instrumentality thereof or

obligations backed by the full faith and credit of the United States of America or the Commonwealth of Australia or a State of the Commonwealth of Australia maturing in twelve (12) months or less from the date of acquisition;

(ii) commercial paper with a maturity of 270 days or fewer issued by a corporation (except an Affiliate of the Borrower) organized under the laws of any state of the United States or the District of Columbia or of the Commonwealth of Australia or any state thereof or of England and rated at least A-1, by Standard & Poor's, at least F1 by Fitch, or at least P-1 by Moody's on the date of acquisition;

(iii) demand deposits, time deposits, term deposits, or certificates of deposit maturing within one year in commercial banks of the United States or Europe, or banks constituted under the legislation of a State of the Commonwealth of Australia whose obligations are given a short-term rating of A-1, or a long-term senior unsecured rating of A or the equivalent or better by Standard & Poor's or given a short-term rating of P-1, or a long-term senior unsecured rating of A2 or the equivalent or better by Moody's, or a short-term rating of F1, or a long-term senior unsecured rating of A or the equivalent or better by Fitch on the date of acquisition;

(iv) notes or bonds with a maturity or mandatory put or call of 365 days or less from the date of investment issued by a corporation (except an Affiliate of the Borrower) organized under the laws of any state of the United States or the District of Columbia or of the Commonwealth of Australia or any state thereof or of England and rated at least AA by Standard & Poor's, at least AA by Fitch or at least Aa by Moody's; and

(v) money market mutual funds or cash management trusts rated in the highest rating by Standard & Poor's, Fitch or Moody's (and not rated other than the highest rating by Standard & Poor's, Fitch or Moody's) or money market mutual funds or cash management trusts investing at least ninety percent (90%) of its assets in investments described in clauses (i) through (iv) of the definition of Cash Equivalents; and

(vi) investments made under the Cash Management Agreements or under cash management agreements with any other Lenders.

Permitted Liens shall mean:

(i) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business and which are not yet due and payable;

(ii) Pledges or deposits made in the ordinary course of business to secure payment of workmen's compensation, or to participate in any fund in connection with workmen's compensation, unemployment insurance, old-age pensions or other social security programs;

(iii) Liens of mechanics, materialmen, warehousemen, carriers, or other like Liens, securing obligations incurred in the ordinary course of business that are not yet due and payable and Liens of landlords securing obligations to pay lease payments that are not yet due and payable or in default;

(iv) Good-faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, not in excess of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business;

(v) Encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, or minor irregularities in title thereto and other immaterial liens that do not secure the payment of money, none of which materially impairs the use of such property or the value thereof, and none of which is violated in any material respect by existing or proposed structures or land use;

(vi) Liens, security interests and mortgages in favor of the Administrative Agent for the benefit of the Lenders or any Affiliates of any Lender securing the Obligations including liabilities under any Lender-Provided Hedge or Lender-Provided Treasury/Credit Arrangement;

(vii) Liens on property leased by any Loan Party or Subsidiary of a Loan Party under capital and operating leases securing obligations of such Loan Party or Subsidiary to the lessor under such leases;

(viii) Any Lien existing on the date of this Agreement and described on Schedule 1.1(P), and any extension, replacement or renewal thereof, provided that the principal amount secured thereby is not hereafter increased, and no additional assets become subject to such Lien;

(ix) Purchase Money Security Interests and liens on tangible property (excluding inventory) acquired pursuant to Permitted Acquisitions to the extent permitted under Section 8.2.1(vi);

(x) The following, (A) if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings diligently conducted so long as levy and execution thereon have been stayed and continue to be stayed or (B) if a final judgment is entered and such judgment is discharged within thirty (30) days of entry, and in either case they do not affect the Collateral or, in the aggregate, materially impair the ability of any Loan Party to perform its Obligations hereunder or under the other Loan Documents:

(1) Claims or Liens for taxes, assessments or charges due and payable and subject to interest or penalty, provided that the applicable Loan Party maintains such reserves or other appropriate provisions as shall be required by GAAP and pays all such taxes, assessments or charges forthwith upon the commencement of proceedings to foreclose any such Lien;

(2) Claims, Liens or encumbrances upon, and defects of title to, real or personal property other than the Collateral, including any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits;

(3) Claims or Liens of mechanics, materialmen, warehousemen, carriers, or other statutory nonconsensual Liens; or

(4) Liens resulting from final judgments or orders described in Section 9.1.6; and

(xi) Liens securing obligations in an aggregate amount not to exceed \$5,000,000 at any one time outstanding; and

Person shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

Plan shall mean at any time an employee pension benefit plan (including a Multiple Employer Plan, but not a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Sections 412, 430 and 436 of the Internal Revenue Code and either (i) is maintained by any member of the ERISA Group for employees of any member of the ERISA Group or (ii) has at any time within the preceding five years been maintained by any entity which was at such time a member of the ERISA Group for employees of any entity which was at such time a member of the ERISA Group.

Pledge Agreement shall mean the Pledge Agreement in substantially the form of Exhibit 1.1(P)(2) executed and delivered by each of the Loan Parties to the Administrative Agent for the benefit of the Lenders.

Pledged Collateral shall mean the property of the Loan Parties in which security interests are to be granted under the Pledge Agreement.

PNC shall mean PNC Bank, National Association, its successors and assigns.

Potential Default shall mean any event or condition which with notice or passage of time, or a determination by the Administrative Agent or the Required Lenders, or any combination of the foregoing, would constitute an Event of Default.

Prime Rate shall mean the interest rate per annum announced from time to time by the Administrative Agent at its Principal Office as its then prime rate, which rate may not be the lowest or most favorable rate then being charged commercial borrowers or others by the Administrative Agent. Any change in the Prime Rate shall take effect at the opening of business on the day such change is announced.

Principal Office shall mean the main banking office of the Administrative Agent in Pittsburgh, Pennsylvania.

Prior Security Interest shall mean a valid and enforceable perfected first-priority security interest under the Uniform Commercial Code in the UCC Collateral and the Pledged Collateral which is subject only to (i) Liens for taxes not yet due and payable to the extent such prospective tax payments are given priority by statute, (ii) Purchase Money Security Interests as permitted hereunder, (iii) Permitted Liens on tangible property (excluding inventory) acquired

pursuant to Permitted Acquisitions, and (iv) other Permitted Liens to the extent given priority by statute, excluding Liens created by consensual security interests granted under the Uniform Commercial Code.

Prohibited Transaction shall mean any prohibited transaction as defined in Section 4975 of the Internal Revenue Code or Section 406 of ERISA for which neither an individual nor a class exemption has been issued by the United States Department of Labor.

Property shall mean all real property, both owned and leased, of any Loan Party or Subsidiary of a Loan Party.

Published Rate shall mean the rate of interest published each Business Day in *The Wall Street Journal* “Money Rates” listing under the caption “London Interbank Offered Rates” for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the rate at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market for a one month period as published in another publication selected by the Administrative Agent).

Purchase Money Security Interest shall mean Liens upon tangible personal property securing loans to any Loan Party or Subsidiary of a Loan Party or deferred payments by such Loan Party or Subsidiary for the purchase of such tangible personal property, which Liens do not encumber any other property.

Ratable Share shall mean:

(i) with respect to a Lender’s obligation to make Revolving Credit Loans, participate in Letters of Credit and other Letter of Credit Obligations, and receive payments, interest, and fees related thereto, the proportion that such Lender’s Revolving Credit Commitment bears to the Revolving Credit Commitments of all of the Lenders, provided however that if the Revolving Credit Commitments have terminated or expired, the Ratable Shares for purposes of this clause shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments.

(ii) with respect to all other matters as to a particular Lender, the percentage obtained by dividing (i) such Lender’s Revolving Credit Commitment, by (ii) the sum of the aggregate amount of the Revolving Credit Commitments of all Lenders; provided however that if the Revolving Credit Commitments have terminated or expired, the computation in this clause shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments, and not on the current amount of the Revolving Credit Commitments and provided further in the case of Section 2.10 [Defaulting Lenders] when a Defaulting Lender shall exist, “Ratable Share” shall mean the percentage of the aggregate Commitments (disregarding any Defaulting Lender’s Commitment) represented by such Lender’s Commitment.

Real Property shall mean the real estate owned by the Loan Parties listed on Schedule 6.1.8 hereto.

Recipient shall mean (i) the Administrative Agent, (ii) any Lender and (iii) any Issuing Lender, as applicable.

Reference Currency shall have the meaning specified in the definition of “Equivalent Amount.”

Regulated Substances shall mean, without limitation, any substance, material or waste, regardless of its form or nature, defined under Environmental Laws as a “hazardous substance”, “pollutant”, “pollution”, “contaminant”, “hazardous or toxic substance”, “extremely hazardous substance”, “toxic chemical”, “toxic substance”, “toxic waste”, “hazardous waste”, “special handling waste”, “industrial waste”, “residual waste”, “solid waste”, “municipal waste”, “mixed waste”, “infectious waste”, “chemotherapeutic waste”, “medical waste”, “pesticide” or “regulated substance” or any other substance, material or waste, regardless of its form or nature, which is regulated, controlled or governed by Environmental Laws due to its radioactive, ignitable, corrosive, reactive, explosive, toxic, carcinogenic or infectious properties or nature or any other material, substance or waste, regardless of its form or nature, which otherwise is regulated, controlled or governed by Environmental Laws including without limitation, petroleum and petroleum products (including crude oil and any fractions thereof), natural gas, synthetic gas and any mixtures thereof, asbestos, urea formaldehyde, polychlorinated biphenyls, mercury, radon and radioactive materials.

Reimbursement Obligation shall have the meaning specified in Section 2.9.3 [Disbursements, Reimbursement].

Related Parties shall mean, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

Relevant Interbank Market shall mean in relation to Euro, the European Interbank Market, and, in relation to any other currency, the London interbank market.

Remedial Action shall mean any investigation, identification, preliminary assessment, characterization, delineation, feasibility study, cleanup, corrective action, removal, remediation, risk assessment, fate and transport analysis, in-situ treatment, containment, operation and maintenance or management in-place, control or abatement of or other response actions to Regulated Substances and any closure or post-closure measures associated therewith.

Reportable Event shall mean a reportable event described in Section 4043 of ERISA and regulations thereunder with respect to a Plan or Multiemployer Plan for which notice has not been waived by regulation of the PBGC.

Required Lenders shall mean Lenders (other than any Defaulting Lender) having more than 50% of the sum of the aggregate amount of the Revolving Credit Commitments of the Lenders (excluding any Defaulting Lender) or, after the termination of the Revolving Credit Commitments, the outstanding Revolving Credit Loans and Ratable Share of Letter of Credit Obligations of the Lenders (excluding any Defaulting Lender).

Required Share shall have the meaning assigned to such term in Section 5.11 [Settlement Date Procedures].

Restricted Payment shall mean with respect to any Person (i) the declaration or payment of any dividend or other distribution on account of any shares of such Person's capital stock, (ii) any payment on account of the purchase, redemption, retirement or other acquisition of (a) any shares of such Person's capital stock or (b) any option, warrant or other right to acquire shares of such Person's capital stock, (iii) any voluntary prepayment or defeasance, redemption, repurchase or other acquisition or retirement for value of any Indebtedness ranked subordinate in right of payment to the Obligations, or (iv) any payment made for the purpose of redemption or repurchase of the 2009 Senior Notes prior to the stated maturity. Notwithstanding the foregoing, "Restricted Payment" shall not include (i) any dividend on shares of capital stock payable solely in shares of capital stock or in options, warrants or other rights to purchase capital stock; (ii) any dividend or other distribution or payment in respect of redemption of capital stock payable to the Borrower by any of its Subsidiaries or by a Subsidiary to another Subsidiary or the retirement of any shares of the Borrower held by any wholly-owned Subsidiary of the Borrower; (iii) the repurchase or other acquisition or retirement for value of any shares of the Borrower's capital stock, or any option, warrant or other right to purchase shares of the Borrower's capital stock with additional shares of, or out of the net proceeds of a substantial contemporaneous issuance of, capital stock; and (iv) the retirement of any shares of capital stock by conversion into, or by exchange for, additional shares of capital stock, or out of the net proceeds of the substantial contemporaneous issuance (other than to a Subsidiary of the Borrower) of other shares of capital stock.

Revolving Credit Commitment shall mean, as to any Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(B) in the column labeled "Amount of Commitment for Revolving Credit Loans," as such Commitment is thereafter assigned or modified and Revolving Credit Commitments shall mean the aggregate Revolving Credit Commitments of all of the Lenders.

Revolving Credit Loans shall mean collectively and Revolving Credit Loan shall mean separately all Revolving Credit Loans or any Revolving Credit Loan made by the Lenders or one of the Lenders to the Borrower pursuant to Section 2.1 [Revolving Credit Commitments] or Section 2.9.3 [Disbursements, Reimbursement].

Revolving Facility Usage shall mean at any time the sum of the Dollar Equivalent amount of the outstanding Revolving Credit Loans, the outstanding Swing Loans, and the Letter of Credit Obligations.

Safety Complaints shall mean any (i) notice of non-compliance or violation, citation or order relating in any way to any Safety Law; (ii) civil, criminal, administrative or

regulatory investigation instituted by an Official Body relating in any way to any Safety Law; (iii) administrative, regulatory or judicial action, suit, claim or proceeding instituted by any Person or Official Body or any written notice of liability or potential liability from any Person or Official Body, in either instance, setting forth allegations relating to or a cause of action for civil or administrative penalties, criminal fines or penalties, or declaratory or equitable relief arising under any Safety Laws; or (iv) subpoena, request for information or other written notice or demand of any type issued by an Official Body pursuant to any Safety Laws.

Safety Filings and Records shall mean all notices, reports, records, plans, applications, forms, logs, programs, manuals or other filings or documents relating or pertaining to compliance with Safety Laws, including, but not limited to, employee safety in the workplace, employee injuries or fatalities, employee training, or the protection of employees from exposure to Regulated Substances which pursuant to Safety Laws or at the direction or order of any Official Body the Loan Parties or any Subsidiaries of any Loan either must be submit to an Official Body or otherwise must maintain in their records.

Safety Laws shall mean the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., as amended, and any regulations promulgated thereunder or any equivalent foreign, territorial, provincial state or local Law, each as amended, and any regulations promulgated thereunder or any other foreign, territorial, provincial, federal, state or local Law, each as amended, and any regulations promulgated thereunder, pertaining or relating to the protection of employees from exposure to Regulated Substances in the workplace (but excluding workers compensation and wage and hour laws).

Security Agreement shall mean the Security Agreement in substantially the form of Exhibit 1.1(S) executed and delivered by certain of the Loan Parties to the Administrative Agent for the benefit of the Lenders.

Settlement Date shall mean the Business Day on which the Administrative Agent elects to effect settlement pursuant Section 5.11 [Settlement Date Procedures].

Shares shall have the meaning specified in Section 6.1.2 [Capitalization and Ownership].

Solvent shall mean, with respect to any Person on any date of determination, taking into account any right of reimbursement, contribution or similar right available to such Person from other Persons, that on such date (i) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (ii) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In

computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

Standard & Poor's shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

Statements shall have the meaning specified in Section 6.1.9 [Financial Statements].

Subsidiary of any Person at any time shall mean (i) any corporation or trust of which more than 50% (by number of shares or number of votes) of the outstanding capital stock or shares of beneficial interest normally entitled to vote for the election of one or more directors or trustees (regardless of any contingency which does or may suspend or dilute the voting rights) is at such time owned directly or indirectly by such Person or one or more of such Person's Subsidiaries, (ii) any partnership of which such Person is a general partner or of which more than 50% of the partnership interests is at the time directly or indirectly owned by such Person or one or more of such Person's Subsidiaries, (iii) any limited liability company of which such Person is a member or of which more than 50% of the limited liability company interests is at the time directly or indirectly owned by such Person or one or more of such Person's Subsidiaries or (iv) any corporation, trust, partnership, limited liability company or other entity which is controlled or capable of being controlled by such Person or one or more of such Person's Subsidiaries; provided, that Excluded Subsidiaries and their respective subsidiaries shall not be a "Subsidiary" for purposes of this Agreement or any other Loan Document.

Subsidiary Shares shall have the meaning specified in Section 6.1.3 [Subsidiaries].

Swap Obligation shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

Swing Loan Commitment shall mean the Swing Loan Lender's commitment to make Swing Loans to the Borrower pursuant to Section 2.1.2 [Swing Loan Commitment] hereof in an aggregate principal amount up to \$20,000,000.

Swing Loan Lender shall mean PNC, in its capacity as a lender of Swing Loans.

Swing Loan Note shall mean the Swing Loan Note of the Borrower in the form of Exhibit 1.1(N)(2), evidencing the Swing Loans, together with all amendments, extensions, renewals, replacements, refinancings or refundings thereof in whole or in part.

Swing Loan Request shall mean a request for Swing Loans made in accordance with Section 2.5.2 [Swing Loan Requests] hereof.

Swing Loans shall mean collectively and Swing Loan shall mean separately all Swing Loans or any Swing Loan made by the Swing Loan Lender to the Borrower pursuant to Section 2.1.2 [Swing Loan Commitment] hereof.

Taxes shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Official Body, including any interest, additions to tax or penalties applicable thereto.

TKK shall mean Tangshan Koppers Kailuan Carbon Chemical Co., Ltd (China), a limited liability company organized under the laws of the People's Republic of China.

Total Debt shall mean, with respect to the Borrower and its Subsidiaries, without duplication, determined and consolidated in accordance with GAAP, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) in respect of: (i) borrowed money, (ii) amounts raised under or liabilities in respect of any note purchase or acceptance credit facility, (iii) the unreimbursed amount of all drafts drawn under letters of credit issued for the account of such Borrower or Subsidiary and the undrawn stated amount of all letters of credit issued for the account of such Borrower or Subsidiary, or (iv) obligations with respect to capitalized leases.

Treasury/Credit Liabilities shall have the meaning specified in the definition of the term "Lender-Provided Treasury/Credit Arrangement".

2009 Senior Note Debt shall mean the Indebtedness of the Borrower under the 2009 Senior Notes.

2009 Senior Note Debt Documents shall mean the 2009 Senior Note Indenture and the 2009 Senior Notes substantially in the form as delivered to the Administrative Agent and the Lenders in connection with the First Amendment dated as of November 18, 2009, to the Existing Credit Agreement.

2009 Senior Note Indenture shall mean the Indenture, to be dated as of the closing date of the Borrower's offering of the 2009 Senior Notes, between the Borrower, the Guarantors and Wells Fargo Bank, N.A., as trustee, relating to the 2009 Senior Notes, as the same may be amended, restated, supplemented or otherwise modified in accordance with this Agreement.

2009 Senior Notes shall mean the Borrower's Senior Unsecured Notes Due 2019, to be issued pursuant to the 2009 Senior Note Indenture and whose terms are substantially as described in the Borrower's subject to completion Offering Circular dated November 12, 2009 (whether sold in a registered public offering or a private placement pursuant to Rule 144A and Regulation S promulgated under the Securities Act of 1933, as the case may be, and any other applicable federal and state "blue sky" Laws), as the same may be amended, restated, supplemented or otherwise modified in accordance with this Agreement.

2009 Trustee shall mean Wells Fargo Bank, N.A., and its permitted successors and assigns under the 2009 Senior Note Indenture.

UCP shall have the meaning specified in Section 11.11.1 [Governing Law].

UCC Collateral shall mean the property of the Loan Parties in which security interests are to be granted under the Security Agreement.

Unavailable Currency shall mean a currency that is not available outside the country of issuance of such currency, as determined by the Administrative Agent, in its sole discretion, on any Computation Date.

Undrawn Availability shall mean, as of any date of determination, an amount equal to (a) the Revolving Credit Commitments, minus (b) the sum of (i) the Revolving Facility Usage plus (ii) all amounts due and owing to Borrower's trade creditors which are outstanding beyond normal trade terms, plus (iii) fees and expenses then due from the Borrower hereunder which have not been paid or charged to the account of the Borrower.

Uniform Commercial Code shall have the meaning specified in Section 6.1.16 [Security Interests].

Unpaid Drawing shall mean, with respect to any Letter of Credit, the aggregate Dollar Equivalent amount of the draws made on such Letters of Credit that have not been reimbursed by the Borrower.

USA Patriot Act shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

U.S. Person shall mean any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

U.S. Tax Compliance Certificate shall have the meaning specified in Section 5.9.7 [Status of Lenders].

Withholding Agent shall mean any Loan Party and the Administrative Agent.

1.2 Construction. Unless the context of this Agreement otherwise clearly requires, the following rules of construction shall apply to this Agreement and each of the other Loan Documents: (i) references to the plural include the singular, the plural, the part and the whole and the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (ii) the words "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as a whole; (iii) article, section, subsection, clause, schedule and exhibit references are to this Agreement or other Loan Document, as the case may be, unless otherwise specified; (iv) reference to any Person includes such Person's successors and assigns; (v) reference to any agreement, including this Agreement and any other Loan Document together with the schedules and exhibits hereto or thereto, document or instrument means such agreement, document or instrument as amended, modified, replaced, substituted for, superseded or restated; (vi) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding," and "through" means "through and including"; (vii) the words "asset" and

“property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, (viii) section headings herein and in each other Loan Document are included for convenience and shall not affect the interpretation of this Agreement or such Loan Document, and (ix) unless otherwise specified, all references herein to times of day shall constitute references to Eastern Time.

1.3 Accounting Principles; Changes in GAAP. Except as otherwise provided in this Agreement, all computations and determinations as to accounting or financial matters and all financial statements to be delivered pursuant to this Agreement shall be made and prepared in accordance with GAAP (including principles of consolidation where appropriate), and all accounting or financial terms shall have the meanings ascribed to such terms by GAAP; provided, however, that all accounting terms used in Section 8.2 [Negative Covenants] (and all defined terms used in the definition of any accounting term used in Section 8.2) shall have the meaning given to such terms (and defined terms) under GAAP as in effect on the date hereof applied on a basis consistent with those used in preparing the Historical Statements referred to in Section 6.1.9 [Financial Statements]. Notwithstanding the foregoing, if the Borrower notifies the Administrative Agent in writing that the Borrower wishes to amend any financial covenant in Section 8.2 of this Agreement, any related definition and/or the definition of the term Leverage Ratio for purposes of interest and Letter of Credit Fee determinations to eliminate the effect of any change in GAAP occurring after the Closing Date affecting the operation of such financial covenants and/or interest or Letter of Credit Fee determinations (or if the Administrative Agent notifies the Borrower in writing that the Required Lenders wish to amend any financial covenant in Section 8.2, any related definition and/or the definition of the term Leverage Ratio for purposes of interest and Letter of Credit Fee determinations to eliminate the effect of any such change in GAAP), then the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratios or requirements to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, the Loan Parties’ compliance with such covenants and/or the definition of the term Leverage Ratio for purposes of interest and Letter of Credit Fee determinations shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenants or definitions are amended in a manner satisfactory to the Borrower and the Required Lenders, and the Loan Parties shall provide to the Administrative Agent, when they deliver their financial statements pursuant to Section 8.3.1 [Quarterly Financial Statements] and 8.3.2 [Annual Financial Statements] of this Agreement, such reconciliation statements as shall be reasonably requested by the Administrative Agent. Without limiting the foregoing, leases (including, for greater certainty, all leases entered into before, on and after the Closing Date) shall continue to be classified and accounted for on a basis consistent with that reflected in the Historical Financial Statements referred to in Section 6.1.9 for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

1.4 Currency Calculations. All financial statements and Compliance Certificates shall be set forth in Dollars. For purposes of preparing the financial statements, calculating financial covenants and determining compliance with covenants expressed in Dollars, Optional Currencies shall be converted to Dollars on a weighted average in accordance with GAAP.

2. REVOLVING CREDIT AND SWING LOAN FACILITIES

2.1 Revolving Credit Commitments.

2.1.1 Revolving Credit Loans; Optional Currency Loans. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Lender severally agrees to make Revolving Credit Loans in either Dollars or one or more Optional Currencies to the Borrower at any time or from time to time on or after the date hereof to the Expiration Date; provided that after giving effect to each such Loan (i) the aggregate Dollar Equivalent amount of Revolving Credit Loans from such Lender shall not exceed such Lender's Revolving Credit Commitment minus such Lender's Ratable Share of the Letter of Credit Obligations and outstanding Swing Loans, (ii) the Revolving Facility Usage shall not exceed the aggregate Revolving Credit Commitments of the Lenders, (iii) no Revolving Credit Loan to which the Base Rate Option applies shall be made in an Optional Currency, and (iv) the aggregate Dollar Equivalent principal amount of Revolving Credit Loans made in an Optional Currency (each an "**Optional Currency Loan**") shall not exceed \$75,000,000 (the "**Optional Currency Sublimit**"). Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1.

2.1.2 Swing Loan Commitment. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, and in order to facilitate loans and repayments between Settlement Dates, PNC may, at its option, cancelable at any time for any reason whatsoever, make swing loans in Dollars (the "**Swing Loans**") to the Borrower at any time or from time to time after the date hereof to, but not including, the Expiration Date, in an aggregate principal amount up to but not in excess of \$20,000,000, provided that after giving effect to such Loan, the Revolving Facility Usage shall not exceed the aggregate Revolving Credit Commitments of the Lenders. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1.2.

2.1.3 Restatement of Commitments. This Agreement amends and restates the Existing Credit Agreement. The commitments of the Lenders under this Agreement replace the commitments of the lenders under the Existing Credit Agreement. From and after the Closing Date, the commitments of the lenders under the Existing Credit Agreement no longer constitute a separate obligation of such lenders, and the Borrower hereby terminates commitments of lenders under the Existing Credit Agreement which are not parties to this Agreement.

2.2 Nature of Lenders' Obligations with Respect to Revolving Credit Loans. Each Lender shall be obligated to participate in each request for Revolving Credit Loans pursuant to Section 2.5 [Revolving Credit Loan Requests; Swing Loan Requests] in accordance with its Ratable Share. The aggregate Dollar Equivalent of each Lender's Revolving Credit Loans outstanding hereunder to the Borrower at any time shall never exceed its Revolving Credit Commitment minus its Ratable Share of the outstanding Swing Loans and Letter of Credit Obligations. The obligations of each Lender hereunder are several. The failure of any Lender to perform its obligations hereunder shall not affect the Obligations of the Borrower to any other party nor shall any other party be liable for the failure of such Lender to perform its obligations hereunder. The Lenders shall have no obligation to make Revolving Credit Loans hereunder on or after the Expiration Date.

2.3 Commitment Fees. Accruing from the date hereof until the Expiration Date, the Borrower agrees to pay to the Administrative Agent for the account of each Lender according to its Ratable Share, a nonrefundable commitment fee (the “**Commitment Fee**”) equal to the Applicable Commitment Fee Rate (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) multiplied by the average daily difference between the amount of (i) the Revolving Credit Commitments and (ii) the Revolving Facility Usage (provided however, that solely in connection with determining the share of each Lender in the Commitment Fee, the Revolving Facility Usage with respect to the portion of the Commitment Fee allocated to PNC shall include the full amount of the outstanding Swing Loans, and with respect to the portion of the Commitment Fee allocated by the Administrative Agent to all of the Lenders other than PNC, such portion of the Commitment Fee shall be calculated (according to each such Lender’s Ratable Share) as if the Revolving Facility Usage excludes the outstanding Swing Loans); provided, further, that any Commitment Fee accrued with respect to the Revolving Credit Commitment of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such Commitment Fee shall otherwise have been due and payable by the Borrower prior to such time; and provided further that no Commitment Fee shall accrue with respect to the Revolving Credit Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender. Subject to the proviso in the directly preceding sentence, all Commitment Fees shall be payable in arrears on each Payment Date.

The Applicable Commitment Fee Rate shall be recomputed as of the end of each fiscal quarter ending after the Closing Date by dividing the Revolving Facility Usage by the Revolving Credit Commitments of the Lenders as of such quarter end. Any increase or decrease in the Applicable Commitment Fee Rate computed as of a quarter end shall be effective on the date on which the Compliance Certificate evidencing such computation is due to be delivered under Section 8.3.3 [Certificate of Borrower]. If a Compliance Certificate is not delivered when due in accordance with such Section 8.3.3, then the Applicable Commitment Fee Rate shall be 0.35% as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered.

2.4 Termination or Reduction of Revolving Credit Commitments. The Borrower shall have the right, upon not less than five (5) Business Days’ notice to the Administrative Agent, to terminate the Revolving Credit Commitments or, from time to time, to reduce the aggregate amount of the Revolving Credit Commitments (ratably among the Lenders in proportion to their Ratable Shares); provided that no such termination or reduction of Revolving Credit Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Credit Loans made on the effective date thereof, the Revolving Facility Usage would exceed the aggregate Revolving Credit Commitments of the Lenders. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Credit Commitments then in effect. Any such reduction or termination shall be accompanied by prepayment of the Notes, together with outstanding

Commitment Fees, and the full amount of interest accrued on the principal sum to be prepaid (and all amounts referred to in Section 5.10 [Indemnity] hereof) to the extent necessary to cause the aggregate Revolving Facility Usage after giving effect to such prepayments to be equal to or less than the Revolving Credit Commitments as so reduced or terminated. Any notice to reduce the Revolving Credit Commitments under this Section 2.4 shall be irrevocable.

2.5 Revolving Credit Loan Requests; Swing Loan Requests.

2.5.1 Revolving Credit Loan Requests. Except as otherwise provided herein, the Borrower may from time to time prior to the Expiration Date request the Lenders to make Revolving Credit Loans, or renew or convert the Interest Rate Option applicable to existing Revolving Credit Loans pursuant to Section 4.2 [Interest Periods], by delivering to the Administrative Agent, not later than 12:00 p.m., (i) three (3) Business Days prior to the proposed Borrowing Date with respect to the making of Revolving Credit Loans in Dollars to which the Euro-Rate Option applies or the conversion to or the renewal of the Euro-Rate Option for any Loans in Dollars; (ii) four (4) Business Days prior to the proposed Borrowing Date with respect to the making of Optional Currency Loans or the date of renewal of the Euro-Rate Option for any Optional Currency Loan; and (iii) the same Business Day of the proposed Borrowing Date with respect to the making of a Revolving Credit Loan to which the Base Rate Option applies or the last day of the preceding Interest Period with respect to the conversion to the Base Rate Option for any Loan, of a duly completed request therefor substantially in the form of Exhibit 2.5.1 or a request by telephone immediately confirmed in writing by letter, facsimile or telex in such form (each, a “**Loan Request**”), it being understood that the Administrative Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Loan Request shall be irrevocable and shall specify (A) the aggregate amount of the proposed Loans (expressed in the currency in which such Loans shall be funded) comprising each Borrowing Tranche, and, if applicable, the Interest Period, which amount shall be in (1) integral multiples of \$500,000 (or the Dollar Equivalent thereof) and not less than \$1,000,000 (or the Dollar Equivalent thereof) for each Borrowing Tranche under the Euro-Rate Option, and (2) not less than the lesser of \$100,000 or the maximum amount available for Borrowing Tranches to which the Base Rate Option applies, (B) whether the Euro-Rate Option or Base Rate Option shall apply to the proposed Revolving Credit Loans comprising the applicable Borrowing Tranche, (C) the currency in which such Loans shall be funded if the Borrower elects the Euro-Rate Option, and (D) in the case of a Borrowing Tranche to which the Euro-Rate Option applies, an appropriate Interest Period for the Loans comprising such Borrowing Tranche. No Optional Currency Loan may be converted into a Base Rate Loan or a Loan denominated in a different Optional Currency.

2.5.2 Swing Loan Requests. Except as otherwise provided herein, the Borrower may from time to time prior to the Expiration Date request the Swing Loan Lender to make Swing Loans in Dollars by delivery to the Swing Loan Lender not later than 11:00a.m. on the proposed Borrowing Date of a duly completed request therefor substantially in the form of Exhibit 2.5.2 hereto or a request by telephone immediately confirmed in writing by letter, facsimile or telex (each, a “**Swing Loan Request**”), it being understood that the Administrative Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Swing Loan Request shall be irrevocable and shall specify the proposed Borrowing Date and the principal amount of such Swing Loan, which shall be in integral multiples of \$100,000 and not less than \$500,000.

2.6 Making Revolving Credit Loans and Swing Loans; Presumptions by the Administrative Agent; Repayment of Revolving Credit Loans; Borrowings to Repay Swing Loans.

2.6.1 Making Revolving Credit Loans. The Administrative Agent shall, promptly after receipt by it of a Loan Request pursuant to Section 2.5 [Revolving Credit Loan Requests; Swing Loan Requests], notify the Lenders of its receipt of such Loan Request specifying the information provided by the Borrower, including the currency in which the Revolving Credit Loan is requested, and the apportionment among the Lenders of the requested Revolving Credit Loans as determined by the Administrative Agent in accordance with Section 2.2 [Nature of Lenders' Obligations with Respect to Revolving Credit Loans]. Each Lender shall remit the principal amount of each Revolving Credit Loan in the requested Optional Currency (or in Dollars if so requested by the Administrative Agent) to the Administrative Agent such that the Administrative Agent is able to, and the Administrative Agent shall, to the extent the Lenders have made funds available to it for such purpose and subject to Section 7.2 [Each Loan or Letter of Credit], fund such Revolving Credit Loans to the Borrower in U.S. Dollars or the requested Optional Currency (as applicable) and immediately available funds at the Principal Office prior to 2:00 p.m., on the applicable Borrowing Date; provided that if any Lender fails to remit such funds to the Administrative Agent (or fails to remit such funds in the applicable Optional Currency) in a timely manner, the Administrative Agent may elect in its sole discretion to fund with its own funds, including funds in the requested Optional Currency, the Revolving Credit Loans of such Lender on such Borrowing Date, and such Lender shall be subject to the repayment obligation in Section 2.6.2 [Presumptions by the Administrative Agent].

2.6.2 Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Loan that such Lender will not make available to the Administrative Agent such Lender's share of such Loan, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.6.1 [Making Revolving Credit Loans] and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Loan available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to Loans under the Base Rate Option. If such Lender pays its share of the applicable Loan to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

2.6.3 Making Swing Loans. So long as PNC elects to make Swing Loans, PNC shall, after receipt by it of a Swing Loan Request pursuant to Section 2.5.2, [Swing Loan Requests] fund such Swing Loan to the Borrower in U.S. Dollars and immediately available funds at the Principal Office prior to 2:00 p.m. on the Borrowing Date.

2.6.4 Repayment of Revolving Credit Loans. The Borrower shall repay the Revolving Credit Loans together with all outstanding interest thereon on the Expiration Date.

2.6.5 Borrowings to Repay Swing Loans. PNC may, at its option, exercisable at any time for any reason whatsoever, demand repayment of the Swing Loans, and each Lender shall make a Revolving Credit Loan in an amount equal to such Lender's Ratable Share of the aggregate principal amount of the outstanding Swing Loans, plus, if PNC so requests, accrued interest thereon, provided that no Lender shall be obligated in any event to make Revolving Credit Loans in excess of its Revolving Credit Commitment minus its Ratable Share of Letter of Credit Obligations. Revolving Credit Loans made pursuant to the preceding sentence shall bear interest at the Base Rate Option and shall be deemed to have been properly requested in accordance with Section 2.5.1 [Revolving Credit Loan Requests] without regard to any of the requirements of that provision. PNC shall provide notice to the Lenders (which may be telephonic or written notice by letter, facsimile or telex) that such Revolving Credit Loans are to be made under this Section 2.6.5 and of the apportionment among the Lenders, and the Lenders shall be unconditionally obligated to fund such Revolving Credit Loans (whether or not the conditions specified in Section 2.5.1 [Revolving Credit Loan Requests] are then satisfied) by the time PNC so requests, which shall not be earlier than 2:00 p.m. on the Business Day next after the date the Lenders receive such notice from PNC.

2.6.6 Swing Loans Under Cash Management Agreements. In addition to making Swing Loans pursuant to the foregoing provisions of Section 2.6.3 [Making Swing Loans], without the requirement for a specific request from the Borrower pursuant to Section 2.5.2 [Swing Loan Requests], PNC as the Swing Loan Lender may make Swing Loans to the Borrower in accordance with the provisions of the agreements between the Borrower and such Swing Loan Lender relating to the Borrower's deposit, sweep and other accounts at such Swing Loan Lender and related arrangements and agreements regarding the management and investment of the Borrower's cash assets as in effect from time to time (the "**Cash Management Agreements**") to the extent of the daily aggregate net negative balance in the Borrower's accounts which are subject to the provisions of the Cash Management Agreements. Swing Loans made pursuant to this Section 2.6.6 in accordance with the provisions of the Cash Management Agreements shall (i) be subject to the limitations as to aggregate amount set forth in Section 2.1.2 [Swing Loan Commitment], (ii) not be subject to the limitations as to individual amount set forth in Section 2.5.2 [Swing Loan Requests], (iii) be payable by the Borrower, both as to principal and interest, at the rates and times set forth in the Cash Management Agreements (but in no event later than the Expiration Date), (iv) not be made at any time after such Swing Loan Lender has received written notice of the occurrence of an Event of Default and so long as such shall continue to exist, or, unless consented to by the Required Lenders, a Potential Default and so long as such shall continue to exist, (v) if not repaid by the Borrower in accordance with the provisions of the Cash Management Agreements, be subject to each Lender's obligation pursuant to Section 2.6.5 [Borrowings to Repay Swing Loans], and (vi) except as provided in the foregoing subsections (i) through (v), be subject to all of the terms and conditions of this Section 2.

2.7 Notes. The Obligation of the Borrower to repay the aggregate unpaid principal amount of the Revolving Credit Loans and Swing Loans made to it by each Lender, together with interest thereon, shall be evidenced by a revolving credit Note and a swing Note, dated the Closing Date payable to the order of such Lender in a face amount equal to the Revolving Credit Commitment or Swing Loan Commitment, as applicable, of such Lender.

2.8 Use of Proceeds. The proceeds of the Loans shall be used (i) to refinance Indebtedness of the Borrower under the Existing Credit Agreement, (ii) to provide working capital to the Borrower, (iii) for Capital Expenditures and financing for Permitted Acquisitions, and (iv) for general corporate purposes of the Borrower and its Subsidiaries as permitted by the terms of this Agreement, including transaction costs and expenses, and dividends and distributions permitted by Section 8.2.5 [Restricted Payments] of this Agreement.

2.9 Letter of Credit Subfacility.

2.9.1 Issuance of Letters of Credit. The Borrower or any Loan Party may at any time prior to the Expiration Date request the issuance of a letter of credit (each a "Letter of Credit"), which may be denominated in either Dollars or an Optional Currency, for its own account or the account of another Loan Party or on behalf of the Borrower and either an Excluded Subsidiary or a Subsidiary of the Borrower which is not a Loan Party (in which case the Borrower and such Excluded Subsidiary or Subsidiary, as applicable, shall be co-applicants with respect to such Letter of Credit), or the amendment or extension of an existing Letter of Credit, by delivering or transmitting electronically, or having such other Loan Party deliver or transmit electronically to an Issuing Lender (with a copy to the Administrative Agent) a completed application for letter of credit, or request for such amendment or extension, as applicable, in such form as such Issuing Lender may specify from time to time by no later than 10:00 a.m. at least five (5) Business Days, or such shorter period as may be agreed to by such Issuing Lender, in advance of the proposed date of issuance. The Borrower or any Loan Party shall authorize and direct such Issuing Lender to name the Borrower or any Loan Party or any Excluded Subsidiary or Subsidiary, as applicable, as the "Applicant" or "Account Party" of each Letter of Credit. Promptly after receipt of any letter of credit application, such Issuing Lender shall confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit application and if not, such Issuing Lender will provide the Administrative Agent with a copy thereof. All letters of credit which are identified on Schedule 2.9.1 hereto, which shall consist of all letters of credit outstanding on the Closing Date, shall be deemed to have been issued under this Agreement and shall constitute Letters of Credit, regardless of which Person is the applicant thereunder.

2.9.1.1 Unless such Issuing Lender has received notice from any Lender, the Administrative Agent or any Loan Party, at least one day prior to the requested date of issuance, amendment or extension of the applicable Letter of Credit, that one or more applicable conditions in Section 7 [Conditions of Lending and Issuance of Letters of Credit] is not satisfied, then, subject to the terms and conditions hereof and in reliance on the agreements of the other Lenders set forth in this Section 2.9, the Issuing Lender or any of such Issuing

Lender's Affiliates will issue the proposed Letter of Credit or agree to such amendment or extension, provided that each Letter of Credit shall (A) have a maximum maturity of twelve (12) months from the date of issuance (but may include a provision for the automatic extension of the Letter of Credit absent notice by such Issuing Lender to the beneficiary), and (B) in no event expire later than 364 days after the Expiration Date and provided further that in no event shall (i) the Letter of Credit Obligations exceed, at any one time, \$75,000,000 (the "**Letter of Credit Sublimit**") or (ii) the Revolving Facility Usage exceed, at any one time, the Revolving Credit Commitments. Each request by the Borrower for the issuance, amendment or extension of a Letter of Credit shall be deemed to be a representation by the Borrower that it shall be in compliance with the preceding sentence and with Section 7 [Conditions of Lending and Issuance of Letters of Credit] after giving effect to the requested issuance, amendment or extension of such Letter of Credit. Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to the beneficiary thereof, the applicable Issuing Lender will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

2.9.1.2 Notwithstanding Section 2.9.1.1, the Issuing Lenders shall not be under any obligation to issue any Letter of Credit if (i) any order, judgment or decree of any Official Body or arbitrator shall by its terms purport to enjoin or restrain such Issuing Lender from issuing the Letter of Credit, or any Law applicable to such Issuing Lender or any request or directive (whether or not having the force of law) from any Official Body with jurisdiction over such Issuing Lender shall prohibit, or request that such Issuing Lender refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such Issuing Lender with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Lender is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such Issuing Lender any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such Issuing Lender in good faith deems material to it, or (ii) the issuance of the Letter of Credit would violate one or more policies of such Issuing Lender applicable to letters of credit generally.

2.9.2 Letter of Credit Fees. The Borrower shall pay in Dollars (i) to the Administrative Agent for the ratable account of the Lenders a fee (the "**Letter of Credit Fee**") equal to the Applicable Letter of Credit Fee Rate on the daily Dollar Equivalent amount available to be drawn under each Letter of Credit, and (ii) to each Issuing Lender for its own account a fronting fee which shall accrue at the rate or rates per annum separately agreed upon by the Borrower and such Issuing Bank. All Letter of Credit Fees and fronting fees shall be computed on the basis of a year of 360 days and actual days elapsed and shall be payable quarterly in arrears on each Payment Date following issuance of each Letter of Credit and on the Expiration Date. The Borrower shall also pay (in Dollars) to each Issuing Lender for such Issuing Lender's sole account such Issuing Lender's then in effect customary fees and administrative expenses payable with respect to the Letters of Credit as such Issuing Lender may generally charge or incur from time to time in connection with the issuance, maintenance, amendment (if any), assignment or transfer (if any), negotiation, and administration of Letters of Credit.

2.9.3 Disbursements, Reimbursement. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally

agrees to, purchase from such Issuing Lender a participation in such Letter of Credit and each drawing thereunder in a Dollar Equivalent amount equal to such Lender's Ratable Share of the maximum amount available to be drawn under such Letter of Credit and the amount of such drawing, respectively.

2.9.3.1 In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, such Issuing Lender will promptly notify the Borrower and the Administrative Agent thereof. Provided that it shall have received such notice, the Borrower shall reimburse (such obligation to reimburse such Issuing Lender shall sometimes be referred to as a "**Reimbursement Obligation**") such Issuing Lender prior to 12:00 noon on each date that an amount is paid by such Issuing Lender under any Letter of Credit (each such date, a "**Drawing Date**") by paying to the Administrative Agent for the account of such Issuing Lender an amount equal to the amount so paid by such Issuing Lender, in the same currency as paid, unless otherwise required by the Administrative Agent or such Issuing Lender, or unless such currency is an Unavailable Currency, in which case the Borrower shall pay the Dollar Equivalent amount of the amount paid by such Issuing Lender under the Letter of Credit. Notwithstanding the foregoing sentence, with respect to the China JV Letter of Credit, and subject to the approval of the Issuing Lender thereof, Borrower may repay, in Dollars, the Dollar Equivalent Amount paid by such Issuing Lender under the China JV Letter of Credit. In the event the Borrower fails to reimburse such Issuing Lender (through the Administrative Agent) for the full amount of any drawing under any Letter of Credit by 12:00 noon on the Drawing Date, the Administrative Agent will promptly notify each Lender thereof, and the Borrower shall be deemed to have requested that Revolving Credit Loans be made in a Dollar Equivalent Amount of such Reimbursement Obligations by the Lenders under the Base Rate Option to be disbursed on the Drawing Date under such Letter of Credit, subject to the amount of the unutilized portion of the Revolving Credit Commitment and subject to the conditions set forth in Section 7.2 [Each Loan or Letter of Credit] other than any notice requirements. Any notice given by the Administrative Agent or Issuing Lender pursuant to this Section 2.9.3.1 may be oral if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

2.9.3.2 Each Lender shall upon any notice pursuant to Section 2.9.3.1 make available to the Administrative Agent for the account of such Issuing Lender an amount in Dollars in immediately available funds equal to its Ratable Share of the Dollar Equivalent amount of the drawing, whereupon the participating Lenders shall (subject to Section 2.9.3 [Disbursements; Reimbursement]) each be deemed to have made a Revolving Credit Loan in Dollars under the Base Rate Option to the Borrower in that amount. If any Lender so notified fails to make available in Dollars to the Administrative Agent for the account of such Issuing Lender the amount of such Lender's Ratable Share of such amount by no later than 2:00 p.m. on the Drawing Date, then interest shall accrue on such Lender's obligation to make such payment, from the Drawing Date to the date on which such Lender makes such payment (i) at a rate per annum equal to the Federal Funds Effective Rate during the first three (3) days following the Drawing Date and (ii) at a rate per annum equal to the rate applicable to Revolving Credit Loans under the Base Rate Option on and after the fourth day following the Drawing Date. The Administrative Agent and such Issuing Lender will promptly give notice (as described in Section 2.9.3.1 above) of the occurrence of the Drawing Date, but failure of the Administrative Agent or such Issuing Lender to give any such notice on the Drawing Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligation under this Section 2.9.3.2.

2.9.3.3 With respect to any unreimbursed drawing that is not converted into Revolving Credit Loans in Dollars under the Base Rate Option to the Borrower in whole or in part as contemplated by Section 2.9.3.1, because of the Borrower's failure to satisfy the conditions set forth in Section 7.2 [Each Loan or Letter of Credit] other than any notice requirements, or for any other reason, the Borrower shall be deemed to have incurred from such Issuing Lender a borrowing (each a "**Letter of Credit Borrowing**") in Dollars in the amount of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to the Revolving Credit Loans under the Base Rate Option. Each Lender's payment to the Administrative Agent for the account of such Issuing Lender pursuant to Section 2.9.3 [Disbursements, Reimbursement] shall be deemed to be a payment in respect of its participation in such Letter of Credit Borrowing (each a "**Participation Advance**") from such Lender in satisfaction of its participation obligation under this Section 2.9.3.

2.9.4 Repayment of Participation Advances.

2.9.4.1 Upon (and only upon) receipt by the Administrative Agent for the account of such Issuing Lender of immediately available funds from the Borrower (i) in reimbursement of any payment made by such Issuing Lender under the Letter of Credit with respect to which any Lender has made a Participation Advance to the Administrative Agent, or (ii) in payment of interest on such a payment made by such Issuing Lender under such a Letter of Credit, the Administrative Agent on behalf of such Issuing Lender will pay to each Lender, in the same funds as those received by the Administrative Agent, the amount of such Lender's Ratable Share of such funds, except the Administrative Agent shall retain for the account of such Issuing Lender the amount of the Ratable Share of such funds of any Lender that did not make a Participation Advance in respect of such payment by such Issuing Lender.

2.9.4.2 If the Administrative Agent is required at any time to return to any Loan Party, or to a trustee, receiver, liquidator, custodian, or any official in any Insolvency Proceeding, any portion of any payment made by any Loan Party to the Administrative Agent for the account of such Issuing Lender pursuant to this Section in reimbursement of a payment made under any Letter of Credit or interest or fees thereon, each Lender shall, on demand of the Administrative Agent, forthwith return to the Administrative Agent for the account of such Issuing Lender the amount of its Ratable Share of any amounts so returned by the Administrative Agent plus interest thereon from the date such demand is made to the date such amounts are returned by such Lender to the Administrative Agent, at a rate per annum equal to the Federal Funds Effective Rate (or, for any payment in an Optional Currency, the Overnight Rate) in effect from time to time.

2.9.5 Documentation. Each Loan Party agrees to be bound by the terms of such Issuing Lender's application and agreement for letters of credit and such Issuing Lender's written regulations and customary practices relating to letters of credit, though such interpretation may be different from such Loan Party's own. In the event of a conflict between such application or agreement and this Agreement, this Agreement shall govern. It is understood and agreed that,

except in the case of gross negligence or willful misconduct, such Issuing Lender shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following any Loan Party's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

2.9.6 Determinations to Honor Drawing Requests. In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, such Issuing Lender shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit.

2.9.7 Nature of Participation and Reimbursement Obligations. Each Lender's obligation in accordance with this Agreement to make the Revolving Credit Loans or Participation Advances, as contemplated by Section 2.9.3 [Disbursements, Reimbursement], as a result of a drawing under a Letter of Credit, and the Obligations of the Borrower to reimburse the Issuing Lenders upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.9 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against such Issuing Lender or any of its Affiliates, the Borrower or any other Person for any reason whatsoever, or which any Loan Party may have against such Issuing Lender or any of its Affiliates, any Lender or any other Person for any reason whatsoever;

(ii) the failure of any Loan Party or any other Person to comply, in connection with a Letter of Credit Borrowing, with the conditions set forth in Sections 2.1 [Revolving Credit Commitments], 2.5 [Revolving Credit Loan Requests; Swing Loan Requests], 2.6 [Making Revolving Credit Loans and Swing Loans; Etc.] or 7.2 [Each Loan or Letter of Credit] or as otherwise set forth in this Agreement for the making of a Revolving Credit Loan, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing and the obligation of the Lenders to make Participation Advances under Section 2.9.3 [Disbursements, Reimbursement];

(iii) any lack of validity or enforceability of any Letter of Credit;

(iv) any claim of breach of warranty that might be made by any Loan Party or any Lender against any beneficiary of a Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, crossclaim, defense or other right which any Loan Party or any Lender may have at any time against a beneficiary, successor beneficiary any transferee or assignee of any Letter of Credit or the proceeds thereof (or any Persons for whom any such transferee may be acting), such Issuing Lender or its Affiliates or any Lender or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between any Loan Party or Subsidiaries of a Loan Party and the beneficiary for which any Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, or the transport of any property or provision of services relating to a Letter of Credit, in each case even if such Issuing Lender or any of its Affiliates has been notified thereof;

(vi) payment by such Issuing Lender or any of its Affiliates under any Letter of Credit against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit;

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(viii) any failure by such Issuing Lender or any of its Affiliates to issue any Letter of Credit in the form requested by any Loan Party, unless such Issuing Lender has received written notice from such Loan Party of such failure within three Business Days after such Issuing Lender shall have furnished such Loan Party and the Administrative Agent a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of any Loan Party or Subsidiaries of a Loan Party;

(x) any breach of this Agreement or any other Loan Document by any party thereto;

(xi) the occurrence or continuance of an Insolvency Proceeding with respect to any Loan Party;

(xii) the fact that an Event of Default or a Potential Default shall have occurred and be continuing;

(xiii) the fact that the Expiration Date shall have passed or this Agreement or the Commitments hereunder shall have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

2.9.8 Indemnity. The Borrower hereby agrees to protect, indemnify, pay and save harmless each Issuing Lender and any of its Affiliates that has issued a Letter of Credit from and against any and all claims, demands, liabilities, damages, taxes, penalties, interest, judgments, losses, costs, charges and expenses (including reasonable fees, expenses and disbursements of counsel and allocated costs of internal counsel) which such Issuing Lender or any of its Affiliates may incur or be subject to as a consequence, direct or indirect, of the

issuance of any Letter of Credit, other than as a result of (A) the gross negligence or willful misconduct of such Issuing Lender as determined by a final non-appealable judgment of a court of competent jurisdiction, (B) failure by such Issuing Lender to comply with Section 2.9.6 [Determinations to Honor Drawing Requests] in a material manner, or (C) the wrongful dishonor by such Issuing Lender or any of its Affiliates of a proper demand for payment made under any Letter of Credit, except if such dishonor resulted from any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or governmental authority.

2.9.9 Liability for Acts and Omissions. As between any Loan Party and each Issuing Lender, or such Issuing Lender's Affiliates, such Loan Party assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the foregoing, such Issuing Lender shall not be responsible for any of the following, including any losses or damages to any Loan Party or other Person or property relating therefrom: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if such Issuing Lender or its Affiliates shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required in order to draw upon such Letter of Credit or any other claim of any Loan Party against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among any Loan Party and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of such Issuing Lender or its Affiliates, as applicable, including any act or omission of any Official Body, and none of the above shall affect or impair, or prevent the vesting of, any of such Issuing Lender's or its Affiliates rights or powers hereunder. Nothing in the preceding sentence shall relieve such Issuing Lender from liability for such Issuing Lender's gross negligence or willful misconduct in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall such Issuing Lender or its Affiliates be liable to any Loan Party for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including attorneys' fees), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

Without limiting the generality of the foregoing, each Issuing Lender and each of its Affiliates (i) may rely on any oral or other communication believed in good faith by such Issuing Lender or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit, (ii) may honor any presentation if the documents presented appear on their face substantially to comply with the terms and conditions of the relevant Letter of Credit; (iii) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor

was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by such Issuing Lender or its Affiliate; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on such Issuing Lender or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each an "**Order**") and honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by such Issuing Lender or its Affiliates under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith, shall not put such Issuing Lender or its Affiliates under any resulting liability to the Borrower or any Lender.

2.9.10 Issuing Lender Reporting Requirements. Each Issuing Lender shall, on the first Business Day of each month, provide to Administrative Agent and Borrower a schedule of the Letters of Credit issued by it, in form and substance satisfactory to Administrative Agent, showing the date of issuance of each Letter of Credit, the account party, the original face amount (if any), and the expiration date of any Letter of Credit outstanding at any time during the preceding month, and any other information relating to such Letter of Credit that the Administrative Agent may request.

2.9.11 Cash Collateral. (i) Upon the request of Administrative Agent, if any Issuing Lender has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an Letter of Credit Borrowing, then Borrower shall immediately Cash Collateralize the then outstanding amount of the Letter of Credit Obligation relating to such Letter of Credit, or (ii) if, as of five (5) days prior to the Expiration Date, any Letter of Credit Obligation for any reason remains outstanding, Borrower shall immediately Cash Collateralize the then outstanding amount of all Letter of Credit Obligations. Borrower hereby grants to Administrative Agent, for the benefit of each Issuing Lender and the Lenders, a security interest in all Cash Collateral pledged pursuant to this Section or otherwise under this Agreement. All Cash Collateral shall be maintained in a deposit account at the Administrative Agent. If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable obligations secured thereby, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

2.10 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(i) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.3 [Commitment Fees];

(ii) the Commitment and outstanding Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 11.1 [Modifications, Amendments or Waivers]); provided, that this clause (ii) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly affected thereby;

(iii) if any Swing Loans are outstanding or any Letter of Credit Obligations exist at the time such Lender becomes a Defaulting Lender, then:

(a) all or any part of the outstanding Swing Loans and Letter of Credit Obligations of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Ratable Shares but only to the extent that (x) the Revolving Facility Usage does not exceed the total of all non-Defaulting Lenders' Revolving Credit Commitments, and (y) no Potential Default or Event of Default has occurred and is continuing at such time;

(b) if the reallocation described in clause (a) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (x) first, prepay such outstanding Swing Loans, and (y) second, cash collateralize for the benefit of such Issuing Lender the Borrower's obligations corresponding to such Defaulting Lender's Letter of Credit Obligations (after giving effect to any partial reallocation pursuant to clause (a) above) in a deposit account held at the Administrative Agent for so long as such Letter of Credit Obligations are outstanding;

(c) if the Borrower cash collateralizes any portion of such Defaulting Lender's Letter of Credit Obligations pursuant to clause (b) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.9.2 [Letter of Credit Fees] with respect to such Defaulting Lender's Letter of Credit Obligations during the period such Defaulting Lender's Letter of Credit Obligations are cash collateralized;

(d) if the Letter of Credit Obligations of the non-Defaulting Lenders are reallocated pursuant to clause (a) above, then the fees payable to the Lenders pursuant to Section 2.9.2 [Letter of Credit Fees] shall be adjusted in accordance with such non-Defaulting Lenders' Ratable Share; and

(e) if all or any portion of such Defaulting Lender's Letter of Credit Obligations are neither reallocated nor cash collateralized pursuant to clause (a) or (b) above, then, without prejudice to any rights or remedies of such Issuing Lender or any other Lender hereunder, all Letter of Credit Fees payable under Section 2.9.2 [Letter of Credit Fees]

with respect to such Defaulting Lender's Letter of Credit Obligations shall be payable to such Issuing Lender (and not to such Defaulting Lender) until and to the extent that such Letter of Credit Obligations are reallocated and/or cash collateralized; and

(iv) so long as such Lender is a Defaulting Lender, PNC shall not be required to fund any Swing Loans and such Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless such Issuing Lender is satisfied that the related exposure and the Defaulting Lender's then outstanding Letter of Credit Obligations will be 100% covered by the Revolving Credit Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.10(iii), and participating interests in any newly made Swing Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.10(iii)(a) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to a parent company of any Lender shall occur following the date hereof and for so long as such event shall continue, or (ii) PNC or an Issuing Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, PNC shall not be required to fund any Swing Loan and the Issuing Lenders shall not be required to issue, amend or increase any Letter of Credit, unless PNC or such Issuing Lender, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to PNC or such Issuing Lender, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Borrower, PNC and the Issuing Lender agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Administrative Agent will so notify the parties hereto, and the Ratable Share of the Swing Loans and Letter of Credit Obligations of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment, and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swing Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Ratable Share.

2.11 Increase in Revolving Credit Commitments.

2.11.1 Increasing Lenders and New Lenders. The Borrower may, at any time prior to the Expiration Date, but not more often than two (2) times during the term of this Agreement, request that (1) the current Lenders increase their Revolving Credit Commitments (any current Lender which elects to increase its Revolving Credit Commitment shall be referred to as an "**Increasing Lender**") or (2) one or more new lenders reasonably satisfactory to the Borrower and the Administrative Agent (each a "**New Lender**") join this Agreement and provide a Revolving Credit Commitment hereunder, subject to the following terms and conditions:

(i) No Obligation to Increase. No current Lender shall be obligated to increase its Revolving Credit Commitment and any increase in the Revolving Credit Commitment by any current Lender shall be in the sole discretion of such current Lender.

(ii) Defaults. There shall exist no Events of Default or Potential Default on the effective date of such increase after giving effect to such increase.

(iii) Aggregate Revolving Credit Commitments. After giving effect to such increase, the total Revolving Credit Commitments shall not exceed \$350,000,000.

(iv) Resolutions; Opinion. The Loan Parties shall deliver to the Administrative Agent on or before the effective date of such increase the following documents in a form reasonably acceptable to the Administrative Agent: (1) certifications of their corporate secretaries with attached resolutions certifying that the increase in the Revolving Credit Commitment has been approved by such Loan Parties, and (2) an opinion of counsel addressed to the Administrative Agent and the Lenders addressing the authorization and execution of the Loan Documents by, and enforceability of the Loan Documents against, the Loan Parties.

(v) Notes. The Borrower shall execute and deliver (1) to each Increasing Lender a replacement revolving credit Note reflecting the new amount of such Increasing Lender's Revolving Credit Commitment after giving effect to the increase (and the prior Note issued to such Increasing Lender shall be deemed to be terminated) and (2) to each New Lender a revolving credit Note reflecting the amount of such New Lender's Revolving Credit Commitment.

(vi) Increasing Lenders. Each Increasing Lender shall confirm its agreement to increase its Revolving Credit Commitment pursuant to an acknowledgement in a form acceptable to the Administrative Agent, signed by it and the Borrower and delivered to the Administrative Agent at least five (5) days before the effective date of such increase.

(vii) New Lenders—Joinder. Each New Lender shall execute a lender joinder in substantially the form of Exhibit 2.11 pursuant to which such New Lender shall join and become a party to this Agreement and the other Loan Documents with a Revolving Credit Commitment in the amount set forth in such lender joinder.

2.11.2 Treatment of Outstanding Loans and Letters of Credit.

(i) Repayment of Outstanding Loans; Borrowing of New Loans. On the on the effective date of such increase, the Borrower shall repay all Loans then outstanding, subject to the Borrower's indemnity obligations under Section 5.10 [Indemnity]; provided that it may borrow new Loans with a Borrowing Date on such date. Each of the Lenders shall participate in any new Loans made on or after such date in accordance with their respective Ratable Shares after giving effect to the increase in Revolving Credit Commitments contemplated by this Section 2.11.

(ii) Outstanding Letters of Credit. Repayment of Outstanding Loans; Borrowing of New Loans. On the effective date of such increase, each Increasing Lender and each New Lender (i) will be deemed to have purchased a participation in each then outstanding Letter of Credit equal to its Ratable Share of such Letter of Credit and the participation of each other Lender in such Letter of Credit shall be adjusted accordingly and (ii) will acquire, (and will pay to the Administrative Agent, for the account of each Lender, in immediately available funds, an amount equal to) its Ratable Share of all outstanding Participation Advances.

2.12 Utilization of Commitments in Optional Currencies.

2.12.1 Periodic Computations of Dollar Equivalent Amounts of Revolving Credit Loans that are Optional Currency Loans and Letters of Credit Outstanding; Repayment in Same Currency. For purposes of determining utilization of the Revolving Credit Commitments, the

Administrative Agent will determine the Dollar Equivalent amount of (i) the proposed Revolving Credit Loans that are Optional Currency Loans and Letters of Credit to be denominated in an Optional Currency as of the requested Borrowing Date or date of issuance, as the case may be, (ii) the outstanding Letter of Credit Obligations denominated in an Optional Currency as of the last Business Day of each month, and (iii) the outstanding Revolving Credit Loans denominated in an Optional Currency as of the end of each Interest Period (each such date under clauses (i) through (iii), and any other date on which the Administrative Agent determines it is necessary or advisable to compute the Dollar Equivalent amount of an Optional Currency or an Unavailable Currency, in its sole discretion, is referred to as a “**Computation Date**”). Unless otherwise provided in this Agreement or agreed to by the Administrative Agent and the Company, each Loan and Reimbursement Obligation shall be repaid or prepaid in the same currency in which the Loan or Reimbursement Obligation was made.

2.12.2 Notices From Lenders That Optional Currencies Are Unavailable to Fund New Loans. The Lenders shall be under no obligation to make the Revolving Credit Loans requested by the Borrower which are denominated in an Optional Currency if any Lender notifies the Administrative Agent by 5:00 p.m. four (4) Business Days prior to the Borrowing Date for such Revolving Credit Loans that such Lender cannot provide its Revolving Credit Ratable Share of such Revolving Credit Loans in such Optional Currency. In the event the Administrative Agent timely receives a notice from a Lender pursuant to the preceding sentence, the Administrative Agent will notify the Borrower no later than 12:00 noon three (3) Business Days prior to the Borrowing Date for such Revolving Credit Loans that the Optional Currency is not then available for such Revolving Credit Loans, and the Administrative Agent shall promptly thereafter notify the Lenders of the same and the Lenders shall not make such Revolving Credit Loans requested by the Borrower under its Loan Request.

2.12.3 Notices From Lenders That Optional Currencies Are Unavailable to Fund Renewals of the Euro-Rate Option. If the Borrower delivers a Loan Request requesting that the Lenders renew the Euro-Rate Option with respect to an outstanding Borrowing Tranche of Revolving Credit Loans denominated in an Optional Currency, the Lenders shall be under no obligation to renew such Euro-Rate Option if any Lender delivers to the Administrative Agent a notice by 5:00 p.m. four (4) Business Days prior to the effective date of such renewal that such Lender cannot continue to provide Revolving Credit Loans in such Optional Currency. In the event the Administrative Agent timely receives a notice from a Lender pursuant to the preceding sentence, the Administrative Agent will notify the Borrower no later than 12:00 noon three (3) Business Days prior to the renewal date that the renewal of such Revolving Credit Loans in such Optional Currency is not then available, and the Administrative Agent shall promptly thereafter notify the Lenders of the same. If the Administrative Agent shall have so notified the Borrower that any such continuation of such Revolving Credit Loans in such Optional Currency is not then available, any notice of renewal with respect thereto shall be deemed withdrawn, and such Loans shall be redenominated into Loans in Dollars at the Base Rate Option or Euro-Rate Option, at the Borrower’s option (subject, in the case of the Euro-Rate Option, to compliance with Section 2.6.1 [Making Revolving Credit Loans, Etc.] and Section 4.1[Interest Rate Options]), with effect from the last day of the Interest Period with respect to any such Loans. The Administrative Agent will promptly notify the Borrower and the Lenders of any such redenomination, and in such notice, the Administrative Agent will state the aggregate Dollar Equivalent amount of the redenominated Revolving Credit Loans in an Optional Currency as of the applicable

2.12.4 European Monetary Union.

(i) Payments In Euros Under Certain Circumstances. If (i) any Optional Currency ceases to be lawful currency of the nation issuing the same and is replaced by the Euro or (ii) any Optional Currency and the Euro are at the same time recognized by any governmental authority of the nation issuing such currency as lawful currency of such nation and the Administrative Agent or the Required Lenders shall so request in a notice delivered to the Borrower, then any amount payable hereunder by any party hereto in such Optional Currency shall instead be payable in the Euro and the amount so payable shall be determined by translating the amount payable in such Optional Currency to the Euro at the exchange rate established by that nation for the purpose of implementing the replacement of the relevant Optional Currency by the Euro (and the provisions governing payments in Optional Currencies in this Agreement shall apply to such payment in the Euro as if such payment in the Euro were a payment in an Optional Currency). Prior to the occurrence of the event or events described in clause (i) or (ii) of the preceding sentence, each amount payable hereunder in any Optional Currency will, except as otherwise provided herein, continue to be payable only in that currency.

(ii) Additional Compensation Under Certain Circumstances. The Borrower agrees, at the request of any Lender, to compensate such Lender for any loss, cost, expense or reduction in return that such Lender shall reasonably determine shall be incurred or sustained by such Lender as a result of the replacement of any Optional Currency by the Euro and that would not have been incurred or sustained but for the transactions provided for herein. A certificate of any Lender setting forth such Lender's determination of the amount or amounts necessary to compensate such Lender shall be delivered to the Borrower and shall be conclusive absent manifest error so long as such determination is made on a reasonable basis. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(iii) Requests for Additional Optional Currencies. The Borrower may deliver to the Administrative Agent a written request that Revolving Credit Loans hereunder also be permitted to be made in any other lawful currency (other than Dollars), in addition to the currencies specified in the definition of "Optional Currency" herein, provided that such currency must be freely traded in the offshore interbank foreign exchange markets, freely transferable, freely convertible into Dollars and available to the Lenders in the Relevant Interbank Market. The Administrative Agent will promptly notify the Lenders of any such request promptly after the Administrative Agent receives such request. The Administrative Agent will promptly notify the Borrower of the acceptance or rejection by the Administrative Agent and each of the Lenders of the Borrower's request. The requested currency shall be approved as an Optional Currency hereunder only if the Administrative Agent and all of the Lenders approve of the Borrower's request.

3. [RESERVED]

4. INTEREST RATES

4.1 Interest Rate Options. The Borrower shall pay interest in respect of the outstanding unpaid principal amount of the Loans as selected by it from the Base Rate Option or Euro-Rate Option set forth below applicable to the Loans, it being understood that, subject to the provisions of this Agreement, the Borrower may select different Interest Rate Options and different Interest Periods to apply simultaneously to the Loans comprising different Borrowing Tranches and may convert to or renew one or more Interest Rate Options with respect to all or any portion of the Loans comprising any Borrowing Tranche; provided that there shall not be at any one time outstanding more than twelve (12) Borrowing Tranches in the aggregate among all of the Loans and provided further that if an Event of Default or Potential Default exists and is continuing, the Borrower may not request, convert to, or renew the Euro-Rate Option for any Loans. If at any time the designated rate applicable to any Loan made by any Lender exceeds such Lender's highest lawful rate, the rate of interest on such Lender's Loan shall be limited to such Lender's highest lawful rate. Interest on the principal amount of each Optional Currency Loan shall be paid by the Borrower in such Optional Currency. Notwithstanding anything to the contrary herein, the As-Offered Rate shall only apply to Swing Loans.

4.1.1 Revolving Credit Interest Rate Options; Swing Line Interest Rate. The Borrower shall have the right to select from the following Interest Rate Options applicable to the Revolving Credit Loans:

(i) Revolving Credit Base Rate Option: A fluctuating rate per annum (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) equal to the Base Rate plus the Applicable Margin, such interest rate to change automatically from time to time effective as of the effective date of each change in the Base Rate; or

(ii) Revolving Credit Euro-Rate Option: A rate per annum (computed on the basis of a year of 360 days and actual days elapsed) equal to the Euro-Rate as determined for each applicable Interest Period plus the Applicable Margin.

Subject to Section 4.3 [Interest After Default], only the Base Rate Option applicable to Revolving Credit Loans or the As-Offered Rate, as selected by the Borrower, shall apply to the Swing Loans.

4.1.2 Rate Quotations. The Borrower may call the Administrative Agent on or before the date on which a Loan Request is to be delivered to receive an indication of the rates then in effect, but it is acknowledged that such projection shall not be binding on the Administrative Agent or the Lenders nor affect the rate of interest which thereafter is actually in effect when the election is made.

4.2 Interest Periods. At any time when the Borrower shall select, convert to or renew a Euro-Rate Option, the Borrower shall notify the Administrative Agent thereof by delivering a Loan Request to the Administrative Agent (i) at least three (3) Business Days prior to the effective date of such Euro-Rate Option with respect to a Loan denominated in Dollars, and (ii) at least four (4) Business Days prior to the effective date of such Euro-Rate Option with respect

to an Optional Currency Loan. The notice shall specify an Interest Period during which such Interest Rate Option shall apply. Notwithstanding the preceding sentence, the following provisions shall apply to any selection of, renewal of, or conversion to a Euro-Rate Option:

4.2.1 Amount of Borrowing Tranche. Each Borrowing Tranche of Loans under the Euro-Rate Option shall be in integral multiples of, and not less than, the respective amounts set forth in Section 2.5.1 [Revolving Credit Loan Requests]; and

4.2.2 Renewals. In the case of the renewal of a Euro-Rate Option at the end of an Interest Period, the first day of the new Interest Period shall be the last day of the preceding Interest Period, without duplication in payment of interest for such day.

