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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Pre-Effective Amendment No. 2  
to  
FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**KOPPERS HOLDINGS INC.**

(Exact name of Registrant as specified in its charter)

**Pennsylvania**  
(State or other jurisdiction of  
incorporation or organization)

**20-1878963**  
(I.R.S. Employer  
Identification Number)

**436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219**  
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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**Steven R. Lacy, Esq.**  
**Senior Vice President, Administration,  
General Counsel and Secretary  
Koppers Holdings Inc.**  
**436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219**  
**Telephone: (412) 227-2001**  
(Name, address and telephone number, including area code, of agent for service)

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*Copy to:*  
**Robert K. Morris, Esq.**  
**Hannah T. Frank, Esq.**  
**Reed Smith LLP**  
**225 Fifth Avenue  
Pittsburgh, Pennsylvania 15222**  
**Telephone: (412) 288-3131**

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement, as determined by Registrant.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

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If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

### CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Debt securities (2)(3)				
Common Stock, par value \$0.01 per share (3)				
Preferred Stock, par value \$0.01 per share (3)(4)(5)				
Depository Shares (5)				
Warrants (6)				
Guarantees (7)				
Units (8)				
Total Offering			\$325,000,000 (1)	\$6,975 (1)

- (1) This registration statement registers an indeterminate amount of securities having an aggregate initial offering price of \$325,000,000. Any securities registered hereunder may be sold separately or as units with other securities registered hereunder. The proposed maximum offering price per unit will be determined from time to time in connection with the issuance of the securities registered hereunder. Pursuant to Rule 415(a)(6), \$200,000,000 of the securities registered hereunder are unsold securities previously registered on Registration Statement 333-136329, filed on August 4, 2006, for which a filing fee of \$21,400.00 was previously paid and will continue to be applied to such unsold securities. The amount of the registration fee in the "Calculation of Registration Fee" table relates to the additional \$125,000,000 of securities being registered hereunder. Pursuant to Rule 457(p), the registration fee of \$6,975 relating to the additional \$125,000,000 of securities being registered under this registration statement is offset by \$7,979.03 of registration fees previously paid relating to the unsold portion (3,977,500 shares of common stock) of a total registered amount of 7,600,000 shares of common stock (secondary offering) of the registrant that were previously registered pursuant to Registration Statement No. 333-136329, filed on August 4, 2006, the offering of which has been completed.
- (2) There are being registered hereunder an indeterminate principal amount of debt securities that may be sold from time to time. If any debt securities are being issued at an original issue discount, then the offering price shall be in such greater principal amount as shall result in an aggregate initial offering price not to exceed \$325,000,000, less the dollar amount of any securities previously issued hereunder.
- (3) There are being registered hereunder an indeterminate number of shares of common stock that may be sold by the registrant from time to time. There are also being registered hereunder an indeterminate number of shares of common stock as shall be issuable upon conversion or redemption of preferred stock or debt securities registered hereby.
- (4) There are being registered hereunder an indeterminate number of shares of preferred stock as may be sold from time to time by the registrant.
- (5) There are being registered hereunder an indeterminate number of depository shares to be evidenced by depository receipts issued pursuant to a deposit agreement. In the event the registrant elects to offer to the public fractional interests in shares of preferred stock registered hereunder, depository receipts will be distributed to those persons purchasing such fractional interests, and the shares of preferred stock will be issued to the depository under the deposit agreement.
- (6) There are being registered hereunder an indeterminate amount and number of warrants, representing rights to purchase preferred stock, common stock or debt securities registered hereby or equity securities issued by an unaffiliated corporation or other entity and held by the registrant.
- (7) Guarantees may be provided by Koppers Holdings Inc. or the subsidiaries of the registrant listed in this registration statement for the payment of the principal and interest on the debt securities. No additional consideration will be received for the guarantees and, pursuant to Rule 457(n), no additional fee is required.
- (8) Each unit is a unit comprised of a combination of any of the other securities registered under this registration statement.

**The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

**TABLE OF CO-REGISTRANTS**

Koppers Inc., a wholly-owned subsidiary of Koppers Holdings Inc., may also issue debt securities under this registration statement and is hereby deemed to be a registrant. In addition, one or more of the following subsidiaries may provide a full and unconditional guarantee of the repayment of the debt securities registered under this registration statement, and is hereby deemed to be a registrant.

<u>Exact Name as Specified in their Charters</u>	<u>Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Indemnification Number</u>
Koppers Inc.	Pennsylvania	25-1588399
Koppers Asia LLC	Delaware	25-1588399
World-Wide Ventures Corporation	Delaware	51-0340346
Koppers Concrete Products, Inc.	Delaware	25-1655686
Concrete Partners, Inc.	Delaware	25-1669803
Koppers Delaware, Inc.	Delaware	51-0370974
Koppers Redemption, Inc.	Delaware	25-1604704
Koppers Australia Holding Company Pty Ltd	Australia	
Koppers Australia Pty Ltd	Australia	
Koppers Carbon Materials & Chemicals Pty Ltd	Australia	
Koppers Wood Products Pty Ltd	Australia	
Continental Carbon Australia Pty Ltd	Australia	
Koppers Denmark A/S	Denmark	
Koppers Europe ApS	Denmark	
Koppers European Holdings A/S	Denmark	
Koppers Tar Tech International A/S	Denmark	
Koppers Luxembourg S.a.r.l	Luxembourg	
Koppers Poland SP zo.o.	Poland	
Koppers Lambson Limited	United Kingdom	
Koppers UK Holding Limited	United Kingdom	
Koppers UK Limited	United Kingdom	
Koppers UK Transport Limited	United Kingdom	

The address and telephone number of the principal executive offices of Koppers Inc., Koppers Asia LLC, Koppers Concrete Products, Inc., Concrete Partners, Inc. and Koppers Redemption, Inc. is 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (412) 227-2001, and the agent of service is Mr. Steven R. Lacy, Esq. at the same address.

The address and telephone number of the principal executive offices of World-Wide Ventures Corporation and Koppers Delaware, Inc. is 501 Silverside Road, Suite 67, Wilmington, Delaware 19809, (302) 798-0294, and the agent of service is Mr. John S. Smith at the same address.

The address and telephone number of the principal executive offices of Koppers Australia Holding Company Pty Ltd., Koppers Australia Pty Ltd., Koppers Carbon Materials & Chemicals Pty Ltd., Koppers Wood Products Pty Ltd. and Continental Carbon Australia Pty Ltd. is 15 Blue Street, North Sydney, New South Wales, Australia 2060 and the agent of service is Mr. Steven R. Lacy, Esq. at 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (412) 227-2001.

The address and telephone number of the principal executive offices of Koppers Denmark A/S, Koppers Europe ApS, Koppers European Holdings A/S, Koppers Tar Tech International A/S and Koppers Poland SP zo.o. is Avernakke, 5800 Nyborg, Denmark, and the agent of service is Mr. Steven R. Lacy, Esq. at 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (412) 227-2001.

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The address and telephone number of the principal executive offices of Koppers Luxembourg S.a.r.l. is 46A, Avenue J.F. Kennedy, L-1855, Luxembourg, and the agent of service is Mr. Steven R. Lacy, Esq. at 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (412) 227-2001.

The address and telephone number of the principal executive offices of Koppers Lambson Limited, Koppers UK Holding Limited, Koppers UK Limited and Koppers UK Transport Limited is Normandy Gateway, Lysaghts Way, Scunthorpe, North Lincolnshire DN15 9YG, England, and the agent of service is Mr. Steven R. Lacy, Esq. at 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (412) 227-2001.

The information in this prospectus is not complete and may be changed. We may not sell the securities under this prospectus until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED SEPTEMBER 4, 2009



**\$325,000,000**  
**Debt Securities**  
**Common Stock**  
**Preferred Stock**  
**Depository Shares**  
**Warrants**  
**Guarantees**  
**Units**  
**Offered by**  
**Koppers Holdings Inc.**

Koppers Holdings Inc. may offer to sell, from time to time, in one or more series:

- senior or subordinated debt securities;
- common stock;
- preferred stock;
- depository shares representing preferred stock;
- warrants to purchase debt securities, common stock, preferred stock or other securities;
- guarantees; or
- units.

Koppers Inc., a wholly-owned subsidiary of Koppers Holdings, may offer to sell from time to time in one or more series, senior or subordinated debt securities or guarantees. In addition, our subsidiaries listed as registrants on the registration statement of which this prospectus is a part may offer to sell from time to time, guarantees of debt securities issued by Koppers Holdings or Koppers Inc. under this prospectus.

The debt securities and preferred stock may be convertible into or exercisable or exchangeable for our common stock, preferred stock, our other securities or the debt and equity securities of one or more other entities. We may sell any combination of these securities in one or more offerings, up to an aggregate offering price of \$325,000,000, on terms to be determined at the time of offering.