4.3 Interest After Default. To the extent permitted by Law, upon the occurrence of an Event of Default and until such time such Event of Default shall have been cured or waived, at the discretion of the Administrative Agent or upon written demand by the Required Lenders to the Administrative Agent:

4.3.1 Letter of Credit Fees, Interest Rate. The Letter of Credit Fees and the rate of interest for each Loan otherwise applicable pursuant to Section 2.9.2 [Letter of Credit Fees] or Section 4.1 [Interest Rate Options], respectively, shall be increased by 2.0% per annum;

4.3.2 Other Obligations. Each other Obligation hereunder if not paid when due shall bear interest at a rate per annum equal to the sum of the rate of interest applicable to Revolving Credit Loans under the Base Rate Option plus an additional 2.0% per annum from the time such Obligation becomes due and payable and until it is Paid In Full; and

4.3.3 Acknowledgment. The Borrower acknowledges that the increase in rates referred to in this Section 4.3 reflects, among other things, the fact that such Loans or other amounts have become a substantially greater risk given their default status and that the Lenders are entitled to additional compensation for such risk; and all such interest shall be payable by Borrower upon demand by Administrative Agent.

4.4 Euro-Rate Unascertainable; Illegality; Increased Costs; Deposits Not Available.

4.4.1 Unascertainable. If on any date on which a Euro-Rate would otherwise be determined, the Administrative Agent shall have determined that:

(i) adequate and reasonable means do not exist for ascertaining such Euro-Rate, or

(ii) a contingency has occurred which materially and adversely affects the London interbank eurodollar market relating to the Euro-Rate, then the Administrative Agent shall have the rights specified in Section 4.4.3 [Administrative Agent's and Lender's Rights].

4.4.2 Illegality; Increased Costs; Deposits Not Available. If at any time any Lender shall have determined that:

(i) the making, maintenance or funding of any Loan to which a Euro-Rate Option applies has been made impracticable or unlawful by compliance by such Lender in good faith with any Law or any interpretation or application thereof by any Official Body or with any request or directive of any such Official Body (whether or not having the force of Law), or

(ii) such Euro-Rate Option will not adequately and fairly reflect the cost to such Lender of the establishment or maintenance of any such Loan, or

(iii) after making all reasonable efforts, deposits of the relevant amount in Dollars or in the Optional Currency, as applicable, for the relevant Interest Period for a Loan, or to banks generally, to which a Euro-Rate Option applies, respectively, are not available to such Lender with respect to such Loan, or to banks generally, in the interbank eurodollar market,

then the Administrative Agent shall have the rights specified in Section 4.4.3 [Administrative Agent's and Lender's Rights].

4.4.3 Administrative Agent's and Lender's Rights. In the case of any event specified in Section 4.4.1 [Unascertainable] above, the Administrative Agent shall promptly so notify the Lenders and the Borrower thereof, and in the case of an event specified in Section 4.4.2 [Illegality; Increased Costs; Deposits Not Available] above, such Lender shall promptly so notify the Administrative Agent and endorse a certificate to such notice as to the specific circumstances of such notice, and the Administrative Agent shall promptly send copies of such notice and certificate to the other Lenders and the Borrower. Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of (A) the Lenders, in the case of such notice given by the Administrative Agent, or (B) such Lender, in the case of such notice given by such Lender, to allow the Borrower to select, convert to or renew a Euro-Rate Option or select an Optional Currency, as applicable, shall be suspended until the Administrative Agent shall have later notified the Borrower, or such Lender shall have later notified the Administrative Agent, of the Administrative Agent's or such Lender's, as the case may be, determination that the circumstances giving rise to such previous determination no longer exist. If at any time the Administrative Agent makes a determination under Section 4.4.1 [Unascertainable] and the Borrower has previously notified the Administrative Agent of its selection of, conversion to or renewal of a Euro-Rate Option and such Interest Rate Option has not yet gone into effect, such notification shall be deemed to provide for selection of, conversion to or renewal of the Base Rate Option otherwise available with respect to such Loans. If any Lender notifies the Administrative Agent of a determination under Section 4.4.2 [Illegality; Increased Costs; Deposits Not Available], the Borrower shall, subject to the Borrower's indemnification Obligations under Section 5.10 [Indemnity], as to any Loan of the Lender to which a Euro-Rate Option applies, on the date specified in such notice either (i) as applicable, convert such Loan to the Base Rate Option otherwise available with respect to such Loan or select a different Optional Currency or Dollars, or (ii) or prepay such Loan in accordance with Section 5.6 [Voluntary Prepayments]. Absent due notice from the Borrower of conversion or prepayment, such Loan shall automatically be converted to the Base Rate Option otherwise available with respect to such Loan upon such specified date.

4.5 Selection of Interest Rate Options. If the Borrower fails to select a new Interest Period to apply to any Borrowing Tranche of Loans under the Euro-Rate Option at the expiration of an existing Interest Period applicable to such Borrowing Tranche in accordance with the provisions of Section 4.2 [Interest Periods], the Borrower shall be deemed to have converted such Borrowing Tranche to the Base Rate Option, commencing upon the last day of the existing Interest Period.

The amount of the interest or fees eligible in applying this agreement shall not exceed the maximum rate permitted by Law. Where the amount of such interest or such fees is greater than the maximum rate, the amount shall be reduced to the highest rate which may be recovered in accordance with the applicable provisions of Law.

5. PAYMENTS

5.1 Payments. All payments and prepayments to be made in respect of principal, interest, Commitment Fees, Letter of Credit Fees, Administrative Agent's Fee or other fees or amounts due from the Borrower hereunder shall be payable prior to 12:00 p.m. on the date when due without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower, and without set-off, counterclaim or other deduction of any nature, and an action therefor shall immediately accrue. Such payments shall be made to the Administrative Agent at the Principal Office for the account of PNC with respect to the Swing Loans and for the ratable accounts of the Lenders with respect to the Revolving Credit Loans in U.S. Dollars (unless otherwise provided herein) and in immediately available funds, and the Administrative Agent shall promptly distribute such amounts to the Lenders in immediately available funds; provided that in the event payments are received by 12:00 p.m. by the Administrative Agent with respect to the Loans and such payments are not distributed to the Lenders on the same day received by the Administrative Agent, the Administrative Agent shall pay the Lenders interest at the Federal Funds Effective Rate in the case of Loans or other amounts due in Dollars, or the Overnight Rate in the case of Loans or other amounts due in an Optional Currency, with respect to the amount of such payments for each day held by the Administrative Agent and not distributed to the Lenders. The Administrative Agent's and each Lender's statement of account, ledger or other relevant record shall, in the absence of manifest error, be conclusive as the statement of the amount of principal of and interest on the Loans and other amounts owing under this Agreement (including the Equivalent Amounts of the applicable currencies where such computations are required) and shall be deemed an "account stated". All payments of principal and interest made in respect of the Loans must be repaid in the same currency (whether Dollars or the applicable Optional Currency) in which such Loan was made and all Unpaid Drawings with respect to each Letter of Credit shall be made in the same currency (whether Dollars or the applicable Optional Currency) in which such Letter of Credit was issued; provided that if the currency in which such Loan was made or in which such Letter of Credit was issued is an Unavailable Currency, then the Borrower shall pay the Dollar Equivalent amount of such payment. The Administrative Agent may (but shall not be obligated to) debit the amount of any such payment which is not made by such time to any ordinary deposit account of the applicable Borrower with the Administrative Agent.

5.2 Pro Rata Treatment of Lenders. Each borrowing of Revolving Credit Loans shall be allocated to each Lender according to its Ratable Share, and each selection of, conversion to

or renewal of any Interest Rate Option and each payment or prepayment by the Borrower with respect to principal, interest, Commitment Fees and Letter of Credit Fees (but excluding the Administrative Agent's Fee and each Issuing Lender's fronting fee) shall (except as otherwise may be provided with respect to a Defaulting Lender and except as provided in Sections 4.4.3 [Administrative Agent's and Lender's Rights] in the case of an event specified in Section 4.4 [Euro-Rate Unascertainable; Etc.], 5.6.2 [Replacement of a Lender] or 5.8 [Increased Costs]) be payable ratably among the Lenders entitled to such payment in accordance with the amount of principal, interest, Commitment Fees and Letter of Credit Fees, as set forth in this Agreement. Notwithstanding any of the foregoing, each borrowing or payment or prepayment by the Borrower of principal, interest, fees or other amounts from the Borrower with respect to Swing Loans shall be made by or to PNC according to Section 2.6.5 [Borrowings to Repay Swing Loans].

5.3 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff, counterclaim or banker's lien, by receipt of voluntary payment, by realization upon security, or by any other non-pro rata source, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than the pro-rata share of the amount such Lender is entitled thereto, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, together with interest or other amounts, if any, required by Law (including court order) to be paid by the Lender or the holder making such purchase; and

(ii) the provisions of this Section 5.3 shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of the Loan Documents or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or Participation Advances to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section 5.3 shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

5.4 Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower

has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Lenders, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Lenders, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate (or, for payments in an Optional Currency, the Overnight Rate) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

5.5 Interest Payment Dates. Interest on Loans to which the Base Rate Option applies shall be due and payable in arrears on each Payment Date. Interest on Loans to which the Euro-Rate Option applies shall be due and payable on the last day of each Interest Period for those Loans and, if such Interest Period is longer than three (3) Months, also on the 90th day of such Interest Period. Interest on mandatory prepayments of principal under Section 5.7 [Mandatory Prepayments] shall be due on the date such mandatory prepayment is due. Interest on the principal amount of each Loan or other monetary Obligation shall be due and payable on demand after such principal amount or other monetary Obligation becomes due and payable (whether on the stated maturity date, upon acceleration or otherwise).

5.6 Voluntary Prepayments.

5.6.1 Right to Prepay. The Borrower shall have the right at its option from time to time to prepay the Loans in whole or part without premium or penalty (except as provided in Section 5.6.2 [Replacement of a Lender] below, in Section 5.8 [Increased Costs] and Section 5.10 [Indemnity]). Whenever the Borrower desires to prepay any part of the Loans, it shall provide a prepayment notice to the Administrative Agent by 1:00 p.m. at least one (1) Business Day prior to the date of prepayment of the Revolving Credit Loans denominated in Dollars, and at least four (4) Business Days prior to the date of prepayment of any Optional Currency Loans, or no later than 1:00 p.m. on the date of prepayment of Swing Loans, setting forth the following information:

(w) the date, which shall be a Business Day, on which the proposed prepayment is to be made;

(x) a statement indicating the application of the prepayment between the Revolving Credit Loans and Swing Loans;

(y) a statement indicating the application of the prepayment between Loans to which the Base Rate Option applies, Loans to which the Euro-Rate Option applies and Loans to which the As-Offered Rate applies; and

(z) the total principal amount of such prepayment, which shall not be less than the lesser of (i) the Revolving Facility Usage or (ii) \$100,000 for any Swing Loan or \$500,000 for any Revolving Credit Loan.

All prepayment notices shall be irrevocable. The principal amount of the Loans for which a prepayment notice is given, together with interest on such principal amount, shall be due and payable on the date specified in such prepayment notice as the date on which the proposed prepayment is to be made. Except as provided in Section 4.4.3 [Administrative Agent's and Lender's Rights], if the Borrower prepays a Loan but fails to specify the applicable Borrowing Tranche which the Borrower is prepaying, the prepayment shall be applied first to Revolving Credit Loans to which the Base Rate Option applies, then to Revolving Credit Loans which are not Optional Currency Loans to which the Euro-Rate Option applies, then to Optional Currency Loans, then to Swing Loans to which the Base Rate Option applies, then to Swing Loans to which the As-Offered Rate applies. Any prepayment hereunder shall be subject to the Borrower's Obligation to indemnify the Lenders under Section 5.10 [Indemnity]. Prepayments shall be made in the currency in which such Loan was made unless otherwise directed by the Administrative Agent or unless such currency is an Unavailable Currency, in which case the Borrower shall pay the Dollar Equivalent amount of such prepayment.

5.6.2 Replacement of a Lender. In the event any Lender (i) gives notice under Section 4.4 [Euro-Rate Unascertainable, Etc.], (ii) requests compensation under Section 5.8 [Increased Costs], or requires the Borrower to pay any Indemnified Taxes or additional amount to any Lender or any Official Body for the account of any Lender pursuant to Section 5.9 [Taxes], (iii) is a Defaulting Lender, (iv) becomes subject to the control of an Official Body (other than normal and customary supervision), or (v) is a Non-Consenting Lender referred to in Section 11.1 [Modifications, Amendments or Waivers], then in any such event the Borrower may, at its sole expense, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.8 [Successors and Assigns]), all of its interests, rights (other than existing rights to payments pursuant to Sections 5.8 [Increased Costs] or 5.9 [Taxes]) and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.8 [Successors and Assigns];

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Participation Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 5.10 [Indemnity]) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 5.8.1 [Increased Costs Generally] or payments required to be made pursuant to Section 5.9 [Taxes], such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

5.6.3 Designation of a Different Lending Office. If any Lender requests compensation under Section 5.8 [Increased Costs], or the Borrower is or will be required to pay any Indemnified Taxes or additional amounts to any Lender or any Official Body for the account of any Lender pursuant to Section 5.9 [Taxes], then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.8 [Increased Costs] or Section 5.9 [Taxes], as the case may be, in the future, and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment

5.7 Mandatory Prepayments.

5.7.1 Recovery of Insurance Proceeds. Within one hundred eighty (180) days of the receipt of insurance proceeds from a loss described in clause (c) of Schedule 8.1.3 (or, within sixty (60) days after such receipt, to the extent such Loan Party has failed to provide to the Administrative Agent satisfactory evidence of such Loan Party's commitment to reinvest such proceeds as provided in clause (c) of Schedule 8.1.3, to the extent that such Loan Party has not reinvested such proceeds), the Borrower shall make a mandatory prepayment of principal equal to 100% of the net (after reinvestment, if any) after-tax proceeds thereof, together with accrued interest on such principal amount. Within one hundred eighty (180) days of the receipt of insurance proceeds by a Loan Party from a loss which are not reinvested as described in clause (c) of Schedule 8.1.3 (or, within sixty (60) days after such receipt, to the extent a Loan Party has failed to provide to the Administrative Agent satisfactory evidence of such Loan Party's commitment to reinvest such proceeds as provided in clause (c) of Schedule 8.1.3), the Borrower shall make a mandatory prepayment of principal equal to 100% of the net (after reinvestment, if any) after-tax proceeds thereof, together with accrued interest on such principal amount.

5.7.2 Currency Fluctuations. If on any Computation Date the Revolving Facility Usage is equal to or greater than the Revolving Credit Commitments as a result of a change in exchange rates between one (1) or more Optional Currencies and Dollars, then the Administrative Agent shall notify the Borrower of the same. The Borrower shall pay or prepay (subject to Borrower's indemnity obligations under Sections 5.8 and 5.10) within one (1) Business Day after receiving such notice such that the Revolving Facility Usage shall not exceed the aggregate Revolving Credit Commitments after giving effect to such payments or prepayments.

5.7.3 Application Among Loans and Interest Rate Options. All prepayments pursuant to this Section 5.7 shall be first applied to the Revolving Credit Loans outstanding, if any, and the excess, if any, shall be returned to the Borrower. All prepayments required pursuant to this Section 5.7 shall first be applied among the Interest Rate Options to the principal amount

of the Loans subject to the Base Rate Option, then to Loans denominated in Dollars and subject to the Euro-Rate Option, then to Optional Currency Loans. In accordance with Section 5.10 [Indemnity], the Borrower shall indemnify the Lenders for any loss or expense, including loss of margin, incurred with respect to any such prepayments applied against Loans subject to a Euro-Rate Option on any day other than the last day of the applicable Interest Period.

5.8 Increased Costs.

5.8.1 Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Euro-Rate) or any Issuing Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender, an Issuing Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, such Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, such Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, such Issuing Lender or other Recipient, the Borrower will pay to such Lender, such Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Lender, as the case may be, for such additional costs incurred or reduction suffered.

5.8.2 Capital Requirements. If any Lender or Issuing Lender determines that any Change in Law affecting such Lender or Issuing Lender or any lending office of such Lender or such Lender's or such Issuing Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Lender's capital or on the capital of such Lender's or such Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Loans held by, such Lender, or the Letters of Credit issued by an Issuing Lender, to a level below that which such Lender or such Issuing Lender or such Lender's or Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Lender's policies and the policies of such Lender's or such Issuing Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or such Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered.

5.8.3 Certificates for Reimbursement; Repayment of Outstanding Loans; Borrowing of New Loans. A certificate of a Lender or an Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or such Issuing Lender or its holding company, as the case may be, as specified in Sections 5.8.1 [Increased Costs Generally] or 5.8.2 [Capital Requirements] and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Lender, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

5.8.4 Delay in Requests. Failure or delay on the part of any Lender or Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or an Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above shall be extended to include the period of retroactive effect thereof).

5.9 Taxes.

5.9.1 Issuing Lender. For purposes of this Section 5.9, the term "Lender" includes any Issuing Lender and the term "applicable Law" includes FATCA.

5.9.2 Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Official Body in accordance with applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 5.9 [Taxes]) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

5.9.3 Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Official Body in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

5.9.4 Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.9 [Taxes]) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified

Taxes were correctly or legally imposed or asserted by the relevant Official Body. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

5.9.5 Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of any of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 11.8.4 [Participations] relating to the maintenance of a Participant Register, and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Official Body. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 5.9.5 [Indemnification by the Lenders].

5.9.6 Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to an Official Body pursuant to this Section 5.9 [Taxes], such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Official Body evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

5.9.7 Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.9.7(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Borrower,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit 5.9.7(A) to the effect that such Foreign Lender is not (A) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed originals of IRS Form W-8BEN; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 5.9.7(B) or Exhibit 5.9.7(C), IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 5.9.7(D) on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

5.9.8 Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.9 [Taxes] (including by the payment of additional amounts pursuant to this Section 5.9 [Taxes]), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.9 [Taxes] with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Official Body with respect to such refund). Such indemnifying party, upon the request of such indemnified party incurred in connection with obtaining such refund, shall repay to such indemnified party the amount paid over pursuant to this Section 5.9.8 [Treatment of Certain Refunds] (plus any penalties, interest or other charges imposed by the relevant Official Body) in the event that such indemnified party is required to repay such refund to such Official Body. Notwithstanding anything to the contrary in this Section 5.9.8 [Treatment of Certain Refunds], in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 5.9.8 [Treatment of Certain Refunds] the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification

payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

5.9.9 Survival. Each party's obligations under this Section 5.9 [Taxes] shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

5.10 Indemnity. In addition to the compensation or payments required by Section 5.8 [Increased Costs] or Section 5.9 [Taxes], the Borrower shall indemnify each Lender against all liabilities, losses or expenses (including loss of anticipated profits, any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract) which such Lender sustains or incurs as a consequence of any:

(i) payment, prepayment, conversion or renewal of any Loan to which a Euro-Rate Option applies on a day other than the last day of the corresponding Interest Period (whether or not such payment or prepayment is mandatory, voluntary or automatic and whether or not such payment or prepayment is then due),

(ii) attempt by the Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part any Loan Requests under Section 2.5 [Revolving Credit Loan Requests; Swing Loan Requests] or Section 4.2 [Interest Periods] or notice relating to prepayments under Section 5.6 [Voluntary Prepayments], or

If any Lender sustains or incurs any such loss or expense, it shall from time to time notify the Borrower of the amount determined in good faith by such Lender (which determination may include such assumptions, allocations of costs and expenses and averaging or attribution methods as such Lender shall deem reasonable) to be necessary to indemnify such Lender for such loss or expense. Such notice shall set forth in reasonable detail the basis for such determination. Such amount shall be due and payable by the Borrower to such Lender ten (10) Business Days after such notice is given.

5.11 Settlement Date Procedures. In order to minimize the transfer of funds between the Lenders and the Administrative Agent, the Borrower may borrow, repay and reborrow Swing Loans and PNC may make Swing Loans as provided in Section 2.1.2 [Swing Loan Commitments] hereof during the period between Settlement Dates. The Administrative Agent shall notify each Lender of its Ratable Share of the total of the Revolving Credit Loans and the Swing Loans (each a "**Required Share**"). On such Settlement Date, each Lender shall pay to the Administrative Agent the amount equal to the difference between its Required Share and its Revolving Credit Loans, and the Administrative Agent shall pay to each Lender its Ratable Share of all payments made by the Borrower to the Administrative Agent with respect to the Revolving Credit Loans. The Administrative Agent shall also effect settlement in accordance with the foregoing sentence on the proposed Borrowing Dates for Revolving Credit Loans and

on any mandatory prepayment date as provided for herein and may at its option effect settlement on any other Business Day. These settlement procedures are established solely as a matter of administrative convenience, and nothing contained in this Section 5.11 shall relieve the Lenders of their obligations to fund Revolving Credit Loans on dates other than a Settlement Date pursuant to Section 2.1.2 [Swing Loan Commitment]. The Administrative Agent may at any time at its option for any reason whatsoever require each Lender to pay immediately to the Administrative Agent such Lender's Ratable Share of the outstanding Revolving Credit Loans and each Lender may at any time require the Administrative Agent to pay immediately to such Lender its Ratable Share of all payments made by the Borrower to the Administrative Agent with respect to the Revolving Credit Loans.

5.12 Collections; Administrative Agent's Right to Notify Account Debtors. After the occurrence of any Event of Default, the Administrative Agent may, and upon request of the Required Lenders, shall (i) notify any or all Account Debtors that the Accounts have been assigned to the Lenders and that the Lenders have a security interest therein, and (ii) direct such Account Debtors to make all payments due from them to the Borrower and the Guarantors upon the Accounts directly to the Administrative Agent or to a lockbox designated by the Administrative Agent. The Administrative Agent shall promptly furnish the Borrower with a copy of any such notice sent. Any such notice, in the Administrative Agent's sole discretion, may be sent on the Borrower's stationery, in which event the Borrower shall co-sign such notice with the Administrative Agent. To the extent that any Law or custom or any contract or agreement with any Account Debtor requires notice to or the approval of the Account Debtor in order to perfect such assignment of a security interest in Accounts, the Borrower agrees to give such notice or obtain such approval.

5.13 Currency Conversion Procedures for Judgments. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties hereby agree, to the fullest extent permitted by Law, that the rate of exchange used shall be that at which in accordance with normal lending procedures each Lender could purchase the Original Currency with the Other Currency after any premium and costs of exchange on the Business Day preceding that on which final judgment is given.

5.14 Indemnity in Certain Events. The obligation of Borrower in respect of any sum due from Borrower to any Lender hereunder shall, notwithstanding any judgment in an Other Currency, whether pursuant to a judgment or otherwise, be discharged only to the extent that, on the Business Day following receipt by any Lender of any sum adjudged to be so due in such Other Currency, such Lender may in accordance with normal lending procedures purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to such Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment or payment, to indemnify such Lender against such loss.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties. The Loan Parties, jointly and severally, represent and warrant to the Administrative Agent and each of the Lenders as follows:

6.1.1 Organization and Qualification. Each Loan Party and each Subsidiary of each Loan Party is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each Loan Party and each Subsidiary of each Loan Party has the lawful power to own or lease its properties and to engage in the business it presently conducts or proposes to conduct. Each Loan Party and each Subsidiary of each Loan Party is duly licensed or qualified and in good standing in each jurisdiction listed on Schedule 6.1.1 and in all other jurisdictions where the property owned or leased by it or the nature of the business transacted by it or both makes such licensing or qualification necessary, except to the extent that any failure to be so qualified and in good standing would not constitute a Material Adverse Change.

6.1.2 [Reserved].

6.1.3 Subsidiaries. Schedule 6.1.3 states as of the Closing Date the name of each of the Borrower's Subsidiaries, its jurisdiction of organization, its authorized capital stock, the issued and outstanding shares (referred to herein as the "**Subsidiary Shares**") and the owners thereof if it is a corporation, its outstanding partnership interests (the "**Partnership Interests**") if it is a partnership and its outstanding limited liability company interests, interests assigned to managers thereof and the voting rights associated therewith (the "**LLC Interests**") if it is a limited liability company. The Borrower and each Subsidiary of the Borrower has good and marketable title to all of the Subsidiary Shares, Partnership Interests and LLC Interests it purports to own, free and clear in each case of any Lien. All Subsidiary Shares, Partnership Interests and LLC Interests have been validly issued, and all Subsidiary Shares are fully paid and nonassessable. All capital contributions and other consideration required to be made or paid in connection with the issuance of the Partnership Interests and LLC Interests have been made or paid, as the case may be. As of the Closing Date, there are no options, warrants or other rights outstanding to purchase any such Subsidiary Shares, Partnership Interests or LLC Interests except as indicated on Schedule 6.1.3.

6.1.4 Power and Authority. Each Loan Party has full power to enter into, execute, deliver and carry out this Agreement and the other Loan Documents to which it is a party, to incur the Indebtedness contemplated by the Loan Documents and to perform its Obligations under the Loan Documents to which it is a party, and all such actions have been duly authorized by all necessary proceedings on its part.

6.1.5 Validity and Binding Effect. This Agreement has been duly and validly executed and delivered by each Loan Party, and each other Loan Document which any Loan Party is required to execute and deliver on or after the date hereof will have been duly executed and delivered by such Loan Party on the required date of delivery of such Loan Document. This Agreement and each other Loan Document constitutes, or will constitute, legal, valid and binding obligations of each Loan Party which is or will be a party thereto on and after its date of delivery thereof, enforceable against such Loan Party in accordance with its terms, except to the extent that enforceability of any of such Loan Document may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of creditors' rights generally or limiting the right of specific performance.

6.1.6 No Conflict. Neither the execution and delivery of this Agreement or the other Loan Documents by any Loan Party nor the consummation of the transactions herein or therein contemplated or compliance with the terms and provisions hereof or thereof by any of them will conflict with, constitute a default under or result in any breach of (i) the terms and conditions of the certificate of incorporation, bylaws, constitution, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents of any Loan Party or (ii) any Law or any material agreement or instrument or order, writ, judgment, injunction or decree to which any Loan Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which it is subject, or result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of any Loan Party or any of its Subsidiaries (other than Liens granted under the Loan Documents).

6.1.7 Litigation. Except as set forth on Schedule 6.1.7, there are no actions, suits, proceedings or investigations pending or, to the knowledge of any Loan Party, threatened against such Loan Party or any Subsidiary of such Loan Party at law or equity before any Official Body as to which there is a reasonable probability of such actions, suits, proceedings or investigations being adversely decided and, if adversely decided, which would reasonably be expected to have a Material Adverse Change. None of the Loan Parties or any Subsidiaries of any Loan Party is in violation of any order, writ, injunction or any decree of any Official Body which may result in any Material Adverse Change.

6.1.8 Title to Properties. The real property owned or leased by each Loan Party and each Subsidiary of each Loan Party as of the Closing Date is described on Schedule 6.1.8. Each Loan Party and each Subsidiary of each Loan Party has good and marketable title to or valid leasehold interest in all material properties, assets and other rights which it purports to own or lease or which are reflected as owned or leased on its books and records, free and clear of all Liens and encumbrances except Permitted Liens, and subject to the terms and conditions of the applicable leases. All material leases of property are in full force and effect without the necessity for any consent which has not previously been obtained upon consummation of the transactions contemplated hereby.

6.1.9 Financial Statements.

(i) Historical Statements. The Borrower has delivered to the Administrative Agent copies of its audited consolidated year-end financial statements for and as of the fiscal year ended December 31, 2012 (collectively, the "**Historical Statements**"). The Historical Statements were compiled from the books and records maintained by the Borrower's management, are correct and complete and fairly represent the consolidated financial condition of the Borrower and its Subsidiaries as of their dates and the results of operations for the fiscal periods then ended and have been prepared in accordance with GAAP consistently applied.

(ii) Financial Projections. The Borrower has delivered to the Administrative Agent financial projections of the Borrower and its Subsidiaries for the years 2013 through 2017 derived from various assumptions of the Borrower's management, including balance sheets, income statements and statements of operations and cash flows and assumptions with respect thereto (the "**Financial Projections**"). The Financial Projections represent a

reasonable range of possible results in light of the history of the business, present and foreseeable conditions and the intentions of the Borrower's management. The Financial Projections accurately reflect the liabilities of the Borrower and its Subsidiaries upon consummation of the transactions contemplated hereby as of the Closing Date.

(iii) Accuracy of Financial Statements. Neither the Borrower nor any Subsidiary of the Borrower had, as of the date of the Historical Statements, any material liabilities, contingent or otherwise, or forward or long-term commitments that are not disclosed in the Historical Statements or in the notes thereto, and except as disclosed therein there are no unrealized or anticipated losses from any commitments of the Borrower or any Subsidiary of the Borrower which would cause a Material Adverse Change. Since December 31, 2012, no Material Adverse Change has occurred.

6.1.10 Use of Proceeds; Margin Stock.

6.1.10.1 General.

The Loan Parties intend to use the proceeds of the Loans in accordance with Sections 2.8 [Use of Proceeds] and Section 8.1.10 [Use of Proceeds].

6.1.10.2 Margin Stock.

None of the Loan Parties or any Subsidiaries of any Loan Party engages or intends to engage principally, or as one of its important activities, in the business of extending credit for the purpose, immediately, incidentally or ultimately, of purchasing or carrying margin stock (within the meaning of Regulation U, T or X as promulgated by the Board of Governors of the Federal Reserve System). No part of the proceeds of any Loan has been or will be used, immediately, incidentally or ultimately, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or which is inconsistent with the provisions of the regulations of the Board of Governors of the Federal Reserve System. None of the Loan Parties or any Subsidiary of any Loan Party holds or intends to hold margin stock in such amounts that more than 25% of the reasonable value of the assets of any Loan Party or Subsidiary of any Loan Party are or will be represented by margin stock.

6.1.11 Full Disclosure. Neither this Agreement nor any other Loan Document, nor any certificate, statement, agreement or other documents furnished to the Administrative Agent or any Lender in connection herewith or therewith, in each case on the respective dates thereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which they were made, not misleading. As of the Closing Date, there is no fact known to any Loan Party which materially adversely affects the business, property, assets, financial condition, or results of operations specific to any Loan Party or Subsidiary of any Loan Party which has not been set forth in this Agreement or in the certificates, statements, agreements or other documents furnished in writing to the Administrative Agent and the Lenders prior to or at the date hereof in connection with the transactions contemplated hereby.

6.1.12 Taxes. All federal, state, local and other tax returns required to have been filed with respect to each Loan Party and each Subsidiary of each Loan Party have been filed,

and payment or adequate provision has been made for the payment of all taxes, fees, assessments and other governmental charges which have or may become due pursuant to said returns or to assessments received, except to the extent that such taxes, fees, assessments and other charges are being contested in good faith by appropriate proceedings diligently conducted and for which such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made. As of the Closing Date there are no agreements or waivers extending the statutory period of limitations applicable to any federal income tax return of any Loan Party or Subsidiary of any Loan Party for any period.

6.1.13 Consents and Approvals. Except for the filing of financing statements in the state and county filing offices, no consent, approval, exemption, order or authorization of, or a registration or filing with, any Official Body or any other Person is required by any Law or any agreement in connection with the execution, delivery and carrying out of this Agreement and the other Loan Documents by any Loan Party, except as listed on Schedule 6.1.13, all of which shall have been obtained or made on or prior to the Closing Date except as otherwise indicated on Schedule 6.1.13.

6.1.14 No Event of Default; Compliance with Instruments. No event has occurred and is continuing and no condition exists or will exist after giving effect to the borrowings or other extensions of credit to be made on the Closing Date under or pursuant to the Loan Documents which constitutes an Event of Default or Potential Default. None of the Loan Parties or any Subsidiaries of any Loan Party is in violation of (i) any term of its certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents or (ii) any material agreement or instrument to which it is a party or by which it or any of its properties may be subject or bound where such violation constitutes a Material Adverse Change.

6.1.15 Patents, Trademarks, Copyrights, Licenses, Etc. Each Loan Party and each Subsidiary of each Loan Party owns or possesses or otherwise has the right to use all the material patents, trademarks, service marks, trade names, copyrights, licenses, registrations, franchises, permits and rights necessary to own and operate its properties and to carry on its business as presently conducted and planned to be conducted by such Loan Party or Subsidiary, without known conflict with the rights of others. All material patents, trademarks, service marks, trade names, copyrights, licenses, registrations, franchises and permits of each Loan Party and each Subsidiary of each Loan Party as of the Closing Date are listed and described on Schedule 6.1.15.

6.1.16 Security Interests. The Liens and security interests granted to the Administrative Agent for the benefit of the Lenders pursuant to the Patent, Trademark and Copyright Security Agreement, the Pledge Agreement, and the Security Agreement in the Collateral (other than the Real Property) constitute and will continue to constitute Prior Security Interests under the Uniform Commercial Code as in effect in each applicable jurisdiction (the “**Uniform Commercial Code**”) or other applicable Law entitled to all the rights, benefits and priorities provided by the Uniform Commercial Code or such Law. Upon the filing of financing statements relating to said security interests in each office and in each jurisdiction where required in order to perfect the security interests described above, taking possession of any stock certificates or other certificates evidencing the Pledged Collateral and recordation of the Patent,

Trademark and Copyright Security Agreement in the United States Patent and Trademark Office and United States Copyright Office, as applicable, all such action as is necessary or advisable to establish such rights of the Administrative Agent will have been taken, and there will be upon execution and delivery of the Patent, Trademark and Copyright Security Agreement, the Pledge Agreement, and the Security Agreement, such filings and such taking of possession, no necessity for any further action in order to preserve, protect and continue such rights, except the filing of continuation statements with respect to such financing statements within six months prior to each five-year anniversary of the filing of such financing statements. All filing or registration fees and other expenses in connection with each such action have been or will be paid by the Borrower.

6.1.17 Intentionally Omitted.

6.1.18 Status of the Pledged Collateral. All the shares of capital stock, Partnership Interests or LLC Interests included in the Pledged Collateral to be pledged pursuant to the Pledge Agreement are or will be upon issuance validly issued and nonassessable and owned beneficially and of record by the pledgors thereunder free and clear of any Lien or restriction on transfer, except for taxes not yet due and payable to the extent such prospective tax payments are given priority by statute or as otherwise provided by the Pledge Agreement and except as the right of the Lenders to dispose of the Shares, Partnership Interests or LLC Interests may be limited by the Securities Act of 1933, as amended, and the regulations promulgated by the Securities and Exchange Commission thereunder and by applicable state securities laws. There are no shareholder, partnership, limited liability company or other agreements or understandings with respect to the shares of capital stock, Partnership Interests or LLC Interests included in the Pledged Collateral except for the partnership agreements and limited liability company agreements described on Schedule 6.1.18. The Loan Parties have delivered true and correct copies of such partnership agreements and limited liability company agreements to the Administrative Agent.

6.1.19 Insurance. Schedule 6.1.19 lists as of the Closing Date all insurance policies and other bonds to which any Loan Party or Subsidiary of any Loan Party is a party, all of which are valid and in full force and effect. No notice has been given or claim made and no grounds exist to cancel or avoid any of such policies or bonds or to reduce the coverage provided thereby. Such policies and bonds provide adequate coverage from reputable and financially sound insurers in amounts sufficient to insure the assets and risks of each Loan Party and each Subsidiary of each Loan Party in accordance with prudent business practice in the industry of the Loan Parties and their Subsidiaries.

6.1.20 Compliance with Laws. The Loan Parties and their Subsidiaries are in compliance in all material respects with all applicable Laws (other than Environmental Laws which are specifically addressed in Section 6.1.25 [Environmental Matters]) in all jurisdictions in which any Loan Party or Subsidiary of any Loan Party is presently or will be doing business.

6.1.21 Material Contracts. Schedule 6.1.21 lists as of the Closing Date all contracts relating to the business operations of each Loan Party and each Subsidiary of any Loan Party required to be filed by Item 601 of Regulation S-K of the Securities Act of 1933, as amended. All such material contracts are valid, binding and enforceable upon such Loan Party

or Subsidiary and each of the other parties thereto in accordance with their respective terms. The Borrower and its Subsidiaries are not in material default with respect to any such material contracts, nor do the Loan Parties have knowledge of any material default with respect to the other parties to such material contracts.

6.1.22 Investment Companies; Regulated Entities. None of the Loan Parties or any Subsidiaries of any Loan Party is an “investment company” registered or required to be registered under the Investment Company Act of 1940 or under the “control” of an “investment company” as such terms are defined in the Investment Company Act of 1940 and shall not become such an “investment company” or under such “control”. None of the Loan Parties or any Subsidiaries of any Loan Party is subject to any other Federal or state statute or regulation limiting its ability to incur Indebtedness.

6.1.23 Plans and Benefit Arrangements.

Except as set forth on Schedule 6.1.23:

(i) The Borrower and each other member of the ERISA Group are in compliance in all material respects with any applicable provisions of ERISA with respect to all Benefit Arrangements, Plans and Multiemployer Plans. There has been no Prohibited Transaction with respect to any Benefit Arrangement or any Plan or, to the best knowledge of the Borrower, with respect to any Multiemployer Plan or Multiple Employer Plan, which could result in any material liability of the Borrower or any other member of the ERISA Group. The Borrower and all other members of the ERISA Group have made when due any and all payments required to be made under any agreement relating to a Multiemployer Plan or a Multiple Employer Plan or any Law pertaining thereto. With respect to each Plan and Multiemployer Plan, the Borrower and each other member of the ERISA Group (i) have fulfilled in all material respects their obligations under the minimum funding standards of ERISA, (ii) have not incurred any liability to the PBGC, and (iii) have not had asserted against them any penalty for failure to fulfill the minimum funding requirements of ERISA.

(ii) To the best of the Borrower’s knowledge, each Multiemployer Plan and Multiple Employer Plan is able to pay benefits thereunder when due.

(iii) Neither the Borrower nor any other member of the ERISA Group has instituted or intends to institute proceedings to terminate any Plan under Section 4041 of ERISA.

(iv) No event requiring notice to the PBGC under Section 302(f)(4)(A) of ERISA has occurred or is reasonably expected to occur with respect to any Plan, and no amendment has been made or is reasonably expected to be made to any Plan in violation of 436(c) of the Code.

(v) Neither the Borrower nor any other member of the ERISA Group has incurred or reasonably expects to incur any material withdrawal liability under ERISA to any Multiemployer Plan or Multiple Employer Plan. Neither the Borrower nor any member of the ERISA Group has incurred or reasonably expects to incur any material liability under Section 4062(e) of ERISA with respect to cessation of operations at a facility. Neither the Borrower nor

any other member of the ERISA Group has been notified by any Multiemployer Plan or Multiple Employer Plan that such Multiemployer Plan or Multiple Employer Plan has been terminated within the meaning of Title IV of ERISA and, to the best knowledge of the Borrower, no Multiemployer Plan or Multiple Employer Plan is reasonably expected to be reorganized or terminated, within the meaning of Title IV of ERISA.

(vi) To the extent that any Benefit Arrangement is insured, the Borrower and all other members of the ERISA Group have paid when due all premiums required to be paid for all periods through the Closing Date. To the extent that any Benefit Arrangement is funded other than with insurance, the Borrower and all other members of the ERISA Group have made when due all contributions required to be paid for all periods through the Closing Date.

(vii) All Plans, Benefit Arrangements and, to the knowledge of any Loan Party, Multiemployer Plans have been administered in accordance with their terms and applicable Law in all material respects.

6.1.24 Employment Matters. Each of the Loan Parties and each of their Subsidiaries is in compliance with the Labor Contracts and all applicable federal, state and local labor and employment Laws including those related to equal employment opportunity and affirmative action, labor relations, minimum wage, overtime, child labor, medical insurance continuation, worker adjustment and relocation notices, immigration controls and worker and unemployment compensation, where the failure to comply constitutes a Material Adverse Change. As of the Closing Date, there are no outstanding grievances, arbitration awards or appeals therefrom arising out of the Labor Contracts or current or threatened strikes, picketing, handbilling or other work stoppages or slowdowns at facilities of any of the Loan Parties or any of their Subsidiaries which in any case would constitute a Material Adverse Change. The Borrower has delivered to the Administrative Agent true and correct copies of each of the Labor Contracts.

6.1.25 Environmental Matters and Safety Matters.

Except as set forth on Schedule 6.1.25:

(i) None of the Loan Parties has received any Environmental Complaint which there is a reasonable probability of the same being adversely decided and, if adversely decided, would reasonably be expected to result whether individually or in the aggregate, in a Material Adverse Change, whether directed or issued to any Loan Party or relating or pertaining to any predecessor of any Loan Party or to any prior owner, operator or occupant of the Property, and none of the Loan Parties is aware of any acts or omissions or any conditions or circumstances, not subject to indemnification by Beazer East, which could reasonably be expected to give rise to such an Environmental Complaint;

(ii) No activity or operation of any Loan Party at the Property is being or has been conducted in violation of any Environmental Law or Environmental Permit where such violation would reasonably be expected to result whether individually or in the aggregate in a Material Adverse Change, and to the knowledge of any Loan Party no activity or

operation of any predecessor of any Loan Party or any prior owner, operator or occupant of the Property was conducted in material violation of any Environmental Law in effect as of the date such predecessor, prior owner, operator or occupant conducted such activity or operation where such violation would reasonably be expected to result, whether individually or in the aggregate, in a Material Adverse Change;

(iii) To any Loan Party's knowledge, all Regulated Substances which are or are likely to result in Contamination and are present on, in, under, or migrating from, or migrating to, the Property or any portion thereof are being managed, including pursuant to Remedial Action, either (A) by a Person (other than a Loan Party) in material compliance with applicable Environmental Laws and Environmental Permits issued to such Person (other than a Loan Party), or (B) by a Loan Party in compliance with applicable Environmental Laws and Environmental Permits, except (in the case of this clause (B)), where such failure to so manage would not reasonably be expected to result in Material Adverse Change;

(iv) Each Loan Party in its current operations uses, generates, treats, collects, stores, disposes, deposits, emits, releases, discharges and transports to or from the Property all Regulated Substances in material compliance with applicable Environmental Laws and Environmental Permits;

(v) Each Loan Party has all Environmental Permits except for any such Environmental Permits the absence of which whether individually or in the aggregate, would result in a Material Adverse Change; all such Environmental Permits are in full force and effect, each Loan Party's operations at the Property are conducted in compliance in all material respects with the terms and conditions of such Environmental Permits, and none of the Loan Parties has received any written notice from an Official Body that such Official Body has or intends to suspend, revoke or adversely alter, whether in whole or in part, any such Environmental Permit which would reasonably be expected to result whether individually or in the aggregate in a Material Adverse Change;

(vi) Each Loan Party has submitted to an Official Body and/or maintains in its files, as applicable, all material Environmental Records;

(vii) To the knowledge of any Loan Party, no structures, improvements, equipment, fixtures, impoundments, pits, lagoons or aboveground or underground storage tanks, operated or owned by any Loan Party, located on the Property contain or use, except in compliance in all material respects with Environmental Laws and Environmental Permits, Regulated Substances or otherwise are operated or owned except in compliance in all material respects with Environmental Laws and Environmental Permits.

(viii) To the knowledge of each Loan Party, all structures, improvements, equipment, fixtures, impoundments, pits, lagoons or aboveground or underground storage tanks that contained or used Regulated Substances and were operated or maintained by prior owners, operators or occupants of the Property have been identified and/or located. To the knowledge of each Loan Party, any such structure, improvement, equipment, fixture, impoundment, pit, lagoon or aboveground or underground storage tank located on Property not acquired from Beazer East, the presence of which does not comply in all material respects with applicable Environmental Laws, or from which there has been or is a release of Regulated Substances which has or could result in Contamination, is the subject of a Remedial Action;

(ix) To the knowledge of each Loan Party, no facility or site to which any Loan Party, either directly or indirectly by a third party, has sent Regulated Substances for storage, treatment, disposal or other management has been or is being operated in material violation of Environmental Laws or pursuant to Environmental Laws is identified or proposed to be identified on any list of contaminated properties or other properties which pursuant to Environmental Laws are the subject of a Remedial Action by an Official Body or any other Person (including any Loan Party), except where such violation, identification or designation would not reasonably be expected to result, whether individually or in the aggregate, in a Material Adverse Change;

(x) To the knowledge of each Loan Party, no portion of the Property is identified or to the knowledge of any Loan Party proposed to be identified on any Official Body's list of contaminated properties or other properties which pursuant to Environmental Laws are the subject of a Remedial Action by an Official Body or any other Person (including any Loan Party), nor to the knowledge of any Loan Party is any property adjoining or in the proximity of the Property identified or proposed to be identified on any such list or the subject of a Remedial Action;

(xi) To the knowledge of each Loan Party, no portion of the Property constitutes an Environmentally Sensitive Area;

(xii) To the knowledge of each Loan Party, no Official Body has filed or recorded a lien for the recovery of Remedial Action costs against the Property or any other assets of any Loan Party and none of the Loan Parties is aware of any acts or omissions by any Loan Party or any conditions or circumstances caused or created by any Loan Party which could reasonably be expected to result in the filing or recording by an Official Body of any such lien;

(xiii) Neither the transaction contemplated by the Loan Documents nor any other transaction involving the sale, transfer or exchange of the Property will trigger or has triggered any obligation under any applicable Environmental Laws to make a filing, provide a notice, provide other disclosure or take any other action the failure to accomplish which whether individually or in the aggregate would reasonably be expected to result in a Material Adverse Change, or in the event that any such transaction-triggered obligation does arise or has arisen under any Environmental Laws, all such actions required thereby have been taken in compliance with applicable Environmental Laws (it being understood that the foregoing does not constitute a representation or warranty that any transferee or creditor could conduct operations on any Property under existing Environmental Permits);

(xiv) The activities and operations of the Loan Parties are being conducted in compliance with applicable Safety Laws, except where the failure, whether individually or in the aggregate, to do so would not reasonably be expected to result in a Material Adverse Change;

(xv) The Loan Parties have not received any Safety Complaints, the Loan Parties are not aware of any acts or omissions by any Loan Party or any conditions or circumstances caused or created by any Loan Party which could reasonably be expected to give rise to any Safety Complaints and, to the knowledge of the Loan Parties no Safety Complaints are being threatened in each case as to which there is a reasonable probability of the same being adversely decided and, if adversely decided, would reasonably be expected to result whether individually or in the aggregate in a Material Adverse Change; and

(xvi) Each Loan Party has submitted to an Official Body and/or maintains in its files, as applicable, all material Safety Filings and Records.

It is expressly understood and agreed that for purposes of this Section 6.1.25 only to the extent any of the preceding requires the Loan Parties to make representations and warranties which relate or pertain to: (a) any Person (other than a Loan Party); or (b) the operations and activities of any Person (other than a Loan Party), including Beazer East under the Beazer Acquisition Agreement, such representations and warranties are being made to the knowledge of the Loan Parties; it is further expressly understood and agreed that for purposes of this Section 6.1.25 only to the extent any of the preceding requires the Loan Parties to make representations and warranties which relate or pertain to portions of the Property leased by a Loan Party, such representations and warranties are limited to the operations conducted by the Loan Parties on such portions of the Property.

6.1.26 Senior Debt Status. The Obligations of each Loan Party under this Agreement, the Notes, the Guaranty Agreements and each of the other Loan Documents to which it is a party do rank and will rank at least pari passu in priority of payment with all other Indebtedness of such Loan Party except Indebtedness of such Loan Party to the extent secured by Permitted Liens. There is no Lien upon or with respect to any of the properties or income of any Loan Party or Subsidiary of any Loan Party which secures indebtedness or other obligations of any Person except for Permitted Liens. The Obligations of the Borrower hereunder constitute and will constitute "Senior Indebtedness" within the meaning of such term in the 2009 Senior Note Indenture, and all or a portion of the Obligations of the Borrower hereunder constitute or will constitute "First Lien Obligations" within the meaning of such term in the 2009 Senior Note Indenture.

6.1.27 Solvency. Each of the Loan Parties is Solvent. After giving effect to the transactions contemplated by the Loan Documents, including all Indebtedness incurred thereby, the Liens granted by the Loan Parties in connection therewith and the payment of all fees related thereto, each of the Loan Parties will be Solvent, determined as of the Closing Date.

6.2 Updates to Schedules. Should any of the information or disclosures provided on any of the Schedules attached hereto which are not limited to matters disclosed as of the Closing Date become outdated or incorrect in any material respect, the Borrower shall promptly provide the Administrative Agent in writing with such revisions or updates to such Schedule as may be necessary or appropriate to update or correct same; provided, however, that no Schedule shall be deemed to have been amended, modified or superseded by any such correction or update, nor shall any breach of warranty or representation resulting from the inaccuracy or incompleteness of any such Schedule be deemed to have been cured thereby, unless and until the Required Lenders, in their sole and absolute discretion, shall have accepted in writing such revisions or updates to such Schedule.

7. CONDITIONS OF LENDING AND ISSUANCE OF LETTERS OF CREDIT

The obligation of each Lender to make Loans and of each Issuing Lender to issue Letters of Credit hereunder is subject to the performance by each of the Loan Parties of its Obligations to be performed hereunder at or prior to the making of any such Loans or issuance of such Letters of Credit and to the satisfaction of the following further conditions:

7.1 First Loans and Letters of Credit.

7.1.1 Deliveries. On the Closing Date, the Administrative Agent shall have received each of the following in form and substance satisfactory to the Administrative Agent:

(i) A certificate of each of the Loan Parties signed by an Authorized Officer, dated the Closing Date stating that (A) all representations and warranties of the Loan Parties set forth in this Agreement are true and correct in all material respects on such date (except representations and warranties which relate solely to an earlier date or time, which representations and warranties shall be true and correct on and as of the specific dates or times referred to therein), (B) the Loan Parties are in compliance with each of the covenants and conditions hereunder, (C) no Event of Default or Potential Default exists, (D) no Material Adverse Change in any Loan Party or Subsidiary of any Loan Party shall have occurred since last certified to the Administrative Agent under the Existing Credit Agreement, and (E) the Loan Parties are in compliance with ERISA, the Code and other applicable Laws applicable to Plan and Benefit Arrangements except where such failure, alone or in conjunction with any other failure, would not result in a Material Adverse Change, and all Plans maintained by any ERISA Group are funded in accordance with the minimum funding requirements of ERISA;

(ii) A certificate dated the Closing Date and signed by the Secretary or an Assistant Secretary of each of the Loan Parties, certifying as appropriate as to: (a) all action taken by each Loan Party in connection with this Agreement and the other Loan Documents; (b) the names of the Authorized Officers authorized to sign the Loan Documents and their true signatures; and (c) copies of its organizational documents as in effect on the Closing Date certified by the appropriate state official where such documents are filed in a state office together with certificates from the appropriate state officials as to the continued existence and good standing of each Loan Party in each state where organized or qualified to do business;

(iii) This Agreement and each of the other Loan Documents signed by an Authorized Officer and all appropriate financing statements and appropriate stock powers and certificates evidencing the Pledged Collateral;

(iv) A written opinion of counsel for the Loan Parties, dated the Closing Date and as to the matters set forth in Schedule 7.1.1;

(v) Evidence that adequate insurance required to be maintained under this Agreement is in full force and effect, with additional insured and lender loss payable special endorsements attached thereto in form and substance satisfactory to the Administrative Agent and its counsel naming the Administrative Agent as additional insured and lender loss payee;

(vi) A duly completed Compliance Certificate as of the last day of the fiscal quarter of Borrower most recently ended prior to the Closing Date, signed by an Authorized Officer of Borrower;

(vii) Delivery of the Financial Projections in form and substance satisfactory to the Administrative Agent;

(viii) All material consents, approvals and licenses required to effectuate the transactions contemplated hereby as set forth on Schedule 6.1.13 shall have been obtained, and there shall be an absence of any legal or regulatory prohibitions or restrictions;

(ix) The Existing Credit Agreement shall have been terminated and all outstanding obligations thereunder shall be deemed to be Obligations hereunder, and such Obligations shall be allocated to each Lender on the Closing Date in accordance with such Lender's Ratable Share; the Administrative Agent shall have paid all outstanding amounts owed to any lender under the Existing Credit Agreement who is not a Lender under this Agreement;

(x) A Lien search in acceptable scope and with acceptable results;

(xi) Landlord's Waivers executed and delivered to the Administrative Agent, on a commercially reasonable best efforts basis, from the lessors of certain of the leased Collateral locations as identified on Schedule 1.1(L);

(xii) With respect to each Loan Party and each Subsidiary of each Loan Party, the capital structure, ownership, organization documents (including, without limitation, articles or certificate of incorporation, certificate of limited partnership, certificate of limited liability company, bylaws, partnership agreements, and limited liability company agreements), shareholder agreements or similar agreements among equity owners shall be reasonably satisfactory, in form and substance, to the Administrative Agent; and

(xiii) Such other documents in connection with such transactions as the Administrative Agent or its counsel may reasonably request.

7.1.2 Payment of Fees. The Borrower shall have paid all fees and expenses payable on or before the Closing Date as required by this Agreement, the Administrative Agent's Letter or any other Loan Document.

7.2 Each Loan or Letter of Credit. At the time of making any Loans or issuing, extending or increasing any Letters of Credit and after giving effect to the proposed extensions of credit: (i) all representations and warranties of the Loan Parties set forth in this Agreement are true and correct in all material respects on such date (except representations and warranties which relate solely to an earlier date or time, which representations and warranties shall be true and correct on and as of the specific dates or times referred to therein), (ii) no Event of Default or Potential Default shall have occurred and be continuing, (iii) the making of the Loans or issuance, extension or increase of such Letter of Credit shall not contravene any Law applicable

to any Loan Party or Subsidiary of any Loan Party or any of the Lenders, and (iv) the Borrower shall have delivered to the Administrative Agent a duly executed and completed Loan Request or to an Issuing Lender an application for a Letter of Credit, as the case may be.

8. COVENANTS

The Loan Parties, jointly and severally, covenant and agree that until Payment In Full, the Loan Parties shall comply at all times with the following covenants:

8.1 Affirmative Covenants.

8.1.1 Preservation of Existence, Etc. Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain its legal existence as a corporation, limited partnership or limited liability company and its license or qualification and good standing in each jurisdiction in which its ownership or lease of property or the nature of its business makes such license or qualification necessary, except as otherwise expressly permitted in Section 8.2.6 [Liquidations, Mergers, Etc.] and except to the extent that any failure to be so licensed or qualified and in good standing would not constitute a Material Adverse Change.

8.1.2 Payment of Liabilities, Including Taxes, Etc. Each Loan Party shall, and shall cause each of its Subsidiaries to, duly pay and discharge all liabilities to which it is subject or which are asserted against it, promptly as and when the same shall become due and payable, including all taxes, assessments and governmental charges upon it or any of its properties, assets, income or profits, prior to the date on which penalties attach thereto, except to the extent that such liabilities, including taxes, assessments or charges, are being contested in good faith and by appropriate and lawful proceedings diligently conducted and for which such reserve or other appropriate provisions, if any, as shall be required by GAAP shall have been made, but only to the extent that failure to discharge any such liabilities would not result in any additional liability which would adversely affect to a material extent the financial condition of any Loan Party or Subsidiary of any Loan Party or which would materially adversely affect the Collateral, provided that the Loan Parties and their Subsidiaries will pay all such liabilities forthwith upon the commencement of proceedings to foreclose or enforce any Lien which may have attached as security therefor.

8.1.3 Maintenance of Insurance. Each Loan Party shall, and shall cause each of its Subsidiaries to, insure its properties and assets against loss or damage by fire and such other insurable hazards as such assets are commonly insured (including fire, extended coverage, property damage, workers' compensation, public liability and business interruption insurance) and against other risks (including errors and omissions) in such amounts as similar properties and assets are insured by prudent companies in similar circumstances carrying on similar businesses, and with reputable and financially sound insurers, including self-insurance to the extent customary, all as reasonably determined by the Administrative Agent. The Loan Parties shall comply with the covenants and provide the endorsement set forth on Schedule 8.1.3 relating to property and related insurance policies covering the Collateral.

8.1.4 Maintenance of Properties and Leases. Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain in good repair, working order and condition (ordinary

wear and tear excepted) in accordance with the general practice of other businesses of similar character and size, all of those properties useful or necessary to its business, and from time to time, such Loan Party will make or cause to be made all appropriate repairs, renewals or replacements thereof, except to the extent that the failure to so maintain, repair, renew or replace such properties would not constitute a Material Adverse Change.

8.1.5 Maintenance of Patents, Trademarks, Etc. Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain in full force and effect all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and other authorizations necessary for the ownership and operation of its properties and business if the failure to so maintain the same would constitute a Material Adverse Change.

8.1.6 Visitation Rights. Each Loan Party shall, and shall cause each of its Subsidiaries to, permit any of the officers or authorized employees or representatives of the Administrative Agent or any of the Lenders to visit and inspect any of its properties and to examine and make excerpts from its books and records and discuss its business affairs, finances and accounts with its officers, all in such detail and at such times and as often as any of the Lenders may reasonably request, provided that so long as an Event of Default has not occurred, each Lender shall provide the Borrower and the Administrative Agent with reasonable notice prior to any visit or inspection.

8.1.7 Keeping of Records and Books of Account. The Borrower shall, and shall cause each Subsidiary of the Borrower to, maintain and keep proper books of record and account which enable the Borrower and its Subsidiaries to issue financial statements in accordance with GAAP and as otherwise required by applicable Laws of any Official Body having jurisdiction over the Borrower or any Subsidiary of the Borrower, and in which full, true and correct entries shall be made in all material respects of all its dealings and business and financial affairs.

8.1.8 Plans and Benefit Arrangements. The Borrower shall, and shall cause each other member of the ERISA Group to, comply with ERISA, the Internal Revenue Code and other applicable Laws applicable to Plans and Benefit Arrangements except where such failure, alone or in conjunction with any other failure, would not result in a Material Adverse Change. Without limiting the generality of the foregoing, the Borrower shall cause all of its Plans and all Plans maintained by any member of the ERISA Group to be funded in accordance with the minimum funding requirements of ERISA and shall make, and cause each member of the ERISA Group to make, in a timely manner, all contributions due to Plans, Benefit Arrangements and Multiemployer Plans.

8.1.9 Compliance with Laws. Each Loan Party shall, and shall cause each of its Subsidiaries to, comply with all applicable Laws, including all Environmental Laws and Safety Laws, in all respects, provided that it shall not be deemed to be a violation of this Section 8.1.9 if any failure to comply with any Law would not result in fines, penalties, costs associated with the performance of any Remedial Actions, other similar liabilities or injunctive relief which in the aggregate would constitute a Material Adverse Change. Without limiting the generality of the foregoing, each Loan Party shall, and shall cause each of its Subsidiaries to, obtain, maintain, renew and comply with all Environmental Permits applicable to their respective operations and activities, provided that it shall not be deemed to be a violation of this Section 8.1.9 if any failure to do so would not result in cease and desist orders or fines, penalties or other similar liabilities or injunctive relief which in the aggregate would constitute a Material Adverse Change.

8.1.10 Use of Proceeds. The Loan Parties will use the Letters of Credit and the proceeds of the Loans only in accordance with Section 2.8 [Use of Proceeds] as permitted by applicable Law.

8.1.11 Further Assurances. Each Loan Party shall, from time to time, at its expense, faithfully preserve and protect the Administrative Agent's Lien on and Prior Security Interest in the Collateral as a continuing first priority perfected Lien, subject only to Permitted Liens, and shall do such other acts and things as the Administrative Agent in its reasonable discretion may deem necessary or advisable from time to time in order to preserve, perfect and protect the Liens granted under the Loan Documents and to exercise and enforce its rights and remedies thereunder with respect to the Collateral.

8.1.12 Subordination of Intercompany Loans. Each Loan Party shall cause any intercompany Indebtedness, loans or advances owed by any Loan Party to any other Loan Party to be subordinated pursuant to the terms of the Intercompany Subordination Agreement.

8.1.13 Anti-Terrorism Laws. None of the Loan Parties is or shall be (i) a Person with whom any Lender is restricted from doing business under Executive Order No. 13224 or any other Anti-Terrorism Law, (ii) engaged in any business involved in making or receiving any contribution of funds, goods or services to or for the benefit of such a Person or in any transaction that evades or avoids, or has the purpose of evading or avoiding, the prohibitions set forth in any Anti-Terrorism Law, or (iii) otherwise in violation of any Anti-Terrorism Law. The Loan Parties shall provide to the Lenders any certifications or information that a Lender requests to confirm compliance by the Loan Parties with Anti-Terrorism Laws.

8.2 Negative Covenants.

8.2.1 Indebtedness. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, at any time create, incur, assume or suffer to exist any Indebtedness, except:

(i) Indebtedness under the Loan Documents;

(ii) Existing Indebtedness as set forth on Schedule 8.2.1 (including any extensions, renewals or replacements thereof), provided (i) there is no increase in the amount thereof or other significant change in the terms thereof unless otherwise specified on Schedule 8.2.1, and (ii) the terms of such Indebtedness do not restrict the ability of the Subsidiaries of the Borrower to pay dividends or make other distributions on account of the ownership interests of the Borrower's Subsidiaries;

(iii) Indebtedness of a Loan Party to another Loan Party which is subordinated in accordance with the provisions of Section 8.1.12 [Subordination of Intercompany Loans];

(iv) Indebtedness under any Lender-Provided Treasury/Credit Arrangement or other cash management arrangement approved by the Administrative Agent; provided however, that the aggregate amount of all such Indebtedness under this Subsection 8.2.1(iv) shall not exceed \$50,000,000 at any one time outstanding;

(v) Any Lender-Provided Hedge or other Interest Rate Hedge approved by the Administrative Agent;

(vi) Indebtedness secured by Purchase Money Security Interests and Indebtedness evidenced by capitalized leases and other Indebtedness for borrowed money, including without limitation, Indebtedness assumed in connection with Permitted Acquisitions; provided however, (i) the aggregate amount of all such Indebtedness under this Subsection 8.2.1(vi) (excluding for the purpose of this computation any Indebtedness described in Schedule 8.2.1) shall not exceed \$25,000,000, and (ii) the terms of such Indebtedness shall not restrict the ability of the Subsidiaries of the Borrower to pay dividends or make other distributions on account of the ownership interests of the Borrower's Subsidiaries;

(vii) Non-speculative Currency Agreements in the ordinary course of business;

(viii) The 2009 Senior Note Debt of the Borrower in an aggregate principal amount not to exceed \$300,000,000, and Guaranties of the domestic Loan Parties executed in connection with the 2009 Senior Note Debt subject, however, to the requirements of Section 8.2.3 [Guaranties];

(ix) Guaranties permitted under Section 8.2.3 [Guaranties]; and

(x) Any other Indebtedness of any Loan Party or of any Subsidiary of any Loan Party; provided however, that the aggregate amount of all such Indebtedness under this Subsection 8.2.1(x) shall not exceed \$10,000,000 at any one time outstanding; provided further that the terms of such Indebtedness shall not restrict the ability of the Subsidiaries of the Borrower to pay dividends or make other distributions on account of the ownership interests of the Borrower's Subsidiaries.

8.2.2 Liens; Lien Covenants. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, at any time create, incur, assume or suffer to exist any Lien on any of its property or assets, tangible or intangible, now owned or hereafter acquired, or agree or become liable to do so, except Permitted Liens. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, at any time directly or indirectly enter into or assume any agreement (other than this Agreement, the other Loan Documents and the 2009 Senior Note Indenture), or adopt any charter or other governing document provision, prohibiting the creation or assumption of any Lien upon any of the property or assets of the Loan Parties and their Subsidiaries, other than (i) this Agreement and the other Loan Documents, (ii) the 2009 Senior Note Indenture, and (iii) agreements which relate to purchase money financing and capital leases permitted under clause (vi) of Section 8.2.1 [Indebtedness]; provided that the prohibitions on Liens in such agreements relate only to the assets subject to such financing or lease.

8.2.3 Guaranties. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries or any Excluded Subsidiary to, at any time, directly or indirectly, become or be liable in respect of any Guaranty, or assume, guarantee, become surety for, endorse or otherwise agree, become or remain directly or contingently liable upon or with respect to any obligation or liability of any other Person, except for:

(i) Guaranties of Indebtedness of the Loan Parties permitted hereunder, and Guaranties by the Borrower of Indebtedness of Subsidiaries of the Borrower under Lender-Provided Hedges and Lender-Provided Treasury/Credit Arrangements permitted hereunder;

(ii) Guaranties listed on Schedule 8.2.3 hereto;

(iii) Guaranties of Indebtedness incurred by any Excluded Subsidiary, and its respective subsidiaries, permitted Joint Ventures under Section 8.2.9 [Subsidiaries, Partnerships and Joint Ventures] and Guaranties of any other obligations, provided however, that the aggregate principal or stated amount of all such Guaranties under this clause (iii) of Section 8.2.3 shall not exceed \$120,000,000 at any one time; and

(v) indemnifications by the Borrower or any of its Subsidiaries of the liabilities of its directors or officers pursuant to the provisions contained in such party's respective organizational documents or bylaws.

Notwithstanding the foregoing, no Subsidiary shall execute any Guaranty of any Indebtedness of the 2009 Senior Notes unless, prior to the date of such execution, such Subsidiary has executed and delivered a Guaranty Agreement in favor of the Administrative Agent.

8.2.4 Loans and Investments. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, at any time make or suffer to remain outstanding any loan or advance to, or purchase or acquire any stock, bonds, notes or securities of, or any partnership interest (whether general or limited) or limited liability company interest in, or any other investment or interest in, or make any capital contribution to, any other Person, or agree, become or remain liable to do any of the foregoing, except:

(i) trade credit extended on usual and customary terms, including extended repayment terms to the extent consistent with the current practices of the Loan Parties, in the ordinary course of business;

(ii) advances to employees to meet expenses incurred by such employees in the ordinary course of business;

(iii) Permitted Investments;

(iv) loans and advances to, and investments in, other Loan Parties organized under the laws of the United States or a state thereof, or, upon the Borrower's request and the prior written consent of the Administrative Agent, any other country;

(v) loans and investments set forth on Schedule 8.2.4;

(vi) loans and advances to, and investments in, Foreign Subsidiaries created or acquired after the Closing Date, and additional loans and advances to, and investments in, existing Foreign Subsidiaries in excess of the amount of such investments in each of the existing Subsidiaries listed on Schedule 8.2.4, in an aggregate amount not exceeding \$100,000,000 at any one time outstanding;

(vii) loans and advances to, and investments in, Joint Ventures not existing as of the Closing Date (excluding any loans and advances to, and investments in, Foreign Subsidiaries created after the Closing Date pursuant to clause (vi) of this Section 8.2.4), and additional loans, advances and investments in existing Joint Ventures above the amount of such investments in existing Joint Ventures listed on Schedule 8.2.4, which Joint Ventures (a) limit the liability of the Loan Party or Subsidiary to such party's investment therein (except to the extent of liabilities under Guaranties otherwise permitted under this Agreement), and (b) are in the same or substantially similar lines of business as the Loan Parties' business; provided that the aggregate amount of the sum of (y) such investments in Joint Ventures from and after the Closing Date pursuant to this clause (vii), and (z) advances under clause (ix) of this Section 8.2.4 shall not exceed \$75,000,000 at any one time;

(viii) advances to subcontractors and suppliers of the Loan Parties or their Subsidiaries made in the ordinary course of business, provided that the aggregate amount of such advances shall not exceed \$10,000,000 at any one time outstanding; and

(ix) advances not in excess of \$10,000,000 at any one time outstanding to customers of the Loan Parties or their Subsidiaries to finance the construction of facilities for such customers which will use products supplied by the Loan Parties or their Subsidiaries, provided that the aggregate amount of the sum of (y) all such advances pursuant to this clause (ix), and (z) investments under clause (vii) of this Section 8.2.4 shall not exceed \$75,000,000 at any one time.

8.2.5 Restricted Payments. The Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, make any Restricted Payment, provided that the Borrower may make the following Restricted Payments:

(i) dividends and distributions by the Borrower to KI Holdings, including dividends and distributions which are used to redeem or repurchase the outstanding capital stock of KI Holdings, if prior to and after giving effect thereto, (A) no Event of Default or Potential Default will have occurred and be continuing or shall exist, and (B) the Loan Parties are in pro forma compliance with the Fixed Charge Coverage Ratio after giving effect to such dividend or distribution; and

(ii) payments made by the Borrower to repurchase the 2009 Senior Notes so long as prior to and after giving effect to any such dividend or distribution, (A) Undrawn Availability is at least \$50,000,000, and (B) no Event of Default or Potential Default will have occurred and be continuing or shall exist.

8.2.6 Liquidations, Mergers, Consolidations, Acquisitions. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, dissolve, liquidate or wind-up its affairs, or become a party to any merger or consolidation, or acquire by purchase, lease or otherwise all or substantially all of the assets or capital stock of any other Person, provided that:

(i) any Loan Party other than the Borrower may consolidate or merge into the Borrower or into another Loan Party which is wholly-owned by one or more of the other Loan Parties;

(ii) any Subsidiary of a Loan Party may be liquidated or dissolved if it is inactive or if all of the assets of such Subsidiary have been sold or disposed of in compliance with the terms of this Agreement;

(iii) any Subsidiary of a Loan Party may be merged into any Person or may be liquidated and dissolved, in each case in connection with the sale or disposition of such Subsidiary, if the sale or disposition of all of the assets of such Subsidiary would have been otherwise permitted hereunder, and any Subsidiary of the Borrower which is not a Loan Party may be merged into any other Subsidiary of the Borrower which is not a Loan Party;

(iv) any Loan Party or any Subsidiary of a Loan Party may acquire, whether by purchase or by merger, (A) all of the ownership interests of another Person or (B) substantially all of assets of another Person or of a business or division of another Person (each, a "**Permitted Acquisition**"), provided that each of the following requirements is met:

(a) if the Loan Parties are acquiring the ownership interests in such Person, such Person shall execute a Guarantor Joinder and join this Agreement as a Guarantor pursuant to Section 11.13 [Joinder of Guarantors] on or before the date of such Permitted Acquisition;

(b) the Loan Parties, such Person and its owners, as applicable, if the same are located in the United States, shall grant Liens in the assets of or acquired from and stock or other ownership interests in such Person and otherwise comply with Section 11.13 [Joinder of Guarantors] on or before the date of such Permitted Acquisition;

(c) the board of directors or other equivalent governing body of such Person shall have approved such Permitted Acquisition;

(d) the business acquired, or the business conducted by the Person whose ownership interests are being acquired, as applicable, shall be reasonably related to as one or more line or lines of business conducted by the Loan Parties and shall comply with Section 8.2.10 [Continuation of or Change in Business];

(e) no Potential Default or Event of Default shall exist immediately prior to and after giving effect to such Permitted Acquisition;

(f) in the case of any Permitted Acquisition, (1) the Borrower shall be in compliance with the covenants contained in Sections 8.2 hereof after giving effect to such Permitted Acquisition (including in such computation Indebtedness or other

liabilities assumed or incurred in connection with such Permitted Acquisition and income earned or expenses incurred by the Person, business or assets to be acquired prior to the date of such Permitted Acquisition), and (2) after giving effect to such Permitted Acquisition, the Undrawn Availability is at least \$50,000,000. In the case of any Permitted Acquisition in connection with which the aggregate Consideration exceeds \$50,000,000, the Borrower shall demonstrate compliance with clauses (1) and (2) of this subsection (f) by delivering at least five (5) Business Days prior to such Permitted Acquisition a certificate in the form of Exhibit 8.2.6 (each, an “**Acquisition Compliance Certificate**”) evidencing compliance with such covenants on a pro forma basis and certifying as to such Undrawn Availability; and

(g) the Loan Parties or such Subsidiary, as applicable, shall deliver to the Administrative Agent (a) at least five (5) Business Days before such Permitted Acquisition drafts of any agreements proposed to be entered into by such Loan Parties and/or such Subsidiary, as applicable, in connection with such Permitted Acquisition, and (b) prior to the date of such Permitted Acquisition, execution copies of such agreements entered into by such Loan Parties and/or such Subsidiary, as applicable, in connection with such Permitted Acquisition, and shall deliver to the Administrative Agent such other information about such Person or its assets as any Loan Party may reasonably require.

8.2.7 Dispositions of Assets or Subsidiaries. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, sell, convey, assign, lease, abandon or otherwise transfer or dispose of, voluntarily or involuntarily, any of its properties or assets, tangible or intangible (including sale, assignment, discount or other disposition of accounts, contract rights, chattel paper, equipment or general intangibles with or without recourse or of capital stock, shares of beneficial interest, partnership interests or limited liability company interests of a Subsidiary of such Loan Party), except:

(i) transactions involving the sale of inventory in the ordinary course of business and casualty losses to inventory to the extent that the insurance proceeds therefrom are used (a) to repair or replace such inventory, which inventory shall be subject to the Lenders’ Prior Security Interest, or (b) to prepay the Loans in accordance with this Agreement;

(ii) any sale, transfer or lease of assets in the ordinary course of business which are no longer necessary or required in the conduct of such Loan Party’s or such Subsidiary’s business;

(iii) any sale, transfer or lease of assets by any wholly owned Subsidiary of a Loan Party to another Loan Party;

(iv) subject to the provisions of Section 8.2.9, any transfer of the ownership interests in a wholly owned Subsidiary of the Borrower which is not a Loan Party to another wholly owned Subsidiary of the Borrower; or

(v) any sale, transfer or lease of assets in the ordinary course of business which are replaced by substitute assets acquired or leased, provided such substitute assets are subject to the Lenders’ Prior Security Interest if the assets so sold, transferred or leased were so subject;

(vi) provided no Event of Default or Potential Default exists, any sale, transfer or lease of assets, other than those specifically excepted pursuant to clauses (i) through (v) above, which in any one sale, transfer or lease of assets, or in any number of sales, transfers or leases of assets, involves the sale, transfer, or lease of assets having a book value of (i) not more than fifteen percent (15%) of the Consolidated Net Tangible Assets in the fiscal year of the Borrower ended December 31, 2012 (in each case, measured with respect to a series of sales, transfers or leases of assets on the day of the first sale), and (ii) not more than twenty-five percent (25%) of the Consolidated Net Tangible Assets during the term of this Agreement (in each case, measured with respect to a series of sales, transfers or leases of assets on the day of the first sale); provided however, the proceeds of any such sale, transfer or lease of assets under this clause (vi) shall be applied by the Borrower to repayment of any principal balance outstanding on the Revolving Credit Loans.

8.2.8 Affiliate Transactions. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, enter into or carry out any transaction with an Affiliate (other than a Loan Party or a wholly-owned Subsidiary of a Loan Party to the extent not otherwise prohibited by this Agreement) (including purchasing property or services from or selling property or services to any Affiliate of any Loan Party or other Person) unless such transaction is not otherwise prohibited by this Agreement, is entered into in the ordinary course of business upon fair and reasonable arm's-length terms and conditions which are of a type which are or have previously been fully disclosed to the Administrative Agent and is in accordance with all applicable Law.

8.2.9 Subsidiaries, Partnerships and Joint Ventures. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, own or create directly or indirectly any Subsidiaries other than (i) any Subsidiary which has joined this Agreement as a Guarantor on the Closing Date or which is listed on Schedule 6.1.3 hereto (excluding Koppers Assurance); (ii) any Subsidiary formed under the laws of the United States or a state thereof after the Closing Date which joins this Agreement as a Guarantor pursuant to Section 11.13 [Joinder of Guarantors], provided that such Subsidiary and the Loan Parties, as applicable, shall grant and cause to be perfected first priority Liens to the Administrative Agent for the benefit of the Lenders (in form and substance satisfactory to the Administrative Agent) in the assets held by, and stock of or other ownership interests in, such Subsidiary; (iii) Excluded Subsidiaries and any subsidiary of an Excluded Subsidiary and (iv) Foreign Subsidiaries and any subsidiary of a Foreign Subsidiary. Except as set forth on Schedule 8.2.9 and to the extent permitted by clause (vii) of Section 8.2.4 [Loans and Investments], each of the Loan Parties shall not become or agree to (1) become a general or limited partner in any general or limited partnership, except that the Loan Parties may be general or limited partners in other Loan Parties, (2) become a member or manager of, or hold a limited liability company interest in, a limited liability company, except that the Loan Parties may be members or managers of, or hold limited liability company interests in, other Loan Parties, or (3) become a party to a Joint Venture.

8.2.10 Continuation of or Change in Business. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, engage in any business other than as set forth on Schedule 8.2.10, substantially as conducted and operated by such Loan Party or Subsidiary during the present fiscal year and businesses reasonably related thereto, and such Loan Party or Subsidiary shall not permit any material change in the nature of such business. For avoidance of doubt, the parties recognize that sale or dispositions of assets or Subsidiaries otherwise permitted under this Agreement shall not violate this Section 8.2.10.

8.2.11 Plans and Benefit Arrangements. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to:

(i) fail to satisfy the minimum funding requirements of ERISA and the Internal Revenue Code with respect to any Plan;

(ii) request a minimum funding waiver from the Internal Revenue Service with respect to any Plan;

(iii) engage in a Prohibited Transaction with any Plan, Benefit Arrangement or Multiemployer Plan which, alone or in conjunction with any other circumstances or set of circumstances resulting in liability under ERISA, would constitute a Material Adverse Change;

(iv) fail to make when due any contribution to any Multiemployer Plan that the Borrower or any member of the ERISA Group may be required to make under any agreement relating to such Multiemployer Plan, or any Law pertaining thereto;

(v) withdraw (completely or partially) from any Multiemployer Plan or withdraw (or be deemed under Section 4062(e) of ERISA to withdraw) from any Multiple Employer Plan, where any such withdrawal is likely to result in a material liability of the Borrower or any member of the ERISA Group;

(vi) terminate, or institute proceedings to terminate, any Plan under Section 4041 of ERISA, where such termination is likely to result in a material liability to the Borrower or any member of the ERISA Group;

(vii) make any amendment to any Plan in violation of Section 436(c) of the Code; or

(viii) fail to give any and all notices and make all disclosures and governmental filings required under ERISA or the Internal Revenue Code, where such failure is likely to result in a Material Adverse Change.

8.2.12 Fiscal Year. The Borrower shall not, and shall not permit any Subsidiary of the Borrower to, change its fiscal year from the twelve-month period beginning January 1 and ending December 31.

8.2.13 Issuance of Stock. The Borrower shall not issue any capital stock, options or warrants, the effect of which would result in a Change of Control. Other than as permitted under Sections 8.2.5 and 8.2.9, each of the Loan Parties other than the Borrower and KI Holdings shall not, and shall not permit any of its Subsidiaries to, issue any additional shares of its capital stock or any options, warrants or other rights in respect thereof.

8.2.14 Changes in Organizational Documents; Changes in 2009 Senior Note Debt Documents.

(i) Changes in Organizational Documents. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, amend in any respect its certificate of incorporation (including any provisions or resolutions relating to capital stock), by-laws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents without providing at least ten (10) calendar days' prior written notice to the Administrative Agent and the Lenders and, in the event such change would be materially adverse to the Lenders as determined by the Administrative Agent in its sole discretion, obtaining the prior written consent of the Required Lenders.

(ii) Changes in 2009 Senior Note Debt Documents. Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, amend, modify, supplement or restate any of the 2009 Senior Note Debt Documents or waive compliance by any Person party thereto with any provision thereof without providing at least thirty (30) calendar days' prior written notice to the Administrative Agent and, in the event such change could be adverse to the Lenders as reasonably determined by the Administrative Agent, obtaining the prior written consent of the Required Lenders. Without limiting the generality of the foregoing, the Administrative Agent may deem any such amendment, modification, supplement or restatement to be adverse if the covenants which relate to the Borrower and its Subsidiaries set forth in the terms and conditions of any such notes and related documents are more restrictive in any material respect than the covenants set forth in this Agreement.

8.2.15 Intentionally Omitted.

8.2.16 Minimum Fixed Charge Coverage Ratio. The Loan Parties shall not permit the Fixed Charge Coverage Ratio, calculated as of the end of each fiscal quarter for the four fiscal quarters then ended, to be less than 1.1 to 1.0.

8.2.17 Maximum Leverage Ratio. The Loan Parties shall not at any time permit the Leverage Ratio, calculated as of the end of each fiscal quarter for the four fiscal quarters then ended, to exceed 4.0 to 1.0.

8.3 Reporting Requirements. The Loan Parties will furnish or cause to be furnished to the Administrative Agent and each of the Lenders:

8.3.1 Quarterly Financial Statements. As soon as available and in any event within forty-five (45) calendar days after the end of each of the first three fiscal quarters in each fiscal year, financial statements of KI Holdings, consisting of a consolidated balance sheet as of the end of such fiscal quarter and related consolidated statements of income and cash flows for the fiscal quarter then ended and the fiscal year through that date, which shall include in the notes thereto the condensed consolidating balance sheet and condensed consolidating statements of income and cash flows for the Borrower, all in reasonable detail and certified (subject to normal year-end audit adjustments) by the Chief Executive Officer, President, Chief Financial Officer, or Treasurer of the Borrower as having been prepared in accordance with GAAP,

consistently applied, and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year. Simultaneously with the delivery of the financial statements referred to above, the Borrower shall also furnish to the Administrative Agent and the Lenders a report on environmental matters occurring during such fiscal quarter with such information and in form and scope satisfactory to the Administrative Agent.

8.3.2 Annual Financial Statements. As soon as available and in any event within ninety (90) calendar days after the end of each fiscal year of the Borrower, financial statements of KI Holdings consisting of a consolidated balance sheet as of the end of such fiscal year, and related consolidated statements of income, stockholders' equity and cash flows for the fiscal year then ended, which shall include in the notes thereto the condensed consolidating balance sheet and condensed consolidating statements of income and cash flows for the Borrower, all in reasonable detail and setting forth in comparative form the financial statements as of the end of and for the preceding fiscal year, and certified by independent certified public accountants of nationally recognized standing satisfactory to the Administrative Agent. The certificate or report of accountants shall be free of qualifications (other than any consistency qualification that may result from a change in the method used to prepare the financial statements as to which such accountants concur) and shall not indicate the occurrence or existence of any event, condition or contingency which would materially impair the prospect of payment or performance of any covenant, agreement or duty of any Loan Party under any of the Loan Documents. Simultaneously with the delivery of the financial statements referred to above, the Borrower shall also furnish to the Administrative Agent and the Lenders a report on environmental matters occurring during the fourth fiscal quarter of such year which contains such information and in form and scope satisfactory to the Administrative Agent.

8.3.3 Certificate of the Borrower. Concurrently with the financial statements of the Borrower furnished to the Administrative Agent and to the Lenders pursuant to Sections 8.3.1 [Quarterly Financial Statements] and 8.3.2 [Annual Financial Statements], a certificate (each, a "**Compliance Certificate**") of the Borrower signed by the Chief Executive Officer, President, Chief Financial Officer, or Treasurer of the Borrower, in the form of Exhibit 8.3.3, to the effect that, except as described pursuant to Section 8.3.5 [Notice of Default], (i) the representations and warranties of the Borrower contained in Section 6 and in the other Loan Documents are true on and as of the date of such certificate with the same effect as though such representations and warranties had been made on and as of such date (except representations and warranties which expressly relate solely to an earlier date or time) and the Loan Parties have performed and complied with all covenants and conditions hereof, (ii) no Event of Default or Potential Default exists and is continuing on the date of such certificate and (iii) containing calculations in sufficient detail to demonstrate compliance as of the date of such financial statements with all financial covenants contained in Section 8.2 [Negative Covenants].

8.3.4 Intentionally Omitted.

8.3.5 Notice of Default. Promptly after any officer of any Loan Party has learned of the occurrence of an Event of Default or Potential Default, a certificate signed by the Chief Executive Officer, President, Chief Financial Officer, Treasurer, or Director of such Loan Party setting forth the details of such Event of Default or Potential Default and the action which such Loan Party proposes to take with respect thereto.

8.3.6 Notice of Litigation. Promptly after the commencement thereof, notice of all (i) actions, suits, proceedings or investigations before or by any Official Body or any other Person against any Loan Party or Subsidiary of any Loan Party which relate to the Collateral, involve a claim or series of claims in excess of \$5,000,000 or, (ii) Environmental Complaint, individually or in the aggregate which exceeds \$5,000,000 or a Safety Complaint, individually or in the aggregate, which exceeds \$5,000,000, which in any such case listed in clause (i) or (ii) would, if adversely determined, constitute a Material Adverse Change.

8.3.7 Certain Events. Written notice to the Administrative Agent:

(i) at least ten (10) Business Days prior thereto, with respect to any proposed sale or transfer of assets pursuant to clause (vi) of Section 8.2.7 [Dispositions of Assets or Subsidiaries],

(ii) within the time limits set forth in Section 8.2.14 [Changes in Organizational Documents], any amendment to the organizational documents of any Loan Party; and

(iii) at least ten (10) Business Days prior thereto, with respect to any change in any Loan Party's locations from the locations set forth in Schedule A to the Security Agreement; and

(iv) Immediately in the event that the Borrower or its accountants conclude or advise that any previously issued financial statement, audit report or interim review should no longer be relied upon or that disclosure should be made or action should be taken to prevent future reliance, notice in writing setting forth the details thereof and the action which the Borrower proposes to take with respect thereto.

8.3.8 Budgets, Forecasts, Other Reports and Information. Promptly upon their becoming available to the Borrower:

(i) KI Holdings' consolidated annual budget, including a consolidated balance sheet, income statement and cash flow statement, and consolidated forecasts or projections of KI Holdings and its subsidiaries, to be supplied not later than sixty (60) days after the commencement of the fiscal year to which any of the foregoing may be applicable,

(ii) any reports, notices or proxy statements generally distributed by the Borrower to its stockholders on a date no later than the date supplied to such stockholders,

(iii) regular or periodic reports, including Forms 10-K, 10-Q and 8-K, registration statements and prospectuses, filed by the Borrower with the Securities and Exchange Commission,

(iv) a copy of any material order in any proceeding to which the Borrower or any of its Subsidiaries is a party issued by any Official Body,

(v) a duly completed copy of IRS Form 8886 or any successor form, in the event that the Borrower has notified the Administrative Agent of its intention to treat the Loans and/or Letters of Credit as being a “reportable transaction” (within the meaning of Treasury Regulation Section 1.6011-4); and

(vi) such other reports and information as any of the Lenders may from time to time reasonably request. The Borrower shall also notify the Lenders promptly of the enactment or adoption of any Law which results in a Material Adverse Change

8.3.9 Notices Regarding Plans and Benefit Arrangements.

8.3.9.1 Certain Events. Promptly upon becoming aware of the occurrence thereof, notice (including the nature of the event and, when known, any action taken or threatened by the Internal Revenue Service or the PBGC with respect thereto) of:

- (i) any Reportable Event with respect to the Borrower or any other member of the ERISA Group,
- (ii) any Prohibited Transaction which could subject the Borrower or any other member of the ERISA Group to a civil penalty assessed pursuant to Section 502(i) of ERISA or a tax imposed by Section 4975 of the Internal Revenue Code in connection with any Plan, any Benefit Arrangement or any trust created thereunder,
- (iii) any assertion of material withdrawal liability with respect to any Multiemployer Plan,
- (iv) any partial or complete withdrawal from a Multiemployer Plan by the Borrower or any other member of the ERISA Group under Title IV of ERISA (or assertion thereof), where such withdrawal is likely to result in material withdrawal liability,
- (v) any cessation of operations (by the Borrower or any other member of the ERISA Group) at a facility in the circumstances described in Section 4062(e) of ERISA,
- (vi) withdrawal by the Borrower or any other member of the ERISA Group from a Multiple Employer Plan,
- (vii) a failure by the Borrower or any other member of the ERISA Group to make a payment to a Plan required to avoid imposition of a Lien under Section 302(f) of ERISA,
- (viii) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 307 of ERISA, or

(ix) any change in the actuarial assumptions or funding methods used for any Plan, where the effect of such change is to materially increase or materially reduce the unfunded benefit liability or obligation to make periodic contributions.

8.3.9.2 Notices of Involuntary Termination and Annual Reports. Promptly after receipt thereof, copies of (a) all notices received by the Borrower or any other member of the ERISA Group of the PBGC's intent to terminate any Plan administered or maintained by the Borrower or any member of the ERISA Group, or to have a trustee appointed to administer any such Plan; and (b) at the request of the Administrative Agent or any Lender each annual report (IRS Form 5500 series) and all accompanying schedules, the most recent actuarial reports, the most recent financial information concerning the financial status of each Plan administered or maintained by the Borrower or any other member of the ERISA Group, and schedules showing the amounts contributed to each such Plan by or on behalf of the Borrower or any other member of the ERISA Group in which any of their personnel participate or from which such personnel may derive a benefit, and each Schedule B (Actuarial Information) to the annual report filed by the Borrower or any other member of the ERISA Group with the Internal Revenue Service with respect to each such Plan.

8.3.9.3 Notice of Voluntary Termination. Promptly upon the filing thereof, copies of any Form 5310, or any successor or equivalent form to Form 5310, filed with the PBGC in connection with the termination of any Plan under Section 4041 of ERISA.

9. DEFAULT

9.1 Events of Default. An Event of Default shall mean the occurrence or existence of any one or more of the following events or conditions (whatever the reason therefor and whether voluntary, involuntary or effected by operation of Law):

9.1.1 Payments Under Loan Documents. The Borrower shall fail to pay any principal of any Loan (including scheduled installments, mandatory prepayments or the payment due at maturity), Reimbursement Obligation or Letter of Credit or Obligation or any interest on any Loan, Reimbursement Obligation or Letter of Credit Obligation or any other amount owing hereunder or under the other Loan Documents on the date on which such principal, interest or other amount becomes due in accordance with the terms hereof or thereof;

9.1.2 Breach of Warranty. Any representation or warranty made at any time by any of the Loan Parties herein or by any of the Loan Parties in any other Loan Document, or in any certificate, other instrument or statement furnished pursuant to the provisions hereof or thereof, shall prove to have been false or misleading in any material respect as of the time it was made or furnished;

9.1.3 Breach of Negative Covenants or Visitation Rights. Any of the Loan Parties shall default in the observance or performance of any covenant contained in Section 8.1.6 [Visitation Rights] or Section 8.2 [Negative Covenants];

9.1.4 Breach of Other Covenants. Any of the Loan Parties shall default in the observance or performance of any other covenant, condition or provision hereof or of any other Loan Document and such default shall continue unremedied for a period of thirty calendar days

after any officer of any Loan Party becomes aware of the occurrence thereof (such grace period to be applicable only in the event such default can be remedied by corrective action of the Loan Parties as determined by the Administrative Agent in its sole discretion);

9.1.5 Defaults in Other Agreements or Indebtedness. A default or event of default shall occur at any time under the terms of any other agreement involving borrowed money or the extension of credit or any other Indebtedness under which any Loan Party or Subsidiary of any Loan Party may be obligated as a borrower or guarantor in excess of \$10,000,000 in the aggregate, and such breach, default or event of default consists of the failure to pay (beyond any period of grace permitted with respect thereto, whether waived or not) any Indebtedness when due (whether at stated maturity, by acceleration or otherwise) or if such breach or default permits or causes the acceleration of any Indebtedness (whether or not such right shall have been waived) or the termination of any commitment to lend;

9.1.6 Final Judgments or Orders. Any final judgments or orders for the payment of money (not covered by insurance for which there is no dispute with respect to coverage by the applicable insurance carrier) in excess of \$10,000,000 in the aggregate shall be entered against any Loan Party by a court having jurisdiction in the premises, which judgment is not discharged, vacated, bonded or stayed pending appeal within a period of thirty (30) days from the date of entry;

9.1.7 Loan Document Unenforceable. Any of the Loan Documents shall cease to be legal, valid and binding agreements enforceable against the party executing the same or such party's successors and assigns (as permitted under the Loan Documents) in accordance with the respective terms thereof or shall in any way be terminated (except in accordance with its terms) or become or be declared ineffective or inoperative or shall in any way be challenged or contested or cease to give or provide the respective Liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby;

9.1.8 Uninsured Losses; Proceedings Against Assets. There shall occur any material uninsured damage to or loss, theft or destruction of any of the Collateral in excess of \$10,000,000 or the Collateral or any other of the Loan Parties' or any of their Subsidiaries' assets are attached, seized, levied upon or subjected to a writ or distress warrant; or such come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter;

9.1.9 Notice of Lien or Assessment. A notice of Lien or assessment in excess of \$5,000,000 which is not a Permitted Lien is filed of record with respect to all or any part of any of the Loan Parties' or any of their Subsidiaries' assets by the United States, Canada, Bermuda or any department, agency or instrumentality of the foregoing, or by any state, county, provincial, municipal or other governmental agency, including the PBGC, or any taxes or debts owing at any time or times hereafter to any one of these becomes payable and the same is not paid within thirty (30) days after the same becomes payable;

9.1.10 Insolvency. Any Loan Party or any Subsidiary of a Loan Party ceases to be Solvent or admits in writing its inability to pay its debts as they mature;

9.1.11 Events Relating to Plans and Benefit Arrangements. Any of the following occurs: (i) any Reportable Event, which the Administrative Agent determines in good faith constitutes grounds for the termination of any Plan by the PBGC or the appointment of a trustee to administer or liquidate any Plan, shall have occurred and be continuing; (ii) proceedings shall have been instituted or other action taken to terminate any Plan, or a termination notice shall have been filed with respect to any Plan under Section 4041 of ERISA; (iii) a trustee shall be appointed to administer or liquidate any Plan; (iv) the PBGC shall give notice of its intent to institute proceedings to terminate any Plan or Plans or to appoint a trustee to administer or liquidate any Plan; and, in the case of the occurrence of (i), (ii), (iii) or (iv) above, the Administrative Agent determines in good faith that the amount of the Borrower's liability is likely to exceed \$10,000,000; (v) the Borrower or any member of the ERISA Group shall fail to make any contributions when due to a Plan or a Multiemployer Plan; (vi) the Borrower or any other member of the ERISA Group shall make any amendment to a Plan with respect to which security is required under Section 307 of ERISA; (vii) the Borrower or any other member of the ERISA Group shall withdraw completely or partially from a Multiemployer Plan; (viii) the Borrower or any other member of the ERISA Group shall withdraw (or shall be deemed under Section 4062(e) of ERISA to withdraw) from a Multiple Employer Plan; or (ix) any applicable Law is adopted, changed or interpreted by any Official Body with respect to or otherwise affecting one or more Plans, Multiemployer Plans or Benefit Arrangements and, with respect to any of the events specified in (v), (vi), (vii), (viii) or (ix), the Administrative Agent determines in good faith that any such occurrence would be reasonably likely to materially and adversely affect the total enterprise represented by the Borrower and the other members of the ERISA Group;

9.1.12 Cessation of Business. Any Loan Party or Subsidiary of a Loan Party ceases to conduct its business as contemplated, except as expressly permitted under Section 8.2.6 [Liquidations, Mergers, Etc.] or 8.2.7 [Dispositions of Assets or Subsidiaries], or any Loan Party or Subsidiary of a Loan Party is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business and such injunction, restraint or other preventive order is not dismissed within thirty (30) days after the entry thereof;

9.1.13 Change of Control. A Change of Control shall have occurred;

9.1.14 Beazer East Default. (1) (a) A failure by Beazer East to pay any obligation or set of obligations under Article VII of the Beazer Acquisition Agreement in excess of \$10,000,000 in the aggregate, which failure shall have continued for a period of 30 days or more, or (b) any other failure by Beazer East to perform any obligation or set of obligations under Article VII of the Beazer Acquisition Agreement which the Required Lenders shall have determined in good faith has had, is having, or would be reasonably likely to have, a Material Adverse Change; and (2) a failure to perform by Beazer Limited under the Beazer Acquisition Agreement Guarantee with respect to such obligation or set of obligations; provided, however, that if an arbitration proceeding or arbitrations proceedings shall have been instituted under Article XI of the Beazer Acquisition Agreement with respect to such obligation or set of obligations, such failure by Beazer East to perform shall not constitute an Event of Default hereunder unless and until (w) a final decision shall have been rendered against Beazer East in such arbitration proceeding and Beazer East shall have failed to perform such obligation for a period of thirty days after such final decision has been rendered, (x) the Required Lenders shall have determined in good faith that such arbitration proceeding is not being diligently prosecuted,

(y) a period of one year shall have passed since the commencement of such arbitration proceeding, or (z) the Borrower shall have expended more than \$10,000,000 in the aggregate in unreimbursed expenditures as a result of such failure to perform by Beazer East and Beazer Limited;

9.1.15 Involuntary Proceedings. A proceeding shall have been instituted in a court having jurisdiction in the premises seeking a decree or order for relief in respect of any Loan Party or Subsidiary of a Loan Party in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or for the appointment of a receiver, receiver and manager, liquidator, provisional liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Loan Party or Subsidiary of a Loan Party for any substantial part of its property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) consecutive days or such court shall enter a decree or order granting any of the relief sought in such proceeding; or

9.1.16 Voluntary Proceedings. Any Loan Party or Subsidiary of a Loan Party shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment or taking possession by a receiver, receiver and manager, liquidator, provisional liquidator, assignee, custodian, trustee, sequestrator, administrator, conservator (or other similar official) of itself or for any substantial part of its property or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing.

9.2 Consequences of Event of Default.

9.2.1 Events of Default Other Than Bankruptcy, Insolvency or Reorganization Proceedings. If an Event of Default specified under Sections 9.1.1 through 9.1.14 shall occur and be continuing, the Lenders and the Administrative Agent shall be under no further obligation to make Loans and the Issuing Lenders shall be under no obligation to issue Letters of Credit and the Administrative Agent may, and upon the request of the Required Lenders, shall (i) by written notice to the Borrower, declare the unpaid principal amount of the Notes then outstanding and all interest accrued thereon, any unpaid fees and all other Indebtedness of the Borrower to the Lenders hereunder and thereunder to be forthwith due and payable, and the same shall thereupon become and be immediately due and payable to the Administrative Agent for the benefit of each Lender without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, and (ii) require the Borrower to, and the Borrower shall thereupon, deposit in a non-interest-bearing account with the Administrative Agent, as cash collateral for its Obligations under the Loan Documents, an amount equal to the maximum amount currently or at any time thereafter available to be drawn on all outstanding Letters of Credit, and the Borrower hereby pledges to the Administrative Agent and the Lenders, and grants to the Administrative Agent and the Lenders a security interest in, all such cash as security for such Obligations. Upon the curing of all Events of Default to the satisfaction of the Required Lenders, the Administrative Agent shall return such cash collateral to the Borrower; and

9.2.2 Bankruptcy, Insolvency or Reorganization Proceedings. If an Event of Default specified under Section 9.1.15 [Involuntary Proceedings] or Section 9.1.16 [Voluntary Proceedings] shall occur, the Lenders shall be under no further obligations to make Loans hereunder and the Issuing Lenders shall be under no obligation to issue Letters of Credit and the unpaid principal amount of the Loans then outstanding and all interest accrued thereon, any unpaid fees and all other Indebtedness of the Borrower to the Lenders hereunder and thereunder shall be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived; and

9.2.3 Set-off. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Lender, and each of their respective Affiliates and any participant of such Lender or Affiliate which has agreed in writing to be bound by the provisions of Section 5.3 [Sharing of Payments by Lenders] is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such Issuing Lender or any such Affiliate or participant to or for the credit or the account of any Loan Party against any and all of the Obligations of such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, such Issuing Lender, Affiliate or participant, irrespective of whether or not such Lender, Issuing Lender, Affiliate or participant shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or such Issuing Lender different from the branch or office holding such deposit or obligated on such Indebtedness. The rights of each Lender, each Issuing Lender and their respective Affiliates and participants under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Lender or their respective Affiliates and participants may have. Each Lender and each Issuing Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application; and

9.2.4 Application of Proceeds. From and after the date on which the Administrative Agent has taken any action pursuant to this Section 9.2 and until Payment in Full, any and all proceeds received by the Administrative Agent from any sale or other disposition of the Collateral, or any part thereof, or the exercise of any other remedy by the Administrative Agent, shall be applied as follows:

(i) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent in its capacity as such, each Issuing Lender in its capacity as such and the Swing Loan Lender in its capacity as such, ratably among the Administrative Agent, the Issuing Lenders and Swing Loan Lender in proportion to the respective amounts described in this clause First payable to them;

(ii) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders under the Loan Documents, including attorney fees, ratably among the Lenders in proportion to the respective amounts described in this clause Second payable to them;

(iii) Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and Reimbursement Obligations, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

(iv) Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, Reimbursement Obligations and payment obligations then owing under Lender Provided Hedges and Lender-Provided Treasury/Credit Arrangements, ratably among the Lenders, the Issuing Lenders, and the Lenders or Affiliates of Lenders which provide Lender Provided Hedges and other Lender-Provided Treasury/Credit Arrangement, in proportion to the respective amounts described in this clause Fourth held by them;

(v) Fifth, to the Administrative Agent for the account of the Issuing Lenders, to cash collateralize any undrawn amounts under outstanding Letters of Credit; and

(vi) Last, the balance, if any, to the Loan Parties or as required by Law.

9.2.5 Collateral Sharing. All Liens granted under the Security Agreement, the Patent Trademark and Copyright Security Agreement, the Pledge Agreement and any other Loan Document (the “**Collateral Documents**”) shall secure ratably and on a pari passu basis (i) the Obligations in favor of the Administrative Agent and the Lenders hereunder and (ii) the Obligations incurred by any of the Loan Parties in favor of any Lender, or any Affiliate of any Lender, which provides a Lender-Provided Hedge or a Lender-Provided Treasury/Credit Arrangement (the “**Hedge/Treasury/Credit Provider**”). The Administrative Agent under the Collateral Documents shall be deemed to serve and is appointed as the collateral agent (the “**Collateral Agent**”) for the Hedge/Treasury/Credit Provider and the Lenders hereunder, provided that the Collateral Agent shall comply with the instructions and directions of the Administrative Agent (or the Lenders under this Agreement to the extent that this Agreement or any other Loan Documents empowers the Lenders to direct the Administrative Agent), as to all matters relating to the Collateral, including the maintenance and disposition thereof. No Hedge/Treasury/Credit Provider (except in its capacity as a Lender hereunder) shall be entitled or have the power to direct or instruct the Collateral Agent on any such matters or to control or direct in any manner the maintenance or disposition of the Collateral.

9.2.6 Other Rights and Remedies. In addition to all of the rights and remedies contained in this Agreement or in any of the other Loan Documents, the Administrative Agent shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable Law, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by Law. The Administrative Agent may, and upon the request of the Required Lenders shall, exercise all post-default rights granted to the Administrative Agent and the Lenders under the Loan Documents or applicable Law.

9.2.7 Notice of Sale. Any notice required to be given by the Administrative Agent of a sale, lease, or other disposition of the Collateral or any other intended action by the Administrative Agent, if given ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Borrower.

10. THE ADMINISTRATIVE AGENT

10.1 Appointment and Authority. Each of the Lenders and each Issuing Lender hereby irrevocably appoints PNC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Section 10 are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

10.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

10.3 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Potential Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.1 [Modifications, Amendments or Waivers] and 9.2 [Consequences of Event of Default]) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Potential Default or Event of Default unless and until notice describing such Potential Default or Event of Default is given to the Administrative Agent by the Borrower, a Lender or an Issuing Lender.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Potential Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 7 [Conditions of Lending and Issuance of Letters of Credit] or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Section 10 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

10.6 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with approval from the Borrower (so long as no Event of Default has occurred and is continuing), to appoint a successor, such approval not to be unreasonably withheld or delayed. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the Issuing Lenders, appoint a successor Administrative Agent; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the Issuing Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 10.6. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section 10 and Section 11.3 [Expenses; Indemnity; Damage Waiver] shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

If PNC resigns as Administrative Agent under this Section 10.6, PNC shall also resign as an Issuing Lender. Upon the appointment of a successor Administrative Agent hereunder, such successor shall (i) succeed to all of the rights, powers, privileges and duties of PNC as the retiring Issuing Lender and Administrative Agent and PNC shall be discharged from all of its respective duties and obligations as Issuing Lender and Administrative Agent under the Loan Documents, and (ii) issue letters of credit in substitution for the Letters of Credit issued by PNC, if any, outstanding at the time of such succession or make other arrangement satisfactory to PNC to effectively assume the obligations of PNC with respect to such Letters of Credit.

10.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and each Issuing Lender acknowledges that it has, independently and without reliance upon the

Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.8 No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder.

10.9 Administrative Agent's Fee. The Borrower shall pay to the Administrative Agent a nonrefundable fee (the "**Administrative Agent's Fee**") under the terms of a letter (the "**Administrative Agent's Letter**") between the Borrower and Administrative Agent, as amended from time to time.

10.10 Authorization to Release Collateral and Guarantors. The Lenders and Issuing Lenders authorize the Administrative Agent to release (i) any Collateral consisting of assets or equity interests sold or otherwise disposed of in a sale or other disposition or transfer permitted under Section 8.2.7 [Dispositions of Assets or Subsidiaries] or Section 8.2.6 [Liquidations, Mergers, Consolidations, Acquisitions], and (ii) any Guarantor from its obligations under the Guaranty Agreement if the ownership interests in such Guarantor are sold or otherwise disposed of or transferred to persons other than Loan Parties or Subsidiaries of the Loan Parties in a transaction permitted under Section 8.2.7 [Dispositions of Assets or Subsidiaries] or Section 8.2.6 [Liquidations, Mergers, Consolidations, Acquisitions].

10.11 No Reliance on Administrative Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "**CIP Regulations**"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (i) any identity verification procedures, (ii) any recordkeeping, (iii) comparisons with government lists, (iv) customer notices or (v) other procedures required under the CIP Regulations or such other Laws.

11. MISCELLANEOUS

11.1 Modifications, Amendments or Waivers. With the written consent of the Required Lenders, the Administrative Agent, acting on behalf of all the Lenders, and the Borrower, on behalf of the Loan Parties, may from time to time enter into written agreements

amending or changing any provision of this Agreement or any other Loan Document or the rights of the Lenders or the Loan Parties hereunder or thereunder, or may grant written waivers or consents hereunder or thereunder. Any such agreement, waiver or consent made with such written consent shall be effective to bind all the Lenders and the Loan Parties; provided, that no such agreement, waiver or consent may be made which will:

11.1.1 Increase of Commitment. Increase the amount of the Revolving Credit Commitment of any Lender hereunder without the consent of such Lender;

11.1.2 Extension of Payment; Reduction of Principal, Interest or Fees; Modification of Terms of Payment. Whether or not any Loans are outstanding, extend the Expiration Date or the time for payment of principal or interest of any Loan (excluding the due date of any mandatory prepayment of a Loan), the Commitment Fee or any other fee payable to any Lender, or reduce the principal amount of or the rate of interest borne by any Loan or reduce the Commitment Fee or any other fee payable to any Lender, without the consent of each Lender directly affected thereby;

11.1.3 Release of Collateral or Guarantor. Except for sales of assets or capital stock permitted by Section 8.2.7 [Dispositions of Assets or Subsidiaries] and releases of Guarantors and Collateral authorized under Section 8.2.9 [Subsidiaries, Partnerships and Joint Ventures], release all or substantially all of the Collateral or any Guarantor from its Obligations under the Guaranty Agreement without the consent of all Lenders (other than Defaulting Lenders); or

11.1.4 Miscellaneous. Amend Section 5.2 [Pro Rata Treatment of Lenders], Section 10.3 [Exculpatory Provisions] or Section 5.3 [Sharing of Payments by Lenders] or this Section 11.1, alter any provision regarding the pro rata treatment of the Lenders or requiring all Lenders to authorize the taking of any action or reduce any percentage specified in the definition of Required Lenders, in each case without the consent of all of the Lenders;

provided that no agreement, waiver or consent which would modify the interests, rights or obligations of the Administrative Agent, the Issuing Lenders, or the Swing Loan Lender may be made without the written consent of the Administrative Agent, the Issuing Lenders or the Swing Loan Lender, as applicable, and provided, further that, if in connection with any proposed waiver, amendment or modification referred to in Sections 11.1.1 through 11.1.4 above, the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained (each a “**Non-Consenting Lender**”), then the Borrower shall have the right to replace any such Non-Consenting Lender with one or more replacement Lenders pursuant to Section 5.6.2 [Replacement of a Lender]. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender, and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

11.2 No Implied Waivers; Cumulative Remedies. No course of dealing and no delay or failure of the Administrative Agent or any Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall affect any other or future exercise thereof or operate as a waiver thereof, nor shall any single or partial exercise thereof

preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of the Administrative Agent and the Lenders under this Agreement and any other Loan Documents are cumulative and not exclusive of any rights or remedies which they would otherwise have.

11.3 Expenses; Indemnity; Damage Waiver.

11.3.1 Costs and Expenses. The Borrower shall pay (i) all out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket expenses incurred by the Issuing Lenders in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or any Issuing Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or any Issuing Lender), and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or any Issuing Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit, and (iv) all reasonable out-of-pocket expenses of the Administrative Agent's regular employees and agents engaged periodically to perform audits of the Loan Parties' books, records and business properties.

11.3.2 Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and each Issuing Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or nonperformance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) breach of representations, warranties or covenants of the Borrower under the Loan Documents, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, including any such items or losses relating to or arising under Environmental Laws or pertaining to environmental matters, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee,

be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 11.3.2 [Indemnification by the Borrower] shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

11.3.3 Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Sections 11.3.1 [Costs and Expenses] or 11.3.2 [Indemnification by the Borrower] to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Lenders or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Issuing Lenders or such Related Party, as the case may be, such Lender's Ratable Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or an Issuing Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or Issuing Lender in connection with such capacity.

11.3.4 Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in Section 11.3.2 [Indemnification by Borrower] shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

11.3.5 Payments. All amounts due under this Section shall be payable not later than ten (10) days after demand therefor.

11.4 Holidays. Whenever payment of a Loan to be made or taken hereunder shall be due on a day which is not a Business Day such payment shall be due on the next Business Day (except as provided in Section 4.2 [Interest Periods]) and such extension of time shall be included in computing interest and fees, except that the Loans shall be due on the Business Day preceding the Expiration Date if the Expiration Date is not a Business Day. Whenever any payment or action to be made or taken hereunder (other than payment of the Loans) shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, and such extension of time shall not be included in computing interest or fees, if any, in connection with such payment or action.

11.5 Notices; Effectiveness; Electronic Communication.

11.5.1 Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 11.5.2 [Electronic Communications]), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier (i) if to a Lender, to it at its address set forth in its administrative questionnaire, or (ii) if to any other Person, to it at its address set forth on Schedule 1.1(B).

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in Section 11.5.2 [Electronic Communications], shall be effective as provided in such Section.

11.5.2 Electronic Communications. Notices and other communications to the Lenders and the Issuing Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or any Issuing Lender if such Lender or such Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

11.5.3 Change of Address, Etc. Any party hereto may change its address, e-mail address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

11.6 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

11.7 Duration; Survival. All representations and warranties of the Loan Parties contained herein or made in connection herewith shall survive the execution and delivery of this Agreement, the completion of the transactions hereunder and Payment In Full. All covenants and agreements of the Borrower contained herein relating to the payment of principal, interest, premiums, additional compensation or expenses and indemnification, including those set forth in the Notes, Section 5 [Payments] and Section 11.3 [Expenses; Indemnity; Damage Waiver], shall survive Payment In Full. All other covenants and agreements of the Loan Parties shall continue in full force and effect from and after the date hereof and until Payment In Full.

11.8 Successors and Assigns.

11.8.1 Successors and Assigns Generally. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.8.2 [Assignments by Lenders], (ii) by way of participation in accordance with the provisions of Section 11.8.4 [Participations], or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.8.5 [Certain Pledges; Successors and Assigns Generally] (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 11.8.4 [Participations] and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

11.8.2 Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (i)(A) of this Section 11.8.2, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption Agreement, as of the Trade Date) shall not be less than \$5,000,000,

in the case of any assignment in respect of the Revolving Credit Commitment of the assigning Lender, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except for the consent of the Administrative Agent (which shall not be unreasonably withheld or delayed) and:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof; and

(B) the consent of the Issuing Lenders (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Assumption Agreement. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption Agreement, together with a processing and recordation fee of \$3,500, and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an administrative questionnaire provided by the Administrative Agent.

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 11.8.3 [Register], from and after the effective date specified in each Assignment and Assumption Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption Agreement, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 4.4 [Euro-Rate Unascertainable; Etc.], 5.8 [Increased Costs], and 11.3 [Expenses, Indemnity; Damage Waiver] with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.8.2 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.8.4 [Participations].

11.8.3 Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain a record of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time. Such register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is in such register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. Such register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

11.8.4 Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders, and the Issuing Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree (other than as is already provided for herein) to any amendment, modification or waiver with respect to Sections 11.1.1 [Increase of Commitment], 11.1.2 [Extension of Payment, Etc.], or 11.1.3 [Release of Collateral or Guarantor] that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 4.4 [Euro-Rate Unascertainable, Etc.], 5.8 [Increased Costs], 5.10 [Indemnity] and 5.9 [Taxes] (subject to the requirements and limitations therein, including the requirements under Section 5.9.7 [Status of Lenders] (it being understood that the documentation required under Section 5.9.7 [Status of Lenders] shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.8.2 [Assignments by Lenders]; provided that such Participant (A) agrees to be subject to the provisions of Section 5.6.2 [Replacement of a Lender] and Section 5.6.3 [Designation of a Different Lending Office] as if it were an assignee under Section 11.8.2 [Assignments by Lenders]; and (B) shall not be entitled to receive any greater payment under Sections 5.8 [Increased Costs] or 5.9 [Taxes], with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 5.6.2 [Replacement of a Lender] and Section 5.6.3 [Designation of Different Lending Office] with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.2.3 [Set-off] as though it were a Lender; provided that such Participant agrees to be subject to Section 5.3 [Sharing of Payments by Lenders] as

though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

11.8.5 Certain Pledges; Successors and Assigns Generally. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

11.9 Confidentiality.

11.9.1 General. Each of the Administrative Agent, the Lenders and the Issuing Lenders agrees to maintain the confidentiality of the Information, except that Information may be disclosed (i) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (iii) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (iv) to any other party hereto, (v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (vi) subject to an agreement containing provisions substantially the same as those of this Section, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (B) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (vii) with the consent of the Borrower or (viii) to the extent such Information (Y) becomes publicly available other than as a result of a breach of this Section or (Z) becomes available to the Administrative Agent, any Lender, any Issuing Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower or the other Loan Parties. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

11.9.2 Sharing Information With Affiliates of the Lenders. Each Loan Party acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to the Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and each of the Loan Parties hereby authorizes each Lender to share any information delivered to such Lender by such Loan Party and its Subsidiaries pursuant to this Agreement to any such Subsidiary or Affiliate subject to the provisions of Section 11.9.1 [General].

11.10 Counterparts; Integration; Effectiveness.

11.10.1 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof including any prior confidentiality agreements and commitments. Except as provided in Section 7 [Conditions Of Lending And Issuance Of Letters Of Credit], this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 CHOICE OF LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

11.11.1 Governing Law. This Agreement shall be deemed to be a contract under the Laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Each standby Letter of Credit issued under this Agreement shall be subject either to the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce (the "ICC") at the time of issuance ("UCP") or the rules of the International Standby Practices (ICC Publication Number 590) ("ISP98"), as determined by the Issuing Lenders, and each trade Letter of Credit shall be subject to UCP, and in each case to the extent not inconsistent therewith, the Laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

11.11.2 SUBMISSION TO JURISDICTION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN ALLEGHENY COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND ANY APPELLATE COURT FROM ANY THEREOF,

IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

11.11.3 WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 11.11. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

11.11.4 SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION]. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.11.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.12 USA Patriot Act Notice. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies Loan Parties that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of Loan Parties and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Loan Parties in accordance with the USA Patriot Act.

11.13 Joinder of Guarantors. Any Subsidiary of the Borrower which is required to join this Agreement as a Guarantor pursuant to Section 8.2.9 [Subsidiaries, Partnerships and Joint Ventures] shall execute and deliver to the Administrative Agent (i) a Guarantor Joinder in substantially the form attached hereto as Exhibit 1.1(G)(2) pursuant to which it shall join as a Guarantor each of the documents to which the Guarantors are parties; (ii) documents in the forms described in Section 7.1 [First Loans] modified as appropriate to relate to such Subsidiary; and (iii) documents necessary to grant and perfect Prior Security Interests to the Administrative Agent for the benefit of the Lenders in all Collateral held by such Subsidiary. The Loan Parties shall deliver such Guarantor Joinder and related documents to the Administrative Agent within five (5) Business Days after the date of the filing of such Subsidiary's articles of incorporation or constitution if the Subsidiary is a corporation, the date of the filing of its certificate of limited partnership if it is a limited partnership or the date of its organization if it is an entity other than a limited partnership or corporation.

11.14 Funding by Branch, Subsidiary or Affiliate.

11.14.1 Notional Funding. Each Lender shall have the right from time to time, without notice to the Borrower, to deem any branch, Subsidiary or Affiliate (which for the purposes of this Section 11.14 shall mean any corporation or association which is directly or indirectly controlled by or is under direct or indirect common control with any corporation or association which directly or indirectly controls such Lender) of such Lender to have made, maintained or funded any Loan to which the Euro-Rate Option applies at any time, provided that immediately following (on the assumption that a payment were then due from the Borrower to such other office), and as a result of such change, the Borrower would not be under any greater financial obligation pursuant to Section 2.12.4 [Additional Compensation in Certain Circumstances] than it would have been in the absence of such change. Notional funding offices may be selected by each Lender without regard to such Lender's actual methods of making, maintaining or funding the Loans or any sources of funding actually used by or available to such Lender.

11.14.2 Actual Funding. Each Lender shall have the right from time to time to make or maintain any Loan by arranging for a branch, Subsidiary or Affiliate of such Lender to make or maintain such Loan subject to the last sentence of this Section 11.14.2. If any Lender causes a branch, Subsidiary or Affiliate to make or maintain any part of the Loans hereunder, all terms and conditions of this Agreement shall, except where the context clearly requires otherwise, be applicable to such part of the Loans to the same extent as if such Loans were made or maintained by such Lender, but in no event shall any Lender's use of such a branch,

Subsidiary or Affiliate to make or maintain any part of the Loans hereunder cause such Lender or such branch, Subsidiary or Affiliate to incur any cost or expenses payable by the Borrower hereunder or require the Borrower to pay any other compensation to any Lender (including any expenses incurred or payable pursuant to Section 2.12.4 [Additional Compensation in Certain Circumstances]) which would otherwise not be incurred.

11.15 Amendment and Restatement, No Novation. This Agreement amends and restates in its entirety the Existing Credit Agreement, and the Borrower and the Guarantors confirm that: the Existing Credit Agreement, the other Loan Documents and the Collateral for the Obligations thereunder (as all such capitalized terms are defined in the Existing Credit Agreement) have at all times, since the date of the execution and delivery of such documents, remained in full force and effect and continued to secure such obligations which are continued as the Obligations hereunder as amended hereby. The Loans hereunder are a continuation of the Loans under (and as such term is defined in) the Existing Credit Agreement. The Borrower, the Guarantors, the Administrative Agent, and the Lenders acknowledge and agree that the amendment and restatement of the Existing Credit Agreement and any Loan Documents expressly amended by this Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, loans, liabilities, or indebtedness under the Existing Credit Agreement and other Loan Documents thereunder or the collateral security therefor, and this Agreement and the other Loan Documents are entitled to all rights and benefits originally pertaining to the Existing Credit Agreement and the other Loan Documents (as such term is defined therein).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

BORROWER:

KOPPERS INC.

By: /s/ Louann Tronsberg-Deihle

Name: Louann Tronsberg-Deihle

Title: Treasurer

GUARANTORS:

KOPPERS HOLDINGS INC.

By: /s/ Louann Tronsberg-Deihle

Name: Louann Tronsberg-Deihle

Title: Treasurer

KOPPERS WORLD-WIDE VENTURES CORPORATION

By: /s/ Louann Tronsberg-Deihle
Name: Louann Tronsberg-Deihle
Title: Vice President

KOPPERS DELAWARE, INC.

By: /s/ Louann Tronsberg-Deihle
Name: Louann Tronsberg-Deihle
Title: Treasurer

KOPPERS ASIA LLC

By: /s/ Louann Tronsberg-Deihle
Name: Louann Tronsberg-Deihle
Title: Treasurer

KOPPERS CONCRETE PRODUCTS, INC.

By: /s/ Louann Tronsberg-Deihle
Name: Louann Tronsberg-Deihle
Title: Treasurer

CONCRETE PARTNERS, INC.

By: /s/ Louann Tronsberg-Deihle
Name: Louann Tronsberg-Deihle
Title: Treasurer

KOPPERS VENTURES LLC

By: /s/ Louann Tronsberg-Deihle
Name: Louann Tronsberg-Deihle
Title: Treasurer

PNC BANK, NATIONAL ASSOCIATION, individually and
as Administrative Agent

By: /s/ Tracy J. DeCock

Name: Tracy J. DeCock

Title: Senior Vice President

CITIZENS BANK OF PENNSYLVANIA, individually and as
Syndication Agent

By: /s/ Philip R. Medsger

Name: Philip R. Medsger

Title: Senior Vice President

BANK OF AMERICA, N.A.,
individually and as Documentation Agent

By: /s/ Joseph Flynn
Name: Joseph Flynn
Title: Senior Vice President

WELLS FARGO BANK, N.A., individually and as
Syndication Agent

By: /s/ J. Barrett Donovan

Name: J. Barrett Donovan

Title: Senior Vice President

FIRST COMMONWEALTH BANK, individually and as
Syndication Agent

By: /s/ C. Forrest Tefft
Name: C. Forrest Tefft
Title: Executive Vice President

FIFTH THIRD BANK

By: /s/ Rachel Bonomo
Name: Rachel Bonomo
Title: Officer

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ Adrienne Young
Name: Adrienne Young
Title: Vice-President

FIRST NATIONAL BANK OF PENNSYLVANIA

By: /s/ Dennis F. Lennon
Name: Dennis F. Lennon
Title: Vice President

THE HUNTINGTON NATIONAL BANK

By: /s/ W. Christopher Kohler

Name: W. Christopher Kohler

Title: Senior Vice President

TRISTATE CAPITAL BANK

By: /s/ Paul J. Oris
Name: Paul J. Oris
Title: Senior Vice President

SCHEDULE 1.1(A)

PRICING GRID—

**VARIABLE PRICING AND LETTER OF CREDIT
FEES BASED ON LEVERAGE RATIO**

<u>Level</u>	<u>Leverage Ratio</u>	<u>Letter of Credit Fee</u>	<u>Revolving Credit Base Rate Spread</u>	<u>Revolving Credit Euro-Rate Spread</u>
I	Less than or equal to 2.25 to 1.00	1.75%	0.75%	1.75%
II	Greater than 2.25 to 1.00 but less than or equal to 2.75 to 1.00	2.00%	1.00%	2.00%
III	Greater than 2.75 to 1.00	2.25%	1.25%	2.25%

For purposes of determining the Applicable Margin and the Applicable Letter of Credit Fee Rate:

(a) The Applicable Margin and the Applicable Letter of Credit Fee Rate shall be determined on the Closing Date based on the Leverage Ratio computed as of December 31, 2012 pursuant to a Compliance Certificate to be delivered on the Closing Date.

(b) The Applicable Margin and the Applicable Letter of Credit Fee Rate shall be recomputed as of the end of each fiscal quarter ending after the Closing Date based on the Leverage Ratio as of such quarter end. Any increase or decrease in the Applicable Margin or the Applicable Letter of Credit Fee Rate computed as of a quarter end shall be effective on the date on which the Compliance Certificate evidencing such computation is due to be delivered under Section 8.3.3 [Certificate of Borrower], except that any changes in pricing levels relating to outstanding Borrowing Tranches of Optional Currency Loans shall be effective upon the expiration of the current Interest Period with respect to such Borrowing Tranches. If a Compliance Certificate is not delivered when due in accordance with such Section 8.3.3, then the rates in Level III shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered.

(c) If, as a result of any restatement of or other adjustment to the financial statements of the Borrower or for any other reason, the Borrower or the Lenders determine that (i) the Leverage Ratio as calculated by the Borrower as of any applicable date was inaccurate and (ii) a proper calculation of the Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to

the Borrower under the Bankruptcy Code of the United States, automatically and without further action by the Administrative Agent, any Lender or any Issuing Lender), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This paragraph shall not limit the rights of the Administrative Agent, any Lender or any Issuing Lender, as the case may be, under Section 2.9 [Letter of Credit Subfacility] or Section 4.3 [Interest After Default] or Section 9 [Default]. The Borrower's obligations under this paragraph shall survive the termination of the Commitments and the repayment of all other Obligations hereunder.

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Part 1 - Commitments of Lenders and Addresses for Notices to Lenders

<u>Lender</u>	<u>Amount of Commitment for Revolving Credit Loans</u>	<u>Commitment</u>	<u>Ratable Share</u>
Name: PNC Bank, National Association Address: One PNC Plaza 249 Fifth Avenue Pittsburgh, Pennsylvania 15222 Attention: Tracy J. DeCock, Vice President tracy.decock@pnc.com Telephone: (412) 762-4718 Telecopy: (412) 762-6484 with a copy to: Name: PNC Agency Services Address: PNC Bank, National Association PNC Firstside Center 500 First Avenue Pittsburgh, Pennsylvania 15219 Attention: Rini Davis Telephone: (412) 762-7638 Telecopy: (412) 762-8672	\$55,000,000.00	\$55,000,000.00	18.333333333%
Name: Citizens Bank of Pennsylvania Address: 525 William Penn Place – 153-2910 Pittsburgh, Pennsylvania 15219-1729 Attention: Philip R. Medsger, Senior Vice President philip.r.medsger@rbscitizens.com Telephone: (412) 867-2384 Telecopy: (412) 552-6306	\$45,000,000.00	\$45,000,000.00	15.000000000%
Name: Bank of America, N.A. Address: Four Penn Center, Suite 1100, 1600 JFK Blvd. Philadelphia, PA 19103 Attention: Joseph E. Flynn, Senior Vice President Joseph.flynn@baml.com Telephone: (267) 675-0214 Telecopy: (212) 909-8551	\$40,000,000.00	\$40,000,000.00	13.333333333%

<u>Lender</u>	<u>Amount of Commitment for Revolving Credit Loans</u>	<u>Commitment</u>	<u>Ratable Share</u>
Name: Wells Fargo Bank, N.A. Address: 444 Liberty Avenue, Suite 1400 Pittsburgh, PA 15222 Attention: J. Barrett Donovan, Vice President b.donovan@wellsfargo.com Telephone: (412) 454-4603 Telecopy: (412) 454-4609	\$40,000,000.00	\$40,000,000.00	13.3333333333%
Name: Fifth Third Bank Address: Gulf Tower - 21st Floor 707 Grant Street Pittsburgh, Pennsylvania 15219 Attention: Jim Janovsky, Vice President Telephone: (412) 291-5457 Telecopy: (412) 291-5477	\$30,000,000.00	\$30,000,000.00	10.0000000000%
Name: First Commonwealth Bank Address: Frick Building - Suite 1600 437 Grant Street Pittsburgh, Pennsylvania 15219 Attention: C. Forrest Tefft, Senior Vice President cftefft@fcbanking.com Telephone: (412) 690-2202 Telecopy: (412) 690-2206	\$30,000,000.00	\$30,000,000.00	10.0000000000%
Name: The Bank of Tokyo-Mitsubishi UFJ, Ltd. Address: 1251 Avenue of the Americas New York, New York 10020-1104 Attention: Stephen Hall shall@us.mufg.jp Telephone: (212) 782-4394 Telecopy: (212) 782-6445	\$20,000,000.00	\$20,000,000.00	6.666666667%
Name: First National Bank of Pennsylvania Address: One North Shore, 12 Federal St, Ste 500 Pittsburgh, Pennsylvania 15212 Attention: Dennis F. Lennon, Vice President lennon@fnb-corp.com Telephone: (412) 395-2042 Telecopy: (412) 231-3584	\$20,000,000.00	\$20,000,000.00	6.666666667%
Name: The Huntington National Bank Address: 41 South High Street (HC 0735) Columbus, Ohio 43215 Attention: Chad A. Lowe chad.lowe@huntington.com Telephone: (614) 480-5810 Telecopy: (877) 274-8593	\$10,000,000.00	\$10,000,000.00	3.3333333333%

<u>Lender</u>		<u>Amount of Commitment for Revolving Credit Loans</u>	<u>Commitment</u>	<u>Ratable Share</u>
Name:	TriState Capital Bank	\$ 10,000,000.00	\$ 10,000,000.00	3.333333333%
Address:	One Oxford Centre - Suite 2700 Pittsburgh, Pennsylvania 15219			
Attention:	Paul J. Oris, Senior Vice President poris@tscbank.com			
Telephone:	(412) 304-0344			
Telecopy:	(412) 304-0391			
TOTAL		\$300,000,000.00	\$300,000,000.00	100.000000000%

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Part 2 - Addresses for Notices to Borrower and Guarantors:

ADMINISTRATIVE AGENT

Name: PNC Bank, National Association
Address: One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Tracy J. DeCock, Vice President
tracy.decock@pnc.com
Telephone: (412) 762-4718
Telecopy: (412) 762-6484

with a copy to:

Name: PNC Agency Services
Address: PNC Bank, National Association
PNC Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Rini Davis
Telephone: (412) 762-7638
Telecopy: (412) 762-8672

BORROWER:

Name: Koppers Inc.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: Louann E. Tronsberg-Deihle
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

GUARANTORS:

Name: [Name]
c/o Koppers Inc.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: Louann E. Tronsberg-Deihle
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

EXCLUDED SUBSIDIARIES

Koppers Mauritius

Koppers (Beijing) Chemical Co Ltd (China)

Koppers (China) Carbon & Chemical Co Ltd (China)

Tangshan Koppers Kailuan Carbon Chemical Co., Ltd (China)

Koppers India Carbon Materials and Chemicals Pte Ltd (China)

Koppers (Tianjin) Trading Co. Ltd (China)

Koppers (Jiangsu) Carbon Chemical Co. Ltd (China)

SCHEDULE 1.1(L)

LANDLORD'S WAIVERS - LOCATIONS

<u>Facility</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>Country</u>	<u>Street Address</u>
Portec	Huntington		WV	USA	900 Ninth Avenue West Huntington, West Virginia 25701
Galesburg	Galesburg	Knox	IL	USA	Route 41 South, Galesburg, IL 61401
Portland	Portland	Multnomah	OR	USA	7540 NW Saint Helens Road, Portland, OR 97210-3663

Schedule 1.1(P)

PERMITTED LIENS

Hardware lease for Dell under which, as of March, 2013, the total amount of indebtedness on the Borrower's balance sheet is \$19,377.30, of which approximately \$19,377.30 is a current liability.

Schedule 2.9.1

LETTERS OF CREDIT

OUTSTANDING LETTER OF CREDIT ISSUED BY PNC BANK, NATIONAL ASSOCIATION

OUTSTANDING LETTERS OF CREDIT

As Of 2/28/2013

LC #	Beneficiary	Issue Date	Expire Date	Oustanding Amount as of March 27, 2013
18116119-00-000	National Union Fire Insurance Company	11/07/11	11/01/13	\$ 4,883,658.00
18100260	South Carolina Department of Insurance	07/28/04	11/01/13	\$ 2,250,000.00
257454	National Union Fire Insurance Company	05/12/03	11/01/13	\$ 1,948,364.00
TOTAL US STANDBY and DOCUMENTARY LETTERS OF CREDIT				\$ 9,082,022.00

SCHEDULE 6.1.1

QUALIFICATIONS TO DO BUSINESS

	Jurisdiction of Incorporation/Organization	Certain Jurisdictions in which Qualified to do Business as Foreign Corporation
Koppers Inc.	Pennsylvania	Alabama, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New York (as Koppers Industries, Inc.), North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, Wisconsin
Koppers World-Wide Ventures Corporation	Delaware	None
Koppers Delaware, Inc.	Delaware	None
Koppers Assurance, Inc.	South Carolina	None
Koppers Asia LLC	Delaware	None
Koppers Holdings Inc.	Pennsylvania	None
Koppers Ventures LLC	Delaware	None
Koppers Concrete Products, Inc.	Delaware	Ohio
Concrete Partners, Inc.	Delaware	None
Koppers Australia Holding Company Pty Ltd	Australia (Victoria)	None
Koppers Australia Pty Limited	Australia (NSW)	None
Koppers Wood Products Pty. Ltd.	Australia (NWS)	Philippines
Koppers Carbon Materials & Chemicals Pty Ltd.	Australia (NSW)	None
Continental Carbon Australia Pty Ltd.	Australia (NSW)	None
Koppers Shipping Pty Ltd.	Australia (NSW)	None
Koppers Europe ApS	Denmark	None
Koppers Europe ApS	Denmark	None
Koppers Tar Tech International ApS (formerly	Denmark	None
Koppers Trading Denmark A/S)		
Koppers European Holdings ApS	Denmark	None
Koppers Poland Sp. z.o.o	Poland (limited liability company)	None
Koppers UK Holding Ltd.	English Limited Corporation	None
Koppers UK Limited	English Limited Corporation	None
Koppers UK Transport Limited	English Limited Corporation	None
Koppers Specialty Chemicals Limited	English Limited Corporation	None
Koppers Luxembourg Sarl	Luxembourg	None
¹ Koppers (Beijing) Chemical Co. Ltd.	PRC (limited liability company)	None

	Jurisdiction of Incorporation/Organization	Certain Jurisdictions in which Qualified to do Business as Foreign Corporation
² Koppers (China) Carbon & Chemical Co. Ltd.	PRC (limited liability company)	None
² Koppers (Jiangsu) Carbon Chemical Company Limited	PRC (limited liability company)	None
Koppers (Tianjin) Trading Co. Ltd.	PRC (limited liability company)	None
² Tangahan Koppers Kailuan Carbon Chemical Co. Ltd.	PRC (limited liability company)	None
Koppers India Carbon Materials and Chemicals Private Limited	India (private limited company)	None
Koppers Mauritius	Mauritius (Corporation)	None
Koppers International B.V.	The Netherlands (private limited liability company)	None
Koppers Netherlands B.V.	The Netherlands (private limited liability company)	None
Koppers World-Wide Holdings C.V.	The Netherlands (Limited Partnership)	None
Tankrederij J.A. van Seumeren B.V.	The Netherlands (private limited liability company)	None

1 In process of being dissolved

2 Joint Venture

SCHEDULE 6.1.3

SUBSIDIARIES¹

<u>Subsidiary Name</u>	<u>Jurisdiction of Incorporation/ Organization</u>	<u>Authorized Capital Stock</u>	<u>Issued and Outstanding Shares of Capital Stock</u>	<u>Holder of Issued and Outstanding Shares of Capital Stock</u>
Borrower's United States Subsidiaries:				
Concrete Partners, Inc.	Delaware Corporation	1,000 shares of common stock are currently authorized.	1,000 shares of common stock are currently issued.	Koppers Inc. owns 100% of the common stock of Concrete Partners, Inc.
Koppers Asia LLC	Delaware limited liability company	None	None	Koppers Inc. owns 100% of the membership interest in Koppers Asia LLC
Koppers Assurance, Inc.	South Carolina corporation	100,000 shares of common stock are currently authorized.	50,000 shares of common stock are currently issued.	Koppers Inc. owns 100% of the common stock of Koppers Assurance, Inc.
Koppers Concrete Products, Inc.	Delaware corporation	1,000 shares of common stock are currently authorized.	1,000 shares of common stock are currently issued.	Koppers Inc. owns 100% of the common stock of Koppers Concrete Products, Inc.
Koppers Delaware, Inc.	Delaware corporation	1,000 shares of common stock are currently authorized.	1,000 shares of common stock are currently issued.	Koppers Inc. owns 100% of the common stock of Koppers Delaware, Inc.
Koppers Ventures LLC	Delaware limited liability company	None	None	Koppers World-Wide Ventures Corporation owns 100% of the membership interest in Koppers Ventures LLC
Koppers World-Wide Ventures Corporation	Delaware corporation	1,000 shares of common stock are currently authorized.	1,000 shares of common stock are currently issued.	Koppers Inc. owns 100% of the common stock of Koppers World-Wide Ventures Corporation
Borrower's Australian Subsidiaries:				
Koppers Australia Holding Company Pty Ltd.	Australian corporation (Victoria)	12 Ordinary Shares	12 Ordinary Shares \$1 each fully paid	Koppers World-Wide Ventures Corporation owns 100% of the common stock of Koppers Australia Holding Co. Pty Ltd.

¹ There are no options, warrants or other rights outstanding to purchase any of the Subsidiary Shares set forth on this Schedule 6.1.3.

<u>Subsidiary Name</u>	<u>Jurisdiction of Incorporation/ Organization</u>	<u>Authorized Capital Stock</u>	<u>Issued and Outstanding Shares of Capital Stock</u>	<u> Holders of Issued and Outstanding Shares of Capital Stock</u>
Koppers Australia Pty Ltd.	Australian corporation (NSW)		12,375,000 of ordinary shares of common stock are currently issued and 2,183,824 non-voting C shares	Koppers Australia Holding Company Pty Ltd. currently owns 100% of the ordinary shares of common stock of Koppers Australia Pty. And 100% of non-voting C shares. Koppers World-Wide Ventures Corporation owns 100% of the non - voting "C" shares of common stock of Koppers Australia Pty. Limited.
Koppers Wood Products Pty Ltd.	Australian corporation (NSW)		3,500,000 shares of nominal common stock are currently issued.	Koppers Australia Pty. Limited currently owns 100% of the shares of nominal common stock of Koppers Wood Products Pty Ltd. currently issued.
Koppers Carbon Materials & Chemicals Pty Ltd.	Australian corporation (NSW)		2,000,000 shares of nominal common stock are currently issued.	Koppers Australia Pty. Limited currently owns 100% of the shares of nominal common stock of Koppers Carbon Materials & Chemicals Pty Ltd.
Continental Carbon Australia Pty Ltd.	Australian corporation (NSW)		8,000,000 shares of nominal common stock are currently issued.	Koppers Australia Pty Limited currently owns 100% of the shares of nominal common stock of Continental Carbon Australia Pty Ltd.
Koppers Shipping Pty Ltd.	Australian corporation (NSW)		2 shares of nominal common stock are currently issued.	Koppers Australia Pty Limited currently owns 100% of the shares of nominal common stock of Koppers Shipping Pty Ltd. currently issued.

<u>Subsidiary Name</u>	<u>Jurisdiction of Incorporation/ Organization</u>	<u>Authorized Capital Stock</u>	<u>Issued and Outstanding Shares of Capital Stock</u>	<u> Holders of Issued and Outstanding Shares of Capital Stock</u>
Borrower's European Subsidiaries				
Koppers Europe ApS	Danish corporation	DKK 8,375,000 shares of registered capital stock are currently authorized.	DKK 8,375,000 shares of registered capital stock are currently issued.	Koppers International B.V. Corporation currently owns 100% of the issued shares of registered capital stock of Koppers Europe ApS.
Koppers Denmark ApS	Danish corporation	DKK 70,000,000 shares of registered capital stock are currently authorized.	DKK 70,000,000 shares of registered capital stock are currently issued.	Koppers Europe ApS currently owns 100% of the issued shares of registered capital stock of Koppers Denmark ApS.
Koppers Tar Tech International ApS (formerly Koppers Trading Denmark A/S	Danish corporation	DKK 70,000,000 shares of registered capital stock are currently authorized.	DKK 70,000,000 shares of registered capital stock are currently issued.	Koppers Denmark ApS currently owns 100% of the issued shares of registered capital stock of Koppers Tar Tech International ApS.
Koppers European Holdings ApS	Danish corporation	DKK 500,000 shares of registered capital stock are currently authorized.	DKK 500,000 shares of registered capital stock are currently issued.	Koppers Denmark ApS owns 100% of the issued shares of registered capital stock of Koppers European Holdings ApS.
Koppers Poland Sp. z.o.o.	Polish corporation (limited liability company)	PLN 1.700.000 (3,400 shares @ PLN 500 each) are currently authorized.	3,400 shares are currently issued.	Koppers European Holdings ApS currently owns 100% of the issued capital stock of Koppers Poland Sp. z.o.o.
Koppers UK Holding Ltd.	English limited corporation	3,900,000 shares of registered capital stock are currently authorized.	3,900,000 shares of registered capital stock are currently issued.	Koppers European Holdings ApS currently owns 100% of the issued capital stock of Koppers UK Holding Ltd.
Koppers UK Limited	English limited corporation	3,000,000 shares of registered capital stock are currently authorized.	1,560,000 shares of registered stock are currently issued.	Koppers UK Holding Limited currently owns 100% of the issued capital stock of Koppers UK Limited.