Our common stock is listed on the New York Stock Exchange under the symbol "KOP." On September 3, 2009, the last reported sale price for our common stock was \$26.97 per share.

We may sell these securities directly to purchasers, through dealers or agents designated from time to time or to or through one or more underwriters.

This prospectus provides you with a general description of the securities that we may offer and sell from time to time. Each time that we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of the securities and may add to or update the information to this prospectus. You should read this prospectus, any prospectus supplement and the information incorporated by reference into this prospectus and any prospectus supplement carefully before you invest. **This prospectus may not be used to sell securities unless accompanied by a prospectus supplement.**

**The securities offered for sale under this prospectus may involve a high degree of risk. See "[Risk Factors](#)" on page 2 before making an investment decision.**

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The date of this prospectus is \_\_\_\_\_, 2009.

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**You should rely only on the information contained in this prospectus and any related prospectus supplement or incorporated by reference in this prospectus and any related prospectus supplement. We have not authorized anyone to provide you with different information. No one is making offers to sell or seeking offers to buy our securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this prospectus is accurate only as of the date on the front of this prospectus and that any information we have incorporated by reference or included in any prospectus supplement is accurate only as of the date given in the document incorporated by reference or the prospectus supplement, as applicable, regardless of the time of delivery of this prospectus, any applicable prospectus supplement or any sale of our securities. Our business, financial condition, results of operations and prospects may have changed since that date.**

## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, using a “shelf” registration process. Under this shelf registration process, we may sell different types of the securities described in this prospectus in one or more offerings up to a total offering amount of \$325,000,000. This prospectus provides a general description of the securities that we may offer. Each time we sell securities under this prospectus, we will provide a prospectus supplement that will contain specific information about the terms of that offering and the securities being offered. We may also update or amend in a prospectus supplement any of the information contained or incorporated by reference into this prospectus. This prospectus, together with applicable prospectus supplements and the documents incorporated by reference in this prospectus and any prospectus supplement, includes all material information relating to this offering. Please read carefully both this prospectus and any prospectus supplement together with additional information described below under “Where You Can Find More Information” and “Information Incorporated by Reference.”

### SUMMARY

*This is only a summary and may not contain all the information that is important to you. You should carefully read both this prospectus and any accompanying prospectus supplement and any other offering materials, together with the additional information described under the heading “Where You Can Find More Information.”*

#### **The Company**

We are a leading integrated global provider of carbon compounds and commercial wood treatment products. Our products are used in a variety of niche applications in a diverse range of end-markets, including the aluminum, railroad, specialty chemical, utility, rubber and steel industries. We serve our customers through a comprehensive global manufacturing and distribution network, with manufacturing facilities located in the United States, Australia, China, the United Kingdom and Denmark.

We operate two principal businesses: Carbon Materials & Chemicals and Railroad & Utility Products. Through our Carbon Materials & Chemicals business, we believe we are the largest distiller of coal tar in North America, Australia, the United Kingdom and Scandinavia. We process coal tar into a variety of products, including carbon pitch, creosote and phthalic anhydride, which are critical intermediate materials in the production of aluminum, the pressure treatment of wood and the production of plasticizers and specialty chemicals, respectively. Through our Railroad & Utility Products business, we are the largest North American supplier of railroad crossties. Our other commercial wood treatment products include utility poles for the electric and telephone utility industries.

Our principal offices are located at 436 Seventh Avenue, Pittsburgh, Pennsylvania 15219-1800. Our telephone number is (412) 227-2001. We maintain a website at [www.koppers.com](http://www.koppers.com). The information contained on or linked to or from our website does not constitute a part of this prospectus and is not incorporated by reference herein.

References in this prospectus to “Koppers Holdings”, the “Company,” “we,” “us” and “our” refer to Koppers Holdings Inc., a Pennsylvania corporation, together with our wholly-owned subsidiaries, including Koppers Inc.

## RISK FACTORS

The securities offered for sale under this prospectus may involve a high degree of risk. Prior to making an investment decision, you should carefully consider the risks discussed under “Risk Factors” in the applicable prospectus supplement and in our filings with the SEC, and incorporated by reference in this prospectus and the applicable prospectus supplement, together with all of the other information contained in this prospectus, any applicable prospectus supplement, or incorporated by reference in this prospectus and any applicable prospectus supplement.

The risks and uncertainties described in the applicable prospectus supplement and in our SEC filings are not the only risks facing us. Additional risks and uncertainties not presently known to us, or that we currently see as immaterial, may also harm our business. If any of the risks or uncertainties described in the prospectus supplement or our SEC filings or any such additional risks and uncertainties actually occur, our business, results of operations and financial condition could be materially and adversely affected.

## FORWARD-LOOKING STATEMENTS

This prospectus, any prospectus supplement and the documents incorporated herein by reference contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and may include, but are not limited to, statements about sales levels, restructuring, profitability and anticipated expenses and cash outflows. All forward-looking statements involve risks and uncertainties. All statements contained herein that are not clearly historical in nature are forward-looking, and words such as “believe”, “anticipate”, “expect”, “estimate”, “may”, “will”, “should”, “continue”, “plans”, “intends”, “likely” or other similar words or phrases are generally intended to identify forward-looking statements. Any forward-looking statement contained herein, in press releases, written statements or other documents filed with the SEC, or in Koppers’ communications with and discussions with investors and analysts in the normal course of business through meetings, phone calls and conference calls, regarding expectations with respect to sales, earnings, cash flows, operating efficiencies, product introduction or expansion, the benefits of acquisitions and divestitures or other matters as well as financings and repurchases of debt or equity securities, are subject to known and unknown risks, uncertainties and contingencies. Many of these risks, uncertainties and contingencies are beyond our control, and may cause actual results, performance or achievements to differ materially from anticipated results, performance or achievements. Factors that might affect such forward-looking statements include, among other things:

- general economic and business conditions;
- demand for the Company’s goods and services;
- competitive conditions in the industries in which Koppers operates;
- the ratings on our debt and our ability to repay or refinance our outstanding indebtedness as it matures;
- our ability to operate within the limitations of our debt covenants;
- interest rate fluctuations and other changes in borrowing costs;
- other capital market conditions, including foreign currency rate fluctuations;
- availability of and fluctuations in the prices of key raw materials, including coal tar and timber;
- economic and political conditions in international markets, including governmental changes and restrictions on the ability to transfer capital across countries;
- potential impairment of our goodwill and/or long-lived assets;
- parties who are obligated to indemnify us for legal and environmental liabilities fail to perform under their legal obligations; and
- unfavorable resolution of litigation against us.



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Any forward-looking statements in this prospectus, any prospectus supplement and the documents incorporated herein by reference speak only as of the date of the applicable report, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after that date or to reflect the occurrence of unanticipated events.

### **USE OF PROCEEDS**

We will retain broad discretion over the use of the net proceeds to us from the sale of our securities under this prospectus. Unless we indicate otherwise in the applicable prospectus supplement, we anticipate that any net proceeds will be used for general corporate purposes.

General corporate purposes may include any of the following:

- repaying or refinancing debt;
- providing working capital;
- funding capital expenditures; or
- paying for possible acquisitions or the expansion of our business.

We may temporarily invest the net proceeds that we receive from any offering or use the net proceeds to repay short-term debt until we can use the net proceeds for their stated purposes. We will set forth in the applicable prospectus supplement our intended use for the net proceeds received from our sale of any securities sold pursuant to that prospectus supplement.

**RATIO OF EARNINGS TO FIXED CHARGES**

The following table contains our consolidated ratio of earnings to fixed charges and ratio of earnings to combined fixed charges and preference dividends for the periods indicated. You should read these ratios in conjunction with our consolidated financial statements including the notes to those statements incorporated by reference into this prospectus.

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>Six Months Ended June 30, 2009 (unaudited)</u>
<b>Ratio of Earnings to Fixed Charges (1)</b>	1.31	1.26	1.24	2.37	2.68	2.13
<b>Ratio of Earnings to Combined Fixed Charges and Preference Dividends (1) (2) (3)</b>	—	—	1.24	2.37	2.68	2.13

- (1) For purposes of these ratios, “earnings” include income (loss) from continuing operations before income taxes less equity earnings net of dividends and pre-tax income of noncontrolling interests plus fixed charges. “Fixed charges” include interest, whether expensed or capitalized, the portion of rental expense (which we have calculated to be 31 percent of total rental expense) that is representative of the interest factor in these rentals. “Preference dividends” are calculated as the pre-tax earnings required to pay the preferred dividend.
- (2) Until January 2006, we had outstanding senior convertible preferred stock with dividend rights equivalent to 3.9799 times the dividend rate on our common stock. In January 2006, the senior convertible preferred stock was converted into shares of our common stock and there are no shares of preferred stock currently outstanding.
- (3) Earnings were insufficient to cover combined fixed charges and preference dividends by \$157.6 million in 2004 and \$34.5 million in 2005.