<u>Subsidiary Name</u>	<u>Jurisdiction of Incorporation/ Organization</u>	<u>Authorized Capital Stock</u>	<u>Issued and Outstanding Shares of Capital Stock</u>	<u> Holders of Issued and Outstanding Shares of Capital Stock</u>
Koppers UK Transport Limited	English limited corporation	20,000 shares of registered capital stock are currently authorized.	16,150 shares of registered capital stock are currently issued.	Koppers UK Limited currently owns 100% of the issued capital stock of Koppers UK Transport Limited
Koppers Specialty Chemicals Limited	English limited corporation	100,000 ordinary shares of registered capital stock are currently authorized at £1.	1 ordinary share of registered capital stock is currently issued.	Koppers UK Limited currently owns 100% of the issued capital stock of Koppers Specialty Chemicals Limited.
Koppers Luxembourg Sarl	Limited Liability Company Grand Duchy of Luxembourg	USD\$19,950 registered capital	399 shares of registered capital stock at USD\$50 each are currently issued.	Koppers International B.V. currently owns 100% of the issued capital stock of Koppers Luxembourg Sarl.
Koppers International B.V.	The Netherlands – private limited liability company		18,000 shares are issued with a nominal value of EUR 1 per share	Koppers World-Wide Holdings C.V. owns 100% of the shares of Koppers International B.V.
Koppers Netherlands B.V.	The Netherlands – private limited liability company	EUR 6.750.000,00 divided into 15,000 shares with a par value of EUR 450 each are authorized.	EUR 3.150.000,00 divided into 7,000 shares with a par value of EUR 450 each are issued.	Koppers International B.V. owns 100% of the shares of Koppers Netherlands B.V.
Koppers World-Wide Holdings C.V.	The Netherlands – limited partnership	Koppers Ventures LLC- EUR 300 Koppers World-Wide Ventures Corporation EUR 29,700		Koppers Ventures LLC owns 1% of the shares and Koppers World-Wide Ventures Corporation owns 99% of the shares of Koppers World-Wide Holdings C.V.
Tankrederij J.A. van Seumeren B.V.	The Netherlands – private limited liability company	NLG 75,000 (Dutch guilders) divided into 75 shares of NLG at 1,000 each are authorized.	NLG 15,000 shares are issued.	Koppers Netherlands B.V. owns 100% of the shares of Tankrederij J.A. van Seumeren B.V.
KSA Limited Partnership	Ohio – limited partnership	Koppers Concrete Products, Inc. \$10,000 Property Value Contribution Concrete Partners, Inc \$490,000 Property Value Contribution Sherman \$500,000 Cash		Concrete Partners, Inc. – 49% Sherman Industries 48% Koppers Concrete Products, Inc 1% Sherman –Abetong, Inc 2%

SCHEDULE 6.1.7
LITIGATION

1. *Coal Tar Pitch Cases.*

Koppers Inc. (the "Company"), along with other defendants, is currently a defendant in lawsuits filed in three states in which the plaintiffs claim they suffered a variety of illnesses (including cancer) as a result of exposure to coal tar pitch sold by the defendants. There are approximately 136 plaintiffs in 75 cases pending as of December 31, 2012 as compared to 131 plaintiffs in 73 cases at December 31, 2011. As of December 31, 2012, there are a total of 70 cases pending in state court in Pennsylvania, four in Arkansas, and one case pending in state court in Tennessee.

The plaintiffs in all 75 pending cases seek to recover compensatory damages, while plaintiffs in 67 cases also seek to recover punitive damages. The plaintiffs in the 70 cases filed in Pennsylvania state court seek unspecified damages in excess of the court's minimum jurisdictional limit. The plaintiffs in the Arkansas state court cases each seek compensatory damages in excess of \$50,000 in addition to punitive damages. The plaintiffs in the Tennessee state court case each seek damages of \$15.0 million. The other defendants in these lawsuits vary from case to case and include companies such as Beazer East, Inc., United States Steel Corporation, Honeywell International Inc., Vertellus Specialties Inc., Dow Chemical Company, UCAR Carbon Company, Inc., Exxon Mobil Corporation, SGL Carbon Corporation, Alcoa, Inc., and PPG Industries, Inc. Discovery is proceeding in these cases. No trial dates have been set in any of these cases.

The Company has not provided a reserve for these lawsuits because, at this time, the Company cannot reasonably determine the probability of a loss, and the amount of loss, if any, cannot be reasonably estimated. The timing of resolution of these cases cannot be reasonably determined. Although the Company is vigorously defending these cases, an unfavorable resolution of these matters may have a material adverse effect on the Company's business, financial condition, cash flows and results of operations.

2. *Gainesville.*

The Company operated a utility pole treatment plant in Gainesville from December 29, 1988 until its closure in 2009. The property upon which the utility pole treatment plant was located was sold by the Company to Beazer East, Inc. in 2010.

In November 2010, a class action complaint was filed in the Circuit Court of the Eighth Judicial Circuit located in Alachua County, Florida by residential real property owners located in a neighborhood west of and immediately adjacent to the former utility pole treatment plant in Gainesville. The complaint named Koppers Holdings Inc., the Company, Beazer East and several other parties as defendants. The complaint alleges that chemicals and dust from the plant have contaminated and impacted plaintiffs' properties by reducing the fair market value and the exposure to the "contaminants" has left them at risk for the development of future injuries. The complaint seeks injunctive relief and compensatory damages for diminution in property values and for plaintiffs' loss of use and enjoyment of the properties and the establishment of a fund for medical monitoring and punitive damages.

The case was removed to the United States District Court for the Northern District of Florida in December 2010. Koppers Holdings Inc. filed a motion to dismiss alleging that the Court lacks personal jurisdiction over it. The Court has not yet ruled on Koppers Holdings Inc.'s motion to dismiss. Discovery and all prior deadlines were stayed for nine months until January 2013 while the parties explored settlement possibilities. The stay was recently lifted and plaintiffs have filed an amended complaint which further expands the boundaries of the "class affected area," introduces arsenic and hexavalent chromium as additional "contaminants" of concern, adds multiple new defendants and injects additional causes of action into the case. The Court has not yet scheduled a class certification hearing or trial.

The Company has not provided a reserve for this matter because, at this time, it cannot reasonably determine the probability of a loss, and the amount of loss, if any, cannot be reasonably estimated. The timing of resolution of this case cannot be reasonably determined. Although the Company is vigorously defending this case, an unfavorable resolution of this matter may have a material adverse effect on the Company's business, financial condition, cash flows and results of operations.

OWNED AND LEASED REAL PROPERTY

The following real property is either owned or leased by the borrower

<u>Facility</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>Country</u>	<u>Owned/ Leased</u>	<u>Division</u>	<u>Type</u>	<u>Status</u>
Clairton	Clairton	Allegheny	PA	USA	O	CMC	PF	Operating
Denver	Denver	Denver	CO	USA	O	RUP	PF	Operating
Florence	Florence	Florence	SC	USA	O	RUP	PF	Operating
Follansbee	Follansbee	Brooke	WV	USA	O	CMC	PF	Operating
Galesburg	Galesburg	Knox	IL	USA	L	RUP	PF	Operating
Green Spring	Green Spring	Hampshire	WV	USA	O	RUP	PF	Operating
Grenada*	Tie Plant	Grenada	MS	USA	O	RUP	PF	Operating
Guthrie	Guthrie	Todd	KY	USA	O	RUP	PF	Operating
Harmarville	Harmarville	Allegheny	PA	USA	L	Admin	Office	Operating
Huntington	Huntington	WV	Joints	L	RUP	Huntington		Operating
North Little Rock	North Little Rock	Pulaski	AR	USA	O	RUP	PF	Operating
Pittsburgh	Pittsburgh	Allegheny	PA	USA	L	Admin	Office	Operating
Portland	Portland	Multnomah	OR	USA	L	CMC	PF	Operating
Portsmouth	Portsmouth	Scioto	OH	USA	O	RUP	TY/PY	Operating
Roanoke	Salem	Roanoke	VA	USA	O	RUP	PF	Operating
Somerville	Somerville	Burleson	TX	USA	O	RUP	PF	Operating
Stickney	Stickney	Cook	IL	USA	O	CMC	PF	Operating
Susquehanna	Susquehanna	Susquehanna	PA	USA	O	RUP	PF	Operating

CMC- Carbon Materials & Chemicals

RUP – Railroad Utility Products

Admin – offices

PF – Production Facility

TY/PY – Tie Yard / Pole Yard

* Closed Facility

<u>Facility</u>	<u>City</u>	<u>State</u>	<u>Owned / Leased</u>	<u>Division</u>	<u>Type of Yard</u>
Carey	Carey	Ohio	L	RUP	Main Distribution Yard
New Haven	New Haven	CT	L	RUP	Main Distribution Yard
Dubuque	Dubuque	IA	L	RUP	Main Distribution Yard
Oklahoma City	Oklahoma City	OK	L	RUP	Main Distribution Yard
Hagerstown	Hagerstown	MD	L	RUP	Main Distribution Yard
Topeka	Topeka	KS	L	RUP	Main Distribution Yard

Benton	Benton	KS	L	RUP	Main Distribution Yard
Green Bay	Green Bay	WI	L	RUP	Main Distribution Yard
Salem	Salem	NJ	L	RUP	Main Distribution Yard
Council Bluffs	Council Bluffs	IA	L	RUP	Main Distribution Yard
South Windham	South Windham	CT	L	RUP	Main Distribution Yard
Rochester Dist Yard	Rochester	NY	L	RUP	Main Distribution Yard
Poplar Bluff	Poplar Bluff	MO	L	RUP	Pole Procurement
Vivian	Vivian	LA	L	RUP	Pole Procurement
Lordstown	Lordstown	OH	L	RUP	Pole Procurement
Allendale	Allendale	SC	L	RUP	Pole Procurement
Morrison	Morrison	TN	L	RUP	Pole Procurement
Loogootee	Loogootee	IN	L	RUP	Pole Procurement
Fordyce	Fordyce	AR	L	RUP	Pole Procurement
Superior	Superior	WI	L	RUP	Pole Procurement
Corith	Corith	MS	L	RUP	Pole Procurement
Florence	Florence	AL	L	RUP	Pole Procurement
Florence	Florence	AL	L	RUP	Pole Procurement
Florence	Florence	AL	L	RUP	Pole Procurement
Portsmouth	Portsmouth	OR	L	RUP	Pole Procurement
Evergreen	Evergreen	SC	L	RUP	Pole Procurement
Loundnville	Loundnville	OH	L	RUP	Pole Procurement
Jackson	Jackson	TN	L	RUP	Pole Procurement
West Plains	West Plains	MO	L	RUP	Pole Procurement
Paducah	Paducah	KY	L	RUP	Pole Procurement

Orange	Orange	VA	L	RUP	Pole Procurement
Fulton	Fulton		L	RUP	Pole Procurement
Sedalia	Sedalia	MO	L	RUP	Pole Procurement
Mitchell	Mitchell	IN	L	RUP	Pole Procurement
Dillwyn	Dillwyn	VA	L	RUP	Pole Procurement
Crewe	Crewe	VA	L	RUP	Pole Procurement
Paintsville	Paintsville	KY	L	RUP	Pole Procurement
Beaver Dam	Beaver Dam	KY	L	RUP	Pole Procurement
South Alabama	South Alabama	AL	L	RUP	Pole Procurement
Smarr	Smarr	GA	L	RUP	Pole Procurement
Dallas	Dallas	TX	L	RUP	Pole Procurement
Sedalia	Sedalia	MO	L	RUP	Tie Producer
Calico Rock	Calico Rock	AR	L	RUP	Tie Producer
Piedmont	Piedmont	MO	L	RUP	Tie Producer
Willow Springs	Willow Springs	MO	L	RUP	Tie Producer
Mena	Mena	AR	L	RUP	Tie Producer
Waverly	Waverly	TN	L	RUP	Tie Producer
Ozark	Ozark	MO	L	RUP	Tie Producer
Jesper	Jesper	AR	L	RUP	Tie Producer
Harrison	Harrison	AR	L	RUP	Tie Producer

Australian Subsidiaries

<u>Facility</u>	<u>City</u>	<u>State</u>	<u>Country</u>	<u>Owned/ Leased</u>	<u>Division</u>
Brisbane	Brisbane	Queensland Western	AU	Leased Owned /	Wood
Bunbury	Bunbury	Australia New South	AU	Leased	Wood
Grafton	Grafton	Wales	AU	Owned	Wood
Longford	Longford	Tasmania	AU	Owned	Wood
Mayfield	Mayfield, New Castle	New South Wales	AU	Owned	CMC
Port of Portland	Port of Portland	Victoria	AU	Leased	CMC
Takura	Takura	Queensland New South	AU	Leased	Wood
Thorton	Thorton	Wales New South	AU	Owned	Wood
Sydney	Sydney	Wales	AU	Leased	Wood
Manilla	Manilla	Philippines	Philippines	Leased	Wood

European Subsidiaries

Stettin	Stettin	Poland	Poland	Leased	CMC
Scunthorpe	Scunthorpe	England	UK	Owned	CMC
Port Clarence	Port Clarence	England	UK	Owned / Owned /	CMC
Nyborg	Nyborg	Nyborg	Denmark The	Leased	CMC
Uithoorn	Uithoorn	Uithoorn	Netherlands	Leased	CMC

CONSENTS AND APPROVAL

None

SCHEDULE 6.1.15

PATENTS, TRADEMARKS, COPYRIGHTS, LICENSES, ETC.

Patents:

The report (Patent Property Report) which is attached to this Schedule is incorporated by reference into this Schedule 6.1.15.

Trademarks:

The report (Trademark Property Report) which is attached to this Schedule is incorporated by reference into this Schedule 6.1.15.

Copyrights:

None

Tradenames and Common Law Marks:²

CARBOMOD

KFOAM

KOPPERS

KOPPERS (IN CHINESE)

KOPPERS (IN CHINESE-IN INTAGLIO)

KOPPERS (STYLIZED)

KOPPERS (STYLIZED-IN INTAGLIO)

KOPPERS AND DESIGN

KOPPERS AND DESIGN (FULL CIRCLE)

KOPPERS AND DESIGN (OCTAGONAL)

KOPPERS AND DESIGN (SEMI-CIRCULAR)

NORSIP

TAR-GLAS – abandoned

ONYX

ORGOL

Licenses:

1. The Borrower and/or its Subsidiaries hold various software and/or technology licenses for the use of software and/or technology at locations around the world.
 2. The Borrower and/or its Subsidiaries hold various environmental, health and safety licenses issued by local, state, federal or other regulatory authorities related to the operation of their facilities.
 3. The Borrower and/or its Subsidiaries hold various licenses related to the operation of certain equipment at locations around the world.
-
2. To the extent registered or pending registration, recorded owners of such tradenames are set forth on the Trademark Property Report attached to this Schedule.

Search Criteria

Client 280714

Status ACTIVE

Display Options

Goods All

Images All

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
CARBOMOD							
EUROPEAN UNION (C	12-126-CT	10/6/2003	3393741	4/19/2005	3393741	REGISTERED	01, 04, 19

CLASS	DESCRIPTION
01	EVT (EQUI-VISCOUS TEMPERATURES) TAR, PHTHALIC ANHYDRIDE
04	BENZENE, CRUDE BENZOLE, BASE OILS, CARBOLIC OIL, BENZOLE ABSORBING OIL, COAL TAR OIL MIXTURES

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	19	ALUMINUM PITCH SOLIDS, ALUMINUM PITCH LIQUIDS, LIQUID PITCHES, PENCIL PITCH, SPECIAL PITCHES, ANTHRACENE PASTE					

KFOAM

UNITED STATES	05-214-US	9/13/2005	78/711,858	10/16/2007	3,313,879	REGISTERED	17
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	17	CARBON, GRAPHITE AND COMPOSITE FOAM MATERIALS USED FOR HEAT TRANSFER AND THERMAL MANAGEMENT APPLICATIONS					

KOPPERS (IN CHINESE)

CHINA	02-131-CN-1	8/27/1998	9800098184	1/14/2000	1352569	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	CHEMICALS USED IN INDUSTRY (INCLUDES CARBON BLACK FEEDSTOCK AND NAPHTHALENE); CHEMICALS USED IN AGRICULTURE (EXCLUDING PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES); CHEMICALS USED IN HORTICULTURE (EXCLUDING PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES); CHEMICALS USED IN FORESTRY (EXCLUDING PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES)					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
CHINA	02-131-CN-2	8/27/1998	9800098148	2/28/2000	1368007	REGISTERED	02
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	DYESTUFFS; PAINT; WOOD PRESERVING AGENTS (INCLUDES CREOSOTE); COLOURING AGENTS					
CHINA	02-131-CN-3	8/27/1998	9800098149	1/28/2000	1358056	REGISTERED	04
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	04	FUELS; DUST LAYING COMPOSITIONS					
CHINA	02-131-CN-5	10/16/1998	9800116941	1/28/2000	1358307	REGISTERED	05
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	05	PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES					
CHINA	02-131-CN-6	11/9/1998	9800126487	3/28/2000	1378347	REGISTERED	19

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	TREATED WOODEN FRAMES; TREATED WOODEN DECKING; TREATED CONSTRUCTION TIMBER; TREATED WOODEN TELEGRAPH POLES; TREATED TIMBER FOR BRIDGES; TREATED WOODEN FOUNDATION PILING; TREATED WOODEN MARINE PILING; BINDING MATERIALS FOR ROAD REPAIR; ROAD COATING MATERIALS; SEMI-WORKED WOOD (INCLUDES PITCH)					
CHINA	02-131-CN-7	8/27/1998	9800098148	2/28/2000	1367822	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	NON-METALLIC BUILDING MATERIALS; ASPHALT; TAR; PORTABLE NON-METALLIC BUILDING STRUCTURES (INCLUDES PITCH)					
CHINA	02-131-CN-9	8/27/1998	9800098154	1/28/2000	1359827	REGISTERED	39
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	39	TRANSPORT, STORAGE					
CHINA	02-131-CN-10	8/27/1998	9800098155	1/21/2000	1357381	REGISTERED	42

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	42	ENGINEERING, NON-TRADE PROFESSIONAL CONSULTING					
CHINA	02-131-CN-4	8/27/1998	9800098150	12/21/1999	1345845	REGISTERED	05
	CLASS	DESCRIPTION					
	05	PHARMACEUTICALS; DISINFECTANTS					

KOPPERS (IN CHINESE-IN INTAGLIO)

CHINA	02-132-CN-4	8/27/1998	9800098178	12/21/1999	1345844	REGISTERED	05
	CLASS	DESCRIPTION					
	05	PHARMACEUTICALS; DISINFECTANTS					

KOPPERS (STYLIZED)

CHINA	02-123-CN-9	8/27/1998	980098163	1/28/2000	1359825	REGISTERED	39
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COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	39	TRANSPORT, STORAGE					
CHINA	02-123-CN-7	11/9/1998	9800126488	3/28/2000	1378208	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	TREATED WOODEN FRAMES; TREATED WOODEN DECKING; TREATED CONSTRUCTION TIMBER; TREATED WOODEN TELEGRAPH POLES, TREATED TIMBER FOR BRIDGES; TREATED WOODEN FOUNDATION PILING; TREATED WOODEN MARINE PILING; BINDING MATERIALS FOR ROAD REPAIR; ROAD COATING MATERIALS; SEMI-WORKED WOOD (INCLUDES PITCH)					
CHINA	02-123-CN-1	8/27/1998	980098156	1/14/2000	1352578	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	CHEMICALS USED IN INDUSTRY (INCLUDES CARBON BLACK FEEDSTOCK AND NAPHTHALENE); CHEMICALS USED IN AGRICULTURE (EXCLUDING PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES); CHEMICALS USED IN HORTICULTURE (EXCLUDING PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES); CHEMICALS USED IN FORESTRY (EXCLUDING PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES)					
CHINA	02-123-CN-5	10/16/1998	9800116940	1/28/2000	1358309	REGISTERED	05

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	05	CLASS	DESCRIPTION				
			PESTICIDES, FUNGICIDES, HERBICIDES, INSECTICIDES, GERMICIDES, PARASITICIDES				
CHINA	02-123-CN-6	8/27/1998	9800098157	2/28/2000	1367801	REGISTERED	19
	19	CLASS	DESCRIPTION				
			NON-METALLIC BUILDING MATERIALS; ASPHALT; TAR; PORTABLE NON-METALLIC BUILDING STRUCTURES (INCLUDES PITCH)				
CHINA	02-123-CN-4	8/27/1998	9800098159	12/21/1999	1345804	REGISTERED	05
	05	CLASS	DESCRIPTION				
			PHARMACEUTICALS; DISINFECTANTS				
CHINA	02-123-CN-3	8/27/1998	9800098158	1/28/2000	1358054	REGISTERED	04

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	04	FUELS; DUST LAYING COMPOSITIONS					
CHINA	02-123-CN-2	8/27/1998	9800098157	2/28/2000	1368006	REGISTERED	02
	CLASS	DESCRIPTION					
	02	DYESTUFFS; PAINT; WOOD PRESERVING AGENTS (INCLUDES CREOSOTE); COLOURING					
JAPAN	02-123-JP	6/7/1984	597381984	9/30/1993	2576356	REGISTERED	01, 02, 19
	CLASS	DESCRIPTION					
	01	CHEMICALS AND MEDICINES					
	02	PAINTS, VARNISHES, LACQUERS, PRESERVATIVES AGAINST RUST AND AGAINST DETERIORATION OF WOOD; COLOURANTS; MORDANTS; RAW NATURAL RESINS; METALS IN FOIL AND POWDER FORM FOR PAINTERS, DECORATORS, PRINTERS AND ARTISTS					
	19	BUILDING MATERIALS (NONMETALLIC); NONMETALLIC RIGID PIPES FOR BUILDING, ASPHALT, PITCH AND BITUMEN, NONMETALLIC TRANSPORTABLE BUILDINGS, MONUMENTS, NOT OF METAL					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
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KOPPERS AND DESIGN (FULL CIRCLE)

AUSTRALIA	02-118-AU	7/12/1985	N/A	7/12/1985	B429785	REGISTERED	19
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CLASS	DESCRIPTION
19	TREATED WOOD AND TIMBER, IN PARTICULAR, PRESSURE-TREATED AND/OR PRESERVATIVE-TREATED WOOD PRODUCTS, INCLUDING ROUND-WOOD PRODUCTS FOR LANDSCAPING; BUILDING POLES FOR POLE FRAME CONSTRUCTION; AND SAWN TIMBERS; EXCEPT REFRACTORY MATERIALS



KOPPERS AND DESIGN (OCTAGONAL)

AUSTRALIA	02-117-AU	7/12/1985	B429772	7/12/1985	B429772	REGISTERED	19
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CLASS	DESCRIPTION
19	TREATED WOOD AND TIMBER, IN PARTICULAR, PRESSURE-TREATED AND/OR PRESERVATIVE-TREATED WOOD PRODUCTS, INCLUDING ROUND-WOOD PRODUCTS FOR LANDSCAPING; BUILDING POLES FOR POLE FRAME CONSTRUCTION; AND SAWN TIMBERS; EXCEPT REFRACTORY MATERIALS



KOPPERS AND DESIGN (SEMI-CIRCULAR)

AUSTRALIA	02-116-AU	7/12/1985	N/A	7/12/1985	B429784	REGISTERED	19
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CLASS	DESCRIPTION
19	TREATED WOOD AND TIMBER, IN PARTICULAR, PRESSURE-TREATED AND/OR PRESERVATIVE-TREATED WOOD PRODUCTS, INCLUDING ROUND-WOOD PRODUCTS FOR LANDSCAPING; BUILDING POLES FOR POLE FRAME CONSTRUCTION; AND SAWN TIMBERS; EXCEPT REFRACTORY MATERIALS



KOPPERS AND DESIGN

AUSTRALIA	03-118-AU	5/29/2003	955898	12/10/2004	955898	REGISTERED	01, 02, 04, 17, 19
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CLASS	DESCRIPTION
17	ISOCYANURATE, URETHANE OR PHENOLIC FOAM INSULATION MATERIALS
19	CRUDE OIL, TAR AND PITCHES; PRESERVATIVE TREATED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION; NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; BITUMINOUS PROTECTED ROOFING, SIDING AND VALLEYS; PRESERVATIVE TREATED WOOD PRODUCTS; NAMELY, PILINGS, POLES, POSTS, CROSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY ARCHES, BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES FOR GENERAL CONSTRUCTION PURPOSES AND PANELS; POLYESTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALTIC ROOF COATING FOR BRUSHING AND SPRAYING

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	01	ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALENE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE, AND MALEIC ANHYDRIDE, SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS					
	02	WOOD PRESERVATIVES, NAMELY CREOSOTE AND CREOSOTE SOLUTIONS					
	04	FUEL, NAMELY COKE; AND FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE AS INDUSTRIAL LUBRICANTS					
CANADA	03-118-CA	8/6/2004	1226201	1/19/2007	679870	REGISTERED	NA

CLASS	DESCRIPTION
NA	ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALENE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE, AND MALEIC ANHYDRIDE, SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS, WOOD PRESERVATIVES NAMELY CREOSOTE AND CREOSOTE SOLUTIONS, FUEL, NAMELY COKE; AND FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE AS INDUSTRIAL LUBRICANTS; ISOCYANURATE, URETHANE AND PHENOLIC FOAM INSULATION MATERIALS; CRUDE OIL COAL TAR AND PITCHES; PRESERVATIVE TREATED LUMBER, BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION; NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; BITUMINOUS PROTECTED ROOFING, SIDING AND VALLEYS; PRESERVATIVE TREATED WOOD PRODUCTS, NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY ARCHES, BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES FOR GENERAL CONSTRUCTION PURPOSES AND PANELS; POLYSTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALTIC ROOF COATINGS FOR BRUSHING AND SPRAYING

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
CHINA	03-118-CN	10/8/2003	3742247	8/21/2005	3742247	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALINE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE AND MALEIC ANHYDRIDE SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS					
CHINA	03-118-CN-2	10/8/2003	3742248	2/14/2006	3742248	REGISTERED	02
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	WOOD PRESERVATIVES, NAMELY CREOSOTE FOR WOOD PRESERVATION					
CHINA	03-118-CN-3	10/8/2003	3742250	5/28/2005	3742250	REGISTERED	04

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	04	FUEL; FLOATATION OILS, COAL TAR NEUTRAL OILS, TAR ACID OILS FOR USE AS INDUSTRIAL LUBRICANTS (INCLUDES CARBON BLACK FEEDSTOCK)					
CHINA	03-118-CN-4	10/8/2003	3742249	7/14/2005	3742249	REGISTERED	17
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	17	ISOCYANURATE, URETHANE OR PHENOLIC FOAM INSULATION MATERIALS					
CHINA	03-118-CN-5	10/8/2003	3742251	1/7/2006	3742251	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	CRUDE OIL, TAR AND PITCHES; PRESERVATIVE TREATED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION, NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; PRESERVATIVE TREATED WOOD PRODUCTS, NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY, ARCHES, BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES FOR GENERAL CONSTRUCTION PURPOSES AND PANELS; POLYESTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALTIC ROOF COATINGS FOR BRUSHING AND SPRAYING; BITUMINOUS COATINGS FOR PROTECTING ROOFING; BITUMINOUS COATING FOR PROTECTION SIDING; BITUMINOUS COATING FOR PROTECTING VALLEYS					
EUROPEAN UNION (C	03-118-CT	10/6/2003	3393725	4/25/2005	3393725	REGISTERED	01, 02, 04, 17, 19

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	02	CREOSOTE FOR WOOD PRESERVATIVES, OTHER WOOD PRESERVATIVES					
	04	FUEL, COAL TAR OILS, INDUSTRIAL OILS, INDUSTRIAL MATERIALS					
	17	ELECTRICAL, THERMAL AND ACOUSTIC INSULATION MATERIALS					
	19	COAL TAR, OTHER TARS AND PITCHES, UTILITY POLES, NOT OF METAL, RAILROAD CROSSTIES, NOT OF METAL, PRESERVATIVE TREATED LUMBER, OTHER BUILDING TIMBER; CEMENTS AND THEIR PRODUCTS; ROOF COVERINGS, NOT OF METAL; BUILDING MATERIALS (NON-METALLIC)					
MEXICO	03-118-MX-2	1/19/2005	697481	4/18/2005	876173	REGISTERED	02
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	PAINTS, VARNISHES, LACQUERS; PRESERVATIVES AGAINST RUST AND AGAINST DETERIORATION OF WOOD; COLORANTS; MORDANTS, RAW NATURAL RESINS; METALS FOR FOIL AND POWDER FORM FOR PAINTERS, DECORATORS, PRINTERS AND ARTISTS					
MEXICO	03-118-MX-1	8/27/2004	674074	5/27/2005	883632	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	CHEMICALS USED IN INDUSTRY, SCIENCE AND PHOTOGRAPHY, AS WELL AS IN AGRICULTURE, HORTICULTURE AND FORESTRY; UNPROCESSED ARTIFICIAL RESINS; UNPROCESSED PLASTICS; MANURES; FIRE EXTINGUISHING COMPOSITIONS; TEMPERING AND SOLDERING PREPARATIONS; CHEMICAL SUBSTANCES FOR PRESERVING FOODSTUFFS; TANNING SUBSTANCES; ADHESIVES USED IN INDUSTRY					
MEXICO	03-118-MX-3	8/27/2004	674075	3/7/2005	871582	REGISTERED	04

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	04	INDUSTRIAL OILS AND GREASES; LUBRICANTS; DUST ABSORBING, WETTING AND BINDING COMPOSITIONS; FUELS (INCLUDING MOTOR SPIRIT) AND ILLUMINANTS; CANDLES AND WICKS FOR LIGHTING					
MEXICO	03-118-MX-4	8/27/2004	674076	9/23/2005	900465	REGISTERED	17
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	17	RUBBER, GUTTA-PERCHA, GUM, ASBESTOS, MICA AND GOODS MADE FROM THESE MATERIALS AND NOT INCLUDED IN OTHER CLASSES; PLASTICS IN EXTRUDED FORM FOR USE IN MANUFACTURE; PACKING, STOPPING AND INSULATING MATERIALS; FLEXIBLE PIPES, NOT OF METAL					
SOUTH AFRICA	03-118-ZA-4	8/11/2004	200413685	6/28/2010	200413685	REGISTERED	17
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	17	RUBBER, GUTTA-PERCHA, GUM, ASBESTOS, MICA AND GOODS MADE FROM THESE MATERIALS AND NOT INCLUDED IN OTHER CLASSES; PLASTICS IN EXTRUDED FORM FOR USE IN MANUFACTURE; PACKING, STOPPING AND INSULATING MATERIALS INCLUDING ISOCYANURATE, URETHANE AND PHENOLIC FOAM INSULATION MATERIALS; FLEXIBLE PIPES, NOT OF METAL					
SOUTH AFRICA	03-118-ZA-1	8/11/2004	200416888	6/28/2010	200413688	REGISTERED	01

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	CHEMICALS USED IN INDUSTRY, SCIENCE AND PHOTOGRAPHY, AS WELL AS IN AGRICULTURE, HORTICULTURE AND FORESTRY INCLUDING ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALENE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE, AND MALEIC ANHYDRIDE, SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TA ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS; UNPROCESSED ARTIFICIAL RESINS; UNPROCESSED PLASTICS; MANURES; FIRE EXTINGUISHING COMPOSITIONS; TEMPERING AND SOLDERING PREPARATIONS; CHEMICAL SUBSTANCES FOR PRESERVING FOODSTUFFS; TANNING SUBSTANCES; ADHESIVE USED IN INDUSTRY					
SOUTH AFRICA	03-118-ZA-3	8/11/2004	200413686	6/28/2010	200413686	REGISTERED	04
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	04	INDUSTRIAL OILS AND GREASES; LUBRICANTS INCLUDING FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE AS INDUSTRIAL LUBRICANTS; DUST ABSORBING, WETTING AND BINDING COMPOSITIONS; FUELS INCLUDING MOTOR SPIRIT AND COKE, AND ILLUMINANTS; CANDLES WICKS					
SOUTH AFRICA	03-118-ZA-2	8/11/2004	200413687	6/28/2010	200413687	REGISTERED	02
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	PAINTS, VARNISHES, LACQUERS; PRESERVATIVES AGAINST RUST AND AGAINST DETERIORATION OF WOOD INCLUDING WOOD PRESERVATIVES, NAMELY CREOSOTE AND CREOSOTE SOLUTIONS; COLOURANTS, MORDANTS; RAW NATURAL RESINS, METALS IN FOIL AND POWDER FORM FOR PAINTERS, DECORATORS, PRINTERS AND ARTISTS					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
SOUTH AFRICA	03-118-ZA-5	8/11/2004	200413684	6/28/2010	200413684	REGISTERED	19

CLASS	DESCRIPTION
19	BUILDING MATERIALS (NON-METALLIC); NON-METALLIC RIGID PIPES FOR BUILDING; ASPHALT, PITCH AND BITUMEN; CRUDE COAL TAR AND PITCHES; PRESERVATIVE TREADED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION; NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; BITUMINOUS PROTECTED ROOFING, SIDING AND VALLEYS; PRESERVATIVE TREATED WOOD PRODUCTS; NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY ARCHES, BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES FOR GENERAL CONSTRUCTION PURPOSES AND PANELS, POLYESTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALTIC ROOF COATINGS FOR BRUSHING AND SPRAYING NON-METALLIC TRANSPORTABLE BUILDING MONUMENTS, NOT OF METAL

TAIWAN	03-118-TW	8/11/2004	093037399			PENDING	01, 02, 04, 17, 19
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CLASS	DESCRIPTION
01	INDUSTRIAL CHEMICALS, SCIENTIFIC CHEMICALS; ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALENE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE, AND MALEIC ANHYDRIDE, SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACIDS OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS
02	WOOD PRESERVATIVE, NAMELY CREOSOTE AND CREOSOTE SOLUTIONS
04	GAS FUELS, LIQUID FUELS AND SOLID FUELS, COKE; AND GREASES FOR INDUSTRIAL USE, LUBRICATING OILS, SOLID FUELS; FUEL, NAMELY COKE; AND FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE AS INDUSTRIAL MATERIALS

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	17	ISOCYANURATE, URETHANE AND PHENOLIC FOAM INSULATION MATERIALS					
	19	CRUDE COAL TAR AND PITCHES; PRESERVATIVE TREATED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION; NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; BITUMINOUS PROTECTED ROOFING, SIDING AND VALLEYS; PRESERVATIVE TREATED WOOD PRODUCTS, NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY ARCHES, BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES; FOR GENERAL CONSTRUCTION PURPOSES AND PANELS; POLYESTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALT ROOF COATINGS FOR BRUSHING AND SPRAYING					
UNITED STATES	03-118-US	4/7/2003	76/504,825	4/25/2006	3,085,821	REGISTERED	01, 02, 19

CLASS	DESCRIPTION
01	NAPHTHALENE, PHTHALIC ANHYDRIDE SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; TAR ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS
02	WOOD PRESERVATIVES, NAMELY CREOSOTE AND CREOSOTE SOLUTIONS
19	CRUDE COAL TAR AND PITCHES; PRESERVATIVE TREATED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION, NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; PRESERVATIVE TREATED WOOD PRODUCTS, NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER; LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALTIC ROOF COATINGS FOR BRUSHING AND SPRAYING

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
UNITED STATES	12-127-US	7/10/2012	85/673,152			PENDING	17, 19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	17	NON-METALLIC BUILDING MATERIALS, NAMELY, CARBON, GRAPHITE AND COMPOSITE FOAM, AND SYNTHETIC GRAPHITE, FOR HEAT TRANSFER AND THERMAL MANAGEMENT APPLICATIONS, INSULATING AND FLAME RETARDANT MATERIALS, THERMAL INTERFACE MATERIALS, BLAST ABATEMENT MATERIALS, ROOFING MATERIALS, STRUCTURAL APPLICATIONS, AND ELECTRICALLY CONDUCTIVE APPLICATIONS					
	19	CARBON, GRAPHITE AND COMPOSITE FOAM, AND SYNTHETIC GRAPHITE, FOR HEAT TRANSFER AND THERMAL MANAGEMENT APPLICATIONS, INSULATING AND FLAME RETARDANT MATERIALS, THERMAL INTERFACE MATERIALS, BLAST ABATEMENT MATERIALS, ROOFING MATERIALS, STRUCTURAL APPLICATIONS, AND ELECTRICALLY CONDUCTIVE APPLICATIONS					

KOPPERS

AUSTRALIA	02-112-AU-7	7/18/1969	N/A	7/18/1969	B230715	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	NAPHTHALENE, CREOSOTE AND OTHER SUCH PRODUCTS DERIVED FROM COAL TAR OR MADE FROM SUBSTANCES OR MIXTURES CONTAINING COAL TAR, ALL BEING CHEMICAL PRODUCTS FOR USE IN INDUSTRY					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
AUSTRALIA	02-112-AU-6	6/10/1981	B361298	6/10/1981	B361298	REGISTERED	19
	CLASS	DESCRIPTION					
	19	PRESERVATIVE TREATED WOOD PRODUCTS, EXCLUDING REFRACTORY MATERIALS; BUILDING MATERIALS (NONMETALLIC); NONMETALLIC RIGID PIPES FOR BUILDING; ASPHALT, PITCH AND BITUMEN; NONMETALLIC TRANSPORTABLE BUILDINGS; MONUMENTS, NOT OF METAL					
AUSTRALIA	02-112-AU-5	7/18/1969	A293576	7/18/1969	A293576	REGISTERED	01
	CLASS	DESCRIPTION					
	01	NAPHTHALENE, BEING A COAL TAR DERIVED PRODUCT FOR USE IN INDUSTRY					
AUSTRALIA	02-112-AU-4	7/18/1969	A293575	7/18/1969	A293575	REGISTERED	02
	CLASS	DESCRIPTION					
	02	CREOSOTE DERIVED FROM COKE OVEN TAR AND BEING A PRESERVATIVE FOR WOOD, AND COAL TAR ENAMELS BEING ANTI-CORROSIVE COATING MATERIALS					
AUSTRALIA	02-112-AU-3	6/10/1981	B361299	6/10/1981	B361299	REGISTERED	02

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	WOOD PRESERVATIVE CHEMICALS AND COMPOSITIONS					
AUSTRALIA	02-112-AU-2	7/18/1969	B293574	7/18/1969	B293574	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	PITCH INCLUDING ELECTRODE BINDER REFRACTORY PITCH AND TAPHOLE PITCH; ROAD TAR AND BLENDED TAR AND PITCH COATING MATERIALS IN THIS CLASS ALL THE AFORESAID GOODS BEING DERIVED FROM COKE OVEN TAR, AND ALL OTHER GOODS, EXCEPT REFRACTORY MATERIALS; BUILDING MATERIALS (NONMETALLIC); NONMETALLIC RIGID PIPES FOR BUILDING, ASPHALT PITCH AND BITUMEN NONMETALLIC TRANSPORTABLE BUILDING, MONUMENTS NOT OF METAL					
AUSTRALIA	02-112-AU-1	7/18/1969	N/A	7/18/1969	A230716	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	PITCH INCLUDING ELECTRODE BINDER PITCH, REFRACTORY PITCH AND TADPOLE PITCH; ROAD TAR AND BLENDED TAR AND PITCH COATING MATERIALS IN THIS CLASS, ALL THE AFORESAID GOODS BEING DERIVED FROM COKE AND TAR					
AUSTRALIA	02-112-AU-8	4/18/2005	1050872	11/28/2005	1050872	REGISTERED	40

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	40	TREATMENT OF MATERIALS, INCLUDING TREATMENT OF WOOD PRODUCTS FOR OTHERS					
BAHRAIN	02-112-BH	12/12/2005	46315	6/15/2008	46315	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	COAL TAR PITCH					
CANADA	02-112-CA-1	7/10/1972	355075	7/13/1973	TMA192633	REGISTERED	NA
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	NA	COKE, CRUDE COAL TARS AND PITCHES; ASPHALT; MINERAL AGGREGATES; SYNTHETIC RESINS, NAMELY, AMINO, VINYL, ALKYD, POLYESTER, AND ACRYLIC RESINS; CHLORINATED RUBBER; AND CHEMICALLY TREATED TIMBER, BITUMINOUS AND ASPHALTIC PAVING MATERIALS, NAMELY, PRIMERS, EMULSIONS, BINDERS, SEALERS, AND PAVEMENT REJUVENATORS; PRINTED HOUSE ORGAN PUBLICATIONS ISSUED PERIODICALLY AND PAMPHLETS FOR SHEETS ISSUES FROM TIME TO TIME					
CANADA	02-112-CA-2	2/10/1933	161378	2/10/1933	UCA001052	REGISTERED	NA

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	NA	ROOFING MATERIALS, ROAD MATERIALS, COAL TAR, WATER GAS TAR, PITCHES, PITCH COKE AND CHEMICAL PRODUCTS, SUCH AS FERTILIZERS, DISINFECTANTS, DEODORANTS, INSECTICIDES, FUNGICIDES, PAINTS AND WOOD PRESERVING OILS AND COMPOUNDS, TAR ACIDS, LIGHT OILS, SULFUR AND THE LIKE					
CHINA	11-089-CN-1	5/30/2011	9529529	6/21/2012	9529529	REGISTERED	01
	CLASS	DESCRIPTION					
	01	ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALENE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE, AND MALEIC ANHYDRIDE, SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS					
CHINA	11-089-CN-2	5/30/2011	9529528	6/21/2012	9529528	REGISTERED	02
	CLASS	DESCRIPTION					
	02	WOOD PRESERVATIVES, NAMELY CREOSOTE FOR WOOD PRESERVATION					
CHINA	11-089-CN-3	5/30/2011	9529527	6/21/2012	9529527	REGISTERED	04

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	04						
		FUEL; FLOATATION OILS, COAL TAR NEUTRAL OILS; TAR ACID OILS FOR USE AS INDUSTRIAL LUBRICANTS (INCLUDES CARBON BLACK FEEDSTOCK)					
CHINA	11-089-CN-5	5/30/2011	9529526	6/21/2012	9529526	REGISTERED	19
	19						
		CRUDE OIL TAR AND PITCHES; PRESERVATIVE TREATED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION: NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; PRESERVATIVE TREATED WOOD PRODUCTS, NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY ARCHES, BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES FOR GENERAL CONSTRUCTION PURPOSES AND PANELS; POLYESTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALTIC ROOF COATINGS FOR BRUSHING AND SPRAYING; BITUMINOUS COATINGS FOR PROTECTING ROOFING; BITUMINOUS COATING FOR PROTECTING SIDING; BITUMINOUS COATING FOR PROTECTING VALLEYS					
EGYPT	02-112-EG-2	12/13/2005	181216	3/4/2009	181216	REGISTERED	01

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	17	(LOCAL) MANUFACTURES FROM WOOD FOR BUILDING, INCLUDING TREATED TIMBER, TREATED LUMBER, AND TREATED WOOD PRODUCTS					
FRANCE	02-112-FR	6/30/1997	31126	7/28/1967	1539181	REGISTERED	01, 02, 06, 07, 09, 16, 17, 19, 20, 26, 28

CLASS	DESCRIPTION
01	ARTIFICIAL AND SYNTHETIC RESINS, THERMOPLASTIC OR THERMOADHESIVE; MATERIALS AND FILM FOR FABRICATION OF TUBES, COLORANTS, VARNISHES, LACQUERS, MATERIALS TO PROTECT AGAINST RUST, WOOD PRESERVATIVES, ANTI-CORROSIVES, MATERIALS FOR CONSTRUCTION OF RAILROADS, PACKING AND DRUMS FOR INDUSTRIAL USE; MATERIALS FOR PACKING HOUSEHOLD AND INDUSTRIAL PRODUCTS; PISTONS, RINGS FOR INDUSTRIAL USE; INDUSTRIAL FANS; INSTALLATIONS AND EQUIPMENT FOR PRODUCTION OF ALL KINDS OF PACKAGING; SOUND CONTROL EQUIPMENT; MATERIALS FOR PACKING HOUSEHOLD AND INDUSTRIAL PRODUCTS PACKAGING; OBJECTS MADE OF ARTIFICIAL AND SYNTHETIC RESINS, THERMOPLASTIC OR THERMOADHESIVE; PANELS FOR AUTOMOBILES ; MATERIALS FOR WELDING, INSULATION INSTALLATIONS, SHAFT JOINTS; PANELS; CONSTRUCTION LUMBER, FLOOR AND ROOFING MATERIALS, FURNITURE, MIRRORS, FRAMES, BUTTON BANKS AND MOLDS; SPORTS ITEMS, TOYS GAMES
02	PAINTS, VARNISHES, LACQUERS; PRESERVATIVES AGAINST RUST AND AGAINST DETERIORATION OF WOOD; COLOURANTS, MORDANTS; RAW NATURAL RESINS; METALS IN FOIL AND POWDER FORM FOR PAINTERS, DECORATORS, PRINTERS AND ARTISTS
06	COMMON METALS AND THEIR ALLOYS; METAL BUILDING MATERIALS; TRANSPORTABLE BUILDINGS OF METAL, MATERIALS OF METAL FOR RAILWAY TRACKS NONELECTRIC CABLES AND WIRES OF COMMON METAL; IRONMONGERY, SMALL ITEMS OF METAL HARDWARE PIPES AND TUBES OF METAL, SAFES; GOODS OF COMMON METALS NOT INCLUDED IN OTHER CLASSES; ORES
07	MACHINES AND MACHINE TOOLS; MOTORS AND ENGINES (EXCEPT FOR LAND VEHICLES); MACHINE COUPLING AND TRANSMISSION COMPONENTS (EXCEPT FOR LAND VEHICLES); AGRICULTURAL IMPLEMENTS OTHER THAN HAND-OPERATED; INCUBATORS FOR EGGS
09	SCIENTIFIC, NAUTICAL, SURVEYING, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALING, CHECKING (SUPERVISION), LIFESAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS AND INSTRUMENTS FOR CONDUCTING, SWITCHING, TRANSFORMING, ACCUMULATING, REGULATING OR CONTROLLING ELECTRICITY; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; MAGNETIC DATA CARRIERS, RECORDING DISCS, AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS, FIRE-EXTINGUISHING APPARATUS

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES	
	16	PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; BOOKBINDING MATERIAL, PHOTOGRAPHS, STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHER CLASSES); PRINTERS TYPE, PRINTING BLOCKS						
	17	RUBBER, GUTTA-PERCHA, GUM, ASBESTOS, MICA AND GOODS MADE FROM THESE MATERIALS AND NOT INCLUDED IN OTHER CLASSES; PLASTICS IN EXTRUDED FORM FOR USE IN MANUFACTURE PACKING, STOPPING AND INSULATING MATERIALS; FLEXIBLE PIPES, NOT OF METAL						
	19	BUILDING MATERIALS (NONMETALLIC); NONMETALLIC RIGID PIPES FOR BUILDING; ASPHALT, PITCH AND BITUMEN; NONMETALLIC TRANSPORTABLE BUILDINGS; MONUMENTS, NOT OF METAL						
	20	FURNITURE, MIRRORS, PICTURE FRAMES; GOODS (NOT INCLUDED IN OTHER CLASSES) OF WOOD, CORK REED, CANE, WICKER, HORN, BONE, IVORY, WHALEBONE, SHELL, AMBER, MOTHER-OF-PEARL, MEERSCHAUM AND SUBSTITUTES FOR ALL THESE MATERIALS, OR OF PLASTICS						
	26	LACE AND EMBROIDERY, RIBBONS AND BRAID; BUTTONS, HOOKS AND EYES, PINS AND NEEDLES; ARTIFICIAL FLOWERS						
	28	GAMES AND PLAYTHINGS; GYMNAS TIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES						

INDIA 02-112-IN 10/26/2005 1394588 ALLOWED 01

CLASS	DESCRIPTION
01	ORGANIC ACIDS, CRESYLIC ACID COMPOUNDS, NAPHTHALENE, COAL TAR BASES IN CRUDE AND PURE FORM, NAMELY QUINOLINE AND PYRIDINE, SYNTHETIC PEARLESCENCE, NAMELY BASIC LEAD CARBONATE, PHTHALIC ANHYDRIDE, AND MALEIC ANHYDRIDE, SOLD IN BULK TO THE TAR, COKE AND ALUMINUM INDUSTRIES; FLOATATION OILS, COAL TAR NEUTRAL OILS AND TAR ACID OILS FOR USE IN THE MANUFACTURE OF PAINTS AND SOLVENTS; SODIUM PHENOLATE; BENZENE; BENZOLE ABSORBING OIL; CARBOLIC OIL

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
INDIA	02-112-IN-2	10/26/2005	1394589			PENDING	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	CRUDE COAL TAR AND PITCHES; EVT TARS; PRESERVATIVE TREATED LUMBER; BITUMINOUS CEMENT FOR FLASHING AND ROOFING; STRUCTURAL MEMBRANES FOR BUILT-UP ROOF CONSTRUCTION: NAMELY, TAR-SATURATED FABRIC, ASPHALT AND TAR FELT; WATERPROOF PITCH FOR BUILDING AND ROOFING; BITUMINOUS FIBER ROOF COATING PLASTIC; BITUMINOUS TOUCH UP SEALANT FOR PATCHING AND REPAIRING BITUMINOUS-COATED SURFACES; BITUMINOUS PROTECTED ROOFING, SIDING AND VALLEYS; PRESERVATIVE TREATED WOOD PRODUCTS, NAMELY, PILINGS, POLES, POSTS, CROSSTIES, LUMBER, STRUCTURAL SUPPORTS AND LAMINATED STRUCTURAL WOOD PRODUCTS FOR GENERAL CONSTRUCTION PURPOSES; LAMINATED STRUCTURAL WOOD PRODUCTS, NAMELY ARCHES BEAMS, COLUMNS, DECKING, LIGHTING STANDARDS, UTILITY CROSSARMS, PLYWOOD AND OTHER STRUCTURAL MEMBERS; REINFORCED PLASTIC STANDARD STRUCTURAL SHAPES FOR GENERAL CONSTRUCTION PURPOSES AND PANELS, POLYESTER FLOORING; AND LIQUID AND LIQUIFIABLE BITUMINOUS MASTIC AND ASPHALT ROOF COATINGS FOR BRUSHING AND SPRAYING; ALUMINUM PITCH LIQUID; ALUMINUM PITCH SOLID					
INDONESIA	02-112-ID	7/8/2005	2005011083	2/13/2005	IDM000113504	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	COAL TAR PITCH; COAL TAR DERIVATIVES					
ITALY	02-112-IT	7/28/1967	508380	5/11/1989	815165	REGISTERED	01, 02, 06, 07, 09, 16, 17, 19, 20

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	01	CHEMICAL PRODUCTS FOR USE IN THE INDUSTRY, SCIENCE, PHOTOGRAPHY, AGRICULTURE, HORTICULTURE, FORESTRY; ARTIFICIAL AND SYNTHETIC RESINS; PLASTICS IN THE FORM OF POWDERS, LIQUIDS OR PASTES, FOR INDUSTRIAL USE; MANURES (NATURAL OR ARTIFICIAL); FIRE EXTINGUISHING COMPOSITIONS; TEMPERING SUBSTANCES AND CHEMICAL PREPARATIONS FOR SOLDERING; CHEMICAL SUBSTANCES FOR PRESERVING FOODSTUFFS; TANNING SUBSTANCES; AND ADHESIVE SUBSTANCES FOR USE IN INDUSTRY					
	02	PAINTS, VARNISHES, LACQUERS; PRESERVATIVES AGAINST RUST AND AGAINST DETERIORATION OF WOOD; COLORING MATTERS, DYESTUFFS; MORDANTS; NATURAL RESINS; METALS IN FOIL AND POWDER FORM FOR PAINTERS, DECORATORS					
	06	UNWROUGHT AND PARTLY WROUGHT COMMON METALS AND THEIR ALLOYS; ANCHORS, ANVILS, BELLS, ROLLED AND CAST BUILDING MATERIALS; RAILS AND OTHER METALLIC MATERIALS FOR RAILWAY TRACKS; CHAINS (EXCEPT DRIVING CHAINS FOR VEHICLES); CABLES AND WIRES (NONELECTRIC); LOCKSMITHS' WORK; METALLIC PIPES AND TUBES; SAFES AND CASH BOXES; STEEL BALLS; HORSESHOES; NAILS AND SCREWS; OTHER GOODS IN NONPRECIOUS METAL NOT INCLUDED IN OTHER CLASSES; ORES					
	07	MACHINES AND MACHINE TOOLS; MOTORS (EXCEPT FOR LAND VEHICLES); MACHINE COUPLINGS AND BELTING (EXCEPT FOR LAND VEHICLES); LARGE SIZE AGRICULTURAL IMPLEMENTS; INCUBATORS					
	09	SCIENTIFIC, NAUTICAL, SURVEYING AND ELECTRICAL APPARATUS AND INSTRUMENTS (INCLUDING WIRELESS), PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALING, CHECKING (SUPERVISION), LIFESAVING AND TEACHING APPARATUS AND INSTRUMENTS; COIN OR COUNTERFREED APPARATUS; TALKING MACHINES; CASH REGISTERS; CALCULATING MACHINES; FIRE EXTINGUISHING APPARATUS					
	16	PAPER AND PAPER ARTICLES, CARDBOARD AND CARDBOARD ARTICLES; PRINTED MATTER;, NEWSPAPER AND PERIODICALS, BOOKS; BOOKBINDING MATERIAL; PHOTOGRAPHS, STATIONERY; ADHESIVES FOR STATIONARY ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIAL (OTHER THAN APPARATUS); PLAYING CARDS; PRINTERS TYPE AND CLICHES (STEREOTYPES)					
	17	GUTTA-PERCHA, INDIA RUBBER, BALATA AND SUBSTITUTES, ARTICLES MADE FROM THESE SUBSTANCES AND NOT INCLUDED IN OTHER CLASSES; PLASTICS IN THE FORM OF SHEETS, BLOCKS AND RODS, BEING FOR USE IN MANUFACTURE; MATERIALS FOR PACKING, STOPPING OR INSULATING; ASBESTOS, MICA AND THEIR PRODUCTS; HOBE PIPES (NONMETALLIC)					
	19	BUILDING MATERIALS, NATURAL AND ARTIFICIAL STONE, CEMENT, LIME MORTAR, PLASTER AND GRAVEL; PIPES OF EARTHENWARE OR CEMENT, ROAD MAKING MATERIALS; ASPHALT, PITCH AND BITUMEN; PORTABLE BUILDINGS; STONE MONUMENTS; CHIMNEY POTE					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	20	FURNITURE, MIRRORS, PICTURE FRAMES; ARTICLES (NOT INCLUDED IN OTHER CLASSES) OF WOOD, CORK REEDS, CANE, WICKER, HORN, BONE, IVORY, WHALEBONE, SHELL, AMBER, MOTHER-OF-PEARL, MEERSCHAUM, CELLOLOID, SUBSTITUTES FOR ALL THESE MATERIALS, OR OF PLASTICS					
JAPAN	02-112-JP	10/31/2001	2001097619	7/11/2003	4690680	REGISTERED	02, 19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	CCA TREATED TIMBER; OTHER BUILDING TIMBER; TAR AND PITCH					
	02	WOOD PRESERVATIVES					
MALAYSIA	02-112-MY-2	11/2/2005	05018584	4/20/2010	05018584	REGISTERED	02
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	CREOSOTE FOR WOOD PRESERVATION					
MALAYSIA	02-112-MY	11/2/2005	05018583	4/20/2010	05018583	REGISTERED	01

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	CARBON BLACK FEEDSTOCK					
MEXICO	02-112-MX-1	6/15/1990	89343	6/25/1991	397005	REGISTERED	02
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	02	PAINTS, VARNISHES, LACQUERS; PRESERVATIVES AGAINST RUST AND AGAINST DETERIORATION OF WOOD; COLOURANTS; MORDANTS; RAW NATURAL RESINS; METALS IN FOIL AND POWDER FORM FOR PAINTERS, DECORATORS, PRINTERS AND ARTISTS					
MEXICO	02-112-MX-4	5/8/2007	853132			PENDING	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	BUILDING MATERIALS NON-METALLIC); NON-METALLIC RIGID PIPES FOR BUILDING; ASPHALT PITCH AND BITUMEN; NON-METALLIC TRANSPORTABLE BUILDINGS; MONUMENTS, NOT OF METAL, PARTICULARLY, TREATED WOOD PRODUCTS; FOR USE IN RAILROADS (POLES, TIES AND BRIDGES); RAILROAD TRACK PRODUCTS (NOT OF METAL); TREATED CROSSTIES (NOT OF METAL); SWITCH TIES (NOT OF METAL); LUMBER OF USE IN RAILROADS (POLES, TIES AND BRIDGES), SPECIALTY TRACK WORK (NOT OF METAL), EXCLUDING DECORATIVE STONE AND BRICK					
MEXICO	02-112-MX-5	2/25/2008	916400	2/11/2009	1083360	REGISTERED	19

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
PAKISTAN	02-112-PK	6/29/2005	211044	11/25/2011	211044	REGISTERED	01
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	01	NAPHTHALENE					
PERU	02-112-PE-2	7/27/2005	250154	12/16/2005	111314	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	RAILROAD TIES - NOT OF METAL					
PHILIPPINES	02-112-PH	8/31/2005	42005008546	11/13/2006	42005008546	REGISTERED	02, 19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	TREATED TIMBER					
	02	CREOSOTE FOR WOOD PRESERVATION					
SOUTH AFRICA	02-112-ZA		9607425	12/7/1999	9607425	REGISTERED	02

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	02	PRESERVATIVES FOR WOOD; PAINTS VARNISHES; LACQUERS; PRESERVATIVES AGAINST RUST; COLOURANTS; MORDANTS; RAW NATURAL RESINS; METALS IN FOIL AND POWDER FORM FOR PAINTERS, DECORATORS, PRINTERS AND ARTISTS					
TAIWAN	02-112-TW	10/5/2001	90041149	11/16/2002	1021464	REGISTERED	01
	CLASS	DESCRIPTION					
	01	NAPHTHALENE AND CREOSOTE FOR CHEMICAL PURPOSES					
TURKEY	02-112-TR	5/2/2005	200516639	5/2/2005	200516639	REGISTERED	19
	CLASS	DESCRIPTION					
	19	ASPHALT, PITCH, BITUMEN, TAR; MATERIALS FOR MAKING, COATING AND REPAIRING ROAD... SAND, GRAVEL, MOSAIC, FINE GRAVEL; DRY MIXTURES OF NATURAL MATERIALS SUCH AS SANDSTONE, SAND, GRAVE, AQUARIUM SAND . . . LIME; CEMENT; GYPSUM . . . STONE, ARTIFICIAL STONE; MARBLE, ARTIFICIAL MARBLE, INTERIOR AND EXTERIOR BUILDING AND FLOOR FACINGS OF STONE AND ARTIFICIAL STONE, TILES, PAVING STONES, BORDER STONES . . . CONCRETE PANELS, CONCRETE PIPES, JOINT PIECES, PANELS, WALLS, GIRDERS AND COLUMNS, ROOFING, PREFABRICATED CONCRETE STRUCTURES, PORTABLE STRUCTURES OF CONCRETE POLES OF CONCRETE, PALINGS, POLES OF CONCRETE FOR ELECTRIC AND COMMUNICATION LINES, CONCRETE BARRIERS, BENCHES, FLOWER BEDS . . . PANELS, WALLS, PARTITIONS, BUILDING ELEMENTS OF GYPSUM; PREFABRICATED BUILDING ELEMENTS OF GYPSUM . . . ASBESTOS PIPES, JOINT PIECES, TRAFFIC SIGNS NOT OF METAL, MECHANICAL FOR ROADS, MONUMENTS AND STATUES OF CONCRETE STONE OR MARBLE . . . MODULE STRUCTURES OF WOOD AND PREFABRICATED BUILDING ELEMENTS, WOODWORK, DOORS OF WOOD, WINDOWS AND DOORS OF WOOD, WINDOW AND DOOR CASES, VENETIAN BLIND, JALOUSIES, SHUTTERS, WAINSCOTING, PARTITIONS, CABANAS OF WOOD, HUTS OF WOOD; PARQUETS OF WOOD; PLYWOOD; FIBREBOARDS . . . SEMI-WORKED TIMBERS, WOOD POLES, WOOD, WOODEN BEAMS, BEAMS . . . MODULE STRUCTURES OF PLASTIC OR SYNTHETIC, PREFABRICATED BUILDING ELEMENTS, PLASTIC PARTITIONS, CABINETS; PLASTIC DOORS, WINDOWS AND DOOR AND WINDOW CASES, VENETIAN BLIND, JALOUSIES, SHUTTERS, BUILDING PIPES OF PLASTIC AND PARTS THEREOF, UNLOADING PIPES, GUTTERS, NATURAL OR SYNTHETIC VENEERS, SYNTHETIC COATINGS THAT CAN BE STUCK WITH HEAT . . . BUILDING GLASS; GLASSES, DOUBLE GLASS, GLASS PLATES FOR ROOFS, GLASS BRICK, GLASS PANELS, GLASS TILES . . . BITUMINOUS ROOFING CARDBOARDS; BITUMINOUS VENEERS . . . PREFABRICATED SWIMMING POOLS NOT OF METAL					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
UNITED ARAB EMR	02-112-AE	1/25/2006	77046	12/10/2006	78110	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	COAL TAR PITCH					
UNITED KINGDOM	02-112-GB-9	2/18/1976	B1059040	2/15/1978	B1059040	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	NON-METALLIC BUILDING MATERIALS, CONCRETE, PIPES OF EARTHENWARE OR OF CEMENT, NON-METALLIC ROAD MAKING MATERIALS, ASPHALT, PITCH, BITUMEN, PAVING MATERIALS; TIMBER (OTHER THAN UNSAWN TIMBER) AND ARTICLES MADE FROM TIMBER; COAL-TAR; COATINGS (NOT BEING PAINTS) FOR BUILDING AND CIVIL ENGINEERING CONSTRUCTION PURPOSES; NATURAL AND ARTIFICIAL STONE					
UNITED STATES	02-112-US-2	11/4/1993	74/456,586	7/4/1995	1,902,735	REGISTERED	19

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
UNITED STATES	02-112-US-15	4/19/2005	78/611,936	10/17/2006	3,156,761	REGISTERED	40
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	40	TREATMENT AND DISPOSAL OF CROSSTIES, SWITCH TIES, LUMBER, CROSSING PANELS, POLES, AND PILING					
UNITED STATES	02-112-US-1	2/1/1982	73/348,052	6/7/1983	1,241,176	REGISTERED	17
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	17	ISOCYANURATE FOAM INSULATION					
VIETNAM	02-112-VN	9/29/2005	4200512727	8/23/2007	86926	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	PRESERVATIVE TREATED LUMBER; TREATED TIMBER					

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
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EUROPEAN UNION (C	02-127-CT	10/6/2003	3393733	2/8/2005	3393733	REGISTERED	01, 04, 19
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CLASS	DESCRIPTION
01	EVT TAR, PHTHALIC ANHYDRIDE
04	BENZENE, CRUDE BENZOLE, BASE OILS, CARBOLIC OIL, BENZOLE ABSORBING OIL, COAL TAR OIL MIXTURES
19	ALUMINUM PITCH SOLIDS, ALUMINUM PITCH LIQUIDS, LIQUID PITCHES, PENCIL PITCH, SPECIAL PITCHES, ANTHRACENE PASTE

ONYX

UNITED STATES	02-115-US	2/10/2000	75/915,987	9/4/2001	2,486,239	REGISTERED	19
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CLASS	DESCRIPTION
19	COLD PROCESS ROOFING SYSTEM COMPRISING TAR COATINGS, INSULATION MATERIALS, REINFORCING FABRICS AND ADHESIVES

COUNTRY	REFERENCE #	FILED	APP#	REG DT	REG #	STATUS	CLASSES
ORGOL							
EUROPEAN UNION (C	02-125-CT	10/1/2001	2393684	3/12/2004	02393684	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	BITUMEN; BITUMINOUS COATINGS; BITUMINOUS PRODUCTS; COAL TAR; MACADAM; ROAD COATING MATERIALS; TAR AND TARRED STRIPS; COMPOSITIONS FOR PRODUCING TAR MACADAM					
UNITED KINGDOM	02-125-GB	10/26/1993	1551688	10/26/1993	1551688	REGISTERED	19
	<u>CLASS</u>	<u>DESCRIPTION</u>					
	19	BITUMEN; BITUMINOUS COATINGS; BITUMINOUS PRODUCTS; COAL TAR; MACADAM; ROAD COATING MATERIALS; TAR AND TARRED STRIPS; COMPOSITIONS FOR PRODUCING TAR MACADAM					
END OF REPORT				TOTAL ITEMS SELECTED		95	

KOPPERS INC. - Patent Property Report

As of March 7, 2013

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Owner</u>	<u>Webb Ref.:</u>
“Center Supported Bond Joint for Railroad Track”	CA	ISSUED	111389	5/30/2005	111389	1/16/2007	KOPPERS DELAWARE, INC.	050087
“Center Supported Bond Joint”	US	ISSUED	29/221,351	1/13/2005	D576,023	9/2/2008	KOPPERS DELAWARE, INC.	040275
“Center Supported Bond Joint”	US	PENDING	13/473,074	5/16/2012			KOPPERS DELAWARE, INC.	121603
“Chopped Carbon Fiber Preform Processing Method Using Coal Tar Pitch Binder”	JP	PUBLISHED	2006515131	6/1/2004			KOPPERS DELAWARE, INC.	111582
“Coal Tar and Hydrocarbon Mixture Pitch and the Preparation and Use Thereof”	US	ISSUED	10/476,017	5/9/2002	7,066,997	6/27/2006	PNC BANK, NATIONAL ASSOCIATION	111574
“Coal Tar and Hydrocarbon Mixture Pitch and the Preparation and Use Thereof”	US	ISSUED	11/388,238	3/22/2006	7,465,387	12/16/2008	PNC BANK, NATIONAL ASSOCIATION	111576

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Owner</u>	<u>Webb Ref.:</u>
“Coal Tar and Hydrocarbon Mixture Pitch and the Preparation and Use Thereof	ZA	ISSUED	2005/6071	5/9/2002	2005/6071	3/29/2006	KOPPERS DELAWARE, INC.	122528
“Coal Tar and Hydrocarbon Mixture Pitch and the Preparation and Use Thereof’	JP	PENDING	2002-589597	5/9/2002			KOPPERS INDUSTRIES OF DELAWARE, INC.	111571
“Coal Tar and Hydrocarbon Mixture Pitch and the Preparation and Use Thereof’	ZA	PUBLISHED	2003/08434	5/9/2002			KOPPERS COMPANY, INC.	111573
“Coal Tar and Hydrocarbon Mixture Pitch Production using a High Efficiency Evaporate Distillation Process”	US	ISSUED	09/853,372	5/11/2001	7,033,485	4/25/2006	PNC BANK, NATIONAL ASSOCIATION	111562
“Coal Tar Pitch Blend Having Low Polycyclic Aromatic Hydrocarbon Content and Method of Making Thereof”	US	ISSUED	08/513,329	8/10/1995	5,746,906	5/5/1998	PNC BANK, NATIONAL ASSOCIATION	111502

Title	Country	Status	App Serial No.	Filing Date	Patent No.	Date Issued	Owner	Webb Ref.:
"Composite Pole"	AU	PUBLISHED	2007215390	2/15/2007			KOPPERS WOOD PRODUCTS PTY LTD.	111524
"Concrete Railroad Tie Insulator Spacer and Fastening System"	MX	PUBLISHED	MX/a/2001/008756	8/30/2001			KSA LIMITED PARTNERSHIP	111548
"Concrete Railroad Tie Turnout Assembly"	MX	PENDING	PA/a/2005/004835	10/23/2003			KSA LIMITED PARTNERSHIP	110365
"Concrete Railroad Tie Two-Piece Insulator Spacer and Fastening System"	MX	PUBLISHED	MX/a/2003/003088	4/9/2003			KSA LIMITED PARTNERSHIP	111543
"Cross-Tie Pre-Plating System"	US	ISSUED	08/207,118	2/28/1994	5,343,606	9/6/1994	KOPPERS DELAWARE, INC.	111084
"Cross-Tie Pre-Plating System"	US	ISSUED	08/300,749	9/6/1994	5,528,807	6/25/1996	KOPPERS DELAWARE, INC.	111085
"Cross-Tie Pre-Plating System"	US	ISSUED	08/665,670	6/20/1996	5,813,103	9/29/1998	KOPPERS DELAWARE, INC.	111086
"Cross-Tie Pre-Plating System"	US	ISSUED	09/161,135	9/25/1998	6,119,327	9/19/2000	KOPPERS DELAWARE, INC.	111088

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Owner</u>	<u>Webb Ref.:</u>
“Cross-Tie Pre-Plating System”	US	ISSUED	09/273,600	3/22/1999	6,131,272	10/17/2000	KOPPERS DELAWARE, INC.	111089
“Cross-Tie Pre-Plating System”	US	ISSUED	09/689,330	10/12/2000	6,543,118	4/8/2003	KOPPERS DELAWARE, INC.	111090
“Gauge Plate and Switch Rod Insulators”	US	ISSUED	09/72,354	11/27/2000	6,305,614	10/23/2001	KOPPERS DELAWARE, INC.	001916
“Gauge Plate and Switch Rod Insulators”	US	ISSUED	09/941,010	8/28/2001	6,422,479	7/23/2002	KOPPERS DELAWARE, INC.	011014
“Gauge Plate and Switch Rod Insulators”	US	ISSUED	09/089,958	6/3/1998	6,170,756	1/9/2001	KOPPERS DELAWARE, INC.	980148
“Gauge Plate and Switch Rod Insulators”	CA	ISSUED	2,239,651	6/4/1998	2,239,651	2/19/2002	KOPPERS DELAWARE, INC.	980729
“Insulated Rail Joint Incorporating Spacer-Impregnated Adhesive and Method for Bonding Insulated Rail Joints”	US	ISSUED	08/246,596	5/20/1994	5,503,331	4/2/1996	KOPPERS DELAWARE, INC.	940513
“Lap Joint”	US	ISSUED	11/900,635	9/12/2007	8,113,441	2/14/2012	KOPPERS DELAWARE, INC.	071812

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Owner</u>	<u>Webb Ref.:</u>
"Lap Joint"	CA	PUBLISHED	2,602,622	9/14/2007			KOPPERS DELAWARE, INC.	073287
"Lap Joint"	US	PUBLISHED	13/350,886	1/16/2012			KOPPERS DELAWARE, INC.	113069
"Low-PAH Pitch and Process for Same"	ME	PUBLISHED	949,105		194,872		KOPPERS DELAWARE, INC.	
"Low-PAH Pitch and Process for Same"	US	PUBLISHED	08/156,240	11/23/1993	5,534,134	7/9/1996	KOPPERS DELAWARE, INC.	
"Mesophase Pitch and Preparation from Quinoline Insoluble Free Coal Tar Pitch Distillate"	EP	PENDING	11153716.3	5/9/2002	2363446		KOPPERS DELAWARE, INC.	121281
"Method and Arrangement to Insulate Rail Ends"	US	ISSUED	11/375,372	3/14/2006	7,975,933	7/12/2011	KOPPERS DELAWARE, INC.	060529
"Method and Arrangement to Insulate Rail Ends"	US	ISSUED	13/037,483	3/1/2011	8,302,878	11/6/2012	KOPPERS DELAWARE, INC.	110242
"Method and Arrangement to Insulate Rail Ends"	CA	PENDING	2,600,746	3/14/2006			KOPPERS DELAWARE, INC.	073279

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Owner</u>	<u>Webb Ref.:</u>
“Modular Insulated Tie Plate”	US	PENDING	13/723,264	12/21/2012			KOPPERS DELAWARE, INC.	121142
“Notched Tie Plate Insulator”	US	ISSUED	12/199,915	8/28/2008	8,042,747	10/25/2011	KOPPERS DELAWARE, INC.	082683
“Notched Tie Plate Insulator”	CA	PUBLISHED	2,639,207	8/28/2008			KOPPERS DELAWARE, INC.	082697
“Process for Making Carbon Electrode Impregnating Pitch from Coal Tar”	JP	PENDING	7500143	7/30/1993			KOPPERS INDUSTRIES, INC.	111556
“Profiled Bar”	US	ISSUED	29/181,073	5/2/2003	D497,326	10/19/2004	KOPPERS DELAWARE, INC.	030522
“Profiled Bar”	US	ISSUED	10/838,173	5/3/2004	7,097,112	8/29/2006	KOPPERS DELAWARE, INC.	040305
“Profiled Bar”	CA	ISSUED	2,466,137	5/3/2004	2,466,137	7/5/2011	KOPPERS DELAWARE, INC.	044071
“Rail Joint Bars and Rail Joint Assemblies”	US	ISSUED	10/838,172	5/3/2004	7,090,143	8/15/2006	KOPPERS DELAWARE, INC.	043808
“Rail Joint Bars and Rail Joint Assemblies”	CA	ISSUED	2,466,134	5/3/2004	2,466,134	12/18/2012	KOPPERS DELAWARE, INC.	043823
“Rail Joint Bars and Rail Joint Assemblies”	US	ISSUED	11/503,865	8/14/2006	7,490,781	2/17/2009	KOPPERS DELAWARE, INC.	062466

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>App Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Date Issued</u>	<u>Owner</u>	<u>Webb Ref.:</u>
“Rail Joint Bars and Rail Joint Assemblies”	US	ISSUED	12/353,269	1/14/2009	8,123,144	2/28/2012	KOPPERS DELAWARE, INC.	083596
“Rail Joint Bars and Rail Joint Assemblies”	CA	PENDING	2,792,005	5/3/2004			PORTEC RAIL PRODUCTS, INC.	122510
“Rail Joint for Railroad Track”	CA	ISSUED	104675	10/28/2003	104675	4/22/2005	KOPPERS DELAWARE, INC.	031982
“Saturated Aircraft Brake Preform Including Coal Tar Pitch and Preparation Thereof”	EP	PENDING	11153714.8	5/9/2002	2363619		KOPPERS DELAWARE, INC.	121282
“Single Bend Rail”	US	PENDING	61/701,185	9/14/2012			KOPPERS DELAWARE, INC.	120075
“Tie Plate”	CA	ISSUED	2,445,491	10/17/2003	2,445,491	6/14/2011	KOPPERS DELAWARE, INC.	032009
“Tie Plate”	US	ISSUED	11/269,160	11/7/2005	7,261,244	8/28/2007	KOPPERS DELAWARE, INC.	053354
“Wrap-Around Joint Bar Sleeve Insulator”	US	ISSUED	29/236,399	8/15/2005	D547,642	7/31/2007	KOPPERS DELAWARE, INC.	044647
“In Situ Mesophase Pitch Infiltration of Carbon Fiber Preforms with Optional CVI/CVD Step”	US	PENDING	61/722,844				KOPPERS DELAWARE, INC.	

PARTNERSHIPS AGREEMENTS: LLC AGREEMENTS

Koppers Asia LLC Operating Agreement, dated as of November 20, 2007, by and between Koppers Inc. and Koppers Asia LLC

Koppers Ventures LLC Operating Agreement dated February 2, 2010, by Koppers World-Wide Ventures Corporation

KSA Partnership Agreement dated April 12, 1991, amended April 12, 1991, second amendment June 9, 2003, between Concrete Partners, Inc., Koppers Concrete Products, Inc. and Sherman-Abetong, Inc

Insurance Policies

The following Insurance policies are in effect for Koppers Inc. as of March , 2013

Coverage	Carrier	Limits
Executive Risks (Worldwide)		
D&O / ODL	Chubb	\$10,000,000
First Excess D&O	AIG	\$10,000,000
Second Excess D&O	Navigators	\$10,000,000
Side A Excess DIC	Travelers	\$10,000,000
Koppers UK D&O	Chubb	\$1,000,000
Koppers Australia D&O	Chubb	\$1,000,000
Koppers Denmark D&O	Chubb	\$1,000,000
Koppers Netherlands D&O	Chubb	\$1,000,000
Koppers China D&O	Chubb	\$1,000,000
Fiduciary	Chubb	\$10,000,000
Employment Practices	Chubb	\$10,000,000
Crime	Zurich	\$5,000,000
Special Coverage (expires 11/1/14)	Chubb	\$5,000,000
Koppers US		
Casualty		
Primary Workers Compensation	Chartis	Statutory /\$2,000,000
Primary Employers Liability	Chartis	\$2,000,000
Primary General Liability	Chartis	
General Aggregate	Chartis	\$3,000,000
Products Completed	Chartis	\$3,000,000
Personal & Advertising	Chartis	\$1,000,000
Fire Damage Limit	Chartis	\$1,000,000
Medical Expense	Chartis	\$1,000,000
Employee Benefit	Chartis	\$1,000,000
Primary Automobile	Chartis	
Liability	Chartis	\$2,000,000
Auto Medical Payments	Chartis	\$10,000
Motorist Coverage	Chartis	\$2,000,000
Umbrella	Chartis	\$23,000,000 xs Primary
Excess Liability	XL	\$75,000,000 xs \$25,000,000
Excess Liability	Catlin	\$25,000,000 xs \$100,000,000
Excess Liability	Iron-Starr	\$25,000,000 xs \$125,000,000
Punitive Damages Excess	Catlin	\$25,000,000
International Liability (DIC)		
General Liability	Chartis	\$4,000,000
Workers Compensation	Chartis	\$2,000,000
Automobile	Chartis	\$2,000,000
Employers Liability	Chartis	\$2,000,000

Repatriation	Chartis	\$250,000
Accidental Death & Dismemberment	Chartis	
Per Person (US / Canada)	Chartis	\$50,000
Per Person (Third Country Nationals)	Chartis	\$25,000
Aggregate	Chartis	\$500,000
Property		
All Risks Boiler and Machinery	Chartis	\$110,000,000 of \$250,000,000
Boiler and Machinery	HDI	\$110,000,000 of \$250,000,000
Boiler and Machinery	LIU	\$30,000,000 of \$250,000,000
Marine Liability	Allianz	\$1,000,000
Excess Marine Liability	ProSight	\$18,000,000 of \$24,000,000
Excess Marine Liability	Starr	\$6,000,000 of \$24,000,000
Motor Truck Cargo Liability	Allianz	\$10,000
Business Travel		
Class 1- full time salaried employees	Chartis	5 X Salary max of \$1,500,000
Class 2- Outside Directors	Chartis	\$250,000
Class 3 - Eligible Spouse / Children	Chartis	Spouse \$100,000 Children \$25,000
Koppers Europe		
Property / Boiler / Machinery	Chartis/HDI/LIU	US Global
Marine Liability	Allianz	\$1,000,000
Excess Marine Liability	ProSight	\$18,000,000 of \$24,000,000
Excess Marine Liability	Starr	\$6,000,000 of \$24,000,000
UK Employer Liability	Zurich	£ 25,000,000
Koppers Europe Public & Products Liability	Ace	\$ 2,000,000.00
Umbrella Casualty	Chartis	US Global
Excess Liability	XL/Catlin/Iron-Starr	US Global
UK Motor Fleet	Zurich	Unlimited for personal injury Third Party Property Damage
UK & Netherlands Computer	RSA	£ 1,010,000
UK Hired in Plant	Zurich	£ 1,200,000
UK Customs	Norwich Union	
Russia Policy (Rail Cars)	Igosstrakh	Property \$2 million USD Liability \$1 million USD
UK Personal Accident & Travel	Chartis	Various
Koppers Australia		
Property / Boiler / Machinery	Chartis/HDI/LIU	US Global
Marine Liability	Allianz	\$1,000,000
Excess Marine Liability	ProSight	\$18,000,000 of \$24,000,000
Excess Marine Liability	Starr	\$6,000,000 of \$24,000,000
Workers Compensation	QBE	Statutory
General Liability / Products	QBE	\$5,000,000
Umbrella Casualty	Chartis	US Global
Excess Liability	XL/Catlin/Iron-Starr	US Global
Fidelity Guarantee	Chubb	\$250,000
Motor Vehicle Fleet	Allianz	\$30,000,000
Pollution Legal Liability	Ace	\$50,000,000 of \$100,000,000
	XL	\$50,000,000 of \$100,000,000

Schedule 6.1.21
MATERIAL CONTRACTS

Joint Venture Contract for the establishment of Koppers (Jiangsu) Carbon Chemical Company Limited between Koppers International B.V. and Yizhou Group Company Limited dated September 10, 2012.

Indenture, by and among Koppers Inc., Koppers Holdings Inc., the Subsidiary Guarantors party thereto and Wells Fargo Bank, National Association, dated as of December 1, 2009.

Subscription Agreement by and between Koppers Inc. and Mr. Walter Turner dated December 1, 2009.

Exchange and Registration Rights Agreement by and among Koppers Inc., Koppers Holdings and the other guarantors party hereto, Goldman, Sachs & Co., Banc of America Securities LLC, RBS Securities Inc. and UBS Securities LLC, dated December 1, 2009.

Asset Purchase Agreement by and between Koppers Inc. and Koppers Company, Inc., dated as of December 28, 1988.

Asset Purchase Agreement Guarantee provided by Beazer PLC, dated as of December 28, 1988.

Employment agreement with Steven R. Lacy dated April 5, 2002.

Retirement Plan of Koppers Industries, Inc. and Subsidiaries for Salaried Employees.

Koppers Industries, Inc. Non-contributory Long Term Disability Plan for Salaried Employees.

Koppers Industries, Inc. Employee Savings Plan.

Koppers Industries, Inc. Survivor Benefit Plan.

Employment agreement with Brian H. McCurrie dated October 13, 2003.

Amendment and Restatement to Article VII of the Asset Purchase Agreement by and between Koppers Inc. and Beazer East, Inc., dated July 15, 2004.

2004 Restricted Stock Unit Plan.

Agreement and Plan of Merger dated as of November 18, 2004, by and among Koppers Inc., Merger Sub for KI Inc. and Koppers Holdings Inc. (f/k/a KI Holdings Inc.).

Form of Change in Control Agreement entered into as of October 20, 2005 between Koppers Holdings Inc. (f/k/a KI Holdings Inc.) and certain executive officers.

Amended and Restated 2005 Long Term Incentive Plan

Asset Purchase Agreement dated April 28, 2006 between Reilly Industries, Inc. and Koppers Inc.

Form of Amendment to Change in Control Agreement entered into as of May 25, 2006 between the Koppers Inc. and the named Executive.

Joint Venture Contract in relation to the establishment of Tangshan Koppers Kailuan Carbon Chemical Co., LTD, among Kailuan Clean Coal Company Limited, Koppers Mauritius, and Tangshan Iron & Steel Co. Ltd.

Koppers Holdings Inc. Benefit Restoration Plan.

Purchase Agreement dated as of August 3, 2008 by and among Koppers Inc., Carbon Investments, Inc., and ArcelorMittal S.A.

Koppers Inc. Supplemental Executive Retirement Plan I.

Koppers Inc. Supplemental Executive Retirement Plan II.

Amendment to Employment Agreement with Steven R. Lacy effective as of January 1, 2009.

Amendment to Employment Agreement with Brian H. McCurrie effective as of January 1, 2009.

Amendment to Koppers Holdings Inc. Benefit Restoration Plan effective as of January 1, 2009.

Amendment to the Employee Savings Plan of Koppers Inc. and Subsidiaries effective as of January 1, 2008.

Amendment to the Retirement Plan for Koppers Inc. effective January 1, 2008.

Senior Management Corporate Incentive Plan.

Management Incentive Plan.

Restricted Stock Unit Issuance Agreement – Time Vesting.

Restricted Stock Unit Issuance Agreement – Performance Vesting.

Notice of Grant of Stock Option.

Amendment #2 to Employment Agreement with Brian H. McCurrie effective May 1, 2010.

Form of Koppers Holdings Inc. Restricted Stock Unit Issuance Agreement Non-Employee Director –Time Vesting.

Letter Agreement dated October 4, 2006.

Summary of Terms and Conditions of Employment for Mark R. McCormack.

Amendment No. 1 to Change in Control Agreement by and between Leroy M. Ball, Jr. and the Company, dated December 19, 2012.

Amendment No. 3 to Change in Control Agreement by and between Thomas D. Loadman and the Company dated December 19, 2012.

Amendment No. 2 to Employment Agreement with Steven R. Lacy effective December 19, 2012.

Amendment No. 3 to Employment Agreement with Brian McCurrie effective December 19, 2012.

Amendment No. 3 to Employment Agreement with Brian McCurrie effective December 19, 2012.

Employment Agreement between Koppers Inc. and Walter W. Turner effective January 1, 2013.

2013 Restricted Stock Unit Issuance Agreement – Time Vesting for Walter W. Turner.

2013 Restricted Stock Unit Issuance Agreement – Performance Vesting for Walter W. Turner.

2013 Notice of Grant of Stock Option for Walter W. Turner.

EMPLOYEE BENEFIT PLAN DISCLOSURES

None.

SCHEDULE 6.1.25

ENVIRONMENTAL DISCLOSURES

Section 6.1.25(i):

- 1) In July 2008, the Illinois EPA (“IEPA”) issued two Notices of Violation to the Stickney, Illinois facility alleging improper management of hazardous materials and demanding an investigation of the site. One notice was for the owned portion of the site (38 acres) and one Notice was for the leased terminal. Subsequently, the terminal owner, Metropolitan Water Reclamation District (“MWRD”) issued a Default Notice on the lease and demanded Koppers cure the default within 90 days. Koppers, Inc. (the “Company”) has met with IEPA and gained consensus on a work plan for investigation for both sites. MWRD indicates they will not pursue the default notice unless the Company fails to comply with IEPA requirements for the investigation and remediation.
- 2) In February 2007, the United States Environmental Protection Agency (“EPA” or “USEPA”) Region IV issued an Information Request to both the Company and Beazer East, Inc. regarding the investigation and remediation of the Grenada, Mississippi facility. In subsequent meetings, the parties agreed to additional investigation to address alleged information gaps in the on-going investigation.
- 3) **Portland Harbor Superfund**. The Company has been named as one of the potentially responsible parties (“PRPs”) at the Portland Harbor CERCLA site located on the Willamette River in Oregon. The Company currently operates a coal tar pitch terminal near the site. The Company has responded to an EPA information request and has executed a PRP agreement which outlines the process to develop an allocation of past and future costs among more than 80 parties to the site. The Company believes that it is a *de minimus* contributor at the site. Additionally, a separate natural resources damages assessment (“NRDA”) is being conducted by a local trustee group. The NRDA is intended to identify further information necessary to estimate liabilities for remediation based settlements of national resource damages (“NRD”) claims. The Company may also incur liabilities under the NRD process and has entered into a separate process to develop an allocation of NRD cost.

On March 30, 2012, a draft Feasibility Study (“FS”) was submitted to EPA by the Lower Willamette Group (“LWG”), a group of certain PRPs which has been conducting the investigation of the site. The draft FS identifies ten possible remedial alternatives which range in cost from approximately \$170 million to \$1.8 billion. The FS does not determine who is responsible for remediation costs or select remedies. The FS is under review by the EPA which will issue a final decision on the nature and extent of the final remediation. Responsibility for implementing and funding that work will be decided in a separate allocation process.

Other than the estimated costs of participating in the PRP group at the Portland Harbor CERCLA site, the Company has not provided a reserve for this matter because there has not been a determination of the total cost of the investigation, the remediation that will be required, the amount of natural resources damages or how those costs will be allocated

among the PRPs. Accordingly, the Company believes that it cannot reasonably determine the probability of a loss, and the amount of loss, if any, cannot be reasonably estimated. An unfavorable resolution of this matter may have a material adverse effect on the Company's business, financial condition, cash flows and results of operations.

- 4) **Newark Bay Superfund**. In September 2009, the Company received a general notice letter notifying it that it may be a PRP at the Newark Bay CERCLA site. In January 2010, Koppers Inc. submitted a response to the general notice letter asserting that Koppers Inc. is a *de minimus* party at this site.
Other than the estimated costs of participating in the PRP group at the Newark Bay CERCLA site, the Company has not provided a reserve for this matter because there has not been a determination of the total cost of the investigation, the remediation that will be required, the amount of natural resources damages or how those costs will be allocated among the PRPs. Accordingly, the Company believes that it cannot reasonably determine the probability of a loss, and the amount of loss, if any, cannot be reasonably estimated. An unfavorable resolution of this matter may have a material adverse effect on the Company's business, financial condition, cash flows and results of operations.
- 5) In addition, the Company has been notified that it is a PRP in the following site and has joined the PRP group at the following site:
 - a. **LWD, Calvert City, Kentucky** - In 2009, USEPA accepted completion of remedial activities at the site. Subsequently, the Kentucky Department of Environmental Protection ("KYDEP") identified additional potential work areas. Final costs and a consent order are being prepared to complete the PRP's approved scope of work and operation and maintenance ("O&M") plan for these areas. The PRPs and other settling parties have signed an agreement with USEPA to settle USEPA's claim for past recovery cost reimbursement. The agreement will be finalized by USEPA and issued for public comments in the near future. The PRP Group's and USEPA's tolling agreements with non-settling parties expired on 12/31/2012 and the PRPs filed suit against non-settling parties at that time. The Company does not believe that on an individual basis this matter would have a material adverse effect on the Company's business, financial condition, cash flows and results of operations.
- 6) See also Item 2 (*Gainesville* matter) on Schedule 6.1.7

Section 6.1.25(ii):

Follansbee, WV NPDES – a permit was issued in February 2013 with modified discharge limits on certain parameters which the Company cannot currently meet. The Company has appealed the modified discharge limits on those certain parameters (and certain other minor matters) and is working with the West Virginia DEP to resolve the issues.

Guthrie, KY air permit – As the result of installation of new equipment, Kentucky required the Company to perform air emission testing. The results of such testing are in discussion and may result in modified permit limits.

Clairton, PA air permit – While developing Title V Application for the facility, the facility discovered permits initiated by former owners which are not a part of the current permit application. The Company is working with the Allegheny County Health Department to resolve the issues associated with these permits with the goal of obtaining the required Title V Permit.

Section 6.1.25(iii):

Follansbee, WV NPDES - a permit was issued in February 2013 with modified discharge limits on certain parameters which the Company cannot currently meet. The Company has appealed the modified discharge limits on those certain parameters (and certain other minor matters) and is working with the West Virginia DEP to resolve the issues.

Section 6.1.25(vii):

There may be structures, improvements, equipment, fixtures, impoundments, pits, lagoons, or aboveground or underground storage tanks which are owned by a Loan Party (by virtue of the acquisition of a Property), but that are not currently operated by an Loan Party which may contain Regulated Substances other than conforming to the descriptions contained in Section 6.1.25(vii).

Section 6.1.25(ix):

The Company has been notified that it is a PRP at the following site:

- 1) LWD, Calvert City, Kentucky

Section 6.1.25(x):

- 1) Properties owned or operated by the Borrower that are on the NPL: Florence, South Carolina (200 acres of owned property); Gainesville, Florida (86 acres of owned property); Galesburg, Illinois (125 acres of leased property).
- 2) Properties owned or operated by the Borrower at which a RCRA Facility Investigation, Corrective Action Study and/or Corrective Action is underway: Denver, Colorado (64 acres of owned property); Follansbee, West Virginia (32 acres of owned property); Green Spring, West Virginia (98 acres of owned property); Grenada, Mississippi (154 acres of owned property); Guthrie, Kentucky (122 acres of owned property); Montgomery, Alabama (84 acres of owned property); 1 North Little Rock, Arkansas (148 acres of owned property); Portland, Oregon (6 acres of leased property); Roanoke, Virginia (91 acres of owned property); Somerville, Texas (244 acres of owned property); Superior, Wisconsin (120 acres of owned property); Susquehanna, Pennsylvania (109 acres of owned property); Woodward, Alabama (23 acres of owned property); Florence, South Carolina (listed on NPL, but being remediated under RCRA).

- 3) Properties owned or operated by the Borrower that are being investigated under Environmental Laws other than CERCLA or RCRA: Clairton, Pennsylvania (17 acres of owned property) – Pursuant to Pennsylvania Clean Streams Law; Stickney, Illinois (38 acres of owned property) – voluntary site investigation at the request of the IEPA; Stickney, Illinois (7.89 acres of leased land) – Illinois site remediation program.
- 4) Properties owned or operated by the Borrower which have known CERCLA or RCRA sites located adjacent: Gainesville, Florida – Cabot Carbon (CERCLA); Denver, Colorado – Broderick wood treating site (CERCLA); Denver, Colorado – Dewey Lake (to the knowledge of any Loan Party Dewey Lake has not yet been identified or proposed to be identified on any such list, but some investigatory work has been done); Clairton, Pennsylvania – USS Clairton Works (RCRA); Portland, Oregon – Portland Harbor (CERCLA); Woodward, Alabama – Beazer Coke Plant (RCRA); Grenada, Mississippi – Heatcraft (RCRA).

Note: All Properties subject to a Remedial Action either have a land use restriction filed, recorded or imposed, or can be expected to have a land use restriction filed, recorded or imposed, effectively restricting the use of the land to industrial use.

Section 6.1.25(xi):

Green Spring, West Virginia; Roanoke, Virginia; and Montgomery, Alabama are each located in a floodplain

SCHEDULE 7.1.1

MATTERS TO BE ADDRESSED BY OPINION(S) OF COUNSEL

The opinions of counsel shall confirm those representations and warranties contained in Section 6.1 of the Credit Agreement which are listed below:

6.1.1 Organization and Qualification

6.1.4 Power and Authority

6.1.5 Validity and Binding Effect

6.1.6 No Conflict

6.1.10 Margin Stock

6.1.13 Consents and Approvals

6.1.16 Security Interests

6.1.22 Investment Companies

Such other matters as the Administrative Agent may reasonably request

INSURANCE REQUIREMENTS RELATING TO THE COLLATERAL

COVENANTS:

At the request of the Administrative Agent, the Loan Parties shall deliver to the Administrative Agent and each of the Lenders (x) on the Closing Date and annually thereafter an original certificate of insurance signed by the Loan Parties' independent insurance broker describing and certifying as to the existence of the insurance on the Collateral required to be maintained by this Agreement and the other Loan Documents, together with a copy of the endorsement described in the next sentence attached to such certificate, and (y) from time to time a summary schedule indicating all insurance then in force with respect to each of the Loan Parties. Such policies of insurance shall contain special endorsements, in form and substance reasonably acceptable to the Administrative Agent, which shall include the provisions set forth below or are otherwise in form reasonably acceptable to the Administrative Agent in its discretion. The applicable Loan Parties shall notify the Administrative Agent promptly of any occurrence causing a material loss or decline in value of the Collateral and the estimated (or actual, if available) amount of such loss or decline. Except for monies which the applicable Loan Party is entitled to use for replacement or rebuilding as permitted herein, any monies received by the Administrative Agent constituting insurance proceeds for the Collateral may, at the option of the Administrative Agent, (i) be applied by the Administrative Agent to the payment of the Loans in such manner as the Administrative Agent may reasonably determine, or (ii) be disbursed to the applicable Loan Parties on such terms as are deemed appropriate by the Administrative Agent for the repair, restoration and/or replacement of property in respect of which such proceeds were received.

Except in the case of liability insurance and workmen's compensation insurance relating to the Collateral owned by the Loan Parties:

(a) provided no Event of Default or Potential Default exists, all insurance proceeds for losses of \$10,000,000 or less shall be adjusted with and payable to the applicable Loan Parties,

(b) provided no Event of Default or Potential Default exists, all insurance proceeds for losses greater than \$10,000,000 but less than \$30,000,000 shall be adjusted with and payable to the applicable Loan Parties and shall be either used by the Loan Parties within 180 days of the receipt of such proceeds to rebuild or replace the property subject to such loss (provided that the Loan Parties shall have provided to the Administrative Agent within 60 days of the receipt of such proceeds satisfactory evidence of such Loan Parties' commitment to rebuild or replace such property in the form of executed purchase orders, construction contracts and the like) or applied as a mandatory prepayment of the Loans in accordance with the provisions of Section 5.7.2 [Application Among Loans and Interest Rate Options]; and

(c) all insurance proceeds for losses of \$30,000,000 or more shall be adjusted with the applicable Loan Parties and payable to the Administrative Agent; provided that in the event of such a loss under this clause (iii), the Loan Parties may provide the Administrative Agent with a written request within 10 days of such loss that the Loan Parties be permitted to use the insurance proceeds associated with such loss for rebuilding or replacing the property subject to such loss, and upon receipt of such request, the Administrative Agent shall distribute such request to the Lenders, which shall have 15 days to decide whether to approve or deny such request, and,

(i) in the event that the Required Lenders approve such request, the Administrative Agent shall provide notice of such approval to the Borrower, and

the Borrower shall have 180 days from the receipt of such proceeds to rebuild or replace the property subject to such loss (provided that the Loan Parties shall have provided to the Administrative Agent within 60 days of the receipt of such proceeds satisfactory evidence of such Loan Parties' commitment to rebuild or replace such property in the form of executed purchase orders, construction contracts and the like),

(ii) in the event that the Required Lenders fail to approve such request or the Loan Parties fail to reinvest such funds within 180 days from the date of receipt of such proceeds (or fail to provide the Administrative Agent with satisfactory evidence of such parties' commitment to rebuild or replace such property within 60 days of the receipt of such proceeds), such proceeds shall be applied as a mandatory prepayment of the Loans in accordance with the provisions of Section 5.5.3,

(iii) include effective waivers by the insurer of all claims for insurance premiums against the Administrative Agent,

(iv) provide that no cancellation of such policies by reason of non-payment of premium shall be effective until at least ten (10) days after receipt by the Administrative Agent of written notice of such cancellation,

(v) provide that no cancellation of such policies for any reason (other than non-payment of premium) nor any change therein shall be effective until at least thirty (30) days after receipt by the Administrative Agent of written notice of such cancellation or change,

(vi) be primary without right of contribution of any other insurance carried by or on behalf of any additional insureds with respect to their respective interests in the Collateral, and

(vii) provide that inasmuch as the policy covers more than one insured, all terms, conditions, insuring agreements and endorsements (except limits of liability) shall operate as if there were a separate policy covering each insured.

ENDORSEMENTS:

(i) specify the Administrative Agent as an additional insured and lender loss payee as its interests may appear, with the understanding that any obligation imposed upon the insured (including the liability to pay premiums) shall be the sole obligation of the applicable Loan Parties and not that of the insured,

(ii) with respect to all property insurance policies, provide that the interest of the Lenders shall be insured regardless of any breach or violation by the applicable Loan Parties of any warranties, declarations or conditions contained in such policies or any action or inaction of the applicable Loan Parties or others insured under such policies, except that the insurer shall not be obligated to maintain the insurance if the breach consists of non-payment of premiums which continues for ten (10) days after written notice to Administrative Agent,

(iii) provide a waiver of any right of the insurers to set off or counterclaim or any other deduction, whether by attachment or otherwise,

(iv) provide that any and all rights of subrogation which the insurers may have or acquire against the Loan Parties shall be, at all times and in all respects, junior and subordinate to the prior Payment In Full of the Indebtedness hereunder and that no insurer shall exercise or assert any right of subrogation until such time as the Indebtedness hereunder has been Paid In Full and the Commitments have terminated,

(v) provide that no cancellation of such policies by reason of non-payment of premium shall be effective until at least ten (10) days after receipt by the Administrative Agent of written notice of such cancellation,

(vi) provide that no cancellation of such policies for any reason (other than non-payment of premium) nor any change therein shall be effective until at least thirty (30) days after receipt by the Administrative Agent of written notice of such cancellation or change,

(vii) be primary without right of contribution of any other insurance carried by or on behalf of any additional insureds with respect to their respective interests in the Collateral, and

(viii) provide that inasmuch as the policy covers more than one insured, all terms, conditions, insuring agreements and endorsements (except limits of liability) shall operate as if there were a separate policy covering each insured.

SCHEDULE 8.2.1

PERMITTED INDEBTEDNESS

	Total Facility	Total Drawn As of Amended and Restated Credit Agreement Effective Date*
<u>United States (all amounts in U.S. Dollars)</u>		
Koppers Inc. – (Financing of Insurance Premiums)	(not to exceed	
Bank Direct Capital Finance / AFCO Premium Credit LLC	\$10 million depending on premium amount)	(not to exceed \$10 million)
PNC Visa Procurement Card	\$ 2,200,000	\$ 1,100,000
Bank of America, NA –Uncommitted Banker’s Undertaking Facility and Uncommitted Overdraft Facility to Koppers Australia Pty, Limited	A\$11,000,000	A\$ 960,415
<u>Europe (currency as specified below)</u>		
Koppers Europe and its Subsidiaries - Den Danske Bank	(£) 4,000,000	(£) 808,464
<u>Koppers Inc. Capital Leases</u>		
Dell	\$ 19,377.30	\$ 19,377.30

The following intercompany loans

Loan by Koppers World-Wide Ventures Corporation to Koppers Australia Holding Company Pty. Ltd. – AU\$64 million

Loan by Koppers World Wide Ventures Corporation to Koppers Mauritius - USD \$4.1 million

Loan by Koppers Assurance Inc. to Koppers Inc. – USD \$38.9 million

Advance accounts (loans) by Koppers Inc. to wood raw material suppliers totaling USD \$3,140,393.26 as of 2/28/13

Loan by Koppers European Holdings ApS to Koppers Denmark ApS - DKK 0.6 Million

Loan by Koppers Europe ApS to Koppers Denmark ApS to–DKK 2.4 Million

Loan by Koppers Denmark ApS to Koppers International B.V. –DKK 91.8 million.

Loan by Koppers Tar Tech International ApS to Koppers Denmark ApS –DKK 3.0 million

Loan by Koppers UK Limited to Koppers International B.V. - GBP 20 Million

Loan by Koppers Mauritius to Tangshan Koppers Kailuan Carbon & Chemical Co Ltd- USD \$9.5 million

SCHEDULE 8.2.3**GUARANTIES**

<u>Guarantor</u>	<u>Primary Obligor</u>	<u>Lender / Guarantee</u>	<u>Amount</u>
Koppers Inc.	Koppers Europe	Den Danske Bank	£4,000,000
Koppers Inc.	Koppers Employees (multiple)	American Express	\$ 200,000
Koppers Inc.	Koppers International B.V.	Vos Logistics Uithoorn B.V.	€ 500,000
Koppers Inc.	Koppers International B.V.	Koppers UK Ltd	\$6,000,000

SCHEDULE 8.2.4

PERMITTED LOANS AND INVESTMENTS

Amounts as of 2/28/13

United States (currency as noted) –

Investment by Koppers Inc. in Koppers Assurance, Inc. - US\$0.5 million

Investment by Koppers World-Wide Ventures Corporation in Koppers Australia Holding Company Pty. Ltd. – US\$3.5 million

Investment by Koppers World-Wide Ventures Corporation in Koppers Ventures LLC - US\$21.8 million

Investment by Koppers World-Wide Ventures Corporation in Koppers World-Wide Holdings C.V. – US\$0.1 million

Investment by Koppers Ventures LLC in Koppers World-Wide Holdings C.V. – US\$21.8 million (related to the Investment by Koppers World-Wide Ventures Corporation in Koppers Ventures LLC of US\$21.8 million)

Investment by Koppers Concrete Products, Inc. in KSA Limited Partnership – US\$33,170

Investment by Concrete Partners, Inc. in KSA Limited Partnership – US\$1.9 million

Loan by Koppers Concrete Products, Inc. in KSA Limited Partnership – US\$4,500

Loan by Concrete Partners, Inc. in KSA Limited Partnership – US\$220,500

Loan by Koppers World-Wide Ventures Corporation to Koppers Australia Holding Company Pty. Ltd. – AU\$64 million

Loan by Koppers World-Wide Ventures Corporation to Koppers Mauritius US\$4.1 million

Advance accounts (loans) by Koppers Inc. to wood raw material suppliers totaling US\$3,140,393.26 and replacements thereof

Loan by Koppers World-Wide Ventures Corporation to Koppers Inc. – US\$5.7 million

Loan by Koppers Assurance, Inc. to Koppers Inc. - US\$38.9 million

Mauritius (all amounts in U.S. Dollars)

Investment by Koppers Mauritius in Koppers (China) Carbon & Chemical Co. Ltd - \$7.3 million

Investment by Koppers Mauritius in Tangshan Koppers Kailuan Carbon & Chemical Co. Ltd - \$3.8 million

Investment by Koppers Mauritius in Koppers India Carbon Materials & Chemical Private Limited - \$0.1 million

Loan by Koppers Mauritius to Tangshan Koppers Kailuan Carbon & Chemical Co. Ltd - \$9.5 million

Australia (all amounts in Australian Dollars)

Investment by Koppers Australia Holding Company Pty. Ltd. in Koppers Australia Pty. Ltd. – AU\$81.5 million

Investment by Koppers Australia Pty. Ltd. in Koppers Carbon Materials & Chemicals Pty. Ltd. – AU\$9.2 million

Investment by Koppers Australia Pty. Ltd. in Continental Carbon Australia Pty. Ltd. – AU\$8.7 million

Investment by Koppers Australia Pty. Ltd. in Koppers Wood Products Pty. Ltd. – AU\$7.1 million

Investment by Koppers Australia Pty. Ltd. in Koppers Mauritius – AU\$19.5 million

Investment by Koppers Australia Pty. Ltd. in Koppers (Beijing) Chemical Co., Ltd. – AU\$0.1 million

Europe (currency as noted)

Investment by Koppers Europe ApS in Koppers Denmark ApS – DKK 49.0 million

Investment by Koppers Denmark ApS in Koppers Tar Tech International ApS – DKK 0.2 million

Investment by Koppers Denmark ApS in Koppers European Holdings ApS – DKK 0.6 million

Investment by Koppers European Holdings ApS in Koppers Poland Sp. Z.o.o. – DKK 0.5 million

Investment by Koppers European Holdings ApS in Koppers UK Holding Ltd. – DKK 6 million

Investment by Koppers UK Holding Ltd. in Koppers UK Limited – GBP 11.8 million

Investment by Koppers UK Limited in Koppers Lambson Ltd. – GBP 0.1 million

Investment by Koppers UK Limited in Koppers UK Transport Ltd. – GBP 0.3 million

Investment by Koppers World-Wide Holdings C.V. in Koppers International B.V. – Euro 9.7 million

Investment by Koppers International B.V. in Koppers Netherlands B.V. – Euro 18.0 million

Investment by Koppers International B.V. in Koppers Europe ApS – Euro 21.4 million

Investment by Koppers International B.V. in Koppers S.a.r.l. Luxembourg – Euro 0.1 million

Investment by Koppers International B.V. in Koppers (Tianjin) Trading Co., Ltd (China) – Euro 0.2 million

Investment by Koppers International B.V. in Koppers (Jiangsu) Carbon Chemical Co., Ltd (China) – Euro 7.7 million

Loan by Koppers European Holdings ApS to Koppers Denmark ApS - DKK 0.6 million

Loan by Koppers Europe ApS to Koppers Denmark ApS to–DKK 2.4 million

Loan by Koppers Denmark ApS to Koppers International B.V. –DKK 91.8 million

Loan by Koppers Tar Tech International ApS to Koppers Denmark ApS –DKK 3.0 million

Loan by Koppers UK Ltd to Koppers International B.V. GBP 20 million

PERMITTED PARTNERSHIPS, LLC'S, JOINT VENTURES

KSA Limited Partnership (owned 1% by Koppers Concrete Products, Inc., 49% by Concrete Partners Inc. and 50% by Sherman-Abetong, Inc

Koppers Ventures LLC is General Partner of Koppers World-Wide Holdings C.V. (1% Share)

BUSINESS DESCRIPTIONS

Koppers Holdings Inc. was incorporated in November 2004 as a holding company for Koppers Inc. (Koppers). Koppers is a leading integrated global provider of carbon compounds and commercial wood treatment products and services. Their products are used in a variety of niche applications in a diverse range of end-markets, including the aluminum, railroad, specialty chemical, utility, concrete and steel industries. Koppers serves their customers through a comprehensive global manufacturing and distribution network, with manufacturing facilities located in the United States, Australia, China, the United Kingdom, the Netherlands and Denmark.

Koppers operates two principal business segments: Carbon Materials & Chemicals and Railroad & Utility Products.

Their operations are, to a substantial extent, vertically integrated. Through its Carbon Materials & Chemicals business, they process coal tar into a variety of products, including carbon pitch, creosote, naphthalene and phthalic anhydride, which are intermediate materials necessary in the production of aluminum, the pressure treatment of wood, the production of high strength concrete, and the production of plasticizers and specialty chemicals, respectively. Through its Railroad & Utility Products business, they are the largest supplier of railroad crossties to the North American railroads.

EXHIBIT 1.1(A)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Amended and Restated Credit Agreement identified below (as the same may be further amended, restated, modified, or supplemented, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including, without limitation, any Letters of Credit and guarantees included in such facilities), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

- 12. ASSIGNOR: _____
- 13. ASSIGNEE: _____
[and is an Affiliate of [identify Lender]]
- 14. BORROWER: KOPPERS INC.
- 15. ADMINISTRATIVE AGENT: PNC BANK, NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement

16. AMENDED AND RESTATED CREDIT AGREEMENT: The Amended and Restated Credit Agreement dated as of March 27, 2013 among Koppers Inc., the Lenders party thereto, the Guarantors party thereto and PNC Bank, National Association, as Administrative Agent.

17. ASSIGNED INTEREST:

<u>Facility Assigned</u>	<u>Aggregate Amount of Commitment for all Lenders</u>	<u>Amount of Commitment Assigned</u>	<u>Percentage Assigned of Commitment/Loans²</u>	<u>CUSIP Number</u>
Revolving Credit Commitment	\$	\$	%	50060JAA8

18. [TRADE DATE: _____]³

Effective Date: _____, 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]⁴

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

 By: _____
 Name: _____
 Title: _____

ASSIGNEE

 By: _____
 Name: _____
 Title: _____

² Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

³ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

⁴ Assignor shall pay a fee of \$3,500 to the Administrative Agent in connection with the Assignment and Assumption.

Consented to and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

[PNC BANK, NATIONAL ASSOCIATION, ⁵]
as Issuing Lender

By: _____
Name: _____
Title: _____

Consented to:⁶

KOPPERS INC., a Pennsylvania corporation

By: _____
Name: _____
Title: _____

⁵ _____
If applicable.

⁶ _____
If applicable.

ANNEX 1

REVOLVING CREDIT FACILITY

STANDARD TERMS AND CONDITIONS

FOR ASSIGNMENT AND ASSUMPTION AGREEMENT

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is **[not]** a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an eligible assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 8.3 [Reporting Requirements] thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption Agreement and to purchase such Assigned Interest and (vii) if Assignee is not incorporated or organized under the Laws of the United States of America or a state thereof, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem

appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to the Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

GUARANTOR JOINDER AND ASSUMPTION AGREEMENT

THIS GUARANTOR JOINDER AND ASSUMPTION AGREEMENT is made as of _____, 20____, by _____, a
[corporation/partnership/limited liability company] (the “**New Guarantor**”).

Background

Reference is made to: (i) the Amended and Restated Credit Agreement dated as of March 27, 2013 (as the same may be further modified, supplemented or amended, the “**Credit Agreement**”) by and among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), PNC Bank, National Association, in its capacity as administrative agent for the Lenders party thereto (in such capacity, the “**Administrative Agent**”), the Guarantors party thereto, and the Lenders party thereto, (ii) the Amended and Restated Continuing Agreement of Guaranty and Suretyship dated as of March 27, 2013 (as the same may be further modified, supplemented or amended, the “**Guaranty**”) of the Guarantors issued to the Lenders and the Administrative Agent, (iii) the Amended and Restated Security Agreement, dated as of March 27, 2013 (as the same may be further restated, modified, supplemented or amended from time to time, the “**Security Agreement**”), among the Borrower and the Guarantors in favor of the Administrative Agent, (iv) **[INSERT AS APPLICABLE: the Amended and Restated Pledge Agreement, dated as of March 27, 2013 (as the same may be further restated, modified, supplemented or amended from time to time, the “Pledge Agreement”), among the Borrower and the Guarantors party thereto in favor of the Administrative Agent, (v) the Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of March 27, 2013 (as the same may be further restated, modified, supplemented or amended from time to time, the “Patent, Trademark and Copyright Security Agreement”), among the Borrower and the Guarantors party thereto in favor of the Administrative Agent, (vi)]** the Amended and Restated Intercompany Subordination Agreement, dated as of March 27, 2013, among the Borrower and the Guarantors (as the same may be further restated, modified, supplemented, or amended from time to time, the “**Intercompany Subordination Agreement**”), and **[(v) / (vii)]** the other Loan Documents referred to in the Credit Agreement, as the same may be modified, supplemented, or amended.

Agreement

Capitalized terms defined in the Credit Agreement are used herein as defined therein. In consideration of the New Guarantor becoming a Guarantor under the terms of the Credit Agreement and in consideration of the value of the direct and indirect benefits received by New Guarantor as a result of becoming affiliated with the Borrower and the Guarantors, the New Guarantor hereby agrees that effective as of the date hereof it hereby is, and shall be deemed to be, a Guarantor under the Credit Agreement, the Guaranty, the Security Agreement, **[INSERT AS APPLICABLE: the Pledge Agreement, the Patent, Trademark and Copyright Security Agreement,]** the Intercompany Subordination Agreement, and each of the other Loan Documents to which the Guarantors are a party, and agrees that from the date hereof and so long as any Loan or any Commitment of any Lender shall remain outstanding and until the Payment

In Full, New Guarantor has assumed the joint and several obligations of a “Guarantor” under, and New Guarantor shall perform, comply with and be subject to and bound by, jointly and severally, each of the terms, provisions and waivers of the Credit Agreement, the Guaranty, the Security Agreement [**INSERT AS APPLICABLE: the Pledge Agreement, the Patent, Trademark and Copyright Security Agreement,**] the Intercompany Subordination Agreement, and each of the other Loan Documents which are stated to apply to or are made by a “Guarantor”. Without limiting the generality of the foregoing, the New Guarantor hereby represents and warrants that (i) each of the representations and warranties set forth in Article 6 of the Credit Agreement applicable to New Guarantor as a Guarantor is true and correct as to New Guarantor on and as of the date hereof, and (ii) New Guarantor has heretofore received a true and correct copy of the Credit Agreement, the Guaranty, and each of the other Loan Documents (including any modifications thereof or supplements or waivers thereto) in effect on the date hereof.

New Guarantor hereby makes, affirms, and ratifies in favor of the Lenders and the Administrative Agent the Credit Agreement, the Guaranty and each of the other Loan Documents given by the Guarantors to Administrative Agent and any of the Lenders.

New Guarantor is simultaneously delivering to the Administrative Agent the following documents together with the Guarantor Joinder required under Section 8.2.9 [Subsidiaries, Partnerships and Joint Ventures], and Section 11.13 [Joinder of Guarantors] of the Credit Agreement:

Updated Schedules to Credit Agreement. [**Note: updates to schedules do not cure any breach of warranties**].

<u>Schedule No. and Description</u>	<u>Delivered</u>	<u>Not Delivered</u>
Schedule 6.1.1 - Qualifications To Do Business	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 6.1.3 - Subsidiaries	<input type="checkbox"/>	<input type="checkbox"/>
Opinion of Counsel (Schedule 7.1.1)	<input type="checkbox"/>	<input type="checkbox"/>
Any other Schedules to Credit Agreement that necessitate updates after giving effect to this Guarantor Joinder and Assumption Agreement	<input type="checkbox"/>	<input type="checkbox"/>

In furtherance of the foregoing, New Guarantor shall execute and deliver or cause to be executed and delivered at any time and from time to time such further instruments and documents and do or cause to be done such further acts as may be reasonably necessary in the reasonable opinion of the Administrative Agent to carry out more effectively the provisions and purposes of this Guarantor Joinder and Assumption Agreement.

This Guarantor Joinder and Assumption Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so

executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. New Guarantor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of signature pages hereof purporting to be signed on behalf of New Guarantor shall constitute effective and binding execution and delivery hereof by New Guarantor.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the New Guarantor has duly executed this Guarantor Joinder and Assumption Agreement and delivered the same to the Administrative Agent for the benefit of the Lenders, as of the date and year first above written with the intention that it constitute a sealed instrument.

By: _____ (SEAL)
Name: _____
Title: _____

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

AMENDED AND RESTATED CONTINUING
AGREEMENT OF GUARANTY AND SURETYSHIP

THIS AMENDED AND RESTATED CONTINUING AGREEMENT OF GUARANTY AND SURETYSHIP (this “**Guaranty**”), dated as of this 27th day of March, 2013, is jointly and severally given by **EACH OF THE UNDERSIGNED AND EACH OF THE OTHER PERSONS WHICH BECOMES A GUARANTOR HEREUNDER FROM TIME TO TIME** (each a “**Guarantor**” and collectively the “**Guarantors**”) in favor of **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders (the “**Administrative Agent**”) in connection with the Credit Agreement (as defined below).

WITNESSETH THAT:

WHEREAS, reference is made to that certain Amended and Restated Continuing Agreement of Guaranty and Suretyship, dated as of October 31, 2008, made by the Guarantors (as defined therein) party thereto in favor of the Administrative Agent, as heretofore amended (as so amended, the “**Existing Guaranty Agreement**”), executed and delivered pursuant to that certain Amended and Restated Credit Agreement, dated October 31, 2008, among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and the Administrative Agent, as heretofore amended (as so amended, the “**Existing Credit Agreement**”); and

WHEREAS, the parties desire to further amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be further restated, amended, modified or supplemented, the “**Credit Agreement**”, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them by the Credit Agreement and the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Guaranty) of even date herewith by and among the Borrower, the Guarantors, the Lenders (as defined therein) from time to time party thereto (the “**Lenders**”), and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have agreed to make certain financial accommodations and loans to the Borrower; and

WHEREAS, the obligation of the Administrative Agent and the Lenders to make loans under the Credit Agreement is subject to the conditions, among others, that the Guarantors amend and restate the Existing Guaranty Agreement and guaranty the Obligations to the Administrative Agent and the Lenders under the Credit Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

19. GUARANTIED OBLIGATIONS. TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDERS TO MAKE LOANS AND GRANT OTHER FINANCIAL

ACCOMMODATIONS TO THE BORROWER UNDER THE CREDIT AGREEMENT, EACH GUARANTOR HEREBY JOINTLY AND SEVERALLY UNCONDITIONALLY, AND IRREVOCABLY, GUARANTIES TO THE ADMINISTRATIVE AGENT, EACH LENDER AND ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT; AND BECOMES SURETY, AS THOUGH IT WAS A PRIMARY OBLIGOR FOR, THE FULL AND PUNCTUAL PAYMENT AND PERFORMANCE WHEN DUE (WHETHER ON DEMAND, AT STATED MATURITY, BY ACCELERATION, OR OTHERWISE AND INCLUDING ANY AMOUNTS WHICH WOULD BECOME DUE BUT FOR THE OPERATION OF AN AUTOMATIC STAY UNDER THE FEDERAL BANKRUPTCY CODE OF THE UNITED STATES OR ANY SIMILAR LAWS OF ANY COUNTRY OR JURISDICTION) OF ALL OBLIGATIONS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING: (A) ANY AND ALL OBLIGATIONS, LIABILITIES, AND INDEBTEDNESS FROM TIME TO TIME OF THE BORROWER, ANY OTHER GUARANTOR OR ANY OTHER SUBSIDIARY OF THE BORROWER TO THE ADMINISTRATIVE AGENT, ANY OF THE LENDERS OR ANY AFFILIATE OF ANY AGENT OR ANY LENDER UNDER OR IN CONNECTION WITH THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT, WHETHER FOR PRINCIPAL, INTEREST, FEES, INDEMNITIES, EXPENSES, OR OTHERWISE, AND ALL REFINANCINGS OR REFUNDINGS THEREOF, WHETHER SUCH OBLIGATIONS, LIABILITIES, OR INDEBTEDNESS ARE DIRECT OR INDIRECT, SECURED OR UNSECURED, JOINT OR SEVERAL, ABSOLUTE OR CONTINGENT, DUE OR TO BECOME DUE, WHETHER FOR PAYMENT OR PERFORMANCE, NOW EXISTING OR HEREAFTER ARISING (AND INCLUDING OBLIGATIONS, LIABILITIES, AND INDEBTEDNESS ARISING OR ACCRUING AFTER THE COMMENCEMENT OF ANY BANKRUPTCY, INSOLVENCY, REORGANIZATIONS, OR SIMILAR PROCEEDING WITH RESPECT TO THE BORROWER, ANY GUARANTOR OR ANY OTHER SUBSIDIARY OF THE BORROWER OR WHICH WOULD HAVE ARISEN OR ACCRUED BUT FOR THE COMMENCEMENT OF SUCH PROCEEDING, EVEN IF THE CLAIM FOR SUCH OBLIGATION, LIABILITY, OR INDEBTEDNESS IS NOT ENFORCEABLE OR ALLOWABLE IN SUCH PROCEEDING, AND INCLUDING ALL OBLIGATIONS, LIABILITIES, AND INDEBTEDNESS ARISING FROM ANY EXTENSIONS OF CREDIT UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS FROM TIME TO TIME, REGARDLESS WHETHER ANY SUCH EXTENSIONS OF CREDIT ARE IN EXCESS OF THE AMOUNT COMMITTED UNDER OR CONTEMPLATED BY THE LOAN DOCUMENTS OR ARE MADE IN CIRCUMSTANCES IN WHICH ANY CONDITION TO AN EXTENSION OF CREDIT IS NOT SATISFIED); (B) ALL REIMBURSEMENT OBLIGATIONS OF EACH OTHER LOAN PARTY AND ANY OTHER SUBSIDIARY OF THE BORROWER WITH RESPECT TO ANY ONE OR MORE LETTERS OF CREDIT ISSUED BY ANY ISSUING LENDER; (C) ALL INDEBTEDNESS, LOANS, OBLIGATIONS, EXPENSES AND LIABILITIES OF EACH OTHER LOAN PARTY OR ANY OTHER SUBSIDIARY OF THE BORROWER TO THE AGENTS OR ANY OF THE LENDERS, OR ANY OF THEIR RESPECTIVE AFFILIATES, ARISING OUT OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT PROVIDED BY THE ADMINISTRATIVE AGENT, ANY OF THE LENDERS OR SUCH AFFILIATES PURSUANT TO THE CREDIT AGREEMENT; (D) ANY SUMS ADVANCED BY OR OWING TO THE ADMINISTRATIVE

AGENT OR ANY OF THE LENDERS FOR ANY REASON RELATING TO THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY COLLATERAL RELATING THERETO, INCLUDING FOR INDEMNIFICATION, FOR MAINTENANCE, PRESERVATION, PROTECTION OR ENFORCEMENT OF, OR REALIZATION UPON, THE COLLATERAL OR OTHER COLLATERAL SECURITY OR ANY ONE OR MORE GUARANTIES, AND FOR ENFORCEMENT, COLLECTION, OR PRESERVATION OF THE RIGHTS OF THE ADMINISTRATIVE AGENT AND THE LENDERS, AND REGARDLESS WHETHER BEFORE OR AFTER DEFAULT OR THE ENTRY OF ANY JUDGMENT; (E) ANY OBLIGATION OR LIABILITY OF ANY OTHER LOAN PARTY OR ANY OTHER SUBSIDIARY OF THE BORROWER ARISING OUT OF OVERDRAFTS ON DEPOSITS OR OTHER ACCOUNTS OR OUT OF ELECTRONIC FUNDS (WHETHER BY WIRE TRANSFER OR THROUGH AUTOMATED CLEARING HOUSES OR OTHERWISE) OR OUT OF THE RETURN UNPAID OF, OR OTHER FAILURE OF ANY AGENT OR ANY LENDER TO RECEIVE FINAL PAYMENT FOR, ANY CHECK, ITEM, INSTRUMENT, PAYMENT ORDER OR OTHER DEPOSIT OR CREDIT TO A DEPOSIT OR OTHER ACCOUNT, OR OUT OF ANY AGENT'S OR ANY LENDER'S NON-RECEIPT OF OR INABILITY TO COLLECT FUNDS OR OTHERWISE NOT BEING MADE WHOLE IN CONNECTION WITH DEPOSITORY OR OTHER SIMILAR ARRANGEMENTS, AND (F) ANY AMENDMENTS, EXTENSIONS, RENEWALS AND INCREASES OF OR TO ANY OF THE FOREGOING; NOTWITHSTANDING THE FOREGOING PROVISIONS IN THIS DEFINITION, "OBLIGATIONS" SHALL NOT INCLUDE EXCLUDED SWAP OBLIGATIONS (ALL OF THE FOREGOING OBLIGATIONS, LIABILITIES AND INDEBTEDNESS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "GUARANTIED OBLIGATIONS" AND EACH AS A "GUARANTIED OBLIGATION"); WITHOUT LIMITATION OF THE FOREGOING, ANY OF THE GUARANTIED OBLIGATIONS SHALL BE AND REMAIN GUARANTIED OBLIGATIONS ENTITLED TO THE BENEFIT OF THIS GUARANTY EVEN IF THE ADMINISTRATIVE AGENT OR ANY OF THE LENDERS (OR ANY ONE OR MORE ASSIGNEES OR TRANSFEREES THEREOF) FROM TIME TO TIME ASSIGN OR OTHERWISE TRANSFER ALL OR ANY PORTION OF THEIR RESPECTIVE RIGHTS AND OBLIGATIONS UNDER THE LOAN DOCUMENTS, OR ANY OTHER GUARANTIED OBLIGATIONS, TO ANY OTHER PERSON. IN FURTHERANCE OF THE FOREGOING, EACH GUARANTOR JOINTLY AND SEVERALLY AGREES AS FOLLOWS.

20. GUARANTY. EACH GUARANTOR HEREBY PROMISES TO PAY AND PERFORM ALL SUCH GUARANTIED OBLIGATIONS IMMEDIATELY UPON DEMAND OF THE ADMINISTRATIVE AGENT AND THE LENDERS OR ANY ONE OR MORE OF THEM. ALL PAYMENTS MADE HEREUNDER SHALL BE MADE BY EACH GUARANTOR IN IMMEDIATELY AVAILABLE FUNDS IN, AS APPLICABLE, U.S. DOLLARS OR THE APPLICABLE ORIGINAL CURRENCY, AND SHALL BE MADE WITHOUT SETOFF, COUNTERCLAIM, WITHHOLDING, OR OTHER DEDUCTION OF ANY NATURE.

21. OBLIGATIONS ABSOLUTE. THE OBLIGATIONS OF THE GUARANTORS HEREUNDER SHALL NOT BE DISCHARGED OR IMPAIRED OR OTHERWISE DIMINISHED BY ANY FAILURE, DEFAULT, OMISSION, OR DELAY, WILLFUL OR OTHERWISE, BY ANY LENDER, THE ADMINISTRATIVE AGENT, OR THE

BORROWER OR ANY OTHER OBLIGOR ON ANY OF THE GUARANTIED OBLIGATIONS, OR BY ANY OTHER ACT OR THING OR OMISSION OR DELAY TO DO ANY OTHER ACT OR THING WHICH MAY OR MIGHT IN ANY MANNER OR TO ANY EXTENT VARY THE RISK OF ANY GUARANTOR OR WOULD OTHERWISE OPERATE AS A DISCHARGE OF ANY GUARANTOR AS A MATTER OF LAW OR EQUITY. EACH OF THE GUARANTORS AGREES THAT THE GUARANTIED OBLIGATIONS WILL BE PAID AND PERFORMED STRICTLY IN ACCORDANCE WITH THE TERMS OF THE LOAN DOCUMENTS OR ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GUARANTOR HEREBY CONSENTS TO, AT ANY TIME AND FROM TIME TO TIME, AND THE JOINT AND SEVERAL OBLIGATIONS OF EACH GUARANTOR HEREUNDER SHALL NOT BE DIMINISHED, TERMINATED, OR OTHERWISE SIMILARLY AFFECTED BY ANY OF THE FOLLOWING:

21.1 Any lack of genuineness, legality, validity, enforceability or allowability (in a bankruptcy, insolvency, reorganization or similar proceeding, or otherwise), or any avoidance or subordination, in whole or in part, of any Loan Document or any of the Guarantied Obligations and regardless of any Law, regulation or order now or hereafter in effect in any jurisdiction affecting any of the Guarantied Obligations, any of the terms of the Loan Documents, or any rights of the Administrative Agent or the Lenders or any other Person with respect thereto;

21.2 Any increase, decrease, or change in the amount, nature, type or purpose of any of, or any release, surrender, exchange, compromise or settlement of any of the Guarantied Obligations (whether or not contemplated by the Loan Documents as presently constituted); any change in the time, manner, method, or place of payment or performance of, or in any other term of, any of the Guarantied Obligations; any execution or delivery of any additional Loan Documents; or any amendment, modification or supplement to, or renewals, extensions, refinancing or refunding of, any Loan Document or any of the Guarantied Obligations;

21.3 Any failure to assert any breach of or default under any Loan Document or any of the Guarantied Obligations; any extensions of credit in excess of the amount committed under or contemplated by the Loan Documents, or in circumstances in which any condition to such extensions of credit has not been satisfied; any other exercise or non-exercise, or any other failure, omission, breach, default, delay, or wrongful action in connection with any exercise or non-exercise, of any right or remedy against the Borrower or any other Person under or in connection with any Loan Document or any of the Guarantied Obligations; any refusal of payment or performance of any of the Guarantied Obligations, whether or not with any reservation of rights against any Guarantor; or any application of collections (including but not limited to collections resulting from realization upon any direct or indirect security for the Guarantied Obligations) to other obligations, if any, not entitled to the benefits of this Guaranty, in preference to Guarantied Obligations entitled to the benefits of this Guaranty, or if any collections are applied to Guarantied Obligations, any application to particular Guarantied Obligations;

21.4 Any taking, exchange, amendment, modification, waiver, supplement, termination, subordination, compromise, release, surrender, loss, or impairment of, or any failure

to protect, perfect, or preserve the value of, or any enforcement of, realization upon, or exercise of rights, or remedies under or in connection with, or any failure, omission, breach, default, delay, or wrongful action by the Administrative Agent or the Lenders, or any of them, or any other Person in connection with the enforcement of, realization upon, or exercise of rights or remedies under or in connection with, or, any other action or inaction by the Administrative Agent or the Lenders, or any of them, or any other Person in respect of, any direct or indirect security for any of the Guaranteed Obligations. As used in this Guaranty, “**direct or indirect security**” for the Guaranteed Obligations, and similar phrases, includes any collateral security, guaranty, suretyship, letter of credit, capital maintenance agreement, put option, subordination agreement, or other right or arrangement of any nature providing direct or indirect assurance of payment or performance of any of the Guaranteed Obligations, made by or on behalf of any Person;

21.5 Any merger, consolidation, liquidation, dissolution, winding-up, charter revocation, or forfeiture, or other change in, restructuring or termination of the corporate structure or existence of, the Borrower or any other Person; any bankruptcy, insolvency, reorganization or similar proceeding with respect to the Borrower or any other Person; or any action taken or election made by the Administrative Agent or the Lenders, or any of them (including but not limited to any election under Section 1111(b)(2) of the United States Bankruptcy Code), the Borrower, or any other Person in connection with any such proceeding;

21.6 Any defense, setoff, or counterclaim which may at any time be available to or be asserted by the Borrower or any other Person with respect to any Loan Document or any of the Guaranteed Obligations; or subject to Section 5 hereof, any discharge by operation of law or release of the Borrower or any other Person from the performance or observance of any Loan Document or any of the Guaranteed Obligations; or

21.7 Any other event or circumstance, whether similar or dissimilar to the foregoing, and whether known or unknown, which might otherwise constitute a defense available to, or limit the liability of, any Guarantor, a guarantor or a surety, excepting only Payment In Full.

Each Guarantor acknowledges, consents, and agrees that new Guarantors may join in this Guaranty pursuant to Section 11.13 [Joinder of Guarantors] of the Credit Agreement and each Guarantor affirms that its obligations shall continue hereunder undiminished. Each Guarantor consents to, and approves of, each of its Subsidiaries entering into and performing its obligations under the Loan Documents to which each such Subsidiary is a party.

22. WAIVERS, ETC. EACH OF THE GUARANTORS HEREBY WAIVES ANY DEFENSE TO OR LIMITATION ON ITS OBLIGATIONS UNDER THIS GUARANTY ARISING OUT OF OR BASED ON ANY EVENT OR CIRCUMSTANCE REFERRED TO IN SECTION 3 HEREOF. WITHOUT LIMITATION AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH GUARANTOR WAIVES EACH OF THE FOLLOWING:

22.1 All notices, disclosures and demand of any nature which otherwise might be required from time to time to preserve intact any rights against any Guarantor, including the following: any notice of any event or circumstance described in Section 3 hereof; any notice

required by any Law, regulation or order now or hereafter in effect in any jurisdiction; any notice of nonpayment, nonperformance, dishonor, or protest under any Loan Document or any of the Guaranteed Obligations; any notice of the incurrence of any Guaranteed Obligation; any notice of any default or any failure on the part of the Borrower or any other Person to comply with any Loan Document or any of the Guaranteed Obligations or any direct or indirect security for any of the Guaranteed Obligations; and any notice of any information pertaining to the business, operations, condition (financial or otherwise) or prospects of the Borrower or any other Person;

22.2 Any right to any marshalling of assets, to the filing of any claim against the Borrower or any other Person in the event of any bankruptcy, insolvency, reorganization or similar proceeding, or to the exercise against the Borrower or any other Person of any other right or remedy under or in connection with any Loan Document or any of the Guaranteed Obligations or any direct or indirect security for any of the Guaranteed Obligations; any requirement of promptness or diligence on the part of the Administrative Agent or the Lenders, or any of them, or any other Person; any requirement to exhaust any remedies under or in connection with, or to mitigate the damages resulting from default under, any Loan Document or any of the Guaranteed Obligations or any direct or indirect security for any of the Guaranteed Obligations; any benefit of any statute of limitations; and any requirement of acceptance of this Guaranty or any other Loan Document, and any requirement that any Guarantor receive notice of any such acceptance;

22.3 Any defense or other right arising by reason of any Law now or hereafter in effect in any jurisdiction pertaining to election of remedies (including but not limited to anti-deficiency laws, "one action" laws or the like), or by reason of any election of remedies or other action or inaction by the Administrative Agent or the Lenders, or any of them (including but not limited to commencement or completion of any judicial proceeding or nonjudicial sale or other action in respect of collateral security for any of the Guaranteed Obligations), which results in denial or impairment of the right of the Administrative Agent or the Lenders, or any of them, to seek a deficiency against the Borrower or any other Person or which otherwise discharges or impairs any of the Guaranteed Obligations; and

22.4 Any and all defenses any Guarantor may now or hereafter have based on principles of suretyship, impairment of collateral, or the like.

23. REINSTATEMENT. THIS GUARANTY IS A CONTINUING OBLIGATION OF EACH OF THE GUARANTORS AND SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THAT NO GUARANTIED OBLIGATIONS MAY BE OUTSTANDING FROM TIME TO TIME AND NOTWITHSTANDING ANY OTHER EVENT OR CIRCUMSTANCE. UPON TERMINATION OF ALL COMMITMENTS, THE EXPIRATION OF ALL LETTERS OF CREDIT AND PAYMENT IN FULL, THIS GUARANTY SHALL TERMINATE; PROVIDED, HOWEVER, THAT THIS GUARANTY SHALL CONTINUE TO BE EFFECTIVE OR BE REINSTATED, AS THE CASE MAY BE, ANY TIME ANY PAYMENT OF ANY OF THE GUARANTIED OBLIGATIONS IS RESCINDED, RECOUPED, AVOIDED, OR MUST OTHERWISE BE RETURNED OR RELEASED BY ANY LENDER OR THE ADMINISTRATIVE AGENT UPON OR DURING THE INSOLVENCY, BANKRUPTCY, OR REORGANIZATION OF, OR ANY SIMILAR PROCEEDING AFFECTING, THE BORROWER OR ANY OTHER PERSON, OR FOR ANY OTHER REASON WHATSOEVER, ALL AS THOUGH SUCH PAYMENT HAD NOT BEEN MADE AND WAS DUE AND OWING.

24. SUBROGATION. EACH GUARANTOR WAIVES AND AGREES IT WILL NOT EXERCISE ANY RIGHTS AGAINST THE BORROWER OR ANY OTHER GUARANTOR OR ANY OF THEIR RESPECTIVE SUBSIDIARIES ARISING IN CONNECTION WITH, OR ANY COLLATERAL SECURING, THE GUARANTIED OBLIGATIONS (INCLUDING RIGHTS OF SUBROGATION, CONTRIBUTION, AND THE LIKE) UNTIL THE GUARANTIED OBLIGATIONS HAVE BEEN INDEFEASIBLY PAID IN FULL, AND ALL COMMITMENTS HAVE BEEN TERMINATED AND ALL LETTERS OF CREDIT HAVE EXPIRED. IF ANY AMOUNT SHALL BE PAID TO ANY GUARANTOR BY OR ON BEHALF OF THE BORROWER OR ANY OTHER GUARANTOR OR ANY OF THEIR RESPECTIVE SUBSIDIARIES BY VIRTUE OF ANY RIGHT OF SUBROGATION, CONTRIBUTION, OR THE LIKE, SUCH AMOUNT SHALL BE DEEMED TO HAVE BEEN PAID TO SUCH GUARANTOR FOR THE BENEFIT OF, AND SHALL BE HELD IN TRUST FOR THE BENEFIT OF, THE ADMINISTRATIVE AGENT AND THE LENDERS AND SHALL FORTHWITH BE PAID TO THE ADMINISTRATIVE AGENT TO BE CREDITED AND APPLIED UPON THE GUARANTIED OBLIGATIONS, WHETHER MATURED OR UNMATURED, IN ACCORDANCE WITH THE TERMS OF THE CREDIT AGREEMENT.

25. NO STAY. WITHOUT LIMITATION OF ANY OTHER PROVISION OF THIS GUARANTY, IF ANY DECLARATION OF DEFAULT OR ACCELERATION OR OTHER EXERCISE OR CONDITION TO EXERCISE OF RIGHTS OR REMEDIES UNDER OR WITH RESPECT TO ANY GUARANTIED OBLIGATION SHALL AT ANY TIME BE STAYED, ENJOINED, OR PREVENTED FOR ANY REASON (INCLUDING BUT NOT LIMITED TO STAY OR INJUNCTION RESULTING FROM THE PENDENCY AGAINST THE BORROWER OR ANY OTHER PERSON OF A BANKRUPTCY, INSOLVENCY, REORGANIZATION OR SIMILAR PROCEEDING), THE GUARANTORS AGREE THAT, FOR THE PURPOSES OF THIS GUARANTY AND THEIR OBLIGATIONS HEREUNDER, THE GUARANTIED OBLIGATIONS SHALL BE DEEMED TO HAVE BEEN DECLARED IN DEFAULT OR ACCELERATED, AND SUCH OTHER EXERCISE OR CONDITIONS TO EXERCISE SHALL BE DEEMED TO HAVE BEEN TAKEN OR MET.

26. TAXES. EACH GUARANTOR HEREBY AGREES TO BE BOUND BY THE PROVISIONS OF SECTION 5.9 [TAXES] OF THE CREDIT AGREEMENT AND SHALL MAKE ALL PAYMENTS FREE AND CLEAR OF TAXES AS PROVIDED THEREIN.

27. NOTICES. EACH GUARANTOR AGREES THAT ALL NOTICES, STATEMENTS, REQUESTS, DEMANDS AND OTHER COMMUNICATIONS UNDER THIS GUARANTY SHALL BE GIVEN TO SUCH GUARANTOR AT THE ADDRESS SET FORTH ON A SCHEDULE TO, OR IN A GUARANTOR JOINDER GIVEN UNDER, THE CREDIT AGREEMENT AND IN THE MANNER PROVIDED IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. THE ADMINISTRATIVE AGENT AND THE LENDERS MAY RELY ON ANY NOTICE (WHETHER OR NOT MADE IN A MANNER CONTEMPLATED BY THIS GUARANTY) PURPORTEDLY MADE BY OR ON BEHALF OF A GUARANTOR, AND THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL HAVE NO DUTY TO VERIFY THE IDENTITY OR AUTHORITY OF THE PERSON GIVING SUCH NOTICE.