We are a holding company, which means that we conduct all of our operations through our subsidiaries. As a result, we depend on dividends from the earnings of our subsidiaries to generate the funds necessary to meet our financial obligations, including payments of principal, interest and other amounts. Holders of our debt securities will not have a direct claim against the assets of our operating subsidiaries except to the extent that our debt securities are guaranteed by one of our operating subsidiaries.

## DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

The following description, together with the additional information we include in any applicable prospectus supplement, summarizes the material terms and provisions of the debt securities that we may offer under this prospectus. While the terms we have summarized below will generally apply to any future debt securities we may offer under this prospectus, we will describe the particular terms of any debt securities that we may offer in more detail in the applicable prospectus supplement. The terms of any debt securities we offer under a prospectus supplement may differ from the terms we describe below.

Koppers Holdings or Koppers Inc. may offer secured or unsecured debt securities, which may be senior, subordinated or junior subordinated, and which may be convertible and which may be issued in one or more series. In addition, Koppers Holdings or Koppers Inc. may provide full and unconditional guarantees of the repayment of any debt securities offered by the other under this prospectus. Finally, certain of our subsidiaries that are included as registrants in the registration statement related to this prospectus may provide full and unconditional guarantees of the repayment of any debt securities offered under this prospectus.

The senior notes and any related guarantees will be issued under the senior indenture which the issuer will enter into with the trustee named in the senior indenture. The subordinated notes and any related guarantees will be issued under the subordinated indenture which the issuer will enter into with the trustee named in the subordinated indenture. We have filed forms of these documents as exhibits to the registration statement of which this prospectus is a part. The terms of the debt securities will include those set forth in the applicable indenture, any related supplemental indenture and any related securities documents that are made a part of the indenture by the Trust Indenture Act of 1939. You should read the summary below, the applicable prospectus supplement and the provisions of the applicable indenture, any supplemental indenture and any related security documents, if any, in their entirety before investing in our debt securities. We use the term “indentures” to refer to both the senior indenture and the subordinated indenture.

The indentures will be qualified under the Trust Indenture Act of 1939. We use the term “trustee” to refer to either the senior trustee or the subordinated trustee, as applicable.

The following summaries of material provisions of the senior notes, the subordinated notes and the indentures are subject to, and qualified in their entirety by reference to, all the provisions of the indenture and any supplemental indenture or related document applicable to a particular series of debt securities. We urge you to read the applicable prospectus supplements related to the debt securities that we sell under this prospectus, as well as the complete indentures that contain the terms of the debt securities. Except as we may otherwise indicate, the terms of the senior indenture and the subordinated indenture are identical.

### General

We will describe in the applicable prospectus supplement the terms relating to a series of debt securities, including:

- title;
- principal amount being offered, and, if a series, the total amount authorized and the total amount outstanding;
- any limit on the amount that may be issued;
- whether or not we will issue the series of debt securities in global form and, if so, the terms and who the depositary will be;
- the maturity date;
- the principal amount due at maturity, and whether the debt securities will be issued with any original issue discount;

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- whether and under what circumstances, if any, we will pay additional amounts on any debt securities held by a person who is not a United States person for tax purposes, and whether we can redeem the debt securities if we have to pay such additional amounts;
- the annual interest rate, which may be fixed or variable, or the method for determining the rate, the date interest will begin to accrue, the dates interest will be payable and the regular record dates for interest payment dates or the method for determining such dates;
- whether or not the debt securities will be secured or unsecured, and the terms of any secured debt;
- the terms of the subordination of any series of subordinated debt;
- the place where payments will be payable;
- restrictions on transfer, sale or other assignment, if any;
- our right, if any, to defer payment of interest and the maximum length of any such deferral period;
- the date, if any, after which, the conditions upon which, and the price at which we may, at our option, redeem the series of debt securities pursuant to any optional or provisional redemption provisions, and any other applicable terms of those redemption provisions;
- provisions for a sinking fund, purchase or other analogous fund, if any;
- the date, if any, on which, and the price at which we are obligated, pursuant to any mandatory sinking fund or analogous fund provisions or otherwise, to redeem, or at the holder's option to purchase, the series of debt securities;
- whether the indenture will restrict our ability and/or the ability of our subsidiaries to:
  - incur additional indebtedness;
  - issue additional securities;
  - issue guarantees;
  - create liens;
  - pay dividends and make distributions in respect of our capital stock and the capital stock of our subsidiaries;
  - redeem capital stock;
  - place restrictions on our subsidiaries' ability to pay dividends, make distributions or transfer assets;
  - make investments or other restricted payments;
  - sell or otherwise dispose of assets;
  - enter into sale-leaseback transactions;
  - engage in transactions with stockholders and affiliates;
  - issue or sell stock of or sell assets of our subsidiaries; or
  - effect a consolidation or merger;
- whether the indenture will require us to maintain any interest coverage, fixed charge, cash flow-based, asset-based or other financial ratios;
- a discussion of any material or special United States federal income tax considerations applicable to the debt securities;
- information describing any book-entry features;
- the procedures for any auction and remarketing, if any;

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- the denominations in which we will issue the series of debt securities, if other than denominations of \$1,000 and any integral multiple thereof;
- if other than U.S. dollars, the currency in which the series of debt securities will be denominated; and
- any other specific terms, preferences, rights or limitations of, or restrictions on, the debt securities, including any events of default that are in addition to those described in this prospectus or any covenants provided with respect to the debt securities that are in addition to those described above, and any terms which may be required by us or advisable under applicable laws or regulations or advisable in connection with the marketing of the debt securities.

### **Original Issue Discount**

One or more series of debt securities offered by this prospectus may be sold at a substantial discount below their stated principal amount, bearing no interest or interest at a rate that at the time of issuance is below market rates. The federal income tax consequences and special considerations applicable to any series of debt securities generally will be described in the applicable prospectus supplement.

### **Subordination of Subordinated Debt Securities**

The subordinated debt securities will be subordinate and junior in priority of payment to certain of our other indebtedness to the extent described in a prospectus supplement. The indentures in the forms initially filed as exhibits to the registration statement of which this prospectus is a part do not limit the amount of indebtedness which we may incur, including senior indebtedness or subordinated indebtedness, and do not limit us from issuing any other debt, including secured debt or unsecured debt.

### **Structural Subordination**

Koppers Holdings conducts all of its operations through Koppers Inc. and its subsidiaries. As a result, Koppers Holdings depends on dividends from the earnings of Koppers Inc. and its subsidiaries to generate the funds necessary to meet Koppers Holdings' financial obligations. To the extent of such operations, holders of debt securities of Koppers Holdings will have a position junior to the prior claims of creditors of Koppers Inc. and its subsidiaries, including trade creditors, debt holders, secured creditors, taxing authorities and guarantee holders, and any preferred stockholders, except to the extent that Koppers Holdings may be a creditor with recognized and unsubordinated claims against Koppers Inc. or any subsidiary. In addition, our subsidiaries may be restricted from time to time under the terms of the instruments governing their indebtedness from paying dividends or otherwise transferring assets to us. If specified in the prospectus supplement, the guarantees will be general obligations of our subsidiaries that execute subsidiary guarantees. Unless otherwise specified in the prospectus supplement, such subsidiary guarantees will be unsecured obligations.

### **Koppers Inc. Debt Securities**

The debt securities offered under this prospectus may be issued either by Koppers Holdings or its wholly owned subsidiary, Koppers Inc. If Koppers Inc. issues debt securities, Koppers Holdings and the other subsidiaries included as registrants in the registration statement related to this prospectus may guarantee the debt securities pursuant to a supplemental indenture or a notation of guarantee. The prospectus supplement will describe the terms of any such guarantee.

### **Guarantees**

Koppers Holdings' or Koppers Inc.'s payment obligations under any series of the debt securities may be jointly and severally guaranteed by the other or by one or more of the subsidiaries included as registrants in the registration statement related to this prospectus. If a series of debt securities is guaranteed by Koppers Holdings, Koppers Inc. or any subsidiary, such guarantor will execute a supplemental indenture or notation of guarantee as further evidence of its guarantee. The applicable prospectus supplement will describe the terms of any guarantee.

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The obligations of each guarantor may be limited to the maximum amount that will not result in such guarantee obligations constituting a fraudulent conveyance or fraudulent transfer under federal or state law, after giving effect to all other contingent and fixed liabilities of that guarantor and any collections from or payments made by or on behalf of any other guarantor in respect to its obligations under its guarantor guarantee.

Each indenture may restrict consolidations or mergers with or into an issuer or guarantor or provide for the release of a guarantor from a guarantee, as set forth in a related prospectus supplement, the applicable indenture, and any applicable related supplemental indenture.

If a series of debt securities is guaranteed and is designated as subordinate to any senior debt, then the related guarantees will be subordinated to the senior debt of the guarantor and will be subordinated to any guarantees of the issuer's senior debt.