28. COUNTERPARTS; TELECOPY SIGNATURES. THIS GUARANTY MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH, WHEN SO EXECUTED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT. EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT A TELECOPY TRANSMISSION TO THE ADMINISTRATIVE AGENT OR ANY LENDER OF SIGNATURE PAGES HERETO PURPORTING TO BE SIGNED ON BEHALF OF ANY GUARANTOR SHALL CONSTITUTE EFFECTIVE AND BINDING EXECUTION AND DELIVERY HEREOF BY SUCH GUARANTOR.

29. SETOFF, DEFAULT PAYMENTS BY BORROWER.

29.1 In the event that at any time any obligation of any of the Guarantors now or hereafter existing under this Guaranty shall have become due and payable, the Administrative Agent and the Lenders, or any of them, shall have the right from time to time, without notice to any Guarantor, to set off against and apply to such due and payable amount any obligation of any nature of any Lender or the Administrative Agent, or any subsidiary or Affiliate of any Lender or the Administrative Agent, to any Guarantor, including but not limited to all deposits (whether time or demand, general or special, provisionally credited or finally credited, however evidenced) now or hereafter maintained by any Guarantor with the Administrative Agent or any Lender or any subsidiary or Affiliate thereof. Such right shall be absolute and unconditional in all circumstances and, without limitation, shall exist whether or not the Administrative Agent or the Lenders, or any of them, shall have given any notice or made any demand under this Guaranty or under such obligation to any Guarantor, whether such obligation to such Guarantor is absolute or contingent, matured or unmatured (it being agreed that the Administrative Agent and the Lenders, or any of them, may deem such obligation to be then due and payable at the time of such setoff), and regardless of the existence or adequacy of any collateral, guaranty, or other direct or indirect security or right or remedy available to the Administrative Agent or any of the Lenders. The rights of the Administrative Agent and the Lenders under this Section are in addition to such other rights and remedies (including, without limitation, other rights of setoff and banker's lien) which the Administrative Agent and the Lenders, or any of them, may have, and nothing in this Guaranty or in any other Loan Document shall be deemed a waiver of or restriction on the right of setoff or banker's lien of the Administrative Agent and the Lenders, or any of them. Each of the Guarantors hereby agrees that, to the fullest extent permitted by Law, any Affiliate or subsidiary of the Administrative Agent or any of the Lenders and any holder of a participation in any Guaranteed Obligations or in any other obligation of any Guarantor under this Guaranty, shall have the same rights of setoff as the Administrative Agent and the Lenders as provided in this Section (regardless whether such Affiliate or participant otherwise would be deemed a creditor of the Guarantor).

29.2 Upon the occurrence and during the continuation of any default under any Guaranteed Obligation, if any amount shall be paid to any Guarantor by or for the account of Borrower, any other Guarantor or any other Subsidiary of the Borrower, such amount shall be held in trust for the benefit of each Lender and Administrative Agent and shall forthwith be paid to the Administrative Agent to be credited and applied to the Guaranteed Obligations when due and payable.

30. CONSTRUCTION. THE SECTION AND OTHER HEADINGS CONTAINED IN THIS GUARANTY ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT AFFECT INTERPRETATION OF THIS GUARANTY IN ANY RESPECT. THIS GUARANTY HAS BEEN FULLY NEGOTIATED BETWEEN THE APPLICABLE PARTIES, EACH PARTY HAVING THE BENEFIT OF LEGAL COUNSEL, AND ACCORDINGLY NEITHER ANY DOCTRINE OF CONSTRUCTION OF GUARANTIES OR SURETYSHIPS IN FAVOR OF THE GUARANTOR OR SURETY, NOR ANY DOCTRINE OF CONSTRUCTION OF AMBIGUITIES IN AGREEMENTS OR INSTRUMENTS AGAINST THE PARTY CONTROLLING THE DRAFTING THEREOF, SHALL APPLY TO THIS GUARANTY.

31. SUCCESSORS AND ASSIGNS. THIS GUARANTY SHALL BE BINDING UPON EACH GUARANTOR, ITS SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS; PROVIDED, HOWEVER, THAT NO GUARANTOR MAY ASSIGN OR TRANSFER ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR ANY INTEREST HEREIN AND ANY SUCH PURPORTED ASSIGNMENT OR TRANSFER SHALL BE NULL AND VOID. WITHOUT LIMITATION OF THE FOREGOING, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM (AND ANY OF THEIR RESPECTIVE SUCCESSIVE ASSIGNEES OR TRANSFEREES), FROM TIME TO TIME MAY ASSIGN OR OTHERWISE TRANSFER ALL OR ANY PORTION OF ITS RIGHTS OR OBLIGATIONS UNDER THE LOAN DOCUMENTS (INCLUDING ALL OR ANY PORTION OF ANY COMMITMENT TO EXTEND CREDIT), OR ANY OTHER GUARANTIED OBLIGATIONS, TO ANY OTHER PERSON AND SUCH GUARANTIED OBLIGATIONS (INCLUDING ANY GUARANTIED OBLIGATIONS RESULTING FROM AN EXTENSION OF CREDIT BY SUCH OTHER PERSON UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS, OR ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT) SHALL BE AND REMAIN GUARANTIED OBLIGATIONS ENTITLED TO THE BENEFIT OF THIS GUARANTY, AND TO THE EXTENT OF ITS INTEREST IN SUCH GUARANTIED OBLIGATIONS SUCH OTHER PERSON SHALL BE VESTED WITH ALL THE BENEFITS IN RESPECT THEREOF GRANTED TO THE ADMINISTRATIVE AGENT AND THE LENDERS IN THIS GUARANTY OR OTHERWISE.

32. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

32.1 Governing Law. This Guaranty shall be governed by, construed, and enforced in accordance with, the internal Laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles.

32.2 Certain Waivers. Each Guarantor hereby irrevocably:

32.2.1 Submits to the nonexclusive jurisdiction of any Pennsylvania state or federal court sitting in Allegheny County, in any action or proceeding arising out of or relating to this Guaranty, and each Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Each Guarantor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Guarantor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Guarantor in care of the Process Agent at the Process Agent's address, and each Guarantor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Guarantor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 14. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Guarantors and agrees to act as Process Agent on behalf of the Guarantors;

32.2.2 Waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue; and

32.2.3 WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS GUARANTY, THE CREDIT AGREEMENT, OR ANY OTHER LOAN DOCUMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

33. SEVERABILITY; MODIFICATION TO CONFORM TO LAW.

33.1 It is the intention of the parties that this Guaranty be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Guaranty shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Guaranty shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

33.2 Without limitation of the preceding subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of a Guarantor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of such Guarantor's aggregate liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the aggregate amount of such Guarantor's liability shall, without any further action by the Administrative Agent or any of the Lenders or such Guarantor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

33.2.1 the fair consideration actually received by such Guarantor under the terms and as a result of the Loan Documents, and any Lender-Provided Hedge and any Lender-Provided Treasury/Credit Arrangement, and the value of the benefits described in this Section 15 (b) hereof, including (and to the extent not inconsistent with applicable federal and state Laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Guarantor with the proceeds of any credit extended under the Loan Documents and any Lender-Provided Hedge and any Lender-Provided Treasury/Credit Arrangement, or

33.2.2 the excess of (A) the amount of the fair value of the assets of such Guarantor as of the date of this Guaranty as determined in accordance with applicable federal and state Laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (B) the amount of all liabilities of such Guarantor as of the date of this Guaranty, also as determined on the basis of applicable federal and state Laws governing the insolvency of debtors as in effect on the date hereof.

33.3 Notwithstanding anything to the contrary in this Section or elsewhere in this Guaranty, this Guaranty shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Guaranty to enforceability to the fullest extent permitted by Law) were not a part of this Guaranty, and in any related litigation the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Guarantor's obligations hereunder as to each element of such assertion.

34. ADDITIONAL GUARANTORS. AT ANY TIME AFTER THE INITIAL EXECUTION AND DELIVERY OF THIS GUARANTY TO THE ADMINISTRATIVE AGENT AND THE LENDERS, ADDITIONAL PERSONS MAY BECOME PARTIES TO THIS GUARANTY AND THEREBY ACQUIRE THE DUTIES AND RIGHTS OF BEING A GUARANTOR HEREUNDER BY EXECUTING AND DELIVERING TO THE ADMINISTRATIVE AGENT AND THE LENDERS A GUARANTOR JOINDER PURSUANT TO THE CREDIT AGREEMENT. NO NOTICE OF THE ADDITION OF ANY GUARANTOR SHALL BE REQUIRED TO BE GIVEN TO ANY PRE-EXISTING GUARANTOR AND EACH GUARANTOR HEREBY CONSENTS THERETO.

35. JOINT AND SEVERAL OBLIGATIONS. THE OBLIGATIONS AND ADDITIONAL LIABILITIES OF THE GUARANTORS UNDER THIS GUARANTY ARE

JOINT AND SEVERAL OBLIGATIONS OF THE GUARANTORS, AND EACH GUARANTOR HEREBY WAIVES TO THE FULL EXTENT PERMITTED BY LAW ANY DEFENSE IT MAY OTHERWISE HAVE TO THE PAYMENT AND PERFORMANCE OF THE GUARANTIED OBLIGATIONS THAT ITS LIABILITY HEREUNDER IS LIMITED AND NOT JOINT AND SEVERAL. EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVERS AND THOSE SET FORTH BELOW SERVE AS A MATERIAL INDUCEMENT TO THE AGREEMENT OF THE ADMINISTRATIVE AGENT AND THE LENDERS TO MAKE THE LOANS, AND THAT THE ADMINISTRATIVE AGENT AND THE LENDERS ARE RELYING ON EACH SPECIFIC WAIVER AND ALL SUCH WAIVERS IN ENTERING INTO THIS GUARANTY. THE UNDERTAKINGS OF EACH GUARANTOR HEREUNDER SECURE THE OBLIGATIONS OF ITSELF AND THE OTHER GUARANTORS. THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, MAY, IN THEIR SOLE DISCRETION, ELECT TO ENFORCE THIS GUARANTY AGAINST ANY GUARANTOR WITHOUT ANY DUTY OR RESPONSIBILITY TO PURSUE THE BORROWER, ANY OTHER GUARANTOR OR ANY OTHER PERSON, AND SUCH AN ELECTION BY THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, SHALL NOT BE A DEFENSE TO ANY ACTION THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, MAY ELECT TO TAKE AGAINST ANY GUARANTOR. EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREBY RESERVES ALL RIGHTS AGAINST EACH GUARANTOR.

36. RECEIPT OF CREDIT AGREEMENT, OTHER LOAN DOCUMENTS, BENEFITS.

36.1 Each Guarantor hereby acknowledges that it has received a copy of the Credit Agreement, the other Loan Documents and any Lender-Provided Hedge and any Lender-Provided Treasury/Credit Arrangement, and each Guarantor certifies that the representations and warranties made therein with respect to such Guarantor are true and correct. Further, each Guarantor acknowledges and agrees to perform, comply with, and be bound by all of the provisions of the Credit Agreement and the other Loan Documents.

36.2 Each Guarantor hereby acknowledges, represents, and warrants that it receives direct and indirect benefits by virtue of its affiliation with Borrower and the other Guarantors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Guaranty.

37. MISCELLANEOUS.

37.1 Amendments, Waivers. No amendment to or waiver of any provision of this Guaranty, and no consent to any departure by any Guarantor herefrom, shall in any event be effective unless in a writing manually signed by or on behalf of the Administrative Agent and the Lenders. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay or failure of the Administrative Agent or the Lenders, or any of them, in exercising any right or remedy under this Guaranty shall operate as a

waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the Administrative Agent and the Lenders under this Guaranty are cumulative and not exclusive of any other rights or remedies available hereunder, under any other agreement or instrument, by Law, or otherwise.

37.2 Telecommunications. Each Lender and the Administrative Agent shall be entitled to rely on the authority of any individual making any telecopy, electronic or telephonic notice, request, or signature without the necessity of receipt of any verification thereof.

37.3 Expenses. Each Guarantor unconditionally agrees to pay all costs and expenses, including attorney's fees incurred by the Administrative Agent or any of the Lenders in enforcing this Guaranty against any Guarantor and each Guarantor shall pay and indemnify each Lender and the Administrative Agent for, and hold it harmless from and against, any and all obligations, liabilities, losses, damages, costs, expenses (including disbursements and reasonable legal fees of counsel to any Lender or the Administrative Agent), penalties, judgments, suits, actions, claims, and disbursements imposed on, asserted against, or incurred by any Lender or the Administrative Agent:

37.3.1 relating to the preparation, negotiation, execution, administration, or enforcement of or collection under this Guaranty or any document, instrument, or agreement relating to any of the Obligations, including in any bankruptcy, insolvency, or similar proceeding in any jurisdiction or political subdivision thereof;

37.3.2 relating to any amendment, modification, waiver, or consent hereunder or relating to any telecopy or telephonic transmission purporting to be by any Guarantor or the Borrower; and

37.3.3 in any way relating to or arising out of this Guaranty, or any document, instrument, or agreement relating to any of the Guaranteed Obligations, or any action taken or omitted to be taken by any Lender or the Administrative Agent hereunder, and including those arising directly or indirectly from the violation or asserted violation by any Guarantor or the Borrower or the Administrative Agent or any Lender of any Law, rule, regulation, judgment, order, or the like of any jurisdiction or political subdivision thereof (including those relating to environmental protection, health, labor, importing, exporting, or safety) and regardless whether asserted by any governmental entity or any other Person.

37.4 Prior Understandings. This Guaranty and the Credit Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede any and all other prior and contemporaneous understandings and agreements.

37.5 Survival. All representations and warranties of the Guarantors made in connection with this Guaranty shall survive, and shall not be waived by, the execution and delivery of this Guaranty, any investigation by or knowledge of the Administrative Agent and the Lenders, or any of them, any extension of credit, or any other event or circumstance whatsoever.

37.6 Amendment and Restatement; No Novation. The Existing Guaranty Agreement is hereby amended and restated in its entirety as provided herein, and this Guaranty is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Credit Agreement, the Existing Credit Agreement or the Existing Guaranty Agreement. Each Guarantor and the Administrative Agent acknowledge and agree that the Existing Guaranty Agreement has continued to guaranty the indebtedness, loans, liabilities, expenses, and obligations under the Credit Agreement and the Existing Credit Agreement since the date of execution of the Existing Guaranty Agreement; and that this Guaranty is entitled to all rights and benefits originally pertaining to the Existing Guaranty Agreement.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE - AMENDED AND RESTATED CONTINUING
AGREEMENT OF GUARANTY AND SURETYSHIP]**

IN WITNESS WHEREOF, the undersigned parties intending to be legally bound, have executed this Guaranty as of the date first above written with the intention that this Guaranty shall constitute a sealed instrument.

KOPPERS HOLDINGS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS WORLD-WIDE VENTURES CORPORATION

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS DELAWARE, INC.

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE - AMENDED AND RESTATED CONTINUING
AGREEMENT OF GUARANTY AND SURETYSHIP]

KOPPERS ASIA LLC

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS CONCRETE PRODUCTS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

CONCRETE PARTNERS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS VENTURES LLC

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE - AMENDED AND RESTATED CONTINUING
AGREEMENT OF GUARANTY AND SURETYSHIP]

Acknowledged and consented to:

PNC BANK, NATIONAL ASSOCIATION, as Administrative
Agent

By: /s/ Tracy J. DeCock (SEAL)

Name: Tracy J. DeCock

Title: Senior Vice President

Acknowledged and consented to:

KOPPERS INC.

By: _____ (SEAL)

Name: _____

Title: _____

AMENDED AND RESTATED INTERCOMPANY SUBORDINATION AGREEMENT

THIS AMENDED AND RESTATED INTERCOMPANY SUBORDINATION AGREEMENT is dated as of March 27, 2013 and is made by and among KOPPERS INC., a Pennsylvania corporation (the "**Borrower**"), **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A GUARANTOR UNDER THE CREDIT AGREEMENT (EACH AS DEFINED BELOW) OR IS OTHERWISE REQUIRED TO BE A PARTY HEREUNDER PURSUANT TO THE CREDIT AGREEMENT HEREUNDER FROM TIME TO TIME** (the Borrower, each other Person and each Guarantor being individually referred to herein as a "**Company**" and collectively as the "**Companies**"), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent (the "**Administrative Agent**") for the Lenders (defined below).

WITNESSETH THAT:

WHEREAS, reference is made to that certain Amended and Restated Intercompany Subordination Agreement, dated as of October 31, 2008, made by the Companies (as defined therein) party thereto and the Administrative Agent, as heretofore amended (as so amended, the "**Existing Intercompany Subordination Agreement**"), executed and delivered pursuant to that certain Amended and Restated Credit Agreement, dated October 31, 2008, among the Borrower, the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and the Administrative Agent, as heretofore amended (as so amended, the "**Existing Credit Agreement**"); and

WHEREAS, the parties desire to further amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be further restated, amended, modified or supplemented, the "**Credit Agreement**") of even date herewith by and among the Borrower, the Guarantors (as defined therein) from time to time party thereto (the "**Guarantors**"), the Lenders (as defined therein) from time to time party thereto (the "**Lenders**"), and the Administrative Agent; each capitalized term used herein shall, unless otherwise defined herein, have the meaning specified in the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have agreed to make certain loans and other financial accommodations to the Borrower; and

WHEREAS, the Companies have or, in the future, may have liabilities, obligations or indebtedness owed to each other (the liabilities, obligations and indebtedness of each of the Companies to any other Company, now existing or hereafter incurred (whether created directly or acquired by assignment or otherwise), and interest and premiums, if any, thereon and other amounts payable in respect thereof and all other obligations and other amounts payable by any Company to any other Company are hereinafter collectively referred to as the "**Intercompany Indebtedness**"); and

WHEREAS, the obligation of the Administrative Agent and the Lenders to make loans under the Credit Agreement is subject to the conditions, among others, that the Companies amend and restate the Existing Intercompany Subordination Agreement and subordinate the Intercompany Indebtedness to the Obligations of the Borrower or any other Company to the Administrative Agent or the Lenders pursuant to the Credit Agreement, the other Loan Documents and any Lender-Provided Hedge and any Lender-Provided Treasury/Credit Arrangement (collectively, the “**Senior Debt**”) in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

38. INTERCOMPANY INDEBTEDNESS SUBORDINATED TO SENIOR DEBT. THE RECITALS SET FORTH ABOVE ARE HEREBY INCORPORATED BY REFERENCE. ALL INTERCOMPANY INDEBTEDNESS SHALL BE SUBORDINATE AND SUBJECT IN RIGHT OF PAYMENT UNTIL RECEIPT BY THE ADMINISTRATIVE AGENT AND THE LENDERS OF PAYMENT IN FULL.

39. PAYMENT OVER OF PROCEEDS UPON DISSOLUTION, ETC. UPON ANY DISTRIBUTION OF ASSETS OF ANY COMPANY IN THE EVENT OF (A) ANY INSOLVENCY OR BANKRUPTCY CASE OR PROCEEDING, OR ANY RECEIVERSHIP, LIQUIDATION, REORGANIZATION OR OTHER SIMILAR CASE OR PROCEEDING IN CONNECTION THEREWITH, RELATIVE TO ANY COMPANY OR TO ITS CREDITORS, AS SUCH, OR TO ITS ASSETS, OR (B) ANY LIQUIDATION, DISSOLUTION OR OTHER WINDING UP OF ANY COMPANY, WHETHER VOLUNTARY OR INVOLUNTARY AND WHETHER OR NOT INVOLVING INSOLVENCY OR BANKRUPTCY, OR (C) ANY ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR ANY MARSHALLING OF ASSETS AND LIABILITIES OF ANY COMPANY (A COMPANY DISTRIBUTING ASSETS AS SET FORTH HEREIN BEING REFERRED TO IN SUCH CAPACITY AS A “DISTRIBUTING COMPANY”), THEN AND IN ANY SUCH EVENT, THE ADMINISTRATIVE AGENT SHALL BE ENTITLED TO RECEIVE, FOR THE BENEFIT OF THE ADMINISTRATIVE AGENT AND THE LENDERS AS THEIR RESPECTIVE INTERESTS MAY APPEAR, PAYMENT IN FULL OF ALL AMOUNTS DUE OR TO BECOME DUE (WHETHER OR NOT AN EVENT OF DEFAULT HAS OCCURRED UNDER THE TERMS OF THE LOAN DOCUMENTS OR THE SENIOR DEBT HAS BEEN DECLARED DUE AND PAYABLE PRIOR TO THE DATE ON WHICH IT WOULD OTHERWISE HAVE BECOME DUE AND PAYABLE) ON OR IN RESPECT OF ANY AND ALL SENIOR DEBT BEFORE THE HOLDER OF ANY INTERCOMPANY INDEBTEDNESS OWED BY THE DISTRIBUTING COMPANY IS ENTITLED TO RECEIVE ANY PAYMENT ON ACCOUNT OF THE PRINCIPAL OF OR INTEREST ON SUCH INTERCOMPANY INDEBTEDNESS, AND TO THAT END, THE ADMINISTRATIVE AGENT SHALL BE ENTITLED TO RECEIVE, FOR APPLICATION TO THE PAYMENT OF THE SENIOR DEBT, ANY PAYMENT OR DISTRIBUTION OF ANY KIND OR CHARACTER, WHETHER IN CASH, PROPERTY OR SECURITIES,

WHICH MAY BE PAYABLE OR DELIVERABLE IN RESPECT OF THE INTERCOMPANY INDEBTEDNESS OWED BY THE DISTRIBUTING COMPANY IN ANY SUCH CASE, PROCEEDING, DISSOLUTION, LIQUIDATION OR OTHER WINDING UP EVENT.

40. NO COMMENCEMENT OF ANY PROCEEDING. EACH COMPANY AGREES THAT, SO LONG AS THE SENIOR DEBT SHALL REMAIN UNPAID, IT WILL NOT COMMENCE, OR JOIN WITH ANY CREDITOR OTHER THAN THE LENDERS AND THE ADMINISTRATIVE AGENT IN COMMENCING, ANY PROCEEDING REFERRED TO IN THE FIRST PARAGRAPH OF SECTION 2 AGAINST ANY OTHER COMPANY THAT OWES IT ANY INTERCOMPANY INDEBTEDNESS.

41. PRIOR PAYMENT OF SENIOR DEBT UPON ACCELERATION OF INTERCOMPANY INDEBTEDNESS. IF ANY PORTION OF THE INTERCOMPANY INDEBTEDNESS OWED BY ANY COMPANY BECOMES OR IS DECLARED DUE AND PAYABLE BEFORE ITS STATED MATURITY, THEN AND IN SUCH EVENT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL BE ENTITLED TO RECEIVE PAYMENT IN FULL OF ALL AMOUNTS DUE AND TO BECOME DUE ON OR IN RESPECT OF THE SENIOR DEBT (WHETHER OR NOT AN EVENT OF DEFAULT HAS OCCURRED UNDER THE TERMS OF THE LOAN DOCUMENTS OR THE SENIOR DEBT HAS BEEN DECLARED DUE AND PAYABLE PRIOR TO THE DATE ON WHICH IT WOULD OTHERWISE HAVE BECOME DUE AND PAYABLE) BEFORE THE HOLDER OF ANY SUCH INTERCOMPANY INDEBTEDNESS IS ENTITLED TO RECEIVE ANY PAYMENT THEREON.

42. NO PAYMENT WHEN SENIOR DEBT IN DEFAULT. IF ANY EVENT OF DEFAULT OR POTENTIAL SHALL HAVE OCCURRED AND BE CONTINUING, OR SUCH AN EVENT OF DEFAULT OR POTENTIAL DEFAULT WOULD RESULT FROM OR EXIST AFTER GIVING EFFECT TO A PAYMENT WITH RESPECT TO ANY PORTION OF THE INTERCOMPANY INDEBTEDNESS, UNLESS THE REQUIRED LENDERS SHALL HAVE CONSENTED TO OR WAIVED THE SAME, SO LONG AS ANY OF THE SENIOR DEBT SHALL REMAIN OUTSTANDING, NO PAYMENT SHALL BE MADE BY ANY COMPANY OWING SUCH INTERCOMPANY INDEBTEDNESS ON ACCOUNT OF PRINCIPAL OR INTEREST ON ANY PORTION OF THE INTERCOMPANY INDEBTEDNESS.

43. PAYMENT PERMITTED IF NO DEFAULT. NOTHING CONTAINED IN THIS AGREEMENT SHALL PREVENT ANY OF THE COMPANIES, AT ANY TIME EXCEPT DURING THE PENDENCY OF ANY OF THE CONDITIONS DESCRIBED IN SECTIONS 2, 4 AND 5, FROM MAKING REGULARLY SCHEDULED PAYMENTS OF PRINCIPAL OF OR INTEREST ON ANY PORTION OF THE INTERCOMPANY INDEBTEDNESS, OR THE RETENTION THEREOF BY ANY OF THE COMPANIES OF ANY MONEY DEPOSITED WITH IT FOR THE PAYMENT OF OR ON ACCOUNT OF THE PRINCIPAL OF OR INTEREST ON THE INTERCOMPANY INDEBTEDNESS.

44. RECEIPT OF PROHIBITED PAYMENTS. IF, NOTWITHSTANDING THE FOREGOING PROVISIONS OF SECTIONS 2, 4, 5 AND 6, A COMPANY THAT IS OWED INTERCOMPANY INDEBTEDNESS BY A DISTRIBUTING COMPANY SHALL HAVE

RECEIVED ANY PAYMENT OR DISTRIBUTION OF ASSETS FROM THE DISTRIBUTING COMPANY OF ANY KIND OR CHARACTER, WHETHER IN CASH, PROPERTY OR SECURITIES, THEN AND IN SUCH EVENT SUCH PAYMENT OR DISTRIBUTION SHALL BE HELD IN TRUST FOR THE BENEFIT OF THE ADMINISTRATIVE AGENT AND THE LENDERS AS THEIR RESPECTIVE INTERESTS MAY APPEAR, SHALL BE SEGREGATED FROM OTHER FUNDS AND PROPERTY HELD BY SUCH COMPANY, AND SHALL BE FORTHWITH PAID OVER TO THE ADMINISTRATIVE AGENT IN THE SAME FORM AS SO RECEIVED (WITH ANY NECESSARY ENDORSEMENT) TO BE APPLIED (IN THE CASE OF CASH) TO OR HELD AS COLLATERAL (IN THE CASE OF NONCASH PROPERTY OR SECURITIES) FOR THE PAYMENT OR PREPAYMENT OF THE SENIOR DEBT IN ACCORDANCE WITH THE TERMS OF THE CREDIT AGREEMENT.

45. RIGHTS OF SUBROGATION. EACH COMPANY AGREES THAT NO PAYMENT OR DISTRIBUTION TO THE ADMINISTRATIVE AGENT OR THE LENDERS PURSUANT TO THE PROVISIONS OF THIS AGREEMENT SHALL ENTITLE IT TO EXERCISE ANY RIGHTS OF SUBROGATION IN RESPECT THEREOF UNTIL THE SENIOR DEBT SHALL HAVE BEEN INDEFEASIBLY PAID IN FULL.

46. AGREEMENT SOLELY TO DEFINE RELATIVE RIGHTS. THE PURPOSE OF THIS AGREEMENT IS SOLELY TO DEFINE THE RELATIVE RIGHTS OF THE COMPANIES, ON THE ONE HAND, AND THE ADMINISTRATIVE AGENT AND THE LENDERS, ON THE OTHER HAND. NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO OR SHALL IMPAIR, AS BETWEEN ANY OF THE COMPANIES AND THEIR CREDITORS OTHER THAN THE ADMINISTRATIVE AGENT AND THE LENDERS, THE OBLIGATION OF THE COMPANIES TO EACH OTHER TO PAY THE PRINCIPAL OF AND INTEREST ON THE INTERCOMPANY INDEBTEDNESS AS AND WHEN THE SAME SHALL BECOME DUE AND PAYABLE IN ACCORDANCE WITH ITS TERMS, OR IS INTENDED TO OR SHALL AFFECT THE RELATIVE RIGHTS AMONG THE COMPANIES AND THEIR CREDITORS OTHER THAN THE ADMINISTRATIVE AGENT AND THE LENDERS, NOR SHALL ANYTHING HEREIN PREVENT ANY OF THE COMPANIES FROM EXERCISING ALL REMEDIES OTHERWISE PERMITTED BY APPLICABLE LAW UPON DEFAULT UNDER ANY AGREEMENT PURSUANT TO WHICH THE INTERCOMPANY INDEBTEDNESS IS CREATED, SUBJECT TO THE RIGHTS, IF ANY, UNDER THIS AGREEMENT OF THE ADMINISTRATIVE AGENT AND THE LENDERS TO RECEIVE CASH, PROPERTY OR SECURITIES OTHERWISE PAYABLE OR DELIVERABLE WITH RESPECT TO THE INTERCOMPANY INDEBTEDNESS.

47. INSTRUMENTS EVIDENCING INTERCOMPANY INDEBTEDNESS. EACH COMPANY SHALL CAUSE EACH INSTRUMENT WHICH NOW OR HEREAFTER EVIDENCES ALL OR A PORTION OF THE INTERCOMPANY INDEBTEDNESS TO BE CONSPICUOUSLY MARKED AS FOLLOWS:

“This instrument is subject to the terms of that certain Intercompany Subordination Agreement dated as of March 27, 2013, in favor of PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders referred

to therein, which Intercompany Subordination Agreement is incorporated herein by reference. Notwithstanding any contrary statement contained in the within instrument, no payment on account of the principal thereof or interest thereon shall become due or payable except in accordance with the express terms of the Intercompany Subordination Agreement.”

Each Company will further mark its internal records in such a manner as shall be effective to give proper notice to the effect of this Agreement.

48. NO IMPLIED WAIVERS OF SUBORDINATION. NO RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO ENFORCE SUBORDINATION, AS HEREIN PROVIDED, SHALL AT ANY TIME IN ANY WAY BE PREJUDICED OR IMPAIRED BY ANY ACT OR FAILURE TO ACT ON THE PART OF ANY COMPANY OR BY ANY ACT OR FAILURE TO ACT BY THE ADMINISTRATIVE AGENT OR ANY LENDER, OR BY ANY NON-COMPLIANCE BY ANY COMPANY WITH THE TERMS, PROVISIONS AND COVENANTS OF ANY AGREEMENT PURSUANT TO WHICH THE INTERCOMPANY INDEBTEDNESS IS CREATED, REGARDLESS OF ANY KNOWLEDGE THEREOF WITH WHICH THE ADMINISTRATIVE AGENT OR ANY LENDER MAY HAVE OR BE OTHERWISE CHARGED. EACH COMPANY BY ITS ACCEPTANCE HEREOF SHALL AGREE THAT, SO LONG AS THERE IS SENIOR DEBT OUTSTANDING OR COMMITMENTS IN EFFECT UNDER THE CREDIT AGREEMENT, SUCH COMPANY SHALL NOT AGREE TO SELL, ASSIGN, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF, OR AGREE TO COMPROMISE, THE OBLIGATIONS OF THE OTHER COMPANIES WITH RESPECT TO THEIR INTERCOMPANY INDEBTEDNESS, OTHER THAN BY MEANS OF PAYMENT OF SUCH INTERCOMPANY INDEBTEDNESS ACCORDING TO ITS TERMS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

Without in any way limiting the generality of the foregoing paragraph, the Administrative Agent or any of the Lenders may, at any time and from time to time, without the consent of or notice to any of the Companies, except the Borrower to the extent provided in the Credit Agreement, without incurring responsibility to any of the Companies and without impairing or releasing the subordination provided in this Agreement or the obligations hereunder of the Companies to the Administrative Agent and the Lenders, do any one or more of the following in accordance with the terms of the Credit Agreement: (i) change the manner, place or terms of payment, or extend the time of payment, renew or alter the Senior Debt or otherwise amend or supplement the Senior Debt or the Loan Documents; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing the Senior Debt; (iii) release any person liable in any manner for the payment or collection of the Senior Debt; and (iv) exercise or refrain from exercising any rights against any of the Companies and any other person.

49. ADDITIONAL SUBSIDIARIES. THE COMPANIES COVENANT AND AGREE THAT THEY SHALL CAUSE SUBSIDIARIES (OTHER THAN EXCLUDED SUBSIDIARIES) CREATED OR ACQUIRED AFTER THE DATE OF THIS AGREEMENT, AND ANY OTHER SUBSIDIARIES REQUIRED TO JOIN THIS AGREEMENT PURSUANT TO SECTION 11.13 [JOINDER OF GUARANTORS] OR OTHERWISE UNDER THE CREDIT AGREEMENT, TO EXECUTE A GUARANTOR JOINDER IN SUBSTANTIALLY

THE FORM OF EXHIBIT 1.1(G)(1) TO THE CREDIT AGREEMENT, WHEREBY SUCH SUBSIDIARY JOINS THIS AGREEMENT AND SUBORDINATES ALL INDEBTEDNESS OWED TO ANY SUCH SUBSIDIARY BY ANY OF THE COMPANIES OR OTHER SUBSIDIARIES HEREAFTER CREATED OR ACQUIRED TO THE SENIOR DEBT.

50. CONTINUING FORCE AND EFFECT. THIS AGREEMENT SHALL CONTINUE IN FORCE FOR SO LONG AS ANY PORTION OF THE SENIOR DEBT REMAINS UNPAID AND ANY COMMITMENTS OR LETTERS OF CREDIT UNDER THE CREDIT AGREEMENT REMAIN OUTSTANDING, IT BEING CONTEMPLATED THAT THIS AGREEMENT BE OF A CONTINUING NATURE.

51. MODIFICATION, AMENDMENTS OR WAIVERS. ANY AND ALL AGREEMENTS AMENDING OR CHANGING ANY PROVISION OF THIS AGREEMENT OR THE RIGHTS OF THE ADMINISTRATIVE AGENT OR THE LENDERS HEREUNDER, AND ANY AND ALL WAIVERS OR CONSENTS TO EVENTS OF DEFAULT OR OTHER DEPARTURES FROM THE DUE PERFORMANCE OF ANY COMPANY HEREUNDER, SHALL BE MADE ONLY BY WRITTEN AGREEMENT, WAIVER OR CONSENT SIGNED BY THE ADMINISTRATIVE AGENT, ACTING ON BEHALF OF ALL THE LENDERS, WITH THE WRITTEN CONSENT OF THE REQUIRED LENDERS, ANY SUCH AGREEMENT, WAIVER OR CONSENT MADE WITH SUCH WRITTEN CONSENT BEING EFFECTIVE TO BIND ALL THE LENDERS.

52. EXPENSES. THE COMPANIES UNCONDITIONALLY AND JOINTLY AND SEVERALLY AGREE UPON DEMAND TO PAY TO THE ADMINISTRATIVE AGENT AND THE LENDERS THE AMOUNT OF ANY AND ALL OUT-OF-POCKET COSTS, EXPENSES AND DISBURSEMENTS, INCLUDING FEES AND EXPENSES OF COUNSEL (INCLUDING THE ALLOCATED COSTS OF STAFF COUNSEL) FOR WHICH REIMBURSEMENT IS CUSTOMARILY OBTAINED, WHICH THE ADMINISTRATIVE AGENT OR ANY OF THE LENDERS MAY INCUR IN CONNECTION WITH (A) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF THE ADMINISTRATIVE AGENT OR THE LENDERS HEREUNDER, OR (B) THE FAILURE BY ANY OF THE COMPANIES TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF.

53. SEVERABILITY. THE PROVISIONS OF THIS AGREEMENT ARE INTENDED TO BE SEVERABLE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE HELD INVALID OR UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION, SUCH PROVISION SHALL, AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH INVALIDITY OR UNENFORCEABILITY WITHOUT IN ANY MANNER AFFECTING THE VALIDITY OR ENFORCEABILITY THEREOF IN ANY OTHER JURISDICTION OR THE REMAINING PROVISIONS HEREOF IN ANY JURISDICTION.

54. GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT UNDER THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.

55. SUCCESSORS AND ASSIGNS. THIS AGREEMENT SHALL INURE TO THE BENEFIT OF THE ADMINISTRATIVE AGENT AND THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS PERMITTED IN THE CREDIT AGREEMENT, AND THE OBLIGATIONS OF EACH COMPANY SHALL BE BINDING UPON THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, PROVIDED, THAT NO COMPANY MAY ASSIGN OR TRANSFER ITS RIGHTS OR OBLIGATIONS HEREUNDER OR ANY INTEREST HEREIN AND ANY SUCH PURPORTED ASSIGNMENT OR TRANSFER SHALL BE NULL AND VOID. THE DUTIES AND OBLIGATIONS OF THE COMPANIES MAY NOT BE DELEGATED OR TRANSFERRED BY THE COMPANIES WITHOUT THE PRIOR WRITTEN CONSENT OF THE REQUIRED LENDERS AND ANY SUCH DELEGATION OR TRANSFER WITHOUT SUCH CONSENT SHALL BE NULL AND VOID. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY THE CONTEXT OF THIS AGREEMENT, THE WORD "LENDERS" WHEN USED HEREIN SHALL INCLUDE, WITHOUT LIMITATION, ANY HOLDER OF A NOTE OR AN ASSIGNMENT OF RIGHTS THEREIN ORIGINALLY ISSUED TO A LENDER UNDER THE CREDIT AGREEMENT, AND EACH SUCH HOLDER OF A NOTE OR ASSIGNMENT SHALL HAVE THE BENEFITS OF THIS AGREEMENT TO THE SAME EXTENT AS IF SUCH HOLDER HAD ORIGINALLY BEEN A LENDER UNDER THE CREDIT AGREEMENT.

56. JOINT AND SEVERAL OBLIGATIONS. EACH OF THE OBLIGATIONS OF EACH AND EVERY COMPANY UNDER THIS AGREEMENT IS JOINT AND SEVERAL. THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, MAY, IN THEIR SOLE DISCRETION, ELECT TO ENFORCE THIS AGREEMENT AGAINST ANY COMPANY WITHOUT ANY DUTY OR RESPONSIBILITY TO PURSUE ANY OTHER COMPANY AND SUCH AN ELECTION BY THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, SHALL NOT BE A DEFENSE TO ANY ACTION THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, MAY ELECT TO TAKE AGAINST ANY COMPANY. EACH OF THE LENDERS AND ADMINISTRATIVE AGENT HEREBY RESERVES ALL RIGHT AGAINST EACH COMPANY.

57. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS AND BY THE DIFFERENT PARTIES HERETO ON SEPARATE COUNTERPARTS, EACH OF WHICH, WHEN EXECUTED AND DELIVERED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT. EACH COMPANY ACKNOWLEDGES AND AGREES THAT A TELECOPY OR ELECTRONIC TRANSMISSION TO THE ADMINISTRATIVE AGENT OR ANY LENDER OF THE SIGNATURE PAGE HEREOF PURPORTING TO BE SIGNED ON BEHALF OF ANY COMPANY SHALL CONSTITUTE EFFECTIVE AND BINDING EXECUTION AND DELIVERY HEREOF BY SUCH COMPANY.

58. ATTORNEYS-IN-FACT. EACH OF THE COMPANIES HEREBY AUTHORIZES AND EMPOWERS THE ADMINISTRATIVE AGENT, AT THE ELECTION OF THE ADMINISTRATIVE AGENT AND IN THE NAME OF EITHER THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE ADMINISTRATIVE AGENT AND THE LENDERS AS THEIR RESPECTIVE INTERESTS MAY APPEAR, OR IN THE

NAME OF EACH SUCH COMPANY AS IS OWED INTERCOMPANY INDEBTEDNESS, TO EXECUTE AND FILE PROOFS AND DOCUMENTS AND TAKE ANY OTHER ACTION THE ADMINISTRATIVE AGENT MAY DEEM ADVISABLE TO COMPLETELY PROTECT THE ADMINISTRATIVE AGENT'S AND THE LENDERS' INTERESTS IN THE INTERCOMPANY INDEBTEDNESS AND THE RIGHT OF THE ADMINISTRATIVE AGENT AND THE LENDERS OF ENFORCEMENT THEREOF, AND TO THAT END EACH OF THE COMPANIES HEREBY IRREVOCABLY MAKES, CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT, ITS OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, WITH FULL POWER OF SUBSTITUTION, AS THE TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT OF SUCH COMPANY, AND WITH FULL POWER FOR SUCH COMPANY, AND IN THE NAME, PLACE AND STEAD OF SUCH COMPANY FOR THE PURPOSE OF CARRYING OUT THE PROVISIONS OF THIS AGREEMENT, AND TAKING ANY ACTION AND EXECUTING, DELIVERING, FILING AND RECORDING ANY INSTRUMENTS WHICH THE ADMINISTRATIVE AGENT MAY DEEM NECESSARY OR ADVISABLE TO ACCOMPLISH THE PURPOSES HEREOF, WHICH POWER OF ATTORNEY, BEING GIVEN FOR SECURITY, IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE. EACH COMPANY HEREBY RATIFIES AND CONFIRMS, AND AGREES TO RATIFY AND CONFIRM, ALL ACTION TAKEN BY THE ADMINISTRATIVE AGENT, ITS OFFICERS, EMPLOYEES OR AGENTS PURSUANT TO THE FOREGOING POWER OF ATTORNEY.

59. APPLICATION OF PAYMENTS. IN THE EVENT ANY PAYMENTS ARE RECEIVED BY THE ADMINISTRATIVE AGENT UNDER THE TERMS OF THIS AGREEMENT FOR APPLICATION TO THE SENIOR DEBT AT ANY TIME WHEN THE SENIOR DEBT HAS NOT BEEN DECLARED DUE AND PAYABLE AND PRIOR TO THE DATE ON WHICH IT WOULD OTHERWISE BECOME DUE AND PAYABLE, SUCH PAYMENT SHALL CONSTITUTE A VOLUNTARY PREPAYMENT OF THE SENIOR DEBT FOR ALL PURPOSES UNDER THE CREDIT AGREEMENT.

60. REMEDIES. IN THE EVENT OF A BREACH BY ANY OF THE COMPANIES IN THE PERFORMANCE OF ANY OF THE TERMS OF THIS AGREEMENT, THE ADMINISTRATIVE AGENT, ON BEHALF OF THE LENDERS, MAY DEMAND SPECIFIC PERFORMANCE OF THIS AGREEMENT AND SEEK INJUNCTIVE RELIEF AND MAY EXERCISE ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY, IT BEING RECOGNIZED THAT THE REMEDIES OF THE ADMINISTRATIVE AGENT ON BEHALF OF THE LENDERS AT LAW MAY NOT FULLY COMPENSATE THE ADMINISTRATIVE AGENT ON BEHALF OF THE LENDERS FOR THE DAMAGES THEY MAY SUFFER IN THE EVENT OF A BREACH HEREOF.

61. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. EACH COMPANY HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY PENNSYLVANIA STATE OR FEDERAL COURT SITTING IN ALLEGHENY COUNTY, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH COMPANY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE OR FEDERAL COURT. EACH COMPANY HEREBY WAIVES TO THE FULLEST EXTENT IT MAY

EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. EACH COMPANY HEREBY APPOINTS THE PROCESS AGENT IDENTIFIED BELOW (THE "PROCESS AGENT") AS ITS AGENT TO RECEIVE ON BEHALF OF SUCH PARTY AND ITS RESPECTIVE PROPERTY SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY ACTION OR PROCEEDING. SUCH SERVICE MAY BE MADE BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO THE COMPANY IN CARE OF THE PROCESS AGENT AT THE PROCESS AGENT'S ADDRESS, AND EACH COMPANY HEREBY AUTHORIZES AND DIRECTS THE PROCESS AGENT TO RECEIVE SUCH SERVICE ON ITS BEHALF. EACH COMPANY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS (OR ANY POLITICAL SUBDIVISION THEREOF) BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED AT LAW. EACH COMPANY FURTHER AGREES THAT IT SHALL, FOR SO LONG AS ANY COMMITMENT OR ANY OBLIGATION OF ANY LOAN PARTY TO ANY LENDER REMAINS OUTSTANDING, CONTINUE TO RETAIN PROCESS AGENT FOR THE PURPOSES SET FORTH IN THIS SECTION 24. THE PROCESS AGENT IS THE BORROWER, WITH AN OFFICE ON THE DATE HEREOF AS SET FORTH IN THE CREDIT AGREEMENT. THE PROCESS AGENT HEREBY ACCEPTS THE APPOINTMENT OF PROCESS AGENT BY THE COMPANIES AND AGREES TO ACT AS PROCESS AGENT ON BEHALF OF THE COMPANIES.

62. EXCEPT AS PROHIBITED BY LAW, EACH COMPANY HEREBY WAIVES TRIAL BY A JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE COLLATERAL TO THE FULLEST EXTENT PERMITTED BY LAW.

63. NOTICES. ALL NOTICES, STATEMENTS, REQUESTS AND DEMANDS AND OTHER COMMUNICATIONS GIVEN TO OR MADE UPON THE COMPANIES, THE ADMINISTRATIVE AGENT OR THE LENDERS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT SHALL BE GIVEN OR MADE AS PROVIDED IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT.

64. RULES OF CONSTRUCTION. THE RULES OF CONSTRUCTION SET FORTH IN SECTION 1.2 [CONSTRUCTION] OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT.

65. AMENDMENT AND RESTATEMENT; NO NOVATION. THE EXISTING INTERCOMPANY SUBORDINATION AGREEMENT IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS PROVIDED HEREIN, AND THIS AGREEMENT IS NOT INTENDED TO CONSTITUTE, NOR DOES IT CONSTITUTE, AN INTERRUPTION, SUSPENSION OF CONTINUITY, SATISFACTION, DISCHARGE OF PRIOR DUTIES, NOVATION, OR TERMINATION OF THE LIENS, SECURITY INTERESTS, INDEBTEDNESS, LOANS, LIABILITIES, EXPENSES, OR OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE EXISTING CREDIT AGREEMENT OR THE EXISTING INTERCOMPANY SUBORDINATION AGREEMENT. EACH COMPANY AND THE

ADMINISTRATIVE AGENT ACKNOWLEDGE AND AGREE THAT THE EXISTING INTERCOMPANY SUBORDINATION AGREEMENT HAS CONTINUED TO SECURE THE INDEBTEDNESS, LOANS, LIABILITIES, EXPENSES, AND OBLIGATIONS UNDER THE CREDIT AGREEMENT AND THE EXISTING CREDIT AGREEMENT SINCE THE DATE OF EXECUTION OF THE EXISTING INTERCOMPANY SUBORDINATION AGREEMENT; AND THAT THIS AGREEMENT IS ENTITLED TO ALL RIGHTS AND BENEFITS ORIGINALLY PERTAINING TO THE EXISTING INTERCOMPANY SUBORDINATION AGREEMENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**[SIGNATURE PAGE - AMENDED AND RESTATED
INTERCOMPANY SUBORDINATION AGREEMENT]**

WITNESS the due execution hereof as of the day and year first above written with the intent that it constitute a sealed instrument.

KOPPERS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS HOLDINGS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS WORLD-WIDE VENTURES CORPORATION

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS DELAWARE, INC.

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE - AMENDED AND RESTATED
INTERCOMPANY SUBORDINATION AGREEMENT]

KOPPERS ASIA LLC

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS CONCRETE PRODUCTS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

CONCRETE PARTNERS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS VENTURES LLC

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE - AMENDED AND RESTATED
INTERCOMPANY SUBORDINATION AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as Administrative
Agent

By: /s/ Tracy J. DeCock

Name: Tracy J. DeCock

Title: Senior Vice President

REVOLVING CREDIT NOTE

US\$

Pittsburgh, Pennsylvania
March 27, 2013

FOR VALUE RECEIVED, the undersigned, **KOPPERS INC.**, a Pennsylvania corporation (herein called the "**Borrower**"), hereby unconditionally promises to pay to the order of (the "**Lender**"), the lesser of (i) the principal sum of U.S. Dollars (US\$), or (ii) the aggregate unpaid principal balance of all Revolving Credit Loans made by the Lender to the Borrower pursuant to Section 2.6.4 [Repayment of Revolving Credit Loans] of the Amended and Restated Credit Agreement, dated as of March 27, 2013, among the Borrower, the Guarantors now or hereafter party thereto, the Lenders now or hereafter party thereto and PNC Bank, National Association, as administrative agent, (hereinafter referred to in such capacity as the "**Administrative Agent**") (as further amended, restated, modified, or supplemented from time to time, the "**Credit Agreement**"), together with all outstanding interest thereon on the Expiration Date.

The Borrower shall pay interest on the unpaid principal balance hereof from time to time outstanding from the date hereof at the rate or rates per annum specified by the Borrower pursuant to, or as otherwise provided in, the Credit Agreement. Subject to the provisions of the Credit Agreement, interest on this Revolving Credit Note will be payable pursuant to Section 5.5 [Interest Payment Dates] of, or as otherwise provided in, the Credit Agreement. If any payment or action to be made or taken hereunder shall be stated to be or become due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, unless otherwise provided in the Credit Agreement, and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action. Upon the occurrence and during the continuation of an Event of Default and at the Administrative Agent's discretion or upon written demand by the Required Lenders, the Borrower shall pay interest on the entire principal amount of the then outstanding Revolving Credit Loans evidenced by this Revolving Credit Note and all other obligations due and payable to the Lender pursuant to the Credit Agreement and the other Loan Documents at a rate per annum as set forth in Section 4.3 [Interest After Default] of the Credit Agreement. Such interest rate will accrue before and after any judgment has been entered.

Subject to the provisions of the Credit Agreement, payments of both principal and interest shall be made without setoff, counterclaim or other deduction of any nature at the office of the Administrative Agent located at 500 First Avenue, Pittsburgh, Pennsylvania 15219, unless otherwise directed in writing by the Administrative Agent, in lawful money of the United States of America in immediately available funds.

This Revolving Credit Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement and the other Loan Documents, including the representations, warranties, covenants, conditions, security interests and Liens contained or granted therein. The Credit Agreement among other things contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments, in certain circumstances,

on account of principal hereof prior to maturity upon the terms and conditions therein specified. The Borrower waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Revolving Credit Note and the Credit Agreement.

This Revolving Credit Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns. All references herein to the "Borrower", the "Administrative Agent" and the "Lender" shall be deemed to apply to the Borrower, the Administrative Agent and the Lender, respectively, and their respective successors and assigns as permitted under the Credit Agreement.

This Revolving Credit Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed, by and construed and enforced in accordance with, the internal laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law principles.

All capitalized terms used herein shall, unless otherwise defined herein, have the same meanings given to such terms in the Credit Agreement and Section 1.2 [Construction] of the Credit Agreement shall apply to this Revolving Credit Note.

[That certain Revolving Credit Note, made by the Borrower in favor of the Lender, pursuant to the Existing Credit Agreement (the "Existing Revolving Credit Note"), is hereby amended and restated in its entirety and as such, the Existing Revolving Credit Note no longer constitutes obligations of the Borrower as of the date hereof separate from this Revolving Credit Note but this Revolving Credit Note is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the indebtedness, loans, liabilities, expenses, or guarantied obligations under the Credit Agreement, the Existing Credit Agreement or the Existing Revolving Credit Note. The Borrower and the Lender acknowledge and agree that the Existing Revolving Credit Note has continued to evidence the indebtedness, loans, liabilities, expenses, and obligations under the Credit Agreement and the Existing Credit Agreement since the date of execution of the Existing Revolving Credit Note; and that this Revolving Credit Note is entitled to all rights and benefits originally pertaining to the Existing Revolving Credit Note.]

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO REVOLVING CREDIT NOTE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Revolving Credit Note by its duly authorized officer with the intention that it constitute a sealed instrument.

KOPPERS INC.

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT 1.1(N)(2)

SWING LOAN NOTE

US\$20,000,000

Pittsburgh, Pennsylvania
March 27, 2013

FOR VALUE RECEIVED, the undersigned, **KOPPERS INC.**, a Pennsylvania corporation (herein called the “**Borrower**”), hereby unconditionally promises to pay to the order of **PNC BANK, NATIONAL ASSOCIATION** (the “**Lender**”), the lesser of (i) the principal sum of Twenty Million U.S. Dollars (US\$20,000,000), or (ii) the aggregate unpaid principal balance of all Swing Loans made by the Lender to the Borrower pursuant to the Amended and Restated Credit Agreement, dated as of March 27, 2013, among the Borrower, the Guarantors now or hereafter party thereto, the Lenders now or hereafter party thereto, and the Lender, as administrative agent (hereinafter referred to in such capacity as the “**Administrative Agent**”) (as further amended, restated, modified, or supplemented from time to time, the “**Credit Agreement**”), payable with respect to each Swing Loan evidenced hereby on the earlier of (i) demand by the Lender or (ii) on the Expiration Date.

The Borrower shall pay interest on the unpaid principal balance of each Swing Loan from time to time outstanding from the date hereof at the rate per annum and on the date(s) provided in the Credit Agreement. Subject to the provisions of the Credit Agreement, interest on this Swing Loan Note will be payable pursuant to Section 5.5 [Interest Payment Dates] of, or as otherwise provided in, the Credit Agreement. If any payment or action to be made or taken hereunder shall be stated to be or become due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, unless otherwise provided in the Credit Agreement, and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action. Upon the occurrence and during the continuation of an Event of Default and at the Administrative Agent’s discretion or upon written demand by the Required Lenders, the Borrower shall pay interest on the entire principal amount of the then outstanding Swing Loans evidenced by this Swing Loan Note at a rate per annum as set forth in Section 4.3 [Interest After Default] of the Credit Agreement. Such interest rate will accrue before and after any judgment has been entered.

Subject to the provisions of the Credit Agreement, payments of both principal and interest shall be made without setoff, counterclaim or other deduction of any nature at the office of the Administrative Agent located at 500 First Avenue, Pittsburgh, Pennsylvania 15219, unless otherwise directed in writing by the Administrative Agent, in lawful money of the United States of America in immediately available funds.

This Swing Loan Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement and the other Loan Documents, including the representations, warranties, covenants, conditions, security interests and Liens contained or granted therein. The Credit Agreement among other things contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments, in certain circumstances, on account of principal hereof prior to maturity upon the terms and conditions therein specified.

The Borrower waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Swing Loan Note and the Credit Agreement.

The Borrower acknowledges and agrees that the Lender may at any time and in its sole discretion demand payment of all amounts outstanding under this Swing Loan Note without prior notice to the Borrower.

This Swing Loan Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns. All references herein to the "Borrower", the "Administrative Agent" and the "Lender" shall be deemed to apply to the Borrower, the Administrative Agent and the Lender, respectively, and their respective successors and assigns as permitted under the Credit Agreement.

This Swing Loan Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed, by and construed and enforced in accordance with, the internal laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law principles.

All capitalized terms used herein shall, unless otherwise defined herein, have the same meanings given to such terms in the Credit Agreement and Section 1.2 [Construction] of the Credit Agreement shall apply to this Swing Loan Note.

That certain Swing Loan Note, made by the Borrower in favor of the Lender, pursuant to the Existing Credit Agreement (the "Existing Swing Loan Note"), is hereby amended and restated in its entirety and as such, the Existing Swing Loan Note no longer constitutes obligations of the Borrower as of the date hereof separate from this Swing Loan Note but this Swing Loan Note is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the indebtedness, loans, liabilities, expenses, or guarantied obligations under the Credit Agreement, the Existing Credit Agreement or the Existing Swing Loan Note. The Borrower and the Lender acknowledge and agree that the Existing Swing Loan Note has continued to evidence the indebtedness, loans, liabilities, expenses, and obligations under the Credit Agreement and the Existing Credit Agreement since the date of execution of the Existing Swing Loan Note; and that this Swing Loan Note is entitled to all rights and benefits originally pertaining to the Existing Swing Loan Note.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SWING LOAN NOTE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Swing Loan Note by its duly authorized officer with the intention that it constitute a sealed instrument.

KOPPERS INC.

By: _____ (SEAL)
Name: _____
Title: _____

AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the “**Agreement**”), dated as of March 27, 2013 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME** (each a “**Pledgor**” and collectively, the “**Pledgors**”) and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below (the “**Administrative Agent**”).

WITNESSETH THAT:

WHEREAS, reference is made to that certain Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of October 31, 2008, made by the Pledgors (as defined therein) party thereto and the Administrative Agent, as heretofore amended (as so amended, the “**Existing Patent, Trademark and Copyright Security Agreement**”), executed and delivered pursuant to that certain Amended and Restated Credit Agreement, dated October 31, 2008, among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and the Administrative Agent, as heretofore amended (as so amended, the “**Existing Credit Agreement**”); and

WHEREAS, the parties desire to further amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be further restated, amended, modified or supplemented, the “**Credit Agreement**”) of even date herewith by and among the Borrower, the Guarantors (as defined therein) from time to time party thereto (the “**Guarantors**”), the Lenders (as defined therein) from time to time party thereto (the “**Lenders**”), and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have agreed to make certain loans and other financial accommodations to the Borrower; and

WHEREAS, the obligation of the Administrative Agent and the Lenders to make loans under the Credit Agreement is subject to the conditions, among others, that the Pledgors amend and restate the Existing Patent, Trademark and Copyright Security Agreement and secure the Obligations to the Administrative Agent and the Lenders under the Credit Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

66. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, (I) CAPITALIZED TERMS USED IN THIS AGREEMENT SHALL HAVE THE RESPECTIVE MEANINGS ASSIGNED TO THEM IN THE CREDIT AGREEMENT AND (II) THE RULES OF CONSTRUCTION SET FORTH IN SECTION 1.2 [CONSTRUCTION] OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT. WHERE APPLICABLE AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TERMS USED HEREIN (WHETHER OR NOT CAPITALIZED) SHALL HAVE THE RESPECTIVE MEANINGS ASSIGNED TO THEM IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE COMMONWEALTH OF PENNSYLVANIA, AS AMENDED FROM TIME TO TIME (THE "CODE").

66.1 "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

66.2 "**Secured Obligations**" shall mean and include the following: (i) any and all obligations, liabilities, and indebtedness from time to time of the Borrower, any Guarantor or any other Subsidiary of the Borrower to the Administrative Agent, any of the Lenders or any Affiliate of any Agent or any Lender under or in connection with the Credit Agreement or any other Loan Document, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganizations, or similar proceeding with respect to the Borrower, any Guarantor or any other Subsidiary of the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all Obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to an extension of credit is not satisfied); (ii) all Reimbursement Obligations of each Loan Party and any other Subsidiary of the Borrower with respect to any one or more Letters of Credit issued by any Issuing Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each Loan Party or any other Subsidiary of the Borrower to the Agents or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement provided by the Administrative Agent, any of the Lenders or such Affiliates pursuant to the Credit Agreement; (iv) any sums advanced by or owing to the Administrative Agent or any of the Lenders for any reason relating to the Credit Agreement, any other Loan Document, or any collateral relating thereto, including for indemnification, for maintenance,

preservation, protection or enforcement of, or realization upon, the Collateral or other collateral security or any one or more guaranties, and for enforcement, collection, or preservation of the rights of the Administrative Agent and the Lenders, and regardless whether before or after default or the entry of any judgment; (v) any obligation or liability of any Loan Party or any other Subsidiary of the Borrower arising out of overdrafts on deposits or other accounts or out of electronic funds (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of any Agent or any Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of any Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, and (vi) any amendments, extensions, renewals and increases of or to any of the foregoing; notwithstanding the foregoing provisions in this definition, "Obligations" shall not include Excluded Swap Obligations.

67. TO SECURE THE FULL PAYMENT AND PERFORMANCE OF ALL SECURED OBLIGATIONS, EACH PLEDGOR HEREBY GRANTS AND CONVEYS A SECURITY INTEREST TO THE ADMINISTRATIVE AGENT, FOR ITSELF AND THE BENEFIT OF THE LENDERS AND THEIR RESPECTIVE AFFILIATES, IN THE ENTIRE RIGHT, TITLE AND INTEREST OF SUCH PLEDGOR IN AND TO ALL OF ITS PATENTS, TRADEMARKS AND COPYRIGHTS. NOTWITHSTANDING THE FOREGOING AND ONLY WITH RESPECT TO CONTRACTS AND LICENSES WHICH EXIST ON THE CLOSING DATE, IF THE FOREGOING GRANT OF A SECURITY INTEREST IN FAVOR OF THE ADMINISTRATIVE AGENT WOULD CAUSE SUCH CONTRACTS AND LICENSES TO BE VOID PURSUANT TO THE TERMS OF SUCH CONTRACTS AND LICENSES (SUBJECT TO ANY LIMITATIONS IN ARTICLE 9 OF THE CODE WITH RESPECT TO THE EFFECT OF SUCH RESTRICTIONS ON THE COLLATERAL ASSIGNMENT OF SUCH CONTRACTS AND LICENSES), THEN THE GRANT OF A SECURITY INTEREST IN SUCH CONTRACTS AND LICENSES SHALL BE POSTPONED TO THE EXTENT OF SUCH RESTRICTIONS ON COLLATERAL ASSIGNMENT UNTIL SUCH TIME AS THE GRANT OF THE SECURITY INTEREST WOULD NOT CAUSE SUCH CONTRACTS AND LICENSES TO BE VOID.

68. EACH PLEDGOR JOINTLY AND SEVERALLY REPRESENTS AND WARRANTS, AND COVENANTS THAT:

68.1 the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

68.2 to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

68.3 such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

68.4 such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

68.5 no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

68.6 such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

68.7 such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 11 hereof;

68.8 such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

68.9 such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

68.10 such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

69. EACH OF THE OBLIGATIONS AND ADDITIONAL LIABILITIES OF EACH AND EVERY PLEDGOR UNDER THIS AGREEMENT ARE JOINT AND SEVERAL WITH THE OBLIGATIONS OF THE OTHER PLEDGORS, AND EACH PLEDGOR HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY DEFENSE IT MAY OTHERWISE HAVE TO THE PAYMENT AND PERFORMANCE OF THE OBLIGATIONS THAT ITS LIABILITY HEREUNDER IS LIMITED AND NOT JOINT AND SEVERAL. EACH PLEDGOR ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER SERVES AS A MATERIAL INDUCEMENT TO THE AGREEMENT OF THE ADMINISTRATIVE AGENT AND THE LENDERS TO MAKE THE LOANS, AND THAT THE ADMINISTRATIVE AGENT AND THE LENDERS ARE RELYING ON SUCH WAIVER IN ENTERING INTO THIS AGREEMENT. THE UNDERTAKINGS OF EACH PLEDGOR HEREUNDER SECURE THE OBLIGATIONS OF THE BORROWER, ITSELF AND THE OTHER PLEDGORS. THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, MAY, IN THEIR SOLE DISCRETION, ELECT TO ENFORCE THIS AGREEMENT AGAINST ANY PLEDGOR WITHOUT ANY DUTY OR RESPONSIBILITY TO PURSUE ANY OTHER PLEDGOR AND SUCH AN ELECTION BY THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, SHALL NOT BE A DEFENSE TO ANY ACTION THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY OF THEM, MAY ELECT TO TAKE AGAINST ANY PLEDGOR. EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREBY RESERVES ALL RIGHTS AGAINST EACH PLEDGOR.

70. EACH PLEDGOR AGREES THAT, UNTIL ALL OF THE SECURED OBLIGATIONS SHALL HAVE BEEN INDEFEASIBLY PAID IN FULL, ALL COMMITMENTS HAVE BEEN TERMINATED, AND ALL LETTERS OF CREDIT AND ANY LENDER-PROVIDED HEDGE AND ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT HAVE EXPIRED OR BEEN TERMINATED, IT WILL NOT ENTER INTO ANY AGREEMENT (FOR EXAMPLE, A LICENSE AGREEMENT) WHICH IS INCONSISTENT WITH SUCH PLEDGOR'S OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT THE ADMINISTRATIVE AGENT'S PRIOR WRITTEN CONSENT WHICH SHALL NOT BE UNREASONABLY WITHHELD, EXCEPT SUCH PLEDGOR MAY LICENSE TECHNOLOGY IN THE ORDINARY COURSE OF BUSINESS WITHOUT THE ADMINISTRATIVE AGENT'S CONSENT TO SUPPLIERS AND CUSTOMERS TO FACILITATE THE MANUFACTURE AND USE OF SUCH PLEDGOR'S PRODUCTS.

71. IF, BEFORE THE SECURED OBLIGATIONS SHALL HAVE BEEN PAID IN FULL AND ALL COMMITMENTS HAVE BEEN TERMINATED, AND ALL LETTERS OF CREDIT AND ANY LENDER-PROVIDED HEDGE AND ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT HAVE EXPIRED OR BEEN TERMINATED, ANY PLEDGOR SHALL OWN ANY NEW TRADEMARKS OR ANY NEW COPYRIGHTABLE OR PATENTABLE INVENTIONS, OR ANY PATENT APPLICATION OR PATENT FOR ANY REISSUE, DIVISION, CONTINUATION, RENEWAL, EXTENSION, OR CONTINUATION IN PART OF ANY PATENT, TRADEMARK OR COPYRIGHT OR ANY IMPROVEMENT ON ANY PATENT, TRADEMARK OR COPYRIGHT, THE PROVISIONS OF THIS AGREEMENT SHALL AUTOMATICALLY APPLY THERETO AND SUCH PLEDGOR SHALL GIVE TO THE ADMINISTRATIVE AGENT PROMPT NOTICE THEREOF IN WRITING. EACH PLEDGOR AND THE ADMINISTRATIVE AGENT AGREE TO MODIFY THIS AGREEMENT BY AMENDING SCHEDULE A TO INCLUDE ANY FUTURE PATENTS, PATENT APPLICATIONS, TRADEMARK APPLICATIONS, TRADEMARKS, COPYRIGHTS OR COPYRIGHT APPLICATIONS AND THE PROVISIONS OF THIS AGREEMENT SHALL APPLY THERETO.

72. THE ADMINISTRATIVE AGENT SHALL HAVE, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES GIVEN IT BY THIS AGREEMENT AND THOSE RIGHTS AND REMEDIES SET FORTH IN THE CREDIT AGREEMENT, THOSE ALLOWED BY APPLICABLE LAW AND THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE AS ENACTED IN ANY JURISDICTION IN WHICH THE PATENTS, TRADEMARKS AND COPYRIGHTS MAY BE LOCATED AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, THE ADMINISTRATIVE AGENT MAY IMMEDIATELY, WITHOUT DEMAND OF PERFORMANCE AND WITHOUT OTHER NOTICE (EXCEPT AS SET FORTH BELOW) OR DEMAND WHATSOEVER TO ANY PLEDGOR, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED, AND WITHOUT ADVERTISEMENT, SELL AT PUBLIC OR PRIVATE SALE OR OTHERWISE REALIZE UPON, IN A CITY THAT THE

ADMINISTRATIVE AGENT SHALL DESIGNATE BY NOTICE TO SUCH PLEDGOR, IN PITTSBURGH, PENNSYLVANIA OR ELSEWHERE, THE WHOLE OR FROM TIME TO TIME ANY PART OF THE PATENTS, TRADEMARKS AND COPYRIGHTS, OR ANY INTEREST WHICH SUCH PLEDGOR MAY HAVE THEREIN AND, AFTER DEDUCTING FROM THE PROCEEDS OF SALE OR OTHER DISPOSITION OF THE PATENTS, TRADEMARKS AND COPYRIGHTS ALL EXPENSES (INCLUDING FEES AND EXPENSES FOR BROKERS AND ATTORNEYS), SHALL APPLY THE REMAINDER OF SUCH PROCEEDS TOWARD THE PAYMENT OF THE SECURED OBLIGATIONS AS THE ADMINISTRATIVE AGENT, IN ITS SOLE DISCRETION, SHALL DETERMINE. ANY REMAINDER OF THE PROCEEDS AFTER PAYMENT IN FULL OF THE SECURED OBLIGATIONS SHALL BE PAID OVER TO PLEDGORS. NOTICE OF ANY SALE OR OTHER DISPOSITION OF THE PATENTS, TRADEMARKS AND COPYRIGHTS SHALL BE GIVEN TO PLEDGORS AT LEAST TEN (10) DAYS BEFORE THE TIME OF ANY INTENDED PUBLIC OR PRIVATE SALE OR OTHER DISPOSITION OF THE PATENTS, TRADEMARKS AND COPYRIGHTS IS TO BE MADE, WHICH EACH PLEDGOR HEREBY AGREES SHALL BE REASONABLE NOTICE OF SUCH SALE OR OTHER DISPOSITION. AT ANY SUCH SALE OR OTHER DISPOSITION, THE ADMINISTRATIVE AGENT MAY, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PURCHASE THE WHOLE OR ANY PART OF THE PATENTS, TRADEMARKS AND COPYRIGHTS SOLD, FREE FROM ANY RIGHT OF REDEMPTION ON THE PART OF ANY PLEDGOR, WHICH RIGHT IS HEREBY WAIVED AND RELEASED.

73. IF ANY EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING, EACH PLEDGOR HEREBY AUTHORIZES AND EMPOWERS THE ADMINISTRATIVE AGENT TO MAKE, CONSTITUTE AND APPOINT ANY OFFICER OR AGENT OF THE ADMINISTRATIVE AGENT, AS THE ADMINISTRATIVE AGENT MAY SELECT IN ITS EXCLUSIVE DISCRETION, AS SUCH PLEDGOR'S TRUE AND LAWFUL ATTORNEY-IN-FACT, WITH THE POWER TO ENDORSE SUCH PLEDGOR'S NAME ON ALL APPLICATIONS, DOCUMENTS, PAPERS AND INSTRUMENTS NECESSARY FOR THE ADMINISTRATIVE AGENT TO USE THE PATENTS, TRADEMARKS AND COPYRIGHTS, OR TO GRANT OR ISSUE, ON COMMERCIALY REASONABLE TERMS, ANY EXCLUSIVE OR NONEXCLUSIVE LICENSE UNDER THE PATENTS, TRADEMARKS AND COPYRIGHTS TO ANY THIRD PERSON, OR NECESSARY FOR THE ADMINISTRATIVE AGENT TO ASSIGN, PLEDGE, CONVEY OR OTHERWISE TRANSFER TITLE IN OR DISPOSE, ON COMMERCIALY REASONABLE TERMS, OF THE PATENTS, TRADEMARKS AND COPYRIGHTS TO ANY THIRD PERSON. EACH PLEDGOR HEREBY RATIFIES ALL THAT SUCH ATTORNEY SHALL LAWFULLY DO OR CAUSE TO BE DONE BY VIRTUE HEREOF. THIS POWER OF ATTORNEY, BEING COUPLED WITH AN INTEREST, SHALL BE IRREVOCABLE FOR THE LIFE OF THIS AGREEMENT.

74. AT SUCH TIME AS ALL OF THE SECURED OBLIGATIONS SHALL HAVE BEEN PAID IN FULL AND ALL COMMITMENTS SHALL HAVE BEEN TERMINATED, AND ALL LETTERS OF CREDIT AND ANY LENDER-PROVIDED HEDGE AND ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT HAVE EXPIRED OR BEEN TERMINATED, THIS AGREEMENT SHALL TERMINATE AND THE ADMINISTRATIVE

AGENT SHALL EXECUTE AND DELIVER TO THE PLEDGORS ALL DEEDS, ASSIGNMENTS AND OTHER INSTRUMENTS AS MAY BE NECESSARY OR PROPER TO RE-VEST IN THE PLEDGORS FULL TITLE TO THE PATENTS, TRADEMARKS AND COPYRIGHTS, SUBJECT TO ANY DISPOSITION THEREOF WHICH MAY HAVE BEEN MADE BY THE ADMINISTRATIVE AGENT PURSUANT HERETO.

75. ANY AND ALL FEES, COSTS AND EXPENSES, OF WHATEVER KIND OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY THE ADMINISTRATIVE AGENT IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND ALL OTHER DOCUMENTS RELATING HERETO AND THE CONSUMMATION OF THIS TRANSACTION, THE FILING OR RECORDING OF ANY DOCUMENTS (INCLUDING ALL TAXES IN CONNECTION THEREWITH) IN PUBLIC OFFICES, THE PAYMENT OR DISCHARGE OF ANY TAXES, COUNSEL FEES, MAINTENANCE FEES, ENCUMBRANCES, THE PROTECTION, MAINTENANCE OR PRESERVATION OF THE PATENTS, TRADEMARKS AND COPYRIGHTS, OR THE DEFENSE OR PROSECUTION OF ANY ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THE PATENTS, TRADEMARKS AND COPYRIGHTS, SHALL BE BORNE AND PAID BY THE PLEDGORS WITHIN FIFTEEN (15) DAYS OF DEMAND BY THE ADMINISTRATIVE AGENT, AND IF NOT PAID WITHIN SUCH TIME, SHALL BE ADDED TO THE PRINCIPAL AMOUNT OF THE SECURED OBLIGATIONS AND SHALL BEAR INTEREST AT THE HIGHEST RATE PRESCRIBED IN THE CREDIT AGREEMENT.

76. EACH PLEDGOR SHALL HAVE THE DUTY, THROUGH COUNSEL REASONABLY ACCEPTABLE TO THE ADMINISTRATIVE AGENT, TO PROSECUTE DILIGENTLY ANY PATENT APPLICATIONS OF THE PATENTS, TRADEMARKS AND COPYRIGHTS PENDING AS OF THE DATE OF THIS AGREEMENT IF COMMERCIALY REASONABLE OR THEREAFTER UNTIL THE SECURED OBLIGATIONS SHALL HAVE BEEN INDEFEASIBLY PAID IN FULL AND THE COMMITMENTS SHALL HAVE TERMINATED, AND THE LETTERS OF CREDIT AND ANY LENDER-PROVIDED HEDGE AND ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT HAVE EXPIRED OR BEEN TERMINATED, TO MAKE APPLICATION ON UNPATENTED BUT PATENTABLE INVENTIONS (WHENEVER IT IS COMMERCIALY REASONABLE IN THE REASONABLE JUDGMENT OF SUCH PLEDGOR TO DO SO) AND TO PRESERVE AND MAINTAIN ALL RIGHTS IN PATENT APPLICATIONS AND PATENTS OF THE PATENTS, INCLUDING THE PAYMENT OF ALL MAINTENANCE FEES. ANY EXPENSES INCURRED IN CONNECTION WITH SUCH AN APPLICATION SHALL BE BORNE BY THE PLEDGORS. NO PLEDGOR SHALL ABANDON ANY PATENT, TRADEMARK OR COPYRIGHT WITHOUT THE CONSENT OF THE ADMINISTRATIVE AGENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

77. EACH PLEDGOR SHALL HAVE THE RIGHT, WITH THE CONSENT OF THE ADMINISTRATIVE AGENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, TO BRING SUIT, ACTION OR OTHER PROCEEDING IN ITS OWN NAME, AND TO JOIN THE ADMINISTRATIVE AGENT, IF NECESSARY, AS A PARTY TO SUCH SUIT SO LONG AS THE ADMINISTRATIVE AGENT IS SATISFIED THAT SUCH

JOINDER WILL NOT SUBJECT IT TO ANY RISK OF LIABILITY, TO ENFORCE THE PATENTS, TRADEMARKS AND COPYRIGHTS AND ANY LICENSES THEREUNDER. EACH PLEDGOR SHALL PROMPTLY, UPON DEMAND, REIMBURSE AND INDEMNIFY THE ADMINISTRATIVE AGENT FOR ALL DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT AS A RESULT OF SUCH SUIT OR JOINDER BY SUCH PLEDGOR.

78. NO COURSE OF DEALING BETWEEN ANY PLEDGOR AND THE ADMINISTRATIVE AGENT, NOR ANY FAILURE TO EXERCISE NOR ANY DELAY IN EXERCISING, ON THE PART OF THE ADMINISTRATIVE AGENT, ANY RIGHT, REMEDY, POWER OR PRIVILEGE OF THE ADMINISTRATIVE AGENT HEREUNDER SHALL OPERATE AS A WAIVER THEREOF, NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY RIGHT, REMEDY, POWER OR PRIVILEGE HEREUNDER PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY OTHER RIGHT, REMEDY, POWER OR PRIVILEGE. NO WAIVER OF A SINGLE EVENT OF DEFAULT SHALL BE DEEMED A WAIVER OF A SUBSEQUENT EVENT OF DEFAULT.

79. ALL OF THE ADMINISTRATIVE AGENT'S RIGHTS AND REMEDIES WITH RESPECT TO THE PATENTS, TRADEMARKS AND COPYRIGHTS, WHETHER ESTABLISHED HEREBY OR BY THE CREDIT AGREEMENT OR BY ANY OTHER AGREEMENTS OR BY LAW, SHALL BE CUMULATIVE AND NOT EXCLUSIVE OF ANY RIGHTS OR REMEDIES WHICH IT MAY OTHERWISE HAVE UNDER THE OTHER LOAN DOCUMENTS, UNDER ANY LENDER-PROVIDED HEDGE OR UNDER ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT, OR BY LAW, AND THE ADMINISTRATIVE AGENT MAY ENFORCE ANY ONE OR MORE REMEDIES HEREUNDER SUCCESSIVELY OR CONCURRENTLY AT ITS OPTION.

80. (A) IT IS THE INTENTION OF THE PARTIES THAT THIS AGREEMENT BE ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BUT THAT THE UNENFORCEABILITY (OR MODIFICATION TO CONFORM TO SUCH LAW) OF ANY PROVISION OR PROVISIONS HEREOF SHALL NOT RENDER UNENFORCEABLE, OR IMPAIR, THE REMAINDER HEREOF. IF ANY PROVISION IN THIS AGREEMENT SHALL BE HELD INVALID OR UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION, THIS AGREEMENT SHALL, AS TO SUCH JURISDICTION, BE DEEMED AMENDED TO MODIFY OR DELETE, AS NECESSARY, THE OFFENDING PROVISION OR PROVISIONS AND TO ALTER THE BOUNDS THEREOF IN ORDER TO RENDER IT OR THEM VALID AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT IN ANY MANNER AFFECTING THE VALIDITY OR ENFORCEABILITY OF SUCH PROVISION OR PROVISIONS IN ANY OTHER JURISDICTION OR THE REMAINING PROVISIONS HEREOF IN ANY JURISDICTION WITHOUT INVALIDATING THE REMAINING PROVISIONS HEREOF.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or

preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

80.1.1 the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents, and any Lender-Provided Hedge and any Lender-Provided Treasury/Credit Arrangement, and the value of the benefits described in Section 25 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement, or

80.1.2 the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

81. THIS AGREEMENT SUPERSEDES ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, WHETHER WRITTEN OR ORAL, BETWEEN THE PARTIES HERETO RELATING TO A GRANT OF A SECURITY INTEREST IN THE PATENTS, TRADEMARKS AND COPYRIGHTS BY ANY PLEDGOR. THIS AGREEMENT IS SUBJECT TO WAIVER, MODIFICATION, SUPPLEMENT OR AMENDMENT ONLY BY A WRITING SIGNED BY THE PARTIES, EXCEPT AS PROVIDED IN SECTION 6 AND SECTION 26 HEREOF WITH RESPECT TO ADDITIONS AND SUPPLEMENTS TO SCHEDULE A HERETO.

82. EACH PLEDGOR HEREBY AGREES TO BE BOUND BY THE PROVISIONS OF SECTION 5.9 [TAXES] OF THE CREDIT AGREEMENT AND SHALL MAKE ALL PAYMENTS FREE AND CLEAR OF TAXES AS PROVIDED THEREIN.

83. THE BENEFITS AND BURDENS OF THIS AGREEMENT SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES, PROVIDED, HOWEVER, THAT NO PLEDGOR MAY ASSIGN OR TRANSFER ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR ANY INTEREST HEREIN, AND ANY SUCH PURPORTED ASSIGNMENT OR TRANSFER SHALL BE NULL AND VOID.

84. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR THE REMEDIES HEREUNDER IN RESPECT OF ANY PATENTS, TRADEMARKS OR COPYRIGHTS ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE COMMONWEALTH OF PENNSYLVANIA.

85. EACH PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY PENNSYLVANIA STATE OR FEDERAL COURT SITTING IN ALLEGHENY COUNTY, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PLEDGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE OR FEDERAL COURT. EACH PLEDGOR HEREBY WAIVES TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. EACH PLEDGOR HEREBY APPOINTS THE PROCESS AGENT IDENTIFIED BELOW (THE "PROCESS AGENT") AS ITS AGENT TO RECEIVE ON BEHALF OF SUCH PARTY AND ITS RESPECTIVE PROPERTY SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY ACTION OR PROCEEDING. SUCH SERVICE MAY BE MADE BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO ANY OF THE PLEDGOR IN CARE OF THE PROCESS AGENT AT THE PROCESS AGENT'S ADDRESS, AND EACH PLEDGOR HEREBY AUTHORIZES AND DIRECTS THE PROCESS AGENT TO RECEIVE SUCH SERVICE ON ITS BEHALF. EACH PLEDGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS (OR ANY POLITICAL SUBDIVISION THEREOF) BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED AT LAW. EACH PLEDGOR FURTHER AGREES THAT IT SHALL, FOR SO LONG AS ANY COMMITMENT OR ANY OBLIGATION OF ANY LOAN PARTY TO THE ADMINISTRATIVE AGENT OR ANY LENDER REMAINS OUTSTANDING, CONTINUE TO RETAIN PROCESS AGENT FOR THE PURPOSES SET FORTH IN THIS SECTION 20. THE PROCESS AGENT IS THE BORROWER, WITH AN OFFICE ON THE DATE HEREOF AS SET FORTH IN THE CREDIT AGREEMENT. THE PROCESS AGENT HEREBY ACCEPTS THE APPOINTMENT OF PROCESS AGENT BY THE PLEDGORS AND AGREES TO ACT AS PROCESS AGENT ON BEHALF OF THE PLEDGORS.

86. THIS AGREEMENT MAY BE EXECUTED BY DIFFERENT PARTIES HERETO ON ANY NUMBER OF SEPARATE COUNTERPARTS, EACH OF WHICH,

WHEN SO EXECUTED AND DELIVERED, SHALL BE DEEMED AN ORIGINAL, AND ALL SUCH COUNTERPARTS SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT. EACH PLEDGOR ACKNOWLEDGES AND AGREES THAT A TELECOPY OR ELECTRONIC TRANSMISSION TO THE ADMINISTRATIVE AGENT OR ANY LENDER OF THE SIGNATURE PAGE HEREOF PURPORTING TO BE SIGNED ON BEHALF OF SUCH PLEDGOR SHALL CONSTITUTE EFFECTIVE AND BINDING EXECUTION AND DELIVERY HEREOF BY SUCH PLEDGOR.

87. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

88. ALL NOTICES, STATEMENTS, REQUESTS, DEMANDS, DIRECTIONS AND OTHER COMMUNICATIONS (COLLECTIVELY, "NOTICES") GIVEN TO OR MADE UPON ANY PARTY HERETO UNDER THE PROVISIONS OF THIS AGREEMENT SHALL BE GIVEN TO THE APPLICABLE PARTY HERETO AT THE ADDRESS SET FORTH ON A SCHEDULE 1.1(B) TO THE CREDIT AGREEMENT AND IN THE MANNER PROVIDED IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. THE ADMINISTRATIVE AGENT AND THE LENDERS MAY RELY ON ANY NOTICE (WHETHER OR NOT MADE IN THE MANNER CONTEMPLATED BY THIS AGREEMENT) PURPORTEDLY MADE BY OR ON BEHALF OF ANY PLEDGOR, AND THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL HAVE NO DUTY TO VERIFY THE IDENTITY OR AUTHORITY OF THE PERSON GIVING SUCH NOTICE.

89. EACH PLEDGOR ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE OTHER RIGHTS OF THE ADMINISTRATIVE AGENT HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS, BECAUSE THE ADMINISTRATIVE AGENT'S REMEDIES AT LAW FOR FAILURE OF SUCH PLEDGOR TO COMPLY WITH THE PROVISIONS HEREOF RELATING TO THE ADMINISTRATIVE AGENT'S RIGHTS (I) TO INSPECT THE BOOKS AND RECORDS RELATED TO THE PATENTS, TRADEMARKS AND COPYRIGHTS, (II) TO RECEIVE THE VARIOUS NOTIFICATIONS SUCH PLEDGOR IS REQUIRED TO DELIVER HEREUNDER, (III) TO OBTAIN COPIES OF AGREEMENTS AND DOCUMENTS AS PROVIDED HEREIN WITH RESPECT TO THE PATENTS, TRADEMARKS AND COPYRIGHTS, (IV) TO ENFORCE THE PROVISIONS HEREOF PURSUANT TO WHICH SUCH PLEDGOR HAS APPOINTED THE ADMINISTRATIVE AGENT ITS ATTORNEY-IN-FACT, AND (V) TO ENFORCE THE ADMINISTRATIVE AGENT'S REMEDIES HEREUNDER, WOULD BE INADEQUATE AND THAT ANY SUCH FAILURE WOULD NOT BE ADEQUATELY COMPENSABLE IN DAMAGES, SUCH PLEDGOR AGREES THAT EACH SUCH PROVISION HEREOF MAY BE SPECIFICALLY ENFORCED.

90. EACH PLEDGOR HEREBY ACKNOWLEDGES, REPRESENTS, AND WARRANTS THAT IT RECEIVES SYNERGISTIC BENEFITS BY VIRTUE OF ITS AFFILIATION WITH THE BORROWER AND/OR THE OTHER PLEDGORS AND THAT IT

WILL RECEIVE DIRECT AND INDIRECT BENEFITS FROM THE FINANCING ARRANGEMENTS CONTEMPLATED BY THE CREDIT AGREEMENT AND THAT SUCH BENEFITS, TOGETHER WITH THE RIGHTS OF CONTRIBUTION AND SUBROGATION THAT MAY ARISE IN CONNECTION HEREWITH ARE A REASONABLY EQUIVALENT EXCHANGE OF VALUE IN RETURN FOR PROVIDING THIS AGREEMENT.

91. AT ANY TIME AFTER THE INITIAL EXECUTION AND DELIVERY OF THIS AGREEMENT TO THE ADMINISTRATIVE AGENT AND THE LENDERS, ADDITIONAL PERSONS MAY BECOME PARTIES TO THIS AGREEMENT AND THEREBY ACQUIRE THE DUTIES AND RIGHTS OF BEING A PLEDGOR HEREUNDER BY EXECUTING AND DELIVERING TO THE ADMINISTRATIVE AGENT AND THE LENDERS A GUARANTOR JOINDER PURSUANT TO THE CREDIT AGREEMENT AND, IN ADDITION, A NEW SCHEDULE A HERETO SHALL BE PROVIDED TO THE ADMINISTRATIVE AGENT WITH RESPECT TO SUCH NEW PLEDGOR. NO NOTICE OF THE ADDITION OF ANY PLEDGOR SHALL BE REQUIRED TO BE GIVEN TO ANY PRE-EXISTING PLEDGOR AND EACH PLEDGOR HEREBY CONSENTS THERETO.

92. THE EXISTING PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS PROVIDED HEREIN, AND THIS AGREEMENT IS NOT INTENDED TO CONSTITUTE, NOR DOES IT CONSTITUTE, AN INTERRUPTION, SUSPENSION OF CONTINUITY, SATISFACTION, DISCHARGE OF PRIOR DUTIES, NOVATION, OR TERMINATION OF THE LIENS, SECURITY INTERESTS, INDEBTEDNESS, LOANS, LIABILITIES, EXPENSES, OR OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE EXISTING CREDIT AGREEMENT OR THE EXISTING PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT. EACH PLEDGOR AND THE ADMINISTRATIVE AGENT ACKNOWLEDGE AND AGREE THAT THE EXISTING PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT HAS CONTINUED TO SECURE THE INDEBTEDNESS, LOANS, LIABILITIES, EXPENSES, AND OBLIGATIONS UNDER THE CREDIT AGREEMENT AND THE EXISTING CREDIT AGREEMENT SINCE THE DATE OF EXECUTION OF THE EXISTING PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT; AND THAT THIS AGREEMENT IS ENTITLED TO ALL RIGHTS AND BENEFITS ORIGINALLY PERTAINING TO THE EXISTING PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intent that it constitutes a sealed instrument.

PLEDGORS:

KOPPERS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS HOLDINGS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS WORLD-WIDE VENTURES CORPORATION

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS DELAWARE, INC.

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

KOPPERS ASIA LLC

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS CONCRETE PRODUCTS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

CONCRETE PARTNERS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS VENTURES LLC

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as Administrative
Agent

By: /s/ Tracy J. DeCock

Name: Tracy J. DeCock

Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents:
2. Trademarks:
3. Trade Names:
4. Copyrights:

AMENDED AND RESTATED PLEDGE AGREEMENT

THIS AMENDED AND RESTATED PLEDGE AGREEMENT, dated as of March 27, 2013 (as further amended, restated, supplemented or modified from time to time, the "**Agreement**"), is given, made and entered into by **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME** (each, a "**Pledgor**" and collectively, the "**Pledgors**"), a Pledgor of the corporations, limited liability companies, partnerships or other entities as set forth on Schedule A hereto (each a "**Company**" and collectively the "**Companies**"), and **PNC BANK, NATIONAL ASSOCIATION**, as the administrative agent for itself and the other Lenders under the Credit Agreement described below (the "**Administrative Agent**").

WITNESSETH THAT:

WHEREAS, reference is made to that certain Amended and Restated Pledge Agreement, dated as of October 31, 2008, made by the Pledgors (as defined therein) party thereto and the Administrative Agent, as heretofore amended (as so amended, the "**Existing Pledge Agreement**"), executed and delivered pursuant to that certain Amended and Restated Credit Agreement, dated October 31, 2008, among Koppers Inc., a Pennsylvania corporation (the "**Borrower**"), the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and the Administrative Agent, as heretofore amended (as so amended, the "**Existing Credit Agreement**"); and

WHEREAS, the parties desire to further amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be further restated, amended, modified or supplemented, the "**Credit Agreement**") of even date herewith by and among the Borrower, the Guarantors (as defined therein) from time to time party thereto (the "**Guarantors**"), the Lenders (as defined therein) from time to time party thereto (the "**Lenders**"), and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have agreed to make certain financial accommodations and loans to the Borrower; and

WHEREAS, pursuant to and in consideration of the Credit Agreement, certain of the issued and outstanding capital stock, shares, securities, member interests, partnership interests and other ownership interests of each of the Companies is to be pledged to the Administrative Agent in accordance herewith; and

WHEREAS, each Pledgor owns the outstanding capital stock, shares, securities, member interests, partnership interests and other ownership interests of the Companies as set forth on Schedule A hereto; and

WHEREAS, the obligation of the Administrative Agent and the Lenders to make loans under the Credit Agreement is subject to the conditions, among others, that the Pledgors amend

and restate the Existing Pledge Agreement and secure the Obligations to the Administrative Agent and the Lenders under the Credit Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

93. DEFINED TERMS.

93.1 Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania, as amended from time to time (the "Code").

93.2 "Pledged Collateral" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: (i) all investment property, capital stock, shares, securities, member interests, partnership interests, warrants, options, put rights, call rights, similar rights, and all other ownership or participation interests in any entity or business or in the revenue, income, or profits thereof, (ii) all property of each Pledgor in the Administrative Agent's possession or in transit to or from, under the custody or control of, or on deposit with, the Administrative Agent or any Affiliate thereof, including deposit and other accounts, (iii) cash and cash equivalents (collectively referred to herein as "Investments", including all Investments listed on Schedule A attached hereto and made a part hereof, and all rights and privileges pertaining thereto, including, without limitation, all present and future Investments receivable in respect of or in exchange for any Investments, and all rights under shareholder, member, partnership agreements and other similar agreements relating to any Investments, all rights to subscribe for Investments, whether or not incidental to or arising from ownership of any Investments, (iv) all Investments hereafter pledged by any Pledgor to Administrative Agent to secure the Secured Obligations, (v) together with all cash, interest, stock and other dividends or distributions paid or payable on any of the foregoing, and all books and records (whether paper, electronic or any other medium) pertaining to any of the foregoing, including, without limitation, all stock record and transfer books, and together with whatever is received when any of the foregoing is sold, exchanged, replaced or otherwise disposed of, including all proceeds, as such term is defined in the Code, and all other investment property and similar assets of any Pledgor, and (vi) all cash and non-cash proceeds (including, without limitation, insurance proceeds) of any of the foregoing property, all products thereof, and all additions and accessions thereto, substitutions therefor and replacements thereof.

93.3 "Company" and "Companies" shall mean one or more of the entities issuing any of the Collateral which is or should be (in accordance with Section 5(k) hereto) described on Schedule A hereto.

93.4 "Secured Obligations" shall mean and include the following: (i) any and all obligations, liabilities, and indebtedness from time to time of the Borrower, any Guarantor or any

other Subsidiary of the Borrower to the Administrative Agent, any of the Lenders or any Affiliate of any Agent or any Lender under or in connection with the Credit Agreement or any other Loan Document, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganizations, or similar proceeding with respect to the Borrower, any Guarantor or any other Subsidiary of the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all Obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to an extension of credit is not satisfied); (ii) all Reimbursement Obligations of each Loan Party and any other Subsidiary of the Borrower with respect to any one or more Letters of Credit issued by any Issuing Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each Loan Party or any other Subsidiary of the Borrower to the Agents or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement provided by the Administrative Agent, any of the Lenders or such Affiliates pursuant to the Credit Agreement; (iv) any sums advanced by or owing to the Administrative Agent or any of the Lenders for any reason relating to the Credit Agreement, any other Loan Document, or any collateral relating thereto, including for indemnification, for maintenance, preservation, protection or enforcement of, or realization upon, the Collateral or other collateral security or any one or more guaranties, and for enforcement, collection, or preservation of the rights of the Administrative Agent and the Lenders, and regardless whether before or after default or the entry of any judgment; (v) any obligation or liability of any Loan Party or any other Subsidiary of the Borrower arising out of overdrafts on deposits or other accounts or out of electronic funds (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of any Agent or any Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of any Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, and (vi) any amendments, extensions, renewals and increases of or to any of the foregoing; notwithstanding the foregoing provisions in this definition, "Obligations" shall not include Excluded Swap Obligations.

94. GRANT OF SECURITY INTERESTS.

94.1 To secure on a first priority perfected basis the Payment In Full of all Secured Obligations, each Pledgor hereby grants to the Administrative Agent a continuing first priority security interest under the Code in and hereby pledges to Administrative Agent, in each case for the benefit of each of the Lenders and Administrative Agent and any provider of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement, all of such Pledgor's now existing and hereafter acquired or arising right, title and interest in, to, and under the Pledged Collateral whether now or hereafter existing and wherever located.

94.2 Upon the execution and delivery of this Agreement, each Pledgor shall deliver to and deposit with the Administrative Agent (or with a Person designated by the Administrative Agent to hold the Pledged Collateral on behalf of the Administrative Agent) in pledge, all of such Pledgor's certificates, instruments or other documents comprising or evidencing the Pledged Collateral, together with undated stock powers, instruments or other documents signed in blank by such Pledgor. In the event that any Pledgor should ever acquire or receive certificates, securities, instruments or other documents evidencing the Pledged Collateral, such Pledgor shall deliver to and deposit with the Administrative Agent in pledge, all such certificates, securities, instruments or other documents which evidence the Pledged Collateral.

94.3 Notwithstanding anything to the contrary contained in this Agreement, the Pledged Collateral with respect to any Company organized under the laws of a country or state other than the United States (or any state thereof) or such other country designated by the Borrower and consented to in writing by the Administrative Agent (each a "Partial Pledge Company") shall not exceed sixty-five percent (65%) of the total combined voting power of all classes of capital stock, shares, securities, member interests, partnership interests and other ownership interests entitled to vote of such Partial Pledge Company and this Agreement shall not apply to any such stock, shares, securities, member interests, partnership interests or ownership interests which are in excess of such sixty-five percent (65%) limitation. To the extent the Administrative Agent receives more than sixty-five percent (65%) of the total combined voting power of all classes of capital stock, shares, securities, member interests, partnership interests and other ownership interests entitled to vote of any Partial Pledge Company, Administrative Agent shall return such excess stock, shares, securities, member interests, partnership interests and other ownership interests upon the request of a Pledgor.

95. ADDITIONAL ACTIONS AND FURTHER ASSURANCES.

95.1 Prior to or concurrently with the execution of this Agreement, and thereafter from time to time without any request or notice by the Administrative Agent, Pledgor, at its sole cost and expense, shall execute and deliver to the Administrative Agent all filings, notices, registrations for the corporate records, and all such other documents, and shall take such other action, as may be necessary or advisable to obtain, preserve, protect, and maintain the Administrative Agent's continuing first priority perfected security interest in the portion of the Pledged Collateral that relates to capital stock (or other equity interests) in any Partial Pledged Subsidiary.

95.2 Prior to or concurrently with the execution of this Agreement, and thereafter at any time and from time to time upon reasonable request of the Administrative Agent, each Pledgor shall execute and deliver to the Administrative Agent all financing statements, continuation financing statements, assignments, certificates and documents of title, affidavits, reports, notices, schedules of account, letters of authority, further pledges, powers of attorney and all other documents (collectively, the "Security Documents") which the Administrative Agent may reasonably request, in form reasonably satisfactory to the Administrative Agent, and take such other action which the Administrative Agent may reasonably request, to perfect and continue perfected and to create and maintain the first priority status of the Administrative Agent's security interest in the Pledged Collateral and to fully consummate the transactions contemplated under this Agreement. Each Pledgor agrees that the Administrative Agent may

record any one or more financing statements under the applicable Uniform Commercial Code with respect to the pledge and security interest herein granted. Each Pledgor hereby irrevocably makes, constitutes and appoints the Administrative Agent (and any of the Administrative Agent's officers or employees or agents designated by the Administrative Agent) as such Pledgor's true and lawful attorney with power to sign the name of such Pledgor on all or any of the Security Documents which the Administrative Agent determines must be executed, filed, recorded or sent in order to perfect or continue perfected the Administrative Agent's security interest in the Pledged Collateral in any jurisdiction. Such power, being coupled with an interest, is irrevocable until all of the Secured Obligations have been indefeasibly Paid In Full and the Commitments have terminated.

96. REPRESENTATIONS AND WARRANTIES.

Each Pledgor hereby jointly and severally represents and warrants to the Administrative Agent as follows:

96.1 The Pledged Collateral does not include Margin Stock and no Loan under the Credit Agreement shall be used for the purpose of purchasing or carrying Margin Stock. "Margin Stock" as used in this clause (a) shall have the meaning ascribed to such term by Regulation U of the Board of Governors of the Federal Reserve System of the United States;

96.2 Such Pledgor, has and will continue to have (or, in the case of after-acquired Pledged Collateral, at the time such Pledgor acquires rights in such Pledged Collateral, will have and will continue to have), title to its Pledged Collateral, free and clear of all Liens other than those in favor of the Administrative Agent for the Lenders and the Administrative Agent, and Liens of a governmental authority for taxes not yet due and payable to the extent any applicable statute provides for a Lien on the Pledged Collateral;

96.3 The capital stock shares, securities, member interests, partnership interests and other ownership interests constituting the Pledged Collateral have been duly authorized and validly issued to such Pledgor (as set forth on Schedule A hereto), are fully paid and nonassessable and constitute the following: (i) one hundred percent (100%) of the issued and outstanding capital stock, member interests, partnership interests of each of the Companies which are not Partial Pledged Companies, and (ii) sixty-five percent (65%) of the issued and outstanding capital stock, shares, securities, member interests and partnership interests of each of the Partial Pledged Companies;

96.4 The security interests in the Pledged Collateral granted hereunder are valid, perfected and of first priority, subject to the Lien of no other Person, other than Liens of a governmental authority for taxes not yet due and payable to the extent any applicable statute provides for a Lien on the Pledged Collateral;

96.5 There are no restrictions upon the transfer of the Pledged Collateral and such Pledgor has the power and authority and right to transfer the Pledged Collateral owned by such Pledgor free of any encumbrances and without obtaining the consent of any other Person;

96.6 Such Pledgor has all necessary power to execute, deliver and perform this Agreement;

96.7 There are no actions, suits, or proceedings pending or, to such Pledgor's best knowledge after due inquiry, threatened against or affecting such Pledgor with respect to the Pledged Collateral, at law or in equity or before or by any Official Body, and such Pledgor is not in default with respect to any judgment, writ, injunction, decree, rule or regulation which could adversely affect such Pledgor's performance of the terms of this Agreement;

96.8 This Agreement has been duly executed and delivered and constitutes the valid and legally binding obligation of such Pledgor, enforceable in accordance with its terms, except to the extent that enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforceability of creditors' rights generally or limiting the right of specific performance;

96.9 Neither the execution or delivery by such Pledgor of this Agreement, nor the compliance with the terms and provisions hereof, will violate any provision of any Law or conflict with or result in a breach of any of the terms, conditions or provisions of any judgment, order, injunction, decree or ruling of any Official Body to which such Pledgor or any of its property is subject or any provision of any agreement, understanding or arrangement to which Pledgor is a party or by which such Pledgor or any of its property is bound;

96.10 Such Pledgor's exact legal name is as set forth on the signature page hereto;

96.11 The jurisdiction of incorporation, formation or organization as applicable, of such Pledgor is as set forth on Schedule A hereto; and

96.12 All rights of such Pledgor in connection with its ownership of each of the Companies are evidenced and governed solely by the stock certificates, instruments or other documents evidencing ownership and organizational documents of each of the Companies and no shareholder, voting or other similar agreements are applicable to any of the Pledged Collateral or any of any Pledgor's rights with respect thereto, and no such certificate, instrument or other document provides that any member interest, or partnership interest or other intangible ownership interest, constituting Pledged Collateral, is a "security" within the meaning of and subject to Article 8 of the Code; and, the organizational documents of each Company contain no restrictions on the rights of shareholders, members or partners other than those that normally would apply to a company organized under the laws of the jurisdiction of organization of each of the Companies.

97. GENERAL COVENANTS.

Each Pledgor hereby covenants and agrees as follows:

97.1 Such Pledgor shall do all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Pledged Collateral; such Pledgor shall be responsible for the risk of loss of, damage to, or destruction of the Pledged Collateral owned by such Pledgor, unless such loss is the result of the gross negligence or willful misconduct of the Administrative Agent.

97.2 The capital stock shares, securities, member interests, partnership interests and other ownership interests constituting the Pledged Collateral have been duly authorized and validly issued to such Pledgor (as set forth on Schedule A hereto), are fully paid and

nonassessable and constitute the following: (i) the percentage listed on Schedule A of the issued and outstanding capital stock, member interests and partnership interests of each of the Companies which are not Partial Pledged Companies, and (ii) the lesser of (x) sixty five percent (65%) of the issued and outstanding capital stock, shares, securities, member interests and partnership interests of each of the Partial Pledged Companies or (y) all of the issued and outstanding capital stock, member interests and partnership interests owned by Borrower or any of its Subsidiaries of each Partial Pledged Company.

97.3 The security interests under the Code in the Pledged Collateral granted hereunder are valid, perfected and of first priority subject to the Lien of no other Person, other than Liens of a governmental authority for taxes not yet due and payable to the extent any applicable statute provides for a Lien on the Pledged Collateral. Upon the consummation of those actions described in Section 3 hereof, the security interests in the Pledged Collateral granted hereunder shall be valid, perfected and of first priority subject to the Lien of no other Person under all applicable Law, other than Liens of a governmental authority for taxes not yet due and payable to the extent any applicable statute provides for a Lien on the Pledged Collateral.

97.4 Such Pledgor shall appear in and defend any action or proceeding of which such Pledgor is aware which could reasonably be expected to affect such Pledgor's title to, or the Administrative Agent's interest in, the Pledged Collateral or the proceeds thereof; provided, however, that with the prior written consent of the Administrative Agent such Pledgor may settle such actions or proceedings with respect to the Pledged Collateral, which consent shall not be unreasonably withheld or delayed;

97.5 Such Pledgor shall, and shall cause each of the Companies to, keep separate, accurate and complete records of the Pledged Collateral, disclosing the Administrative Agent's security interest hereunder;

97.6 Such Pledgor shall comply with all Laws applicable to the Pledged Collateral unless any noncompliance would not individually or in the aggregate materially impair the use or value of the Pledged Collateral or the Administrative Agent's rights hereunder;

97.7 There are no restrictions upon the transfer of the Pledged Collateral and such Pledgor has the power and authority and unencumbered right to transfer the Pledged Collateral owned by such Pledgor free of any encumbrances and without the necessity of obtaining the consent of any other Person, other than such consents as have been or will be obtained as of the date hereof or in connection with Pledged Collateral subsequently acquired by Pledgor and other than as provided in the Credit Agreement.

97.8 Such Pledgor has all necessary power to execute, deliver and perform this Agreement and all necessary action to authorize the execution, delivery and performance of this Agreement has been properly taken.

97.9 Such Pledgor shall pay any and all taxes, duties, fees or imposts of any nature imposed by any Official Body on any of the Pledged Collateral, except to the extent contested in good faith by appropriate proceedings;

97.10 Such Pledgor shall permit the Administrative Agent, its officers, employees and agents at reasonable times to inspect all books and records related to the Pledged Collateral;

97.11 Subject to Section 2(c) hereof, to the extent, following the date hereof, such Pledgor acquires capital stock, shares securities, member interests, partnership interests and other ownership interests of any of the Companies or any of the rights, property or securities, shares, capital stock, member interests, partnership interests or any other ownership interests described in the definition of Pledged Collateral with respect to any of the Companies, such ownership interests shall be subject to the terms hereof and, upon such acquisition, shall be deemed to be hereby pledged to the Administrative Agent; and, such Pledgor thereupon shall deliver all such securities, shares, capital stock, member interests, partnership interests and other ownership interests together with an updated Schedule A hereto, to the Administrative Agent together with all such control agreements, financing statements, and any other documents necessary to implement the provisions and purposes of this Agreement as the Administrative Agent may request;

97.12 Except as permitted by the Credit Agreement, during the term of this Agreement, such Pledgor shall not sell, assign, replace, retire, transfer or otherwise dispose of its Pledged Collateral;

97.13 Such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing at least thirty (30) days prior written notice to the Administrative Agent;

97.14 Such Pledgor will not change its name without providing at least thirty (30) days prior written notice to the Administrative Agent;

97.15 Such Pledgor shall preserve its existence as a corporation, limited liability company or partnership, as applicable, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets; and

97.16 During the term of this Agreement, such Pledgor shall not and shall not permit not permit any Company (i) to issue any certificates evidencing the ownership interests of such Company unless such securities are immediately delivered to the Secured Party upon issuance, together with all evidence of such election and issuance and all Security Documents as set forth in Section 3 hereof or (ii) to elect to treat any ownership interests as securities that are subject to Article 8 of the Code.

98. OTHER RIGHTS WITH RESPECT TO PLEDGED COLLATERAL.

In addition to the other rights with respect to the Pledged Collateral granted to the Administrative Agent hereunder, at any time and from time to time, after and during the continuation of an Event of Default, the Administrative Agent, at its option and at the expense of the Pledgors, may (a) transfer into its own name, or into the name of its nominee, all or any part of the Pledged Collateral, thereafter receiving all dividends, income or other distributions upon the Pledged Collateral; (b) take control of and manage all or any of the Pledged Collateral; (c) apply to the payment of any of the Secured Obligations, whether any be due and payable or

not, any moneys, including cash dividends and income from any Pledged Collateral, now or hereafter in the hands of the Administrative Agent or provider of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement, on deposit or otherwise, belonging to any Pledgor, as the Administrative Agent in its sole discretion shall determine; and (d) do anything which any Pledgor is required but fails to do hereunder.

99. ADDITIONAL REMEDIES UPON EVENT OF DEFAULT.

Upon the occurrence of any Event of Default and while such Event of Default shall be continuing, the Administrative Agent shall have, in addition to all rights and remedies of a secured party under the Code or other applicable Law, and in addition to its rights under Section 6 above and under the other Loan Documents, the following rights and remedies:

99.1 The Administrative Agent may, after ten (10) days' advance notice to the a Pledgor, sell, assign, give an option or options to purchase or otherwise dispose of such Pledgor's Pledged Collateral or any part thereof at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. Each Pledgor agrees that ten (10) days' advance notice of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor recognizes that the Administrative Agent may be compelled to resort to one or more private sales of the Pledged Collateral to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities, shares, capital stock, member interests, partnership interests or ownership interests for their own account for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay sale of any of the Pledged Collateral for the period of time necessary to permit any Pledgor (or issuer) to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable securities laws, even if any Pledgor (or issuer) would agree to do so.

99.2 The Pledgors and each of the Companies hereby agree that, at the joint and several expense of the Pledgors and the Companies, the Administrative Agent may have this Agreement translated into the official language of the Administrative Agent or any Company at any time in the Administrative Agent's discretion. In the event of any disagreement between the Administrative Agent and any Pledgor or any of the Companies regarding the translation of this Agreement, the Administrative Agent may submit this Agreement to an internationally recognized translator for translation, at the joint and several expense of the Pledgors and each Company, and each of the Pledgors and each of the Companies is hereby irrevocably deemed to accept as accurate and agree to the translation rendered thereby.

99.3 The proceeds of any collection, sale or other disposition of the Pledged Collateral, or any part thereof, shall, after the Administrative Agent has made all deductions of expenses, including but not limited to attorneys' fees and other expenses incurred in connection with repossession, collection, sale or disposition of such Pledged Collateral or in connection with the enforcement of the Administrative Agent's rights with respect to the Pledged Collateral, including in any insolvency, bankruptcy or reorganization proceedings, be applied against the Secured Obligations, whether or not all the same be then due and payable, as follows:

99.3.1 first, to the Secured Obligations and to reimburse the Administrative Agent for out-of-pocket costs, expenses and disbursements, including without limitation reasonable attorneys' fees and legal expenses, incurred by the Administrative Agent in connection with realizing on the Pledged Collateral or collection of any obligation of any Pledgor under any of the Loan Documents or any obligations in connection with any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement, including advances made subsequent to an Event of Default by the Administrative Agent for the reasonable maintenance, preservation, protection or enforcement of, or realization upon, the Pledged Collateral, including without limitation advances for taxes, insurance, and the like, and reasonable expenses incurred to sell or otherwise realize on, or prepare for sale of or other realization on, any of the Pledged Collateral, in such order as the Administrative Agent may determine in its discretion; and

99.3.2 the balance, if any, as required by Law.

100. ADMINISTRATIVE AGENT'S DUTIES.

The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Pledged Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Pledged Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral.

101. ADDITIONAL PLEDGORS.

It is anticipated that additional persons will from time to time become Subsidiaries of the Borrower or a Guarantor, each of whom will be required to join this Agreement. It is acknowledged and agreed that new Subsidiaries of the Borrower or of a Guarantor will become Pledgors hereunder and will be bound hereby simply by executing and delivering to Administrative Agent a Guarantor Joinder in the form of Exhibit 1.1(G)(1), to the Credit Agreement. In addition, a new Schedule A hereto shall be provided to Administrative Agent showing the pledge of the ownership interest in such new Subsidiary and any ownership interests that such new Subsidiary owns in any other Person.

102. NO WAIVER; CUMULATIVE REMEDIES.

No failure to exercise, and no delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise

thereof or the exercise of any other right, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default. The remedies herein provided are cumulative and not exclusive of any remedies provided under the other Loan Documents or by Law and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option. Each Pledgor waives any right to require the Administrative Agent to proceed against any other Person or to exhaust any of the Pledged Collateral or other security for the Secured Obligations or to pursue any remedy in the Administrative Agent's power.

103. NO DISCHARGE UNTIL INDEFEASIBLE PAYMENT OF THE SECURED OBLIGATIONS.

The pledge, security interests, and other Liens and the obligations of each Pledgor hereunder shall not be discharged or impaired or otherwise diminished by any failure, default, omission, or delay, willful or otherwise, by Administrative Agent, or any other obligor on any of the Secured Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Pledgor or which would otherwise operate as a discharge of such Pledgor as a matter of law or equity. Without limiting the generality of the foregoing, each Pledgor hereby consents to, and the pledge, security interests, and other Liens given by such Pledgor hereunder shall not be diminished, terminated, or otherwise similarly affected by any of the following at any time and from time to time:

103.1 Any lack of genuineness, legality, validity, enforceability, or allowability (in a bankruptcy, insolvency, reorganization or similar proceeding, or otherwise), or any avoidance or subordination, in whole or in part, of any Loan Document, any obligations in connection with any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement or any of the Secured Obligations and regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of the Secured Obligations, any of the terms of the Loan Documents, or any rights of the Administrative Agent or any other Person with respect thereto;

103.2 Any increase, decrease, or change in the amount, nature, type or purpose of any of or any release, surrender, exchange, compromise or settlement of any of the Secured Obligations (whether or not contemplated by the Loan Documents as presently constituted); any change in the time, manner, method, or place of payment or performance of, or in any other term of, any of the Secured Obligations; any execution or delivery of any additional Loan Documents; or any amendment, modification or supplement to, or refinancing or refunding of, any Loan Document, any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement or any of the Secured Obligations;

103.3 Any failure to assert any breach of or default under any Loan Document, any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement or any of the Secured Obligations; any extensions of credit in excess of the amount committed under or contemplated by the Loan Documents or any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement, or in circumstances in which any condition to such extensions of credit has not been satisfied; any other exercise or non-exercise, or any other failure, omission, breach, default, delay, or wrongful action in connection with any exercise or non-exercise, of any right or remedy against such Pledgor or any other Person under or in connection with any Loan

Document or any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement; any refusal of payment or performance of any of the Secured Obligations, whether or not with any reservation of rights against any Pledgor; or any application of collections (including collections resulting from realization upon any direct or indirect security for the Secured Obligations) to other obligations, if any, not entitled to the benefits of this Agreement, in preference to Secured Obligations or, if any collections are applied to Secured Obligations, any application to particular Secured Obligations;

103.4 Any taking, exchange, amendment, modification, supplement, termination, subordination, release, loss, or impairment of, or any failure to protect, perfect, or preserve the value of, or any enforcement of, realization upon, or exercise of rights or remedies under or in connection with, or any failure, omission, breach, default, delay, or wrongful action by the Administrative Agent or any other Person in connection with the enforcement of, realization upon, or exercise of rights or remedies under or in connection with, or, any other action or inaction by Administrative Agent or any other Person in respect of, any direct or indirect security for any of the Secured Obligations (including the Pledged Collateral). As used in this Agreement, "**direct or indirect security**" for the Secured Obligations, and similar phrases, includes any collateral security, guaranty, suretyship, letter of credit, capital maintenance agreement, put option, subordination agreement, or other right or arrangement of any nature providing direct or indirect assurance of payment or performance of any of the Secured Obligations, made by or on behalf of any Person;

103.5 Any merger, consolidation, liquidation, dissolution, winding-up, charter revocation, or forfeiture, or other change in, restructuring or termination of the corporate structure or existence of, any Pledgor or the Borrower or any other Person; any bankruptcy, insolvency, reorganization or similar proceeding with respect to any Pledgor or the Borrower or any other Person; or any action taken or election (including any election under Section 1111(b)(2) of the United States Bankruptcy Code or any comparable law of any jurisdiction) made by Administrative Agent or any Pledgor or the Borrower or by any other Person in connection with any such proceeding;

103.6 Any defense, setoff, or counterclaim which may at any time be available to or be asserted by any Pledgor or the Borrower or any other Person with respect to any Loan Document or any of the Secured Obligations; or any discharge by operation of law or release of any Pledgor or the Borrower or any other Person from the performance or observance of any Loan Document or any of the Secured Obligations;

103.7 Any other event or circumstance, whether similar or dissimilar to the foregoing, and whether known or unknown, which might otherwise constitute a defense available to, or limit the liability of a guarantor or a surety, including any Pledgor, excepting only Payment In Full of the Secured Obligations.

104. TAXES.

Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

105. WAIVERS.

Each Pledgor hereby waives any and all defenses that any Pledgor may now or hereafter have based on principles of suretyship, impairment of collateral, or the like and each Pledgor hereby waives any defense to or limitation on its obligations under this Agreement arising out of or based on any event or circumstance referred to in the immediately preceding section hereof. Without limiting the generality of the foregoing and to the fullest extent permitted by applicable law, each Pledgor hereby further waives each of the following:

105.1 All notices, disclosures and demands of any nature that otherwise might be required from time to time to preserve intact any rights against such Pledgor, including the following: any notice of any event or circumstance described in the immediately preceding section hereof; any notice required by any law, regulation or order now or hereafter in effect in any jurisdiction; any notice of nonpayment, nonperformance, dishonor, or protest under any Loan Document or any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement or any of the Secured Obligations; any notice of the incurrence of any Secured Obligations; any notice of any default or any failure on the part of such Pledgor or the Borrower or any other Person to comply with any Loan Document or any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement or any of the Secured Obligations or any requirement pertaining to any direct or indirect security for any of the Secured Obligations; and any notice or other information pertaining to the business, operations, condition (financial or otherwise), or prospects of the Borrower or any other Person;

105.2 Any right to any marshalling of assets, to the filing of any claim against such Pledgor or the Borrower or any other Person in the event of any bankruptcy, insolvency, reorganization, or similar proceeding, or to the exercise against such Pledgor or the Borrower, or any other Person of any other right or remedy under or in connection with any Loan Document, any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement, or any of the Secured Obligations or any direct or indirect security for any of the Secured Obligations; any requirement of promptness or diligence on the part of the Administrative Agent or any other Person; any requirement to exhaust any remedies under or in connection with, or to mitigate the damages resulting from default under, any Loan Document or any of the Secured Obligations or any direct or indirect security for any of the Secured Obligations; any benefit of any statute of limitations; and any requirement of acceptance of this Agreement or any other Loan Document, and any requirement that any Pledgor receive notice of any such acceptance;

105.3 Any defense or other right arising by reason of any Law now or hereafter in effect in any jurisdiction pertaining to election of remedies (including anti-deficiency laws, "one action" laws, or the like), or by reason of any election of remedies or other action or inaction by the Administrative Agent (including commencement or completion of any judicial proceeding or nonjudicial sale or other action in respect of collateral security for any of the Secured Obligations), which results in denial or impairment of the right of the Administrative Agent to seek a deficiency against the Borrower or any other Person or which otherwise discharges or impairs any of the Secured Obligations.

106. SETOFF.

Each Pledgor hereby waives and releases, and shall not assert, any and all rights of setoff and any similar claims or actions whatsoever now and hereafter it may have at any time against the Administrative Agent or any Lender, any of the Administrative Agent's or any Lender's Affiliates, and any of the respective successors, assigns, and participants of the Administrative Agent or any Lender or any Affiliate of the Administrative Agent or any Lender.

107. ASSIGNMENT.

All rights of the Administrative Agent under this Agreement shall inure to the benefit of its successors and assigns. All obligations of each Pledgor shall bind its successors and assigns; provided, however, no Pledgor may assign or transfer any of its rights and obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

108. SEVERABILITY.

Any provision of this Agreement (or portion thereof) which shall be held invalid or unenforceable shall be ineffective without invalidating the remaining provisions hereof (or portions thereof).

109. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Pledged Collateral are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

110. NOTICES.

All notices, requests, demands, directions and other communications (collectively, "**notices**") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

111. SPECIFIC PERFORMANCE.

Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

112. VOTING RIGHTS IN RESPECT OF THE PLEDGED COLLATERAL.

So long as no Event of Default shall occur and be continuing under the Credit Agreement, each Pledgor may exercise any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or the other Loan Documents; provided, however, that such Pledgor will not exercise or will refrain from exercising any such voting and other consensual right pertaining to the Pledged Collateral, as the case may be, if such action would have a material adverse effect on the value of any Pledged Collateral. Without limiting the generality of the foregoing and in addition thereto, without the written consent of the Administrative Agent, the Pledgors shall not vote to enable, or take any other action to permit, any of the Companies to issue any stock, member interests, partnership interests or other equity securities, member interests, partnership interests or other ownership interests of any nature or to issue any other securities, shares, capital stock, member interests, partnership interests or other ownership interests convertible into or granting the right to purchase or exchange for any stock, member interests, partnership interests or other equity securities, member interests, partnership interests or other ownership interests of any nature of any such Company, and all such additional stock, member interests, partnership interests, or other equity securities consented to by the Administrative Agent shall be Pledged Collateral subject to the terms of this Agreement. The Pledgors shall not enter into any agreement or undertaking restricting the right or ability of any Pledgor or the Administrative Agent to sell, assign or transfer any of the Pledged Collateral.

113. CONSENT TO JURISDICTION.

Each Pledgor and each of the Companies hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania state or federal court sitting in Allegheny County, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor and each of the Companies hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Each Pledgor and each of the Companies hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor and each of the Companies hereby appoints the process agent identified below (the “**Process Agent**”) as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors or the Companies in care of the Process Agent at the Process Agent’s address, and each Pledgor and each Company hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor and each of the Companies agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any Commitment or any Obligation of any Loan Party to any Lender or the Administrative Agent remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 21. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and the Companies and agrees to act as Process Agent on behalf of the Pledgors and the Companies.

114. WAIVER OF JURY TRIAL.

EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

115. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to a grant of a security interest in the Pledged Collateral by any Pledgor. This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.

116. COUNTERPARTS; TELECOPY SIGNATURES.

This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

117. CONSTRUCTION.

The rules of construction contained in Section 1.2 [Construction] of the Credit Agreement apply to this Agreement.

118. AMENDMENT AND RESTATEMENT; NO NOVATION.

The Existing Pledge Agreement is hereby amended and restated in its entirety as provided herein, and this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Credit Agreement, the Existing Credit Agreement or the Existing Pledge Agreement. Each Pledgor and the Administrative Agent acknowledge and agree that the Existing Pledge Agreement has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Credit Agreement and the Existing Credit Agreement since the date of execution of the Existing Pledge Agreement; and that this Agreement is entitled to all rights and benefits originally pertaining to the Existing Pledge Agreement.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO AMENDED AND RESTATED PLEDGE AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written with the intent that it constitute a sealed instrument.

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: /s/ Tracy J. DeCock

Name: Tracy J. DeCock

Title: Senior Vice President

KOPPERS INC.

By: _____ (Seal)
Name: _____
Title: _____

KOPPERS WORLD-WIDE VENTURES CORPORATION

By: _____ (Seal)
Name: _____
Title: _____

KOPPERS VENTURES LLC

By: _____ (Seal)
Name: _____
Title: _____

KOPPERS HOLDINGS INC.

By: _____ (Seal)
Name: _____
Title: _____

ACKNOWLEDGEMENT AND CONSENT

Each of the undersigned hereby acknowledges receipt of a copy of the Amended and Restated Pledge Agreement, dated as of March 27, 2013, made by each of the Pledgors (as defined therein) from time to time party thereto for the benefit of PNC Bank, National Association, as Administrative Agent (the "**Pledge Agreement**"). Each of the undersigned, intending to be legally bound hereby, agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. Each of the undersigned will be bound by the terms of the Pledge Agreement and will comply with such terms insofar as such terms are applicable to the undersigned, including without limiting the generality of the foregoing, those terms in Sections 20 and 21 of the Pledge Agreement.

2. Each of the undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5(k) of the Pledge Agreement.

3. The terms of Section 3 of the Pledge Agreement shall apply to it, mutatis mutandis, with respect to all actions that may facilitate, in the reasonable judgment of the Administrative Agent, the carrying out of Section 3 of the Pledge Agreement.

4. To the extent that any of undersigned has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution, or otherwise) with respect to itself or its property, each of undersigned hereby irrevocably waives such immunity in respect of its obligations under the Pledge Agreement and any other document or agreement executed in connection therewith, and each of undersigned agrees that it will not raise or claim any such immunity at or in respect of any such action or proceeding.

5. Each of the undersigned acknowledges and agrees that any notices sent to the Pledgor regarding any of the Pledged Collateral shall also be sent to the Administrative Agent in the manner and at the address of Administrative Agent as indicated in Section 18 of the Pledge Agreement.

6. During the term of this Agreement, each of the undersigned shall not treat any uncertificated ownership interests as securities which are subject to Article 8 of the Code.

_____ [list each Company whose stock/
LLC interest/partnership interest is being
pledged]

By: _____

Name: _____

Title: _____

Address for Notices:

Fax: _____

**SCHEDULE A
TO
AMENDED AND RESTATED PLEDGE AGREEMENT**

DESCRIPTION OF PLEDGED COLLATERAL

A. Corporations

<u>Pledgor and Pledgor's jurisdiction of formation</u>	<u>Pledged Shares</u>	<u>Type and Amount of Ownership</u>

B. Limited Liability Companies

<u>Pledgor and Pledgor's jurisdiction of formation</u>	<u>Pledged limited liability company interests</u>	<u>Type and Amount of Ownership</u>

C. Partnerships

<u>Pledgor and Pledgor's jurisdiction of formation</u>	<u>Pledged Partnership Interests</u>	<u>Type and Amount of Ownership</u>

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this “**Agreement**”), dated as of March 27, 2013, is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A DEBTOR HEREUNDER FROM TIME TO TIME** (each a “**Debtor**” and collectively, the “**Debtors**”), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (the “**Administrative Agent**”) for the Lenders (as defined below);

WITNESSETH THAT:

WHEREAS, reference is made to that certain Amended and Restated Security Agreement, dated as of October 31, 2008, made by the Debtors (as defined therein) party thereto in favor of the Administrative Agent, as heretofore amended (as so amended, the “**Existing Security Agreement**”), executed and delivered pursuant to that certain Amended and Restated Credit Agreement, dated October 31, 2008, among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and the Administrative Agent, as heretofore amended (as so amended, the “**Existing Credit Agreement**”); and

WHEREAS, the Debtors are (or will be with respect to after-acquired property) the legal and beneficial owners and the holders of the Collateral (as defined in Section 1 hereof); and

WHEREAS, the parties desire to further amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement (as it may hereafter from time to time be further restated, amended, modified or supplemented, the “**Credit Agreement**”) of even date herewith by and among the Borrower, the Guarantors (as defined therein) from time to time party thereto (the “**Guarantors**”), the Lenders (as defined therein) from time to time party thereto (the “**Lenders**”), and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and the Lenders have agreed to make certain financial accommodations and loans to the Borrower; and

WHEREAS, the obligation of the Administrative Agent and the Lenders to make loans under the Credit Agreement is subject to the conditions, among others, that the Debtors amend and restate the Existing Security Agreement and secure the Obligations to the Administrative Agent and the Lenders under the Credit Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

119. TERMS WHICH ARE DEFINED IN THE CREDIT AGREEMENT AND NOT OTHERWISE DEFINED HEREIN ARE USED HEREIN AS DEFINED THEREIN AND THE

RULES OF CONSTRUCTION SET FORTH IN SECTION 1.2 [CONSTRUCTION] OF THE CREDIT AGREEMENT SHALL APPLY TO THIS AGREEMENT. THE FOLLOWING WORDS AND TERMS SHALL HAVE THE FOLLOWING MEANINGS, RESPECTIVELY, UNLESS THE CONTEXT HEREOF OTHERWISE CLEARLY REQUIRES:

119.1 **“Code”** means the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania on the date hereof and as amended from time to time except to the extent that the conflict of law rules of such Uniform Commercial Code shall apply the Uniform Commercial Code as in effect from time to time in any other state to specific property or other matters.

119.2 **“Collateral”** means all of each Debtor’s right, title and interest in, to and under the following described property of such Debtor (each capitalized term used in this Section 1(b) shall have in this Agreement the meaning given to it by the Code):

119.2.1 all now existing and hereafter acquired or arising Accounts, Goods, Health Care Insurance Receivables, General Intangibles, Payment Intangibles, Deposit Accounts, Chattel Paper (including, without limitation, Electronic Chattel Paper), Documents, Instruments, Software, Investment Property, Letters of Credit, Letter of Credit Rights, advices of credit, money, Commercial Tort Claims as listed on Schedule B hereto (as such Schedule is amended or supplemented from time to time), Equipment, As-Extracted Collateral, Inventory, Fixtures, and Supporting Obligations, together with all products of and Accessions to any of the foregoing and all Proceeds of any of the foregoing (including, without limitation, all insurance policies and proceeds thereof);

119.2.2 to the extent, if any, not included in clause (i) above, each and every other item of personal property and fixtures, whether now existing or hereafter arising or acquired, including, without limitation, all licenses, contracts and agreements, and all collateral for the payment or performance of any contract or agreement, together with all products and Proceeds (including all insurance policies and proceeds) of any Accessions to any of the foregoing; and

119.2.3 all present and future business records and information, including computer tapes and other storage media containing the same and computer programs and software (including, without limitation, source code, object code and related manuals and documentation and all licenses to use such software) for accessing and manipulating such information;

119.3 **“Receivables”** means all of the Accounts, Health Care Insurance Receivables, Payment Intangibles, Chattel Paper (including, without limitation, Electronic Chattel Paper, all Proceeds of the foregoing and other Collateral arising from the foregoing.

119.4 **“Secured Obligations”** shall mean and include the following: (i) any and all obligations, liabilities, and indebtedness from time to time of the Borrower, any Guarantor or any other Subsidiary of the Borrower to the Administrative Agent, any of the Lenders or any Affiliate of any Agent or any Lender under or in connection with the Credit Agreement or any other Loan Document, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness

are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganizations, or similar proceeding with respect to the Borrower, any Guarantor or any other Subsidiary of the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability, or indebtedness is not enforceable or allowable in such proceeding, and including all Obligations, liabilities, and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to an extension of credit is not satisfied); (ii) all Reimbursement Obligations of each Loan Party and any other Subsidiary of the Borrower with respect to any one or more Letters of Credit issued by any Issuing Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each Loan Party or any other Subsidiary of the Borrower to the Agents or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement provided by the Administrative Agent, any of the Lenders or such Affiliates pursuant to the Credit Agreement; (iv) any sums advanced by or owing to the Administrative Agent or any of the Lenders for any reason relating to the Credit Agreement, any other Loan Document, or any collateral relating thereto, including for indemnification, for maintenance, preservation, protection or enforcement of, or realization upon, the Collateral or other collateral security or any one or more guaranties, and for enforcement, collection, or preservation of the rights of the Administrative Agent and the Lenders, and regardless whether before or after default or the entry of any judgment; (v) any obligation or liability of any Loan Party or any other Subsidiary of the Borrower arising out of overdrafts on deposits or other accounts or out of electronic funds (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of any Agent or any Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of any Agent's or any Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements, and (vi) any amendments, extensions, renewals and increases of or to any of the foregoing; notwithstanding the foregoing provisions in this definition, "Obligations" shall not include Excluded Swap Obligations.

120. AS SECURITY FOR THE PAYMENT IN FULL OF THE SECURED OBLIGATIONS, EACH DEBTOR HEREBY AGREES THAT THE ADMINISTRATIVE AGENT AND THE LENDERS AND ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT SHALL HAVE, AND EACH DEBTOR HEREBY GRANTS TO AND CREATES IN FAVOR OF THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF ITSELF, THE LENDERS AND ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT, A CONTINUING FIRST PRIORITY LIEN ON AND SECURITY INTEREST UNDER THE CODE IN AND TO THE COLLATERAL SUBJECT ONLY TO PERMITTED LIENS. WITHOUT LIMITING THE GENERALITY OF SECTION 4 BELOW, EACH DEBTOR FURTHER AGREES THAT WITH RESPECT TO EACH ITEM OF THE COLLATERAL AS TO WHICH (A) THE CREATION OF A VALID AND ENFORCEABLE SECURITY INTEREST IS NOT GOVERNED EXCLUSIVELY BY

THE CODE, OR (B) THE PERFECTION OF A VALID AND ENFORCEABLE FIRST PRIORITY SECURITY INTEREST THEREIN UNDER THE CODE CANNOT BE ACCOMPLISHED EITHER BY THE ADMINISTRATIVE AGENT TAKING POSSESSION THEREOF OR BY THE FILING IN APPROPRIATE LOCATIONS OF APPROPRIATE CODE FINANCING STATEMENTS EXECUTED BY SUCH DEBTOR, SUCH DEBTOR WILL AT ITS EXPENSE EXECUTE AND DELIVER TO THE ADMINISTRATIVE AGENT AND HEREBY DOES AUTHORIZE THE ADMINISTRATIVE AGENT TO EXECUTE AND FILE SUCH DOCUMENTS, AGREEMENTS, NOTICES, ASSIGNMENTS AND INSTRUMENTS AND TAKE SUCH FURTHER ACTIONS AS MAY BE REQUESTED BY THE ADMINISTRATIVE AGENT FROM TIME TO TIME FOR THE PURPOSE OF CREATING A VALID AND PERFECTED FIRST PRIORITY LIEN ON SUCH ITEM, SUBJECT ONLY TO PERMITTED LIENS, ENFORCEABLE AGAINST SUCH DEBTOR AND ALL THIRD PARTIES TO SECURE THE SECURED OBLIGATIONS. NOTWITHSTANDING THE FOREGOING AND ONLY WITH RESPECT TO CONTRACTS AND LICENSES WHICH EXIST ON THE CLOSING DATE, IF THE FOREGOING GRANT OF A SECURITY INTEREST IN FAVOR OF THE ADMINISTRATIVE AGENT WOULD CAUSE SUCH CONTRACTS AND LICENSES TO BE VOID PURSUANT TO THE TERMS OF SUCH CONTRACTS AND LICENSES (SUBJECT TO ANY LIMITATIONS IN ARTICLE 9 OF THE CODE WITH RESPECT TO THE EFFECT OF SUCH RESTRICTIONS ON THE COLLATERAL ASSIGNMENT OF SUCH CONTRACTS AND LICENSES), THEN THE GRANT OF A SECURITY INTEREST IN SUCH CONTRACTS AND LICENSES SHALL BE POSTPONED TO THE EXTENT OF SUCH RESTRICTIONS ON COLLATERAL ASSIGNMENT UNTIL SUCH TIME AS THE GRANT OF THE SECURITY INTEREST WOULD NOT CAUSE SUCH CONTRACTS AND LICENSES TO BE VOID).

121. EACH DEBTOR REPRESENTS AND WARRANTS TO THE ADMINISTRATIVE AGENT AND THE LENDERS THAT (A) THE DEBTORS HAVE GOOD AND MARKETABLE TITLE TO THE COLLATERAL, (B) EXCEPT FOR THE SECURITY INTEREST GRANTED TO AND CREATED IN FAVOR OF THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF ITSELF AND THE LENDERS HEREUNDER AND PERMITTED LIENS, ALL THE COLLATERAL IS FREE AND CLEAR OF ANY LIEN, (C) THE DEBTORS WILL DEFEND THE COLLATERAL AGAINST ALL CLAIMS AND DEMANDS OF ALL PERSONS AT ANY TIME CLAIMING THE SAME OR ANY INTEREST THEREIN, (D) EACH ACCOUNT IS GENUINE AND ENFORCEABLE IN ACCORDANCE WITH ITS TERMS AND THE DEBTORS WILL DEFEND THE SAME AGAINST ALL CLAIMS, DEMANDS, RECOUPMENT, SETOFFS, AND COUNTERCLAIMS AT ANY TIME ASSERTED, (E) AT THE TIME ANY ACCOUNT BECOMES SUBJECT TO THIS AGREEMENT, EACH SUCH ACCOUNT WILL BE A GOOD AND VALID ACCOUNT REPRESENTING A BONA FIDE SALE OF GOODS OR SERVICES BY THE DEBTORS AND SUCH GOODS WILL HAVE BEEN SHIPPED TO THE RESPECTIVE ACCOUNT DEBTORS OR THE SERVICES WILL HAVE BEEN PERFORMED FOR THE RESPECTIVE ACCOUNT DEBTORS (OR FOR THOSE ON BEHALF OF WHOM THE ACCOUNT DEBTORS ARE OBLIGATED ON THE ACCOUNTS), AND NO SUCH ACCOUNT WILL AT SUCH TIME BE SUBJECT TO ANY CLAIM FOR CREDIT, ALLOWANCE, SETOFF, RECOUPMENT, DEFENSE, COUNTERCLAIM OR ADJUSTMENT BY ANY ACCOUNT DEBTOR OR OTHERWISE, (F) THE EXACT LEGAL NAME OF EACH DEBTOR IS AS SET FORTH ON THE

SIGNATURE PAGE HERETO, AND (G) THE STATE OF INCORPORATION, FORMATION OR ORGANIZATION AS APPLICABLE, OF EACH DEBTOR IS AS SET FORTH ON SCHEDULE A HERETO.

122. EACH DEBTOR WILL FAITHFULLY PRESERVE AND PROTECT THE ADMINISTRATIVE AGENT'S SECURITY INTEREST IN THE COLLATERAL AS A PRIOR PERFECTED SECURITY INTEREST UNDER THE CODE, SUPERIOR AND PRIOR TO THE RIGHTS OF ALL THIRD PERSONS, EXCEPT FOR HOLDERS OF PERMITTED LIENS, AND WILL DO ALL SUCH OTHER ACTS AND THINGS AND WILL, UPON REQUEST THEREFOR BY THE ADMINISTRATIVE AGENT, EXECUTE, DELIVER, FILE AND RECORD, AND EACH DEBTOR HEREBY AUTHORIZES THE ADMINISTRATIVE AGENT TO SO FILE, ALL SUCH OTHER DOCUMENTS AND INSTRUMENTS, INCLUDING, WITHOUT LIMITATION, FINANCING STATEMENTS, SECURITY AGREEMENTS, ASSIGNMENTS AND DOCUMENTS AND POWERS OF ATTORNEY WITH RESPECT TO THE COLLATERAL, AND PAY ALL FILING FEES AND TAXES RELATED THERETO, AS THE ADMINISTRATIVE AGENT IN ITS REASONABLE DISCRETION MAY DEEM NECESSARY OR ADVISABLE FROM TIME TO TIME IN ORDER TO ATTACH, CONTINUE, PRESERVE, PERFECT, AND PROTECT SAID SECURITY INTEREST (INCLUDING THE FILING AT ANY TIME OR TIMES AFTER THE DATE HEREOF OF FINANCING STATEMENTS UNDER, AND IN THE LOCATIONS ADVISABLE PURSUANT TO, THE CODE); AND, EACH DEBTOR HEREBY IRREVOCABLY APPOINTS THE ADMINISTRATIVE AGENT, ITS OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, AS ATTORNEYS-IN-FACT FOR EACH DEBTOR TO EXECUTE, DELIVER, FILE AND RECORD SUCH ITEMS FOR SUCH DEBTOR AND IN THE DEBTOR'S NAME, PLACE AND STEAD TO PRESERVE, CONTINUE, PERFECT AND PROTECT SAID SECURITY INTEREST. THIS POWER OF ATTORNEY, BEING COUPLED WITH AN INTEREST, SHALL BE IRREVOCABLE FOR THE LIFE OF THIS AGREEMENT.

123. EACH DEBTOR COVENANTS AND AGREES THAT:

123.1 it will defend the Administrative Agent's and the Lenders' right, title and lien on and security interest in and to the Collateral and the Proceeds thereof against the claims and demands of all Persons whomsoever, other than any Person claiming a right in the Collateral pursuant to an agreement between such Person and the Administrative Agent;

123.2 it will not suffer or permit to exist on any Collateral any Lien except for Permitted Liens;

123.3 it will not take or omit to take any action, the taking or the omission of which would result in a material alteration (except as permitted by the Credit Agreement) or impairment of the Collateral or of the Administrative Agent's rights under this Agreement;

123.4 it will not sell, assign or otherwise dispose of any portion of the Collateral except as permitted in Section 8.2.7 [Disposition of Assets or Subsidiaries] of the Credit Agreement;

123.5 it will (i) except for such Collateral delivered to the Administrative Agent pursuant to this Section or otherwise now or hereafter under the control of the Administrative Agent, obtain and maintain sole and exclusive possession of all Chattel Paper, Documents, Instruments, Investment Property and Letters of Credit, (ii) maintain its chief executive office and keep the Collateral and all records pertaining thereto at the locations specified on the Security Interest Data Summary attached as Schedule A hereto, unless it shall have given the Administrative Agent prior notice and taken any action reasonably requested by the Administrative Agent to maintain its security interest therein, (iii) notify the Administrative Agent if an Account becomes evidenced or secured by an Instrument or Chattel Paper and deliver to the Administrative Agent upon the Administrative Agent's request therefor all Collateral consisting of Instruments and Chattel Paper immediately upon each Debtor's receipt of a request therefor, (iv) deliver to the Administrative Agent possession of all Collateral the possession of which is required to perfect the Administrative Agent's Lien thereon or security interest therein or the possession of which grants priority over a Person filing a financing statement with respect thereto, (v) execute control agreements and cause other Persons to execute acknowledgments in form and substance reasonably satisfactory to the Administrative Agent evidencing the Administrative Agent's control with respect to all Collateral the control or acknowledgment of which perfects the Administrative Agent's security interest therein, including Letters of Credit, Letter of Credit Rights, Electronic Chattel Paper, Deposit Accounts and Investment Property, and (vi) keep materially accurate and complete books and records concerning the Collateral and such other books and records as the Administrative Agent may from time to time reasonably require;

123.6 it will promptly furnish to the Administrative Agent such information and documents relating to the Collateral as the Administrative Agent may reasonably request, including, without limitation, all invoices, Documents, contracts, Chattel Paper, Instruments and other writings pertaining to such Debtor's contracts or the performance thereof, all of the foregoing to be certified upon request of the Administrative Agent by an authorized officer of such Debtor;

123.7 it shall immediately notify the Administrative Agent if any Account arises out of contracts with the United States or any department, agency or instrumentality thereof or any one or more of the states of the United States or any department, agency, or instrumentality thereof, and will execute any instruments and take any steps required by the Administrative Agent so that all monies due and to become due under such contract shall be assigned to the Administrative Agent and notice of the assignment given to and acknowledged by the appropriate government agency or authority under the Federal Assignment of Claims Act;

123.8 it will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Administrative Agent;

123.9 it will not change its name without providing thirty (30) days prior written notice to the Administrative Agent;

123.10 except as otherwise permitted under the Credit Agreement, it shall preserve its current existence as a corporation, partnership or a limited liability, as applicable, and shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Debtor, or (ii) sell all or substantially all of its assets;

123.11 if such Debtor shall at any time acquire a Commercial Tort Claim, as defined in the Code, such Debtor shall immediately notify the Administrative Agent in a writing signed by such Debtor of the details thereof and grant to the Administrative Agent for the benefit of itself, the Lenders and any provider of any Lender-Provided Hedge or any Lender-Provided Treasury/Credit Arrangement in such writing a security interest therein and in the Proceeds thereof, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent and such writing shall constitute a supplement to Schedule B hereto;

123.12 it hereby authorizes the Administrative Agent to, at any time and from time to time, file in any one or more jurisdictions financing statements that describe the Collateral, together with continuation statements thereof and amendments thereto, without the signature of such Debtor and which contain any information required by the Code or any other applicable statute applicable to such jurisdiction for the sufficiency or filing office acceptance of any financing statements, continuation statements, or amendments. Each Debtor agrees to furnish any such information to the Administrative Agent promptly upon request. Any such financing statements, continuation statements, or amendments may be signed by the Administrative Agent on behalf of such Debtor if the Administrative Agent so elects and may be filed at any time in any jurisdiction; and

123.13 it shall at any time and from time to time take such steps as the Administrative Agent may reasonably request as are necessary for the Administrative Agent to insure the continued perfection of the Administrative Agent's and the Lenders' security interest in the Collateral with the same priority required hereby and the preservation of its rights therein.