### **Conversion or Exchange Rights**

We will set forth in the prospectus supplement the terms on which a series of debt securities may be convertible into or exchangeable for Koppers Holdings preferred stock, common stock or other securities, including the conversion or exchange rate, as applicable, or how it will be calculated, and the applicable conversion or exchange period. We will include provisions as to whether conversion or exchange is mandatory, at the option of the holder or at our option. We may include provisions pursuant to which the number of our securities that the holders of the series of debt securities receive upon conversion or exchange would, under the circumstances described in those provisions, be subject to adjustment, or pursuant to which those holders would, under those circumstances, receive other property upon conversion or exchange, for example in the event of our merger or consolidation with another entity.

### **Consolidation, Merger or Sale**

The indentures in the forms initially filed as exhibits to the registration statement of which this prospectus is a part do not contain any covenant that restricts our ability to merge or consolidate, or sell, convey, transfer or otherwise dispose of all or substantially all of our assets. However, any successor of ours or acquirer of such assets must assume all of our obligations under the indentures and the debt securities.

If the debt securities are convertible for our other securities, the person with whom we consolidate or merge or to whom we sell all of our property must make provisions for the conversion of the debt securities into securities which the holders of the debt securities would have received if they had converted the debt securities before the consolidation, merger or sale.

### **Events of Default Under the Indentures**

The following are events of default under the indentures with respect to any series of debt securities that we may issue:

- if we fail to pay interest when due and payable and our failure continues for 30 days and the time for payment has not been extended or deferred;
- if we fail to pay the principal, or premium, if any, when due and payable and the time for payment has not been extended or delayed;
- if we fail to observe or perform any other covenant contained in the debt securities or the indentures, other than a covenant solely for the benefit of another series of debt securities, and our failure continues for 90 days after we receive notice from the trustee or holders of at least 25 percent in aggregate principal amount of the outstanding debt securities of the applicable series; and
- if specified events of bankruptcy, insolvency or reorganization occur.

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If an event of default with respect to debt securities of any series occurs and is continuing, other than an event of default specified in the last bullet point above, the trustee or the holders of at least 25 percent in aggregate principal amount of the outstanding debt securities of that series, by notice to us in writing, and to the trustee if notice is given by such holders, may declare the unpaid principal of, premium, if any, and accrued interest, if any, due and payable immediately. If an event of default specified in the last bullet point above occurs with respect to us, the principal amount of and accrued interest, if any, of each series of debt securities then outstanding shall be due and payable without any notice or other action on the part of the trustee or any holder.

The holders of a majority in principal amount of the outstanding debt securities of an affected series may waive any default or event of default with respect to the series and its consequences (other than bankruptcy defaults), except there may be no waiver of defaults or events of default regarding payment of principal, premium, if any, or interest, unless we have cured the default or event of default in accordance with the applicable indenture.

Subject to the terms of the indentures, if an event of default under an indenture shall occur and be continuing, the trustee will be under no obligation to exercise any of its rights or powers under such indenture at the request or direction of any of the holders of the applicable series of debt securities, unless such holders have offered the trustee indemnity satisfactory to it. The holders of a majority in principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee, with respect to the debt securities of that series, provided that:

- the direction so given by the holder is not in conflict with any law or the applicable indenture; and
- subject to its duties under the Trust Indenture Act of 1939, the trustee need not take any action that might involve it in personal liability or might be unduly prejudicial to the holders not involved in the proceeding.

A holder of the debt securities of any series will only have the right to institute a proceeding under the indentures or to appoint a receiver or trustee, or to seek other remedies if:

- the holder has given written notice to the trustee of a continuing event of default with respect to that series;
- the holders of at least 25 percent in aggregate principal amount of the outstanding debt securities of that series have made written request, and such holders have offered indemnity satisfactory to the trustee, to institute the proceeding as trustee; and
- the trustee does not institute the proceeding, and does not receive from the holders of a majority in aggregate principal amount of the outstanding debt securities of that series other conflicting directions, within 90 days after the notice, request and offer.

These limitations do not apply to a suit instituted by a holder of debt securities if we default in the payment of the principal, premium, if any, or interest on, the debt securities.

We will periodically file statements with the trustee regarding our compliance with the covenants in the indentures.

### **Modification of Indentures; Waiver**

We and the trustee may change an indenture without the consent of any holders with respect to specific matters, including:

- to fix any ambiguity, defect or inconsistency in the indenture;
- to comply with the provisions described above under “—Consolidation, Merger or Sale;”

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- to comply with any requirements of the Securities and Exchange Commission in connection with the qualification of any indenture under the Trust Indenture Act of 1939;
- to evidence and provide for the acceptance of appointment hereunder by a successor trustee;
- to provide for uncertificated debt securities and to make any appropriate changes for such purpose;
- to add to, delete from, or revise the conditions, limitations and restrictions on the authorized amount, terms or purposes of issuance, authorization and delivery of debt securities of any unissued series;
- to add to our covenants such new covenants, restrictions, conditions or provisions for the protection of the holders, to make the occurrence, or the occurrence and the continuance, of a default in any such additional covenants, restrictions, conditions or provisions an event of default, or to surrender any of our rights or powers under the indenture; or
- to change anything that does not materially adversely affect the legal rights of any holder of debt securities of any series.

In addition, under the indentures, the rights of holders of a series of debt securities may be changed by us and the trustee with the written consent of the holders of at least a majority in aggregate principal amount of the outstanding debt securities of each series that is affected. However, we and the trustee may only make the following changes with the consent of each holder of any outstanding debt securities affected:

- extending the fixed maturity of the series of debt securities;
- reducing the principal amount, reducing the rate of or extending the time of payment of interest, or reducing any premium payable upon the redemption of any debt securities; or
- reducing the percentage of debt securities, the holders of which are required to consent to any supplemental indenture.

### **Discharge**

Each indenture provides that we can elect to be discharged from our obligations with respect to one or more series of debt securities, except for obligations to:

- register the transfer or exchange of debt securities of the series;
- replace stolen, lost or mutilated debt securities of the series;
- maintain paying agencies;
- recover excess money held by the trustee;
- compensate and indemnify the trustee; and
- appoint any successor trustee.

In order to exercise our rights to be discharged, we must deposit with the trustee money or government obligations sufficient to pay all the principal of, premium, if any, and interest on, the debt securities of the series on the dates payments are due.

### **Form, Exchange and Transfer**

We will issue the debt securities of each series only in fully registered form without coupons and, unless we otherwise specify in the applicable prospectus supplement, in denominations of \$1,000 and any integral multiple thereof. The indentures provide that we may issue debt securities of a series in temporary or permanent global form and as book-entry securities that will be deposited with, or on behalf of, The Depository Trust Company or another depository named by us and identified in a prospectus supplement with respect to that series.



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At the option of the holder, subject to the terms of the indentures and the limitations applicable to global securities described in the applicable prospectus supplement, the holder of the debt securities of any series can exchange the debt securities for other debt securities of the same series, in any authorized denomination and of like tenor and aggregate principal amount.

Subject to the terms of the indentures and the limitations applicable to global securities set forth in the applicable prospectus supplement, holders of the debt securities may present the debt securities for exchange or for registration of transfer, duly endorsed or with the form of transfer endorsed thereon duly executed if so required by us or the security registrar, at the office of the security registrar or at the office of any transfer agent designated by us for this purpose. Unless otherwise provided in the debt securities that the holder presents for transfer or exchange, we will make no service charge for any registration of transfer or exchange, but we may require payment of any taxes or other governmental charges.

We will name in the applicable prospectus supplement the security registrar, and any transfer agent in addition to the security registrar, that we initially designate for any debt securities. We may at any time designate additional transfer agents or rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, except that we will be required to maintain a transfer agent in each place of payment for the debt securities of each series.

If we elect to redeem the debt securities of any series, we will not be required to:

- issue, register the transfer of, or exchange any debt securities of any series being redeemed in part during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of any debt securities that may be selected for redemption and ending at the close of business on the day of the mailing; or
- register the transfer of or exchange any debt securities so selected for redemption, in whole or in part, except the unredeemed portion of any debt securities we are redeeming in part.

### **Information Concerning the Trustee**

The trustee, other than during the occurrence and continuance of an event of default under an indenture, undertakes to perform only those duties as are specifically set forth in the applicable indenture. Upon an event of default under an indenture, the trustee must use the same degree of care as a prudent person would exercise or use in the conduct of his or her own affairs. Subject to this provision, the trustee is under no obligation to exercise any of the powers given it by the indentures at the request of any holder of debt securities unless it is offered security and indemnity satisfactory to it against the costs, expenses and liabilities that it might incur.

### **Payment and Paying Agents**

Unless we otherwise indicate in the applicable prospectus supplement, we will make payment of the interest on any debt securities on any interest payment date to the person in whose name the debt securities, or one or more predecessor securities, are registered at the close of business on the regular record date for the interest.

We will pay principal of and any premium and interest on the debt securities of a particular series at the office of the paying agents designated by us, except that, unless we otherwise indicate in the applicable prospectus supplement, we may make interest payments by check which we will mail to the holder or by wire transfer to certain holders. Unless we otherwise indicate in a prospectus supplement, we will designate an office or agency of the trustee in the City of New York as our paying agent for payments with respect to debt securities of each series. We will name in the applicable prospectus supplement any other paying agents that we initially designate for the debt securities of a particular series. We will maintain a paying agent in each place of payment for the debt securities of a particular series.

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All money we pay to a paying agent or the trustee for the payment of the principal of or any premium or interest on any debt securities which remains unclaimed at the end of two years after such principal, premium or interest has become due and payable will be repaid to us, and the holder of the debt security thereafter may look only to us for payment thereof.

**Governing Law**

Except as otherwise specified in the applicable prospectus supplement, the indentures and the debt securities will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except to the extent that the Trust Indenture Act of 1939 is applicable and except with respect to the rights and obligations of the trustee, which will be governed by and construed in accordance with the laws of the State of New York.

## DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of our Amended and Restated Articles of Incorporation and Bylaws, copies of which have been filed as exhibits to the registration statement relating to this offering.

### Common Stock

Pursuant to the terms of our Amended and Restated Articles of Incorporation, which we refer to as our Articles of Incorporation, we are authorized to issue up to 40,000,000 shares of common stock, \$0.01 par value per share. As of September 3, 2009, an aggregate of 20,454,872 shares of our common stock was outstanding.

Holders of common stock are entitled to one vote for each share held on all matters submitted to a vote of shareholders and do not have cumulative voting rights. Accordingly, holders of a majority of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election. Holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the board of directors out of funds legally available therefor, subject to any preferential dividend rights of outstanding preferred stock. Upon our liquidation, dissolution or winding up, the holders of common stock are entitled to receive ratably our net assets available after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock. Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The outstanding shares of common stock are, and the shares offered by us hereby will be, when issued and paid for, fully paid and non-assessable. If we issue any preferred stock, the rights, preferences and privileges of holders of common stock will be subject to, and may be adversely affected by, the rights of the holders of our preferred stock.

### Preferred Stock

Pursuant to the terms of our Articles of Incorporation, we are authorized to issue up to 10,000,000 shares of preferred stock, \$0.01 par value per share. As of September 3, 2009, no shares of preferred stock were outstanding.

The board of directors is authorized, subject to any limitations prescribed by law, without further shareholder approval, to issue shares of preferred stock in one or more series. Each series of preferred stock will have such rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, as will be determined by the board of directors.

The purpose of authorizing the board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a shareholder vote on specific issuances. The issuance of preferred stock, while providing desirable flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or of discouraging a third party from attempting to acquire, a majority of our outstanding voting stock. The existence of the authorized but undesignated preferred stock may have a depressive effect on the market price of our common stock.

The following description discusses the general terms of one or more series of preferred stock that we may offer under this prospectus. While the terms we have summarized below may generally apply to any preferred shares that we may offer, our board will include the specific terms of each series of preferred stock in a statement of preferred stock that will be filed with the Pennsylvania Secretary of State, and we will describe the particular terms of any series of preferred stock that we may offer in more detail in the applicable prospectus supplement. The terms of any series of preferred stock that we offer under a prospectus supplement may differ from the terms we describe below. In general, the terms of a series of preferred stock that we may offer may include:

- the title of the series and the number of shares in the series;
- the price at which the preferred stock will be offered;

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- the dividend rate or rates or method of calculating the rates, the dates on which the dividends will be payable, whether or not dividends will be cumulative or noncumulative and, if cumulative, the dates from which dividends on the preferred stock being offered will cumulate;
- the voting rights, if any, of the holders of shares of the preferred stock being offered;
- the provisions for a sinking fund, if any, and the provisions for redemption, if applicable, of the preferred stock being offered;
- the liquidation preference per share;
- the terms and conditions, if applicable, upon which the preferred stock being offered will be convertible into our common stock, including the conversion price, or the manner of calculating the conversion price, and the conversion period;
- the terms and conditions, if applicable, upon which the preferred stock being offered will be exchangeable for debt securities, including the exchange price, or the manner of calculating the exchange price, and the exchange period;
- any listing of the preferred stock being offered on any securities exchange;
- whether interests in the shares of the series will be represented by depositary shares;
- the relative ranking and preferences of the preferred stock being offered as to dividend rights and rights upon liquidation, dissolution or the winding up of our affairs;
- any limitations on the issuance of any class or series of preferred stock ranking senior or equal to the series of preferred stock being offered as to dividend rights and rights upon liquidation, dissolution or the winding up of our affairs; and
- any additional rights, preferences, qualifications, limitations and restrictions of the series.

Upon issuance, the shares of preferred stock will be fully paid and non-assessable, which means that its holders will have paid their purchase price in full and we may not require them to pay additional funds. Holders of preferred stock will not have any preemptive rights.

The transfer agent and registrar for the preferred stock will be identified in the applicable prospectus supplement.

### **Depositary Shares**

We may, at our option, elect to offer fractional shares of preferred stock, rather than full shares of preferred stock. If we do, we will issue to the public receipts for depositary shares, and each of these depositary shares will represent a fraction of a share of a particular series of preferred stock.

#### ***Description of Depositary Shares***

The shares of any series of preferred stock underlying the depositary shares will be deposited under a deposit agreement between us and a bank or trust company selected by us to be the depositary. Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable fractional interest in shares of preferred stock underlying that depositary share, to all the rights and preferences of the preferred stock underlying that depositary share.

The depositary shares will be evidenced by depositary receipts issued pursuant to the deposit agreement. Depositary receipts will be issued to those persons who purchase the fractional interests in the preferred stock underlying the depositary shares, in accordance with the terms of the offering. The following summary of the deposit agreement, the depositary shares and the depositary receipts is not complete. You should refer to the

forms of the deposit agreement and depositary receipts that may be filed as exhibits to the registration statement in the event we issue depositary shares.

#### ***Dividends and Other Distributions***

The depositary will distribute all cash dividends or other cash distributions received in respect of the preferred stock to the record holders of depositary shares relating to that preferred stock in proportion to the number of depositary shares owned by those holders.

If there is a distribution other than in cash, the depositary will distribute property received by it to the record holders of depositary shares that are entitled to receive the distribution, unless the depositary determines that it is not feasible to make the distribution. If this occurs, the depositary may, with our approval, sell the property and distribute the net proceeds from the sale to the applicable holders.

#### ***Redemption of Depositary Shares***

If a series of preferred stock underlying the depositary shares is subject to redemption, the depositary shares will be redeemed from the proceeds received by the depositary resulting from the redemption, in whole or in part, of that series of preferred stock held by the depositary. The redemption price per depositary share will be equal to the applicable fraction of the redemption price per share payable with respect to that series of the preferred stock. Whenever we redeem shares of preferred stock that are held by the depositary, the depositary will redeem, as of the same redemption date, the number of depositary shares representing the shares of preferred stock so redeemed. If fewer than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by lot or pro rata as determined by the depositary.

After the date fixed for redemption, the depositary shares called for redemption will no longer be outstanding, and all rights of the holders of those depositary shares will cease, except the right to receive any money, securities, or other property upon surrender to the depositary of the depositary receipts evidencing those depositary shares.

#### ***Voting the Preferred Stock***

Upon receipt of notice of any meeting at which the holders of preferred stock are entitled to vote, the depositary will mail the information contained in the notice of meeting to the record holders of the depositary shares underlying that preferred stock. Each record holder of those depositary shares on the record date (which will be the same date as the record date for the preferred stock) will be entitled to instruct the depositary as to the exercise of the voting rights pertaining to the amount of the preferred stock underlying that holder's depositary shares. The depositary will try, as far as practicable, to vote the number of shares of preferred stock underlying those depositary shares in accordance with such instructions, and we will agree to take all action which may be deemed necessary by the depositary in order to enable the depositary to do so. The depositary will not vote the shares of preferred stock to the extent it does not receive specific instructions from the holders of depositary shares underlying the preferred stock.

#### ***Amendment and Termination of the Depositary Agreement***

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may be amended at any time by agreement between us and the depositary. However, any amendment that materially and adversely alters the rights of the holders of depositary shares will not be effective unless the amendment has been approved by the holders of at least a majority of the depositary shares then outstanding. The deposit agreement may be terminated by us or by the depositary only if (i) all outstanding depositary shares have been redeemed or (ii) there has been a final distribution of the underlying preferred stock in connection with our liquidation, dissolution or winding up and the preferred stock has been distributed to the holders of depositary receipts.

### ***Resignation and Removal of Depositary***

The depositary may resign at any time by delivering a notice to us of its election to do so. We may remove the depositary at any time. Any such resignation or removal will take effect upon the appointment of a successor depositary and its acceptance of its appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal.

### ***Miscellaneous***

The depositary will forward to holders of depositary receipts all reports and communications from us that we deliver to the depositary and that we are required to furnish to the holders of the preferred stock.

Neither we nor the depositary will be liable if either of us is prevented or delayed by law or any circumstance beyond our control in performing our respective obligations under the deposit agreement. Our obligations and those of the depositary will be limited to the performance in good faith of our respective duties under the deposit agreement. Neither we nor the depositary will be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or preferred stock unless satisfactory indemnity is furnished. We and the depositary may rely upon written advice of counsel or accountants, or upon information provided by persons presenting preferred stock for deposit, holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

### **Certain Corporate Anti-Takeover Provisions**

Our Articles of Incorporation and Bylaws contain a number of provisions relating to corporate governance and to the rights of shareholders. Certain of these provisions may be deemed to have a potential “anti-takeover” effect by delaying, deferring or preventing a change of control of us. These provisions include:

- ***Preferred Stock.*** Our board of directors has the authority to issue one or more series of preferred stock with voting rights and other powers as the board of directors may determine, as described above.
- ***Classified Board.*** Our Articles of Incorporation provide for a classified board of directors. Our board of directors is classified into three classes, and each director elected to our board will serve a three year term and will stand for re-election once every three years.
- ***Removal of Directors, Vacancies.*** Our shareholders will be able to remove directors only for cause and only by the affirmative vote of the holders of a majority of the outstanding shares of our capital stock entitled to vote in the election of directors. Vacancies on our board of directors may be filled only by our board of directors.
- ***No Cumulative Voting.*** Our Articles of Incorporation provide that our shareholders do not have the right to cumulative votes in the election of directors. Under Pennsylvania law, cumulative voting rights are available to the holders of our common stock if our Articles of Incorporation had not negated cumulative voting.
- ***No Shareholder Action by Written Consent; Calling of Special Meetings of Shareholders.*** Our Articles of Incorporation do not permit shareholder action without a meeting by consent except for the unanimous consent of all holders of our common stock. Our Articles of Incorporation also provide that special meetings of our shareholders may be called only by the board of directors or the chairman of the board of directors.
- ***Advance Notice Requirements for Stockholder Proposals and Director Nominations.*** Our Bylaws provide that shareholders seeking to nominate candidates for election as directors or to bring business before an annual meeting of shareholders must provide timely notice of their proposal in writing to the corporate secretary.

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In addition, the Pennsylvania Business Corporation Law, or the BCL, provides that directors may, in discharging their duties, consider the effects of any action upon employees, suppliers, customers and the communities in which its offices are located. Directors are not required to consider the interests of shareholders to a greater degree than other constituencies' interests. The BCL expressly provides that directors do not violate their fiduciary duties solely by relying on "poison pills" or the anti-takeover provisions of the BCL. We do not currently have a "poison pill".

### **Pennsylvania Anti-Takeover Law Provisions**

The BCL provides, in its subchapters 25(E), 25(F), 25(G), 25(H), 25(I) and 25(J), certain anti-takeover protections with respect to corporations which do not elect out of them. Under our Articles of Incorporation, we elect out of these subchapters.

The BCL permits an amendment of the corporation's articles or other corporate action, if approved by shareholders generally, to provide mandatory special treatment for specified groups of nonconsenting shareholders of the same class by providing, for example, that shares of common stock held only by designated shareholders of record, and no other shares of common stock, shall be cashed out at a price determined by the corporation, subject to applicable dissenters' rights.

### **Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is Bank of New York Mellon Shareowner Services.

### **New York Stock Exchange Listing**

Our common stock is listed on the New York Stock Exchange under the symbol "KOP."

## **DESCRIPTION OF WARRANTS**

The following description, together with the additional information we include in any applicable prospectus supplement, summarizes the material terms and provisions of the warrants that we may offer under this prospectus, which consist of warrants to purchase common stock, preferred stock or debt securities in one or more series. Warrants may be offered independently or together with common stock, preferred stock or debt securities offered by any prospectus supplement, and may be attached to or separate from those securities. While the terms we have summarized below will generally apply to any future warrants we may offer under this prospectus, we will describe the particular terms of any warrants that we may offer in more detail in the applicable prospectus supplement. The terms of any warrants we offer under a prospectus supplement may differ from the terms we describe below.

We will issue the warrants under a warrant agreement which we will enter into with a warrant agent to be selected by us. We have filed forms of the warrant agreements for each type of warrant we may offer under this prospectus as exhibits to the registration statement of which this prospectus is a part. We use the term "warrant agreement" to refer to any of these warrant agreements. We use the term "warrant agent" to refer to the warrant agent under any of these warrant agreements. The warrant agent will act solely as an agent of ours in connection with the warrants and will not act as an agent for the holders or beneficial owners of the warrants.

The following summaries of material provisions of the warrants and the warrant agreements are subject to, and qualified in their entirety by reference to, all the provisions of the warrant agreement applicable to a particular series of warrants. We urge you to read the applicable prospectus supplements related to the warrants that we sell under this prospectus, as well as the complete warrant agreements that contain the terms of the warrants.

## General

We will describe in the applicable prospectus supplement the terms relating to a series of warrants. If warrants for the purchase of debt securities are offered, the prospectus supplement will describe the following terms, to the extent applicable:

- the offering price and the aggregate number of warrants offered;
- the currencies in which the warrants are being offered;
- the designation, aggregate principal amount, currencies, denominations and terms of the series of debt securities that can be purchased if a holder exercises a warrant;
- the designation and terms of any series of debt securities with which the warrants are being offered and the number of warrants offered with each such debt security;
- the date on and after which the holder of the warrants can transfer them separately from the related series of debt securities;
- the principal amount of the series of debt securities that can be purchased if a holder exercises a warrant and the price at which and currencies in which such principal amount may be purchased upon exercise;
- the terms of any rights to redeem or call the warrants;
- the date on which the right to exercise the warrants begins and the date on which such right expires;
- federal income tax consequences of holding or exercising the warrants; and
- any other specific terms, preferences, rights or limitations of, or restrictions on, the warrants.

Warrants for the purchase of debt securities will be in registered form only.

If warrants for the purchase of shares of common stock or preferred stock are offered, the prospectus supplement will describe the following terms, to the extent applicable:

- the offering price and the aggregate number of warrants offered;
- the total number of shares that can be purchased if a holder of the warrants exercises them including, if applicable, any provisions for changes to or adjustments in the exercise price or in the securities or other property receivable upon exercise;
- the designation and terms of any series of preferred stock with which the warrants are being offered;
- the date on and after which the holder of the warrants can transfer them separately from the related common stock or series of preferred stock;
- the terms of any rights to redeem or call, or accelerate the expiration of, the warrants;
- the date on which the right to exercise the warrants begins and the date on which that right expires;
- federal income tax consequences of holding or exercising the warrants; and
- any other specific terms, preferences, rights or limitations of, or restrictions on, the warrants.

Warrants for the purchase of shares of common stock or preferred stock will be in registered form only.

A holder of warrant certificates may exchange them for new certificates of different denominations, present them for registration of transfer and exercise them at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement. Until any warrants to purchase debt securities are exercised, the holder of the warrants will not have any of the rights of holders of the debt securities that can be purchased upon exercise, including any rights to receive payments of principal, premium or interest on the underlying debt securities or to enforce covenants in the applicable indenture. Until any warrants to purchase



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shares of common stock or preferred stock are exercised, holders of the warrants will not have any rights of holders of the underlying common stock or preferred stock, including any rights to receive dividends or to exercise any voting rights, except to the extent set forth under “Warrant Adjustments” below.

### **Exercise of Warrants**

Each holder of a warrant is entitled to purchase the principal amount of debt securities or number of shares of common stock or preferred stock, as the case may be, at the exercise price described in the applicable prospectus supplement. After the close of business on the day when the right to exercise terminates (or a later date if we extend the time for exercise), unexercised warrants will become void.

A holder of warrants may exercise them by following the general procedure outlined below:

- delivering to the warrant agent the payment required by the applicable prospectus supplement to purchase the underlying security;
- properly completing and signing the reverse side of the warrant certificate representing the warrants; and
- delivering the warrant certificate representing the warrants to the warrant agent.

If you comply with the procedures described above, your warrants will be considered to have been exercised when the warrant agent receives payment of the exercise price, subject to the transfer books for the securities issuable upon exercise of the warrant not being closed on such date. After you have completed those procedures and subject to the foregoing, we will, as soon as practicable, issue and deliver to you the debt securities, common stock or preferred stock that you purchased upon exercise. If you exercise fewer than all of the warrants represented by a warrant certificate, a new warrant certificate will be issued to you for the unexercised amount of warrants. Holders of warrants will be required to pay any tax or governmental charge that may be imposed in connection with transferring the underlying securities in connection with the exercise of the warrants.

### **Amendments and Supplements to the Warrant Agreements**

We may amend or supplement a warrant agreement without the consent of the holders of the applicable warrants to cure ambiguities in the warrant agreement, to cure or correct a defective provision in the warrant agreement, or to provide for other matters under the warrant agreement that we and the warrant agent deem necessary or desirable, so long as, in each case, such amendments or supplements do not harm the interests of the holders of the warrants.

### **Warrant Adjustments**

Unless the applicable prospectus supplement states otherwise, the exercise price of, and the number of securities covered by, a common stock warrant or preferred stock warrant will be adjusted proportionately if we subdivide or combine our common stock or preferred stock, as applicable. In addition, unless the prospectus supplement states otherwise, if we, without receiving payment therefor:

- issue capital stock or other securities convertible into or exchangeable for common stock or preferred stock, or any rights to subscribe for, purchase or otherwise acquire any of the foregoing, as a dividend or distribution to holders of our common stock or preferred stock;
- pay any cash to holders of our common stock or preferred stock other than a cash dividend paid out of our current or retained earnings or other than in accordance with the terms of the preferred stock;
- issue any evidence of our indebtedness or rights to subscribe for or purchase our indebtedness to holders of our common stock or preferred stock; or

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- issue common stock or preferred stock or additional stock or other securities or property to holders of our common stock or preferred stock by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement,

then the holders of common stock warrants or preferred stock warrants, as applicable, will be entitled to receive upon exercise of the warrants, in addition to the securities otherwise receivable upon exercise of the warrants and without paying any additional consideration, the amount of stock and other securities and property such holders would have been entitled to receive had they held the common stock or preferred stock, as applicable, issuable under the warrants on the dates on which holders of those securities received or became entitled to receive such additional stock and other securities and property.

Except as stated above, the exercise price and number of securities covered by a common stock warrant or preferred stock warrant, and the amounts of other securities or property to be received, if any, upon exercise of those warrants, will not be adjusted or provided for if we issue those securities or any securities convertible into or exchangeable for those securities, or securities carrying the right to purchase those securities or securities convertible into or exchangeable for those securities.

Holders of common stock warrants and preferred stock warrants may have additional rights under the following circumstances:

- certain reclassifications, capital reorganizations or changes of the common stock or preferred stock, as applicable;
- certain share exchanges, mergers, or similar transactions involving us and which result in changes of the common stock or preferred stock, as applicable; or
- certain sales or dispositions to another entity of all or substantially all of our property and assets.

If one of the above transactions occurs and holders of our common stock or preferred stock are entitled to receive stock, securities or other property with respect to or in exchange for their securities, the holders of the common stock warrants or preferred stock warrants then outstanding, as applicable, will be entitled to receive upon exercise of their warrants the kind and amount of shares of stock and other securities or property that they would have received upon the applicable transaction if they had exercised their warrants immediately before the transaction.

### **DESCRIPTION OF UNITS**

We may issue units comprised of one or more of the other securities described in this prospectus in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time or at any time before a specified date.

The applicable prospectus supplement may describe:

- the designation and terms of the units and of the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;
- any provisions for the issuance, payment, settlement, transfer or exchange of the units or of the securities comprising the units;
- the terms of the unit agreement governing the units;
- United States federal income tax considerations relevant to the units; and
- whether the units will be issued in fully registered or global form.

The preceding description and any description of units in the applicable prospectus supplement does not purport to be complete and is subject to and is qualified in its entirety by reference to the unit agreement and, if applicable, collateral arrangements and depository arrangements relating to such units.

## PLAN OF DISTRIBUTION

We may sell the securities covered by this prospectus to one or more underwriters for public offering and sale by them and may also sell the securities to investors directly or through agents. We will name any underwriter or agent involved in the offer and sale of securities in the applicable prospectus supplement. We have reserved the right to sell or exchange securities directly to investors on our own behalf in those jurisdictions where we are authorized to do so.

We may distribute the securities from time to time in one or more transactions:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

We may also, from time to time, authorize dealers, acting as our agents, to offer and sell securities upon the terms and conditions set forth in the applicable prospectus supplement. We or the purchasers of securities, for whom the underwriters may act as agents, may compensate underwriters in the form of underwriting discounts or commissions, in connection with the sale of securities. Underwriters may sell the securities to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agent. Unless otherwise indicated in a prospectus supplement, an agent will be acting on a best efforts basis and a dealer will purchase securities as a principal, and may then resell the securities at varying prices to be determined by the dealer.

We will describe in the applicable prospectus supplement any compensation we pay to underwriters or agents in connection with the offering of securities, and any discounts, concessions or commissions allowed by underwriters to participating dealers. The dealers and agents participating in the distribution of securities may be deemed to be underwriters, and any discounts and commissions received by them and any profit realized by them on resale of the securities may be deemed to be underwriting discounts and commissions. We may enter into agreements to indemnify underwriters, dealers and agents against certain civil liabilities, including liabilities under the Securities Act and to reimburse these persons for certain expenses. We may grant underwriters who participate in the distribution of securities we are offering under this prospectus an option to purchase additional shares to cover over-allotments, if any, in connection with the distribution.

To facilitate the offering of securities, certain persons participating in the offering may engage in transactions that stabilize, maintain, or otherwise affect the price of the securities. This may include over-allotments or short sales of the securities, which involve the sale by persons participating in the offering of more securities than we sold to them. In these circumstances, these persons would cover such over-allotments or short positions by making purchases in the open market or by exercising their over-allotment option, if any. In addition, these persons may stabilize or maintain the price of the securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to dealers participating in the offering may be reclaimed if securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of the securities at a level above that which might otherwise prevail in the open market. These transactions may be discontinued at any time.

We may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by us or borrowed from us or others to settle those sales or to close out any related open borrowings of

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stock, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be identified in the applicable prospectus supplement (or in a post-effective amendment to the registration statement relating to this prospectus). In addition, we may otherwise loan or pledge securities to a financial institution or other third party that in turn may sell the securities short using this prospectus. Such financial institution or other third party may transfer its economic short position to investors in our securities or in connection with a concurrent offering of other securities.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the shares may not simultaneously engage in market making activities with respect to our common stock for a period of two business days prior to the commencement of such distribution.

To the extent required pursuant to Rule 424(b) of the Securities Act, or other applicable rule, we will file a supplement to this prospectus to describe the terms of any offering by us. The prospectus supplement will disclose:

- the terms of the offer;
- the names of any underwriters, dealers or agents;
- the name or names of any managing underwriter or underwriters;
- the purchase price of the securities from us, if any
- the net proceeds to us from the sale of the securities;
- any delayed delivery arrangements;
- any underwriting discounts, commissions or other items constituting underwriters' compensation;
- any initial public offering price;
- any commissions paid to agents; and
- other facts material to the transaction.

We will bear substantially all of the costs, expenses and fees in connection with the registration of the common stock.

Certain underwriters, dealers or agents and their associates may engage in transactions with and perform services for us in the ordinary course of our business.

### **LEGAL MATTERS**

Reed Smith LLP has given its opinion to us as to certain legal matters relating to the validity of the securities to be offered by us in this prospectus.

### **EXPERTS**

The consolidated financial statements of Koppers Holdings, Inc. appearing in Koppers Holdings, Inc.'s Current Report (Form 8-K) dated September 4, 2009 for the year ended December 31, 2008 (including schedules appearing therein), and the effectiveness of Koppers Holdings Inc.'s internal control over financial reporting as of December 31, 2008, appearing in Koppers Holdings, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2008, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated by reference herein in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We are a reporting company and we file annual, quarterly and current reports, proxy statements and other information with the SEC. We have filed with the SEC a registration statement under the Securities Act with respect to the securities offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits which are part of the registration statement. For further information with respect to us and the securities offered by this prospectus, we refer you to the registration statement and the exhibits filed as part of the registration statement. You may read and copy any document we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. Our SEC filings are also available to the public from the SEC's website at [www.sec.gov](http://www.sec.gov). We maintain a website at [www.koppers.com](http://www.koppers.com).

## INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the following documents we filed with the SEC pursuant to Section 13 of the Exchange Act:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (portions of which are superseded by our Current Report on Form 8-K filed with the SEC on September 4, 2009);
- Quarterly Reports on Form 10-Q for the quarters ended June 30, 2009 and March 31, 2009 (portions of which are superseded by our Current Report on Form 8-K filed with the SEC on September 4, 2009);
- Current Reports on Form 8-K filed on January 22, 2009, February 18, 2009, May 8, 2009, August 6, 2009 and September 4, 2009;
- Definitive proxy statement on Schedule 14A filed on April 1, 2009;
- Description of our common stock contained in our registration statement on Form 8-A dated January 27, 2006; and
- All documents filed by us with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the last offering the securities under this prospectus.

Notwithstanding the foregoing paragraphs, no information is incorporated by reference in this prospectus or any prospectus supplement where such information under applicable Forms and regulations of the SEC is not deemed to be "filed" under Section 18 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, or otherwise subject to the liabilities of that section, unless we indicate in the report or filing containing such information that the information is to be considered "filed" under the Exchange Act or is to be incorporated by reference in this prospectus or any prospectus supplement.

You may access our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those documents filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act with the SEC free of charge at the SEC's website or our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The reference to our website does not constitute incorporation by reference of the information contained in our website. You should not consider information contained on, or that can be accessed through, our website to be part of this prospectus or the related registration statement.

You may request a copy of our SEC filings at no cost, by telephoning or writing us at the following:

Koppers Holdings Inc.  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
Telephone: (412) 227-2001  
Attention: Secretary

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution**

The following table sets forth the costs and expenses, payable by us in connection with the offering of securities being registered. All amounts are estimates except the registration fee.

	Amount to Be Paid
Registration fee (1)	\$ —
Legal fees and expenses	100,000.00
Accounting fees and expenses	125,000.00
Transfer agent fees	100,000.00
Printing and engraving expenses	100,000.00
Miscellaneous	5,000.00
<b>Total</b>	<b>\$ 430,000.00</b>

- (1) Pursuant to Rule 415(a)(6), \$200,000,000 of the securities registered hereunder are unsold securities previously registered on Registration Statement 333-136329, filed on August 4, 2006, for which a filing fee of \$21,400.00 was previously paid and will continue to be applied to such unsold securities. The amount of the registration fee in the “Calculation of Registration Fee” table relates to the additional \$125,000,000 of securities being registered hereunder. Pursuant to Rule 457(p), the registration fee of \$6,975 relating to the additional \$125,000,000 of securities being registered under this registration statement is offset by \$7,979.03 of registration fees previously paid relating to the unsold portion (3,977,500 shares of common stock) of a total registered amount of 7,600,000 shares of common stock (secondary offering) of the registrant that were previously registered pursuant to Registration Statement No. 333-136329, filed on August 4, 2006, the offering of which has been completed.

**Item 15. Indemnification of Directors and Officers**

1. *Pennsylvania Business Corporation Law*. Sections 1741 and 1742 of the Pennsylvania Business Corporation Law (the “BCL”) provide that a business corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful. In the case of an action by or in the right of the corporation, such indemnification is limited to expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the corporation unless, and only to the extent that, a court determines upon application that, despite the adjudication of liability but in view of all the circumstances, such person is fairly and reasonably entitled to indemnity for the expenses that the court deems proper.

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BCL Section 1744 provides that, unless ordered by a court, any indemnification referred to above shall be made by the corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the indemnitee has met the applicable standard of conduct. Such determination shall be made:

- (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding; or
- (2) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or
- (3) by the shareholders.

Notwithstanding the above, BCL Section 1743 provides that to the extent that a director, officer, employee or agent of a business corporation is successful on the merits or otherwise in defense of any proceeding referred to above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

BCL Section 1745 provides that expenses (including attorneys' fees) incurred by an officer, director, employee or agent of a business corporation in defending any proceeding may be paid by the corporation in advance of the final disposition of the proceeding upon receipt of an undertaking to repay the amount advanced if it is ultimately determined that the indemnitee is not entitled to be indemnified by the corporation.

BCL Section 1746 provides that the indemnification and advancement of expenses provided by, or granted pursuant to, the foregoing provisions is not exclusive of any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or directors or otherwise, and that indemnification may be granted under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise for any action taken or any failure to take any action whether or not the corporation would have the power to indemnify the person under any other provision of law and whether or not the indemnified liability arises or arose from any action by or in the right of the corporation, provided, however, that no indemnification may be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

BCL Section 1747 permits a Pennsylvania business corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other enterprise, against any liability asserted against such person and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions described above.

2. *Articles of Incorporation Provision on Liability of Directors.* The registrant's articles of incorporation provide that the liability of directors for monetary damages shall be eliminated to the fullest extent permissible under Pennsylvania law.

3. *Indemnification Bylaw.* Article VII of the registrant's Bylaws provides that the directors and officers of the registrant and certain other persons designated by the Board of Directors of the registrant shall be indemnified as of right in connection with any actual or threatened action, suit or proceeding, civil, criminal, administrative, investigative or other (whether brought by or in the right of the registrant or otherwise) arising out of their service to the registrant or to another enterprise at the request of the registrant, with certain limitations and exceptions.

Article VII of the registrant's Bylaws also provides that the registrant may purchase and maintain insurance to protect itself and any director, officer, agent or employee entitled to indemnification under Article VII against any liability asserted against such person and incurred by such person in respect of the service of such person to the registrant.

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As permitted by BCL Section 1713, the registrant's Articles and Bylaws provide that no director shall be personally liable for monetary damages for any action taken, or failure to take any action, unless such director's breach of duty or failure to perform constituted self-dealing, willful misconduct or recklessness or the director has breached or failed to perform the duties of his office under Title 15, Chapter 17, Subchapter E. The BCL states that this exculpation from liability does not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for the payment of taxes pursuant to federal, state or local law. It may also not apply to liabilities imposed upon directors by the Federal securities laws. BCL Section 1715(d) creates a presumption, subject to exceptions, that a director acted in the best interests of the corporation. BCL Section 1712, in defining the standard of care a director owes to the corporation, provides that a director stands in a fiduciary relation to the corporation and must perform his duties as a director or as a member of any committee of the Board in good faith, in a manner he reasonably believes to be in the best interests of the corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

4. *Director and Officer Liability Insurance.* The registrant maintains directors' and officers' liability insurance covering its directors and officers with respect to liability which they may incur in connection with their serving as such, which liability could include liability under the Securities Act of 1933. Under the insurance, the registrant is entitled to reimbursement for amounts as to which the directors and officers are indemnified under the Bylaw indemnification provision. The insurance may also provide certain additional coverage for the directors and officers against certain liability even though such liability is not subject to foregoing Bylaw indemnification provision.



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### Item 16. Exhibits

The following exhibits are filed herewith or incorporated by reference herein as part of this Registration Statement:

<u>Number</u>	<u>Description</u>
1.1	Form of Underwriting Agreement.
3.1	Amended and Restated Articles of Incorporation of Koppers Holdings Inc.
3.2	Bylaws of Koppers Holdings Inc.
3.3	Restated and Amended Articles of Incorporation of Koppers Inc.
3.4	Restated and Amended Bylaws of Koppers Inc.
3.5	Certificate of Incorporation of World-Wide Ventures Corporation
3.6	Bylaws of World-Wide Ventures Corporation
3.7	Certificate of Incorporation of Koppers Concrete Products, Inc.
3.8	Bylaws of Koppers Concrete Products, Inc.
3.9	Certificate of Incorporation of Concrete Partners, Inc.
3.10	Bylaws of Concrete Partners, Inc.
3.11	Certificate of Incorporation of Koppers Delaware, Inc.
3.12	Bylaws of Koppers Delaware, Inc.
3.13	Certificate of Incorporation of Koppers Redemption, Inc.
3.14	Bylaws of Koppers Redemption, Inc.
3.15	Constitution of Koppers Australia Holding Company Pty Ltd
3.16	Constitution of Koppers Australia Pty Ltd
3.17	Memorandum and Articles of Association of Koppers Carbon Materials & Chemicals Pty Ltd
3.18	Memorandum and Articles of Association of Koppers Wood Products Pty
3.19	Articles of Association of Continental Carbon Australia Pty Ltd
3.20	Articles of Association for Koppers Denmark A/S.
3.21	Articles of Association for Koppers Europe ApS.
3.22	Articles of Association for Koppers Tar Tech International A/S.
3.23	Articles of Association for Koppers European Holdings A/S.
3.24	Certificate of Formation of Koppers Asia LLC.
3.25	Operating Agreement of Koppers Asia LLC.
3.26	Articles of Association of Koppers Luxembourg S.a.r.l.
3.27	Articles of Association of Koppers Poland SP zo.o.
3.28	Articles of Association of Koppers Lambson Limited.
3.29	Articles of Association of Koppers UK Holding Limited.
3.30	Articles of Association of Koppers UK Limited.

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<u>Number</u>	<u>Description</u>
3.31	Articles of Association of Koppers UK Transport Limited.
4.1	Sample Common Stock Certificate.
4.2	Form of Debt Securities Warrant Certificate (included in Exhibit 4.9).
4.3	Form of Common Stock Warrant Certificate (included in Exhibit 4.10).
4.4	Form of Preferred Stock Warrant Certificate (included in Exhibit 4.11).
4.5	Form of Preferred Stock Certificate.
4.6	Form of Senior Debt Security.
4.7	Form of Subordinated Debt Security.
4.8	Form of Statement of Preferred Stock.
4.9	Form of Debt Securities Warrant Agreement.
4.10	Form of Common Stock Warrant Agreement.
4.11	Form of Preferred Stock Warrant Agreement.
4.12	Form of Senior Indenture.
4.13	Form of Subordinated Indenture.
4.14	Form of Deposit Agreement.
4.15	Form of Depositary Receipt.
4.16	Form