124. EACH DEBTOR ASSUMES FULL RESPONSIBILITY FOR TAKING ANY AND ALL NECESSARY STEPS TO PRESERVE THE ADMINISTRATIVE AGENT'S AND THE LENDERS' RIGHTS WITH RESPECT TO THE COLLATERAL AGAINST ALL PERSONS OTHER THAN ANYONE ASSERTING RIGHTS IN RESPECT OF A PERMITTED LIEN. THE ADMINISTRATIVE AGENT SHALL BE DEEMED TO HAVE EXERCISED REASONABLE CARE IN THE CUSTODY AND PRESERVATION OF THE COLLATERAL IN ITS POSSESSION IF THE ADMINISTRATIVE AGENT TAKES SUCH ACTION FOR THAT PURPOSE AS SUCH DEBTOR SHALL REQUEST IN WRITING; PROVIDED THAT SUCH REQUESTED ACTION WILL NOT, IN THE JUDGMENT OF THE ADMINISTRATIVE AGENT, IMPAIR THE SECURITY INTEREST IN THE COLLATERAL CREATED HEREBY OR THE ADMINISTRATIVE AGENT'S AND THE LENDERS' RIGHTS IN, OR THE VALUE OF, THE COLLATERAL; AND PROVIDED FURTHER THAT SUCH WRITTEN REQUEST IS RECEIVED BY THE ADMINISTRATIVE AGENT IN SUFFICIENT TIME TO PERMIT THE ADMINISTRATIVE AGENT TO TAKE THE REQUESTED ACTION.

125. THE PLEDGE, SECURITY INTERESTS AND OTHER LIENS AND THE OBLIGATION OF EACH DEBTOR HEREUNDER SHALL NOT BE DISCHARGED UNTIL PAYMENT IN FULL OF THE SECURED OBLIGATIONS. THE PLEDGE, SECURITY INTERESTS, AND OTHER LIENS AND THE OBLIGATIONS OF EACH DEBTOR

HEREUNDER SHALL NOT BE DISCHARGED OR IMPAIRED OR OTHERWISE DIMINISHED BY ANY FAILURE, DEFAULT, OMISSION, OR DELAY, WILLFUL OR OTHERWISE, BY ADMINISTRATIVE AGENT, OR ANY OTHER OBLIGOR ON ANY OF THE SECURED OBLIGATIONS, OR BY ANY OTHER ACT OR THING OR OMISSION OR DELAY TO DO ANY OTHER ACT OR THING WHICH MAY OR MIGHT IN ANY MANNER OR TO ANY EXTENT VARY THE RISK OF SUCH DEBTOR OR WHICH WOULD OTHERWISE OPERATE AS A DISCHARGE OF ANY DEBTOR AS A MATTER OF LAW OR EQUITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH DEBTOR HEREBY CONSENTS TO, AND THE PLEDGE, SECURITY INTERESTS, AND OTHER LIENS GIVEN BY SUCH DEBTOR HEREUNDER SHALL NOT BE DIMINISHED, TERMINATED, OR OTHERWISE SIMILARLY AFFECTED BY ANY OF THE FOLLOWING AT ANY TIME AND FROM TIME TO TIME:

125.1 Any lack of genuineness, legality, validity, enforceability, or allowability (in a bankruptcy, insolvency, reorganization or similar proceeding, or otherwise), or any avoidance or subordination, in whole or in part, of any Loan Document or any of the Secured Obligations and regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of the Secured Obligations, any of the terms of the Loan Documents, or any rights of the Administrative Agent or any other Person with respect thereto;

125.2 Any increase, decrease, or change in the amount, nature, type or purpose of any of the Secured Obligations (whether or not contemplated by the Loan Documents as presently constituted); any change in the time, manner, method, or place of payment or performance of, or in any other term of, any of the Secured Obligations; any execution or delivery of any additional Loan Documents; or any amendment, modification or supplement to, or refinancing or refunding of, any Loan Document or any of the Secured Obligations;

125.3 Any failure to assert any breach of or default under any Loan Document or any of the Secured Obligations; any extensions of credit in excess of the amount committed under or contemplated by the Loan Documents, or in circumstances in which any condition to such extensions of credit has not been satisfied; any other exercise or non-exercise, or any other failure, omission, breach, default, delay, or wrongful action in connection with any exercise or non-exercise, of any right or remedy against any Debtor or any other Person under or in connection with any Loan Document or any of the Secured Obligations; any refusal of payment or performance of any of the Secured Obligations, whether or not with any reservation of rights against any Debtor; or any application of collections (including collections resulting from realization upon any direct or indirect security for the Secured Obligations) to other Obligations, if any, not entitled to the benefits of this Agreement, in preference to Secured Obligations or, if any collections are applied to Secured Obligations, any application to particular Secured Obligations;

125.4 Any taking, exchange, amendment, modification, supplement, termination, subordination, release, loss, or impairment of, or any failure to protect, perfect, or preserve the value of, or any enforcement of, realization upon, or exercise of rights or remedies under or in connection with, or any failure, omission, breach, default, delay, or wrongful action by the Administrative Agent or any other Person in connection with the enforcement of, realization upon, or exercise of rights or remedies under or in connection with, or, any other action or

inaction by Administrative Agent or any other Person in respect of, any direct or indirect security for any of the Secured Obligations (including the Collateral). As used in this Agreement, “direct or indirect security” for the Secured Obligations, and similar phrases, includes any collateral security, guaranty, suretyship, letter of credit, capital maintenance agreement, put option, subordination agreement, or other right or arrangement of any nature providing direct or indirect assurance of payment or performance of any of the Secured Obligations, made by or on behalf of any Person;

125.5 Any merger, consolidation, liquidation, dissolution, winding-up, charter revocation, or forfeiture, or other change in, restructuring or termination of the existing structure or existence of, any Debtor or any other Person; any bankruptcy, insolvency, reorganization or similar proceeding with respect to any Debtor or any other Person; or any action taken or election (including any election under Section 1111(b)(2) of the United States Bankruptcy Code or any comparable law of any jurisdiction) made by the Administrative Agent or any Debtor or by any other Person in connection with any such proceeding;

125.6 Any defense, setoff, or counterclaim which may at any time be available to or be asserted by any Debtor or any other Person with respect to any Loan Document or any of the Secured Obligations; or any discharge by operation of law or release of any Debtor or any other Person from the performance or observance of any Loan Document or any of the Secured Obligations; or

125.7 Any other event or circumstance, whether similar or dissimilar to the foregoing, and whether known or unknown, which might otherwise constitute a defense available to, or limit the liability of a guarantor or a surety, including each Debtor, excepting only full, strict, and Payment In Full of the Secured Obligations.

126. EACH DEBTOR HEREBY WAIVES ANY AND ALL DEFENSES WHICH SUCH DEBTOR MAY NOW OR HEREAFTER HAVE BASED ON PRINCIPLES OF SURETYSHIP, IMPAIRMENT OF COLLATERAL, OR THE LIKE AND EACH DEBTOR HEREBY WAIVES ANY DEFENSE TO OR LIMITATION ON ITS OBLIGATIONS UNDER THIS AGREEMENT ARISING OUT OF OR BASED ON ANY EVENT OR CIRCUMSTANCE REFERRED TO IN THE IMMEDIATELY PRECEDING SECTION HEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH DEBTOR HEREBY FURTHER WAIVES EACH OF THE FOLLOWING:

126.1 All notices, disclosures and demands of any nature which otherwise might be required from time to time to preserve intact any rights against such Debtor, including the following: any notice of any event or circumstance described in the immediately preceding section hereof; any notice required by any law, regulation or order now or hereafter in effect in any jurisdiction; any notice of nonpayment, nonperformance, dishonor, or protest under any Loan Document or any of the Secured Obligations; any notice of the incurrence of any Secured Obligations; any notice of any default or any failure on the part of the Debtors or any other Person to comply with any Loan Document or any of the Secured Obligations or any requirement pertaining to any direct or indirect security for any of the Secured Obligations; and any notice or other information pertaining to the business, operations, condition (financial or otherwise), or prospects of the Debtors or any other Person;

126.2 Any right to any marshalling of assets, to the filing of any claim against such Debtor or any other Person in the event of any bankruptcy, insolvency, reorganization, or similar proceeding, or to the exercise against such Debtor or any other Person of any other right or remedy under or in connection with any Loan Document or any of the Secured Obligations or any direct or indirect security for any of the Secured Obligations; any requirement of promptness or diligence on the part of the Administrative Agent or any other Person; any requirement to exhaust any remedies under or in connection with, or to mitigate the damages resulting from default under, any Loan Document or any of the Secured Obligations or any direct or indirect security for any of the Secured Obligations; any benefit of any statute of limitations; and any requirement of acceptance of this Agreement or any other Loan Document, and any requirement that such Debtor receive notice of any such acceptance; and

126.3 Any defense or other right arising by reason of any Law now or hereafter in effect in any jurisdiction pertaining to election of remedies (including anti-deficiency laws, "one action" laws or the like), or by reason of any election of remedies or other action or inaction by the Administrative Agent (including commencement or completion of any judicial proceeding or nonjudicial sale or other action in respect of the Collateral for any of the Secured Obligations), which results in denial or impairment of the right of the Administrative Agent to seek a deficiency against such Debtor or any other Person or which otherwise discharges or impairs any of the Secured Obligations.

127. (A) AT ANY TIME AND FROM TIME TO TIME WHETHER OR NOT AN EVENT OF DEFAULT THEN EXISTS AND WITHOUT PRIOR NOTICE TO OR CONSENT OF ANY DEBTOR, THE ADMINISTRATIVE AGENT MAY AT ITS OPTION TAKE SUCH ACTIONS AS THE ADMINISTRATIVE AGENT DEEMS APPROPRIATE (I) TO ATTACH, PERFECT, CONTINUE, PRESERVE AND PROTECT THE ADMINISTRATIVE AGENT'S AND THE LENDERS' FIRST PRIORITY SECURITY INTEREST IN OR LIEN ON THE COLLATERAL, AND/OR (II) TO INSPECT, AUDIT AND VERIFY THE COLLATERAL, INCLUDING REVIEWING ALL OF EACH DEBTOR'S BOOKS AND RECORDS AND COPYING AND MAKING EXCERPTS THEREFROM; PROVIDED THAT PRIOR TO AN EVENT OF DEFAULT OR A POTENTIAL DEFAULT, THE SAME IS DONE WITH ADVANCE NOTICE DURING NORMAL BUSINESS HOURS TO THE EXTENT ACCESS TO SUCH DEBTOR'S PREMISES IS REQUIRED, AND (III) TO ADD ALL LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES REASONABLY INCURRED IN CONNECTION WITH THE FOREGOING CLAUSES (I) AND (II) TO THE SECURED OBLIGATIONS, TO BE PAID BY THE DEBTORS TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE ADMINISTRATIVE AGENT AND THE LENDERS WITHIN TEN (10) DAYS AFTER DEMAND;

(b) At any time and from time to time after an Event of Default exists and is continuing and without prior notice to or consent of any Debtor, the Administrative Agent may at its option take such action as the Administrative Agent deems appropriate (i) to maintain, repair, protect and insure the Collateral, and/or (ii) to perform, keep, observe and render true and correct any and all covenants, agreements, representations and warranties of the Debtors hereunder, and

(iii) to add all liabilities, obligations, costs and expenses reasonably incurred in connection with the foregoing clauses (i) and (ii) to the Secured Obligations, to be paid by the Debtors to the Administrative Agent for the benefit of the Administrative Agent and the Lenders within ten (10) days after demand.

128. AFTER THERE EXISTS ANY EVENT OF DEFAULT UNDER THE CREDIT AGREEMENT:

128.1 The Administrative Agent shall have and may exercise all the rights and remedies available to a secured party under the Code in effect at the time, and such other rights and remedies as may be provided by Law and as set forth below, including, without limitation, to take over and collect all of any Debtor's Receivables and all other Collateral, and to this end each Debtor hereby appoints the Administrative Agent, its officers, employees and agents, as its irrevocable, true and lawful attorneys-in-fact with all necessary power and authority to (i) take possession immediately, with or without notice, demand, or legal process, of any of or all of the Collateral wherever found, and for such purposes, enter upon any premises upon which the Collateral may be found and remove the Collateral therefrom, (ii) require any Debtor to assemble the Collateral and deliver it to the Administrative Agent or to any place designated by the Administrative Agent at the Debtors' expense, (iii) receive, open and dispose of all mail addressed to any Debtor and notify postal authorities to change the address for delivery thereof to such address as the Administrative Agent may designate, (iv) demand payment of the Receivables, (v) enforce payment of the Receivables by legal proceedings or otherwise, (vi) exercise all of any Debtor's rights and remedies with respect to the collection of the Receivables, (vii) settle, adjust, compromise, extend or renew the Receivables, (viii) settle, adjust or compromise any legal proceedings brought to collect the Receivables, (ix) to the extent permitted by applicable Law, sell or assign the Receivables upon such terms, for such amounts and at such time or times as the Administrative Agent deems advisable, (x) discharge and release the Receivables, (xi) take control, in any manner, of any item of payment or Proceeds from any account debtor, (xii) prepare, file and sign any Debtor's name on any proof of claim in any bankruptcy or similar proceeding or similar document against any account debtor, (xiii) prepare, file and sign any Debtor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xiv) do all acts and things necessary, in the Administrative Agent's sole discretion, to fulfill each the Borrower's, or any Guarantor's or any Debtor's obligations to the Administrative Agent or the Lenders under the Credit Agreement, Loan Documents or otherwise, (xv) endorse the name of any Debtor upon any check, Chattel Paper, Document, Instrument, invoice, freight bill, bill of lading or similar document or agreement relating to the Receivables or Inventory, (xvi) use any Debtor's stationery and sign such Debtor's name to verifications of the Receivables and notices thereof to account debtors, (xvii) access and use the information recorded on or contained in any data processing equipment or computer hardware or software relating to the Receivables, Inventory, or other Collateral or proceeds thereof to which any Debtor has access, (xviii) demand, sue for, collect, compromise and give acquittances for any and all Collateral, (xix) prosecute, defend or compromise any action, claim or proceeding with respect to any of the Collateral, and (xx) take such other action as the Administrative Agent may deem appropriate, including extending or modifying the terms of payment of any Debtor's debtors. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. To the extent permitted by Law, each Debtor hereby waives all claims of damages due to or arising from or connected with

any of the rights or remedies exercised by the Administrative Agent pursuant to this Agreement, except claims for physical damage to the Collateral arising from gross negligence or willful misconduct by the Administrative Agent.

128.2 The Administrative Agent shall have the right to lease, sell or otherwise dispose of all or any of the Collateral at public or private sale or sales for cash, credit or any combination thereof, with such notice as may be required by Law (it being agreed by the Debtors that, in the absence of any contrary requirement of Law, ten (10) days' prior notice of a public or private sale of Collateral shall be deemed reasonable notice), in lots or in bulk, for cash or on credit, all as the Administrative Agent, in its sole discretion, may deem advisable. Such sales may be adjourned from time to time with or without notice. The Administrative Agent shall have the right to conduct such sales on any Debtor's premises or elsewhere and shall have the right to use any Debtor's premises without charge for such sales for such time or times as the Administrative Agent may see fit. The Administrative Agent may purchase all or any part of the Collateral at public or, if permitted by Law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Secured Obligations.

128.3 Each Debtor, at its cost and expense (including the cost and expense of any of the following referenced consents, approvals, etc.), will promptly execute and deliver or cause the execution and delivery of all applications, certificates, instruments, registration statements, and all other documents and papers the Administrative Agent may request in connection with the obtaining of any consent, approval, registration, qualification, permit, license, accreditation, or authorization of any other Official Body or other Person necessary or appropriate for the effective exercise of any rights hereunder or under the other Loan Documents. Without limiting the generality of the foregoing, each Debtor agrees that in the event the Administrative Agent on behalf of itself and/or the Lenders shall exercise its rights hereunder or pursuant to the other Loan Documents, to sell, transfer, or otherwise dispose of, or vote, consent, operate, or take any other action in connection with any of the Collateral, each Debtor shall execute and deliver (or cause to be executed and delivered) all applications, certificates, assignments and other documents that the Administrative Agent requests to facilitate such actions and shall otherwise promptly, fully, and diligently cooperate with the Administrative Agent and any other Persons in making any application for the prior consent or approval of any Official Body or any other Person to the exercise by the Administrative Agent on behalf of itself and/or the Lenders or any such rights relating to all or any of the Collateral. Furthermore, because each Debtor agrees that the remedies at law, of the Administrative Agent on behalf of itself and/or the Lenders, for failure of such Debtor to comply with this subsection (c) would be inadequate, and that any such failure would not be adequately compensable in damages, each Debtor agrees that this Subsection (c) may be specifically enforced.

128.4 The Administrative Agent may request, without limiting the rights and remedies of the Administrative Agent on behalf of itself and the Lenders otherwise provided hereunder and under the other Loan Documents, that each Debtor do any of the following: (i) give the Administrative Agent on behalf of itself and the Lenders specific assignments of the accounts receivable of the Debtors after such accounts receivable come into existence, and schedules of such accounts receivable, the form and content of such assignment and schedules to be reasonably satisfactory to Administrative Agent, and (ii) in order to better secure the Administrative Agent on behalf of itself and the Lenders, to the extent permitted by Law, enter

into such lockbox agreements and establish such lockbox accounts as the Administrative Agent may require, all at the sole expense of the Debtors and shall direct all payments from all payors due to each Debtor, to such lockbox accounts.

129. THE LIEN ON AND SECURITY INTEREST IN THE COLLATERAL GRANTED TO AND CREATED IN FAVOR OF THE ADMINISTRATIVE AGENT BY THIS AGREEMENT SHALL BE FOR THE BENEFIT OF THE ADMINISTRATIVE AGENT AND THE LENDERS AND ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT. EACH OF THE RIGHTS, PRIVILEGES, AND REMEDIES PROVIDED TO THE ADMINISTRATIVE AGENT HEREUNDER OR OTHERWISE BY LAW WITH RESPECT TO THE COLLATERAL SHALL BE EXERCISED BY THE ADMINISTRATIVE AGENT ONLY FOR ITS OWN BENEFIT AND THE BENEFIT OF THE LENDERS AND FOR THE BENEFIT OF ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT, AND ANY OF THE COLLATERAL OR PROCEEDS THEREOF HELD OR REALIZED UPON AT ANY TIME BY THE ADMINISTRATIVE AGENT SHALL BE APPLIED AS SET FORTH IN SECTION 9.2.4 [APPLICATION OF PROCEEDS] OF THE CREDIT AGREEMENT. EACH DEBTOR SHALL REMAIN LIABLE TO THE ADMINISTRATIVE AGENT AND THE LENDERS AND ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT FOR AND SHALL PAY TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF ITSELF AND THE LENDERS AND ANY PROVIDER OF ANY LENDER-PROVIDED HEDGE OR ANY LENDER-PROVIDED TREASURY/CREDIT ARRANGEMENT ANY DEFICIENCY WHICH MAY REMAIN AFTER SUCH SALE OR COLLECTION.

130. IF THE ADMINISTRATIVE AGENT REPOSSESSES OR SEEKS TO REPOSSESS ANY OF THE COLLATERAL PURSUANT TO THE TERMS HEREOF BECAUSE OF THE OCCURRENCE OF AN EVENT OF DEFAULT, THEN TO THE EXTENT IT IS COMMERCIALY REASONABLE FOR THE ADMINISTRATIVE AGENT TO STORE ANY COLLATERAL ON ANY PREMISES OF ANY DEBTOR, SUCH DEBTOR HEREBY AGREES TO LEASE TO THE ADMINISTRATIVE AGENT ON A MONTH-TO-MONTH TENANCY FOR A PERIOD NOT TO EXCEED ONE HUNDRED TWENTY (120) DAYS AT THE ADMINISTRATIVE AGENT'S ELECTION, AT A RENTAL RATE EQUAL TO ONE DOLLAR (\$1.00) PER MONTH (IF SUCH DEBTOR OWNS THE PREMISES), AND AT THE CURRENT RENTAL RATE PER MONTH (IF SUCH DEBTOR LEASES THE PREMISES), THE PREMISES ON WHICH THE COLLATERAL IS LOCATED; PROVIDED IT IS LOCATED ON PREMISES OWNED OR LEASED BY SUCH DEBTOR.

131. UPON PAYMENT IN FULL OF THE SECURED OBLIGATIONS, THE EXPIRATION OF ALL COMMITMENTS AND LETTERS OF CREDIT, AND TERMINATION OF THE CREDIT AGREEMENT, THIS AGREEMENT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE ADMINISTRATIVE AGENT SHALL THEREUPON PROMPTLY RETURN TO EACH DEBTOR SUCH OF THE COLLATERAL AND SUCH OTHER DOCUMENTS DELIVERED BY SUCH DEBTOR OR OBTAINED BY THE ADMINISTRATIVE AGENT HEREUNDER AS MAY THEN BE IN THE ADMINISTRATIVE AGENT'S POSSESSION, SUBJECT TO

THE RIGHTS OF THIRD PARTIES. UNTIL SUCH TIME, HOWEVER, THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

132. NO FAILURE OR DELAY ON THE PART OF THE ADMINISTRATIVE AGENT IN EXERCISING ANY RIGHT, REMEDY, POWER OR PRIVILEGE HEREUNDER SHALL OPERATE AS A WAIVER THEREOF OR OF ANY OTHER RIGHT, REMEDY, POWER OR PRIVILEGE OF THE ADMINISTRATIVE AGENT HEREUNDER; NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY SUCH RIGHT, REMEDY, POWER OR PRIVILEGE PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY OTHER RIGHT, REMEDY, POWER OR PRIVILEGE. NO WAIVER OF A SINGLE EVENT OF DEFAULT SHALL BE DEEMED A WAIVER OF A SUBSEQUENT EVENT OF DEFAULT. ALL WAIVERS UNDER THIS AGREEMENT MUST BE IN WRITING. THE RIGHTS AND REMEDIES OF THE ADMINISTRATIVE AGENT UNDER THIS AGREEMENT ARE CUMULATIVE AND IN ADDITION TO ANY RIGHTS OR REMEDIES WHICH IT MAY OTHERWISE HAVE, AND THE ADMINISTRATIVE AGENT MAY ENFORCE ANY ONE OR MORE REMEDIES HEREUNDER SUCCESSIVELY OR CONCURRENTLY AT ITS OPTION.

133. ALL NOTICES, STATEMENTS, REQUESTS AND DEMANDS GIVEN TO OR MADE UPON EITHER PARTY HERETO IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT SHALL BE GIVEN OR MADE AS PROVIDED IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT.

134. EACH DEBTOR AGREES THAT AS OF THE DATE HEREOF, ALL INFORMATION CONTAINED ON THE SECURITY INTEREST DATA SUMMARY ATTACHED HERETO AS SCHEDULE A IS ACCURATE AND COMPLETE AND CONTAINS NO OMISSION OR MISREPRESENTATION. EXCEPT FOR SUCH INFORMATION IN SCHEDULE A WHICH IS SPECIFIC TO THE CLOSING DATE, EACH DEBTOR SHALL PROMPTLY NOTIFY THE ADMINISTRATIVE AGENT OF ANY CHANGES IN THE INFORMATION SET FORTH THEREON.

135. EACH DEBTOR HEREBY AGREES TO BE BOUND BY THE PROVISIONS OF SECTION 5.9 [TAXES] OF THE CREDIT AGREEMENT AND SHALL MAKE ALL PAYMENTS FREE AND CLEAR OF TAXES AS PROVIDED THEREIN.

136. EACH DEBTOR ACKNOWLEDGES THAT THE PROVISIONS HEREOF GIVING THE ADMINISTRATIVE AGENT RIGHTS OF ACCESS TO BOOKS, RECORDS AND INFORMATION CONCERNING THE COLLATERAL AND SUCH DEBTOR'S OPERATIONS AND PROVIDING THE ADMINISTRATIVE AGENT ACCESS TO SUCH DEBTOR'S PREMISES ARE INTENDED TO AFFORD THE ADMINISTRATIVE AGENT WITH IMMEDIATE ACCESS TO CURRENT INFORMATION CONCERNING SUCH DEBTOR AND ITS ACTIVITIES, INCLUDING WITHOUT LIMITATION, THE VALUE, NATURE AND LOCATION OF THE COLLATERAL SO THAT THE ADMINISTRATIVE AGENT CAN, AMONG OTHER THINGS, MAKE AN APPROPRIATE DETERMINATION AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, WHETHER AND WHEN TO

EXERCISE ITS OTHER REMEDIES HEREUNDER AND AT LAW, INCLUDING, WITHOUT LIMITATION, INSTITUTING A REPLEVIN ACTION SHOULD ANY DEBTOR REFUSE TO TURN OVER ANY COLLATERAL TO THE ADMINISTRATIVE AGENT. EACH DEBTOR FURTHER ACKNOWLEDGES THAT SHOULD SUCH DEBTOR AT ANY TIME FAIL TO PROMPTLY PROVIDE SUCH INFORMATION AND ACCESS TO THE ADMINISTRATIVE AGENT, EACH DEBTOR ACKNOWLEDGES THAT THE ADMINISTRATIVE AGENT WOULD HAVE NO ADEQUATE REMEDY AT LAW TO PROMPTLY OBTAIN THE SAME. EACH DEBTOR AGREES THAT THE PROVISIONS HEREOF MAY BE SPECIFICALLY ENFORCED BY THE ADMINISTRATIVE AGENT AND WAIVES ANY CLAIM OR DEFENSE IN ANY SUCH ACTION OR PROCEEDING THAT THE ADMINISTRATIVE AGENT HAS AN ADEQUATE REMEDY AT LAW.

137. THIS AGREEMENT SHALL BE BINDING UPON, AND INURE TO THE BENEFIT OF, THE ADMINISTRATIVE AGENT, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH DEBTOR AND EACH OF ITS RESPECTIVE SUCCESSORS AND ASSIGNS, EXCEPT THAT NO DEBTOR MAY NOT ASSIGN OR TRANSFER ITS OBLIGATIONS HEREUNDER OR ANY INTEREST HEREIN.

138. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF SAID COMMONWEALTH EXCLUDING ITS RULES RELATING TO CONFLICTS OF LAW.

139. ANY PROVISION OF THIS AGREEMENT WHICH IS PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL NOT INVALIDATE THE REMAINING PROVISIONS HEREOF, AND ANY SUCH PROHIBITION OR UNENFORCEABILITY IN ANY JURISDICTION SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION IN ANY OTHER JURISDICTION.

140. EACH DEBTOR HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY PENNSYLVANIA STATE OR FEDERAL COURT SITTING IN ALLEGHENY COUNTY, PENNSYLVANIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH DEBTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE OR FEDERAL COURT. EACH DEBTOR HEREBY WAIVES TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. EACH DEBTOR HEREBY APPOINTS THE PROCESS AGENT IDENTIFIED BELOW (THE "PROCESS AGENT") AS ITS AGENT TO RECEIVE ON BEHALF OF SUCH PARTY AND ITS RESPECTIVE PROPERTY SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY ACTION OR PROCEEDING. SUCH SERVICE MAY BE MADE BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO SUCH DEBTOR IN CARE OF THE PROCESS AGENT AT THE PROCESS AGENT'S ADDRESS, AND EACH DEBTOR HEREBY AUTHORIZES AND DIRECTS THE PROCESS AGENT TO RECEIVE

SUCH SERVICE ON ITS BEHALF. EACH DEBTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS (OR ANY POLITICAL SUBDIVISION THEREOF) BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED AT LAW. EACH DEBTOR FURTHER AGREES THAT IT SHALL, FOR SO LONG AS ANY COMMITMENT OR ANY OBLIGATION OF ANY LOAN PARTY TO ANY LENDER REMAINS OUTSTANDING, CONTINUE TO RETAIN PROCESS AGENT FOR THE PURPOSES SET FORTH IN THIS SECTION 22. THE PROCESS AGENT IS THE BORROWER, WITH AN OFFICE ON THE DATE HEREOF AS SET FORTH IN THE CREDIT AGREEMENT. THE PROCESS AGENT HEREBY ACCEPTS THE APPOINTMENT OF PROCESS AGENT BY THE COMPANIES AND AGREES TO ACT AS PROCESS AGENT ON BEHALF OF THE COMPANIES.

141. EXCEPT AS PROHIBITED BY LAW, EACH DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

142. AT ANY TIME AFTER THE INITIAL EXECUTION AND DELIVERY OF THIS AGREEMENT TO THE ADMINISTRATIVE AGENT AND THE LENDERS, ADDITIONAL PERSONS MAY BECOME PARTIES TO THIS AGREEMENT AND THEREBY ACQUIRE THE DUTIES AND RIGHTS OF BEING A DEBTOR HEREUNDER BY EXECUTING AND DELIVERING TO THE ADMINISTRATIVE AGENT AND THE LENDERS A GUARANTOR JOINDER PURSUANT TO THE CREDIT AGREEMENT. NO NOTICE OF THE ADDITION OF ANY DEBTOR SHALL BE REQUIRED TO BE GIVEN TO ANY PRE-EXISTING DEBTOR AND EACH DEBTOR HEREBY CONSENTS THERETO.

143. THE EXISTING SECURITY AGREEMENT IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS PROVIDED HEREIN, AND THIS AGREEMENT IS NOT INTENDED TO CONSTITUTE, NOR DOES IT CONSTITUTE, AN INTERRUPTION, SUSPENSION OF CONTINUITY, SATISFACTION, DISCHARGE OF PRIOR DUTIES, NOVATION, OR TERMINATION OF THE LIENS, SECURITY INTERESTS, INDEBTEDNESS, LOANS, LIABILITIES, EXPENSES, OR OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE EXISTING CREDIT AGREEMENT OR THE EXISTING SECURITY AGREEMENT. EACH DEBTOR AND THE ADMINISTRATIVE AGENT ACKNOWLEDGE AND AGREE THAT THE EXISTING SECURITY AGREEMENT HAS CONTINUED TO SECURE THE INDEBTEDNESS, LOANS, LIABILITIES, EXPENSES, AND OBLIGATIONS UNDER THE CREDIT AGREEMENT AND THE EXISTING CREDIT AGREEMENT SINCE THE DATE OF EXECUTION OF THE EXISTING SECURITY AGREEMENT; AND THAT THIS AGREEMENT IS ENTITLED TO ALL RIGHTS AND BENEFITS ORIGINALLY PERTAINING TO THE EXISTING SECURITY AGREEMENT.

144. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, AND BY DIFFERENT PARTIES HERETO IN SEPARATE COUNTERPARTS, EACH OF WHICH, WHEN SO EXECUTED, SHALL BE DEEMED AN

ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. EACH DEBTOR ACKNOWLEDGES AND AGREES THAT A TELECOPY TRANSMISSION TO THE ADMINISTRATIVE AGENT OR ANY LENDER OF THE SIGNATURE PAGES HEREOF PURPORTING TO BE SIGNED ON BEHALF OF SUCH DEBTOR SHALL CONSTITUTE EFFECTIVE AND BINDING EXECUTION AND DELIVERY HEREOF BY SUCH DEBTOR.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitutes a sealed instrument.

KOPPERS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS HOLDINGS INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS WORLD-WIDE VENTURES CORPORATION

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS DELAWARE, INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS ASIA LLC

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS CONCRETE PRODUCTS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

CONCRETE PARTNERS, INC.

By: _____ (SEAL)
Name: _____
Title: _____

KOPPERS VENTURES LLC

By: _____ (SEAL)
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: /s/ Tracy J. DeCock (SEAL)
Name: Tracy J. DeCock
Title: Senior Vice President

**SCHEDULE A
TO
AMENDED AND RESTATED SECURITY AGREEMENT**

Security Interest Data Summary

1. The chief executive office of _____ (a “**Debtor**”) is located at:
[ADDRESS]
County

2. Such Debtor’s true and full name is as follows: _____ . Such Debtor uses no trade names or fictitious names.

3. Such Debtor’s form of organization is as follows:

4. Such Debtor’s state of organization is as follows:

5. Such Debtor’s EIN # is as follows:

6. Such Debtor’s organization ID # (if any exists) is as follows:

7. As of the Closing Date, all of such Debtor’s personal property which has not been delivered to the Administrative Agent pursuant to the terms of this Agreement or the Credit Agreement is now, and will be at all future times, located at such Debtor’s chief executive office as described in Paragraph 1 above, except as specified below:

8. All of such Debtor’s books and records, including those relating to accounts payable and accounts receivable, are kept at such Debtor’s chief executive office as described in Paragraph 1 above, except as specified below:

9. All of the Debtor’s real property is located in the following counties:

**SCHEDULE B
TO
AMENDED AND RESTATED SECURITY AGREEMENT**

Commercial Tort Claims

EXHIBIT 2.5.1

LOAN REQUEST

TO: PNC Bank, National Association, as Administrative Agent
PNC Firstside Center - 4th Floor
500 First Avenue
P7-PFSC-04-I
Pittsburgh, PA 15219
Telephone No.: (412) 762 - 6442
Telecopier No.: (412) 762 – 8672
Attn: Agency Services

FROM: Koppers Inc., a Pennsylvania corporation (the “**Borrower**”).

RE: Amended and Restated Credit Agreement (as it may be further amended, restated, modified or supplemented, the “**Credit Agreement**”), dated as of March 27, 2013, by and among the Borrower, the Guarantors party thereto, the Lenders party thereto and PNC Bank, National Association, as administrative agent for the Lenders (the “**Administrative Agent**”).

Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them by the Credit Agreement.

A. Pursuant to Section 2.5.1 [Revolving Credit Loan Requests] of the Credit Agreement, the undersigned Borrower irrevocably requests *[check one line under 1(a) below and fill in blank space next to the line as appropriate]*:

- 1(a) _____ A new Revolving Credit Loan in U.S. Dollars, OR
- _____ Renewal of the Euro-Rate Option applicable to an outstanding Revolving Credit Loan in U.S. Dollars originally made on _____, 20____, OR
- _____ Conversion of the Base Rate Option applicable to an outstanding Revolving Credit Loan in U.S. Dollars originally made on _____, 20____ to a Loan in U.S. Dollars to which the Euro-Rate Option applies, OR
- _____ Conversion of the Euro-Rate Option applicable to an outstanding Revolving Credit Loan in U.S. Dollars originally made on _____, 20____ to a Loan in U.S. Dollars to which the Base Rate Option applies, OR
- _____ A new Revolving Credit Loan in *[specify Optional Currency: Euro, Australian dollars, other]* _____, OR
- _____ Renewal of the Euro-Rate Option applicable to an outstanding Revolving Credit Loan in *[specify Optional Currency: Euro, Australian dollars, other]* originally made on _____, 20____, OR

SUCH NEW, RENEWED OR CONVERTED LOAN SHALL BEAR INTEREST:

[Check one line under 1(b) below and fill in blank spaces in line next to line]:

1(b)(i) _____ Under the Base Rate Option for Loans in U.S. Dollars. Such Loan in U.S. Dollars shall have a Borrowing Date of _____, 20____ (which date shall be the same Business Day of receipt by the Administrative Agent by 12:00 noon eastern time of this Loan Request for making a new Revolving Credit Loan to which the Base Rate Option applies, or (ii) the last day of the preceding Interest Period if a Loan to which the Euro-Rate Option applies is being converted to a Loan to which the Base Rate Option applies).

OR

(ii) _____ Under the Euro-Rate Option for Loans in U.S. Dollars. Such Loan shall have a Borrowing Date of _____, 20____ (which date shall be (i) three (3) Business Days subsequent to the Business Day of receipt by the Administrative Agent by 12:00 noon eastern time of this Loan Request for making a new Revolving Credit Loan in U.S. Dollars to which the Euro-Rate Option applies, renewing a Loan in U.S. Dollars to which the Euro-Rate Option applies, or converting a Loan in U.S. Dollars to which the Base Rate Option applies to a Loan in U.S. Dollars to which the Euro-Rate Option applies).

OR

(iii) _____ Under the Euro-Rate Option for Loans in [specify Optional Currency: Euro, Australian dollars, other]_____. Such Loan shall have a Borrowing Date of _____, 20____ (which date shall be (i) four (4) Business Days subsequent to the Business Day of receipt by the Administrative Agent by 12:00 noon eastern time of this Loan Request for making a new Revolving Credit Loan in [specify Optional Currency: Euro, Australian dollars, other]_____ to which the Euro-Rate Option applies, renewing a Loan in [specify Optional Currency: Euro, Australian dollars, other]_____ to which the Euro-Rate Option applies, or converting a Loan in [specify Optional Currency: Euro, Australian dollars, other]_____ to which the Base Rate Option applies to a Loan in [specify Optional Currency: Euro, Australian dollars, other]_____ to which the Euro-Rate Option applies).

2 Such Loan is in the principal amount of [specify U.S. Dollars OR Optional Currency: Euro, Australian dollars, other]_____ or the principal amount to be renewed is [specify U.S. Dollars OR Optional Currency: Euro, Australian dollars, other]_____ or the principal amount to be converted is U.S.\$ _____.

[for Revolving Credit Loans under Section 2.5.1 not to be less than U.S. \$1,000,000, or the Dollar Equivalent thereof if an Optional Currency Loan, and in increments of U.S. \$500,000, or the Dollar Equivalent thereof if an Optional Currency Loan, for each Borrowing Tranche under the Euro-Rate Option and not less than the lesser of \$100,000 or the maximum amount available for Borrowing Tranches under the Base Rate Option.]

3 *[Complete the applicable blank below if the Borrower is selecting the Euro-Rate Option]:*

Such Loan in U.S. Dollars shall have an Interest Period of *[select: one, two, three, or six]* Month(s): _____ .

OR

Such Loan in *[specify Optional Currency: Euro, Australian dollars, other]* _____ shall have an Interest Period of one Month.

B As of the date hereof and the date of making the above-requested Loan (and after giving effect thereto): all of the representations and warranties contained in Section 6 of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (except representations and warranties which relate solely to an earlier date or time, which representations and warranties were true and correct on and as of the specific dates or times referred to therein); no Event of Default or Potential Default has occurred and is continuing; the making of such Loan shall not contravene any Law applicable to the Borrower, any other Loan Party, any Subsidiary of the Borrower or of any other Loan Party, or any Lender; and the making of such Loan shall not cause the Revolving Facility Usage to exceed the Revolving Credit Commitments.

C Each of the undersigned hereby irrevocably requests *[check one line below and fill in blank spaces next to the line as appropriate]:*

1 _____ Funds to be deposited into a PNC Bank bank account per our current standing instructions. Complete amount of deposit if not full loan advance amount: *[specify U.S. Dollars OR Optional Currency: Euro, Australian dollars, other]* _____ .

2 _____ Funds to be wired per the following wire instructions:
[specify U.S. Dollars OR Optional Currency: Euro, Australian dollars, other] _____ Amount of Wire Transfer

Bank Name: _____

ABA: _____

Account Number: _____

Account Name: _____

Reference: _____

3 _____ Funds to be wired per the attached Funds Flow (multiple wire transfers).

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO LOAN REQUEST]

The Borrower certifies to the Administrative Agent for the benefit of the Lenders as to the accuracy of the foregoing on _____, 20__ .

KOPPERS INC.

By: _____

Name: _____

Title: _____

EXHIBIT 2.5.2

SWING LOAN REQUEST

TO: PNC Bank, National Association, as Administrative Agent
PNC Firstside Center - 4th Floor
500 First Avenue
P7-PFSC-04-I
Pittsburgh, PA 15219
Telephone No.: (412) 762 - 6442
Telecopier No.: (412) 762 – 8672
Attn: Agency Services

FROM: Koppers Inc., a Pennsylvania corporation (the “**Borrower**”).

RE: Amended and Restated Credit Agreement (as it may be further amended, restated, modified or supplemented, the “**Credit Agreement**”), dated as of March 27, 2013, by and among the Borrower, the Guarantors party thereto, the Lenders party thereto and PNC Bank, National Association, as administrative agent for the Lenders (the “**Administrative Agent**”).

Capitalized terms not otherwise defined herein shall have the respective meanings given to them by the Agreement.

Pursuant to Section 2.5.2 of the Credit Agreement, the Borrower hereby makes the following Swing Loan Request:

1. Aggregate principal amount of such Swing Loan (may not be less than U.S. \$500,00 and in integral multiples of U.S. \$100,000) U.S. \$_____
2. Proposed Borrowing Date
(which date shall be on or after the date on which the Administrative Agent receives this Swing Loan Request, with such Swing Loan Request to be received no later than 11:00 a.m. eastern time on the Borrowing Date) _____
3. As of the date hereof and the date of making the above-requested Swing Loan (and after giving effect thereto): all of the representations and warranties contained in Section 6 of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (except representations and warranties which relate solely to an earlier date or time, which representations and warranties were true and correct on and as of the specific dates or times referred to therein); no Event of Default or Potential Default has occurred and is continuing; the making of such Loan shall not contravene any Law applicable to the Borrower, any other Loan Party, any Subsidiary of the Borrower or of any other Loan Party, or any Lender; and the making of such Loan shall not exceed the Swing Loan Commitment or cause the Revolving Facility Usage to exceed the Revolving Credit Commitments.

4. Each of the undersigned hereby irrevocably requests *[check one line below and fill in blank spaces next to the line as appropriate]*:

A _____ Funds to be deposited into a PNC Bank bank account per our current standing instructions. Complete amount of deposit if not full loan advance amount: *[specify U.S. Dollars OR Optional Currency: Euro, Australian dollars, other]* _____ .

B _____ Funds to be wired per the following wire instructions:

[specify U.S. Dollars OR Optional Currency: Euro, Australian dollars, other] _____ Amount of Wire Transfer

Bank Name: _____

ABA: _____

Account Number: _____

Account Name: _____

Reference: _____

C _____ Funds to be wired per the attached Funds Flow (multiple wire transfers).

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - SWING LOAN REQUEST]

The Borrower certifies to the Administrative Agent for the benefit of the Lenders as to the accuracy of the foregoing on _____, 20__ .

KOPPERS INC.

By: _____
Name: _____
Title: _____

EXHIBIT 2.11

LENDER JOINDER AND ASSUMPTION AGREEMENT

THIS LENDER JOINDER AND ASSUMPTION AGREEMENT (the “**Joinder**”) is made as of _____, 20____ (the “**Effective Date**”) by _____ (the “**New Lender**”).

BACKGROUND

Reference is made to the Amended and Restated Credit Agreement dated as of March 27, 2013 among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), the Guarantors now or hereafter party thereto, the Lenders now or hereafter party thereto and PNC Bank, National Association, as administrative agent (the “**Administrative Agent**”) (as the same has been and may hereafter be further modified, supplemented, amended or restated, the “**Credit Agreement**”). Capitalized terms defined in the Credit Agreement are used herein as defined therein.

AGREEMENT

In consideration of the Lenders permitting the New Lender to become a Lender under the Credit Agreement, the New Lender agrees that effective as of the Effective Date it shall become, and shall be deemed to be, a Lender under the Credit Agreement and each of the other Loan Documents and agrees that from the Effective Date and so long as the New Lender remains a party to the Credit Agreement, such New Lender shall assume the obligations of a Lender under and perform, comply with and be bound by each of the provisions of the Credit Agreement which are stated to apply to a Lender and shall be entitled (in accordance with its Ratable Share) to the benefits, rights and remedies set forth therein and in each of the other Loan Documents. The New Lender hereby acknowledges that it has heretofore received (i) a true and correct copy of the Credit Agreement (including any modifications thereof or supplements or waivers thereto) as in effect on the Effective Date, and (ii) the executed original of its Revolving Credit Note dated the Effective Date issued by the Borrower under the Credit Agreement in the face amount of \$ _____.

The Commitments and Ratable Shares of the New Lender and each of the other Lenders are as set forth on Schedule 1.1(B) to the Credit Agreement. Schedule 1.1(B) to the Credit Agreement is being amended and restated effective as of the Effective Date hereof to read as set forth on Schedule 1.1(B) hereto. Schedule 1 hereto lists as of the date hereof the amount of Loans under each outstanding Borrowing Tranche. Notwithstanding the foregoing on the date hereof, the Borrower shall repay all outstanding Loans to which either the Base Rate Option or the Euro-Rate Option applies and simultaneously reborrow a like amount of Loans under each such Interest Rate Option from the Lenders (including the New Lender) according to the Ratable Shares set forth on attached Schedule 1.1(B) and shall be subject to breakage fees and other indemnities provided in Section 5.10 [Indemnity].

The New Lender is executing and delivering this Joinder as of the Effective Date and acknowledges that it shall: (A) participate in all new Revolving Credit Loans borrowed by the Borrower on and after the Effective Date according to its Ratable Share; and (B) participate in all Letters of Credit outstanding on and after the Effective Date according to its Ratable Share.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO LENDER
JOINDER AND ASSUMPTION AGREEMENT]**

IN WITNESS WHEREOF, the New Lender has duly executed and delivered this Joinder as of the Effective Date.

[NEW LENDER]

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENT TO LENDER JOINDER AND ASSUMPTION AGREEMENT]

ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____
Name: _____
Title: _____

BORROWER:

KOPPERS INC.

By: _____
Name: _____
Title: _____

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS

SCHEDULE 1

OUTSTANDING TRANCHES

EXHIBIT 5.9.7(A)

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of March 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Koppers Inc., as borrower, each lender from time to time party thereto, each lender from time to time party thereto, and PNC Bank, National Association, as the administrative agent for the lenders.

Pursuant to the provisions of Section 5.9 [*Taxes*] of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: , 20[]

[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of March 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Koppers Inc., as borrower, each lender from time to time party thereto, each lender from time to time party thereto, and PNC Bank, National Association, as the administrative agent for the lenders.

Pursuant to the provisions of Section 5.9 [*Taxes*] of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: , 20[]

EXHIBIT 5.9.7(C)

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of March 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Koppers Inc., as borrower, each lender from time to time party thereto, each lender from time to time party thereto, and PNC Bank, National Association, as the administrative agent for the lenders.

Pursuant to the provisions of Section 5.9 [*Taxes*] of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: , 20[]

EXHIBIT 5.9.7(D)

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of March 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Koppers Inc., as borrower, each lender from time to time party thereto, each lender from time to time party thereto, and PNC Bank, National Association, as the administrative agent for the lenders.

Pursuant to the provisions of Section 5.9 [*Taxes*] of the Credit Agreement, the undersigned hereby certifies that: (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT 7.1.16

LANDLORD'S WAIVER

THIS LANDLORD'S WAIVER (the "Agreement") made as of this day of , 20 by , a (the "Landlord") to **PNC BANK, NATIONAL ASSOCIATION** (the "Administrative Agent"), in its capacity as Administrative Agent for the Lenders (as defined in that certain Amended and Restated Credit Agreement dated as , 2013 (as the same has heretofore been and may hereafter be from time to time further amended, restated, amended and restated, modified or supplemented, the "Credit Agreement") by and among Koppers Inc., a Pennsylvania corporation, as borrower, the Lenders, the Administrative Agent, and the Guarantors, all as set forth and defined therein).

WITNESSETH:

KOPPERS INC. (the "Borrower") is or may become indebted to the Administrative Agent and the Lenders for certain credit facilities (the "Loans"). The Guarantors have guaranteed the Loans. Pursuant to the provisions of the Credit Agreement the Loans are or may become secured by security interests and liens in certain tangible and intangible personal property of the Borrower and Guarantors (collectively, the "Collateral"). Under the provisions of a certain lease (the "Lease") dated , between the Landlord and [**insert name of Borrower or Guarantor**] (the "Lessee"), the Landlord has leased approximately square feet situated on the property described as (the "Premises"). Since all or a part of the Collateral may be located on or affixed to the Premises, the Administrative Agent and the Lenders have required, as a condition to making the Loans, the execution and delivery of this Agreement by the Landlord.

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to make the Loans available to the Borrower, the Landlord, intending to be legally bound hereby covenants and agrees with the Administrative Agent and the Lenders as follows:

145. THE LANDLORD HEREBY AGREES THAT ANY OF THE COLLATERAL MAY BE AFFIXED TO THE PREMISES AND SHALL REMAIN PERSONAL PROPERTY NOTWITHSTANDING THE MANNER IN WHICH IT IS AFFIXED THERETO AND CONSENTS TO THE SECURITY INTEREST AND LIEN OF THE ADMINISTRATIVE AGENT, THE LENDERS, AND THEIR SUCCESSORS AND ASSIGNS IN THE COLLATERAL LOCATED ON, AT OR ABOUT OR AFFIXED TO THE PREMISES. THIS WAIVER SHALL APPLY TO ANY OF THE COLLATERAL WHICH IS ALREADY LOCATED ON, AT OR ABOUT OR AFFIXED TO THE PREMISES OR MAY HEREAFTER BE LOCATED ON, AT OR ABOUT OR AFFIXED TO THE PREMISES.

146. THE LANDLORD HEREBY WAIVES AND RELEASES IN FAVOR OF THE ADMINISTRATIVE AGENT AND THE LENDERS AND AGREES THAT THE ADMINISTRATIVE AGENT'S AND THE LENDERS' LIENS AND SECURITY INTERESTS IN THE COLLATERAL SHALL BE PRIOR AND SUPERIOR TO (A) ANY AND ALL RIGHTS OF DISTRAINT, LEVY AND EXECUTION, AND MARSHALLING OF ASSETS WHICH THE LANDLORD MAY NOW OR HEREAFTER HAVE AGAINST THE

COLLATERAL, (B) ANY AND ALL LIENS AND SECURITY INTERESTS THAT THE LANDLORD MAY NOW OR HEREAFTER HAVE ON THE COLLATERAL, AND (C) ANY AND ALL OTHER CLAIMS THAT THE LANDLORD MAY NOW OR HEREAFTER HAVE ON OR AGAINST THE COLLATERAL FOR ANY RENT OR OTHER SUMS DUE OR TO BECOME DUE TO THE LANDLORD BY THE LESSEE UNDER THE PROVISIONS OF THE LEASE OR OTHERWISE.

147. THE ADMINISTRATIVE AGENT AND THE LENDERS MAY REMOVE THE COLLATERAL FROM THE PREMISES WHENEVER THE ADMINISTRATIVE AGENT AND THE LENDERS DEEM IT NECESSARY TO DO SO TO PROTECT THEIR INTERESTS, AND WITHOUT LIABILITY OR ACCOUNTABILITY TO THE LANDLORD THEREFOR, AND THE LANDLORD HEREBY IRREVOCABLY GRANTS TO THE ADMINISTRATIVE AGENT AND THE LENDERS THE RIGHT OF ENTRY TO THE PREMISES TO REMOVE ANY OF THE COLLATERAL AT ANY REASONABLE TIME OR TIMES.

148. IN THE EVENT THE LESSEE DEFAULTS UNDER THE LEASE AND IS EVICTED BY THE LANDLORD, THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL HAVE THE RIGHT, BY SENDING NOTICE TO THE LANDLORD, TO KEEP AND STORE ANY PORTION OF THE COLLATERAL LOCATED AT THE PREMISES AT OR ABOUT THE DATE THE LESSEE LOSES POSSESSION OF THE PREMISES FOR A PERIOD, DETERMINED BY THE ADMINISTRATIVE AGENT AND THE LENDERS, OF UP TO ONE HUNDRED TWENTY (120) DAYS, COUNTING FROM THE DATE THE LESSEE LOSES POSSESSION OF THE PREMISES, ON A MONTH-TO-MONTH BASIS, PROVIDED THE ADMINISTRATIVE AGENT AND THE LENDERS PAY RENT TO THE LANDLORD FOR EACH MONTH AT THE MONTHLY RENT PROVIDED FOR IN THE LEASE. THE ADMINISTRATIVE AGENT AND/OR THE LENDERS SHALL GIVE THE LANDLORD AT LEAST TEN (10) CALENDAR DAYS' NOTICE IF THE ADMINISTRATIVE AGENT AND/OR THE LENDERS WISH TO TERMINATE THE ADMINISTRATIVE AGENT'S OR THE LENDERS' USE OF THE PREMISES FOR STORAGE AT THE END OF ANY MONTH DURING THE ONE HUNDRED TWENTY (120) DAY PERIOD. IF THE ADMINISTRATIVE AGENT OR THE LENDERS HAVE BEEN USING THE PREMISES FOR STORAGE AND FAIL TO GIVE SUCH NOTICE, THE ADMINISTRATIVE AGENT OR THE LENDERS SHALL BE RESPONSIBLE FOR THE NEXT MONTH'S RENT, EVEN IF THE ADMINISTRATIVE AGENT OR THE LENDERS ARE NO LONGER USING THE PREMISES FOR STORAGE. THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL HAVE NO OBLIGATION TO PAY ANY RENT UNDER THE LEASE FOR ANY PERIOD OF TIME PRIOR TO THE DATE THE LESSEE LOST POSSESSION OF THE PREMISES AND THE ADMINISTRATIVE AGENT AND/OR THE LENDERS NOTIFY THE LANDLORD OF THEIR INTENTION TO USE THE PREMISES. THE ADMINISTRATIVE AGENT AND THE LENDERS MAY CONDUCT ONE OR MORE AUCTION SALES OF THE COLLATERAL AT THE PREMISES DURING THE PERIOD THE ADMINISTRATIVE AGENT OR THE LENDERS ARE USING THE PREMISES FOR STORAGE OF THE COLLATERAL. AS USED IN THIS SECTION, THE TERM "MONTH" SHALL MEAN A CALENDAR MONTH.

149. THE LANDLORD SHALL NOTIFY ANY PURCHASER OF THE PREMISES AND ANY SUBSEQUENT MORTGAGEE OR ANY OTHER HOLDER OF ANY LIEN, SECURITY INTEREST OR ENCUMBRANCE ON THE PREMISES OF THE EXISTENCE OF THIS AGREEMENT.

150. THE LANDLORD HEREBY CERTIFIES THAT THE LANDLORD HAS FULL POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT AND THAT IT HAS LEGAL TITLE TO THE PREMISES.

151. THIS AGREEMENT SHALL CONTINUE IN EFFECT DURING THE TERM OF THE CREDIT AGREEMENT AND ANY EXTENSIONS, RENEWALS, REFINANCINGS OR MODIFICATIONS THEREOF AND ANY SUBSTITUTIONS THEREFOR, SHALL BE BINDING UPON THE SUCCESSORS, ASSIGNS AND TRANSFEREES OF THE LANDLORD, AND SHALL INURE TO THE BENEFIT OF THE ADMINISTRATIVE AGENT, THE LENDERS, AND THEIR SUCCESSORS AND ASSIGNS. THE LANDLORD HEREBY WAIVES NOTICE OF THE ADMINISTRATIVE AGENT'S AND THE LENDERS' ACCEPTANCE OF AND RELIANCE ON THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - LANDLORD'S WAIVER]

IN WITNESS WHEREOF, the Landlord has caused this Agreement to be executed, sealed and delivered on the day and year first written above.

WITNESS / ATTEST:

LANDLORD:

By: _____

Name: _____

Title: _____

Address:

ACKNOWLEDGEMENT TO BE MADE BY OWNER OR LANDLORD

STATE OF _____

COUNTY OF _____

TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the _____, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires:

CONSENT

The undersigned Lessee hereby consents to the terms and conditions of this Landlord's Waiver as set forth above.

ATTEST:

INSERT NAME OF LESSEE

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT 8.2.6

ACQUISITION COMPLIANCE CERTIFICATE

_____, 20__

This certificate is delivered pursuant to Section 8.2.6 of that certain Amended and Restated Credit Agreement dated as of March 27, 2013 (the “**Credit Agreement**”) by and among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), the Lenders party thereto (the “**Lenders**”), the Guarantors party thereto (the “**Guarantors**”) and PNC Bank, National Association, as Administrative Agent for the Lenders (the “**Administrative Agent**”). Unless otherwise defined herein, terms defined in the Credit Agreement are used herein with the same meanings.

The undersigned officer, _____, the _____ [**President/Chief Executive Officer/Chief Financial Officer/Treasurer**] of the Borrower, does hereby certify on behalf of the Borrower after giving pro forma effect to the Permitted Acquisition which is the basis for this Certificate, as follows:

Description of Proposed Permitted Acquisition

The Borrower desires that _____ [**list Borrower, Guarantor or other Subsidiary that will be making the Acquisition**] (the “**Acquiring Company**”) [**acquire the assets/acquire the stock**] [**by purchase/by merger**] of _____ [**Insert name of entity or business division whose assets are being acquired or the entity whose equity interests are being acquired**] (the “**Target**”) from _____ [**identify the name(s) of the seller(s) of such assets or equity interests**] (the “**Seller**”) (the “**Acquisition**”).

The total Consideration to be paid, including the aggregate of (i) cash paid by the Borrower or any of its Subsidiaries, directly or indirectly, to the Seller, (ii) the Indebtedness incurred or assumed by the Borrower or any of its Subsidiaries, whether in favor of Seller or otherwise, and whether fixed or contingent, (iii) any Guaranty given or incurred by the Borrower or any of its Subsidiaries in connection with the Acquisition, and (iv) any other consideration given or obligation incurred by the Borrower or any of its Subsidiaries in connection with the Acquisition is \$_____, which amount exceeds \$50,000,000, and as such, Section 8.2.6(iv)(f) of the Credit Agreement requires the delivery of this Certificate.

The proposed date of Acquisition is _____ (the “**Acquisition Date**”), which is at least five (5) Business Days after the date this Certificate is delivered.

The Target is engaged in _____ [**describe business being acquired**].

The board of directors or other equivalent governing body of the Seller has approved of such Permitted Acquisition.

- (1) Maximum Leverage Ratio (Section 8.2.17 and Section 8.2.6(iv)(f)(1)). After giving effect to the proposed Permitted Acquisition, on a pro forma basis, the Leverage Ratio is _____ to 1.0 (from item (1)(C) below), which does not exceed the permitted ratio of 4.0 to 1.0

(A) the numerator of the Leverage Ratio is calculated as follows:

- (i) pro forma Total Debt on the Acquisition Date \$ _____
- (ii) cash and Cash Equivalents of the Borrower and its Consolidated Subsidiaries in excess of \$5,000,000 on the Acquisition Date \$ _____
- (iii) item (1)(A)(i) minus item (1)(A)(ii) equals the numerator of the Leverage Ratio \$ _____

(B) Consolidated EBITDA, the denominator of the Leverage Ratio, is calculated as follows:

- (i) net income \$ _____
- (ii) depreciation \$ _____
- (iii) depletion \$ _____
- (iv) amortization \$ _____
- (v) other non-recurring, non-cash charges to net income \$ _____
- (vi) losses on the sale of assets outside the ordinary course of business \$ _____
- (vii) interest expense \$ _____
- (viii) income tax expense \$ _____
- (ix) cash dividends received from Affiliates to the extent not included in determining Consolidated Net Income \$ _____
- (x) equity losses of Affiliates (other than Consolidated Subsidiaries) to the extent included in determining Consolidated Net Income \$ _____
- (xi) non-recurring, cash and non-cash charges to net income in an aggregate cumulative amount not greater than \$10,000,000 related to discontinuation or sale of business operations of the Borrower and its Subsidiaries \$ _____

- (xii) non-recurring, non-cash credits to net income \$ _____
- (xiii) gains on the sale of assets outside the ordinary course of business \$ _____
- (xiv) equity earnings of Affiliates (other than Consolidated Subsidiaries) to the extent included in determining Consolidated Net Income \$ _____
- (xv) EBITDA for the Target \$ _____
- (xvi) the sum of items (1)(B)(i) through (1)(B)(xi) minus (the sum of items (1)(B)(xii) through (1)(B)(xiv)) plus item (1)(B)(xv) equals Consolidated EBITDA, the denominator of the Leverage Ratio \$ _____

(C) item (1)(A)(iii) divided by item (1)(B)(xvi) equals the Leverage Ratio _____ to 1.0

(2) Minimum Fixed Charge Coverage Ratio (Section 8.2.16 and Section 8.2.6(iv)(f)(2)). After giving effect to the proposed Permitted Acquisition, on a pro forma basis, the Fixed Charge Coverage Ratio is _____ to 1.0 (from item (2)(C) below), which is not less than the permitted ratio of 1.1 to 1.0.

- (i) (i) Consolidated EBITDA (from item (1)(B)(xv) above) \$ _____
 - (ii) Capital Expenditures of the Borrower and its Subsidiaries \$ _____
 - (iii) cash taxes of the Borrower and its Subsidiaries \$ _____
 - (iv) item (2)(A)(i) minus item (2)(A)(ii) minus item (2)(A)(iii) equals the numerator of the Fixed Charge Coverage Ratio \$ _____
- (i) (i) interest expense \$ _____
 - (ii) contractual principal installments on Indebtedness \$ _____
 - (iii) contractual principal payments on capitalized leases \$ _____

- (iv) dividends and distributions made by the Borrower (excluding payments made by the Borrower to redeem the 2009 Senior Notes as permitted under Section 8.2.5 of the Credit Agreement) \$ _____
- (v) sum of items (2)(B)(i) through (2)(B)(iv) equals the denominator of the Fixed Charge Coverage Ratio \$ _____
- (C) item (2)(A)(iv) divided by item (2)(B)(v) equals the Fixed Charge Coverage Ratio _____ to 1.0
- (3) Undrawn Availability (Section 8.2.6(iv)(f)(2)). After giving effect to the Permitted Acquisition which is the basis for this Certificate, the Undrawn Availability is \$ _____, which is at least \$50,000,000.
- (4) No Event of Default or Potential Default exists immediately prior to or after giving effect to the Permitted Acquisition which is the basis for this Certificate.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO
ACQUISITION COMPLIANCE CERTIFICATE]**

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ____ day of _____, 20__.

KOPPERS INC.

By: _____ (SEAL)

Name: _____

Title: **[President/Chief Executive
Officer/Chief Financial
Officer/Treasurer]**

EXHIBIT 8.3.3
QUARTERLY COMPLIANCE CERTIFICATE

_____, 20__

This certificate is delivered pursuant to Section 8.3.3 of that certain Amended and Restated Credit Agreement dated as of March 27, 2013 (the “**Credit Agreement**”) by and among Koppers Inc., a Pennsylvania corporation (the “**Borrower**”), the Lenders party thereto (the “**Lenders**”), the Guarantors party thereto (the “**Guarantors**”) and PNC Bank, National Association, as Administrative Agent for the Lenders (the “**Administrative Agent**”). Unless otherwise defined herein, terms defined in the Credit Agreement are used herein with the same meanings.

The undersigned officer, _____, the _____ [**President/Chief Executive Officer/Chief Financial Officer/Treasurer**] of the Borrower, does hereby certify on behalf of the Borrower and each of its Subsidiaries as of the [**quarter/year**] ended _____, 20__ (the “**Report Date**”), as follows:

1. Maximum Leverage Ratio (Section 8.2.17). The Leverage Ratio is ____ to 1.0 (from item (1)(C) below), calculated as of the Report Date for the four fiscal quarters ended as of the Report Date, which does not exceed the permitted ratio of 4.0 to 1.0.

(A) the numerator of the Leverage Ratio is calculated as follows:

- (i) Total Debt \$ _____
- (ii) cash and Cash Equivalents of the Borrower and its Consolidated Subsidiaries in excess of \$5,000,000 \$ _____
- (iii) item (1)(A)(i) minus item (1)(A)(ii) equals the numerator of the Leverage Ratio \$ _____

(B) Consolidated EBITDA, the denominator of the Leverage Ratio, is calculated as follows:

- (i) net income \$ _____
- (ii) depreciation \$ _____
- (iii) depletion \$ _____
- (iv) amortization \$ _____
- (v) other non-recurring, non-cash charges to net income \$ _____
- (vi) losses on the sale of assets outside the ordinary course of business \$ _____

- (vii) interest expense \$ _____
 - (viii) income tax expense \$ _____
 - (ix) cash dividends received from Affiliates to the extent not included in determining Consolidated Net Income \$ _____
 - (x) equity losses of Affiliates (other than Consolidated Subsidiaries) to the extent included in determining Consolidated Net Income \$ _____
 - (xi) non-recurring, cash and non- charges to net income in aggregate cumulative amount not greater than \$10,000,000 related to discontinuation or sale of business operations of the Borrower and its Subsidiaries \$ _____
 - (xii) non-recurring, non-cash credits to net income \$ _____
 - (xiii) gains on the sale of assets outside the ordinary course of business \$ _____
 - (xiv) equity earnings of Affiliates (other than Consolidated Subsidiaries) to the extent included in determining Consolidated Net Income \$ _____
 - (xv) the sum of items (1)(B)(i) through (1)(B)(xi) minus the sum of items (1)(B)(xii) through (1)(B)(xiv) equals Consolidated EBITDA, the denominator of the Leverage Ratio \$ _____
- (C) item (1)(A)(iii) divided by item (1)(B)(xv) equals the Leverage Ratio _____ to 1.0
2. Minimum Fixed Charge Coverage Ratio (Section 8.2.16). The Fixed Charge Coverage Ratio, calculated as of the Report Date for the four fiscal quarters ended as of the Report Date, is _____ to 1.0 (from item (2)(C) below), which is not less than the permitted ratio of 1.1 to 1.0.
- (i) (i) Consolidated EBITDA (from item (1)(B)(xv) above) \$ _____
 - (ii) Capital Expenditures of the Borrower and its Subsidiaries \$ _____
 - (iii) cash taxes of the Borrower and its Subsidiaries \$ _____

(ii)	Capital Expenditures of the Borrower and its Subsidiaries	\$ _____
	Subsidiaries	\$ _____
(iv)	item (2)(A)(i) minus item (2)(A)(ii) minus item (2)(A)(iii) equals the numerator of the Fixed Charge Coverage Ratio	\$ _____
(i)	(i) interest expense	\$ _____
(ii)	contractual principal installments on Indebtedness	\$ _____
(iii)	contractual principal payments on capitalized leases	\$ _____
(iv)	dividends and distributions made by the Borrower (excluding payments made by the Borrower to redeem the 2009 Senior Notes as permitted under Section 8.2.5 of the Credit Agreement	\$ _____
(v)	sum of items (2)(B)(i) through (2)(B)(iv) equals the denominator of the Fixed Charge Coverage Ratio	\$ _____
(C)	item (2)(A)(iv) divided by item (2)(B)(v) equals the Fixed Charge Coverage Ratio	_____ to 1.0

3. Indebtedness (Section 8.2.1).

- (A) As of the Report Date, the aggregate amount of all Indebtedness under any Lender-Provided Treasury/Credit Arrangement or other cash management arrangement approved by the Administrative Agent is \$_____, which is not greater than \$50,000,000.
- (B) As of the Report Date, the aggregate amount of Indebtedness secured by Purchase Money Security Interests and Indebtedness evidenced by capitalized leases (excluding any Indebtedness described in Schedule 8.2.1) is \$_____, which does not exceed \$25,000,000.

4. Loans and Investments (Section 8.2.4). The aggregate amount of (i) loans and advances to, and investments in, Foreign Subsidiaries created or acquired after the Closing Date, and (ii) additional loans and advances to, and investments in,

Foreign Subsidiaries in existence on the Closing Date that are in excess of the applicable amounts described for each such Foreign Subsidiary on Schedule 8.2.4 is \$_____, which amount does not exceed \$100,000,000.

5. **INSERT IF APPLICABLE: Restricted Payments** (Section 8.2.5(i)). The Borrower made dividends and distributions in an aggregate amount equal to \$_____ to KI Holdings, and prior to and after giving effect thereto:
- (A) The Fixed Charge Coverage Ratio on a pro forma basis after giving effect to such dividends and distributions is _____ to 1.0 which is not less than the permitted ratio of 1.1 to 1.0; and
 - (B) No Event of Default or Potential Default occurred, was continuing or existed.
6. As of the date hereof, the Loan Parties have performed and complied with all covenants and conditions of the Credit Agreement; all of the representations and warranties of the Borrower and the other Loan Parties contained in Section 6 of the Credit Agreement and in the other Loan Documents are true and correct on and as of the date hereof with the same effect as though such representations and warranties had been made on the date hereof (except representations and warranties which expressly relate solely to an earlier date or time, which representations and warranties were true and correct on and as of the specific dates or times referred to therein); and no Event of Default or Potential Default exists or occurred and is continuing.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO QUARTERLY COMPLIANCE CERTIFICATE]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ____ day of _____, 20__.

KOPPERS INC.

By: _____ (SEAL)

Name: _____

Title: **[President/Chief Executive Officer/Chief Financial Officer/Treasurer]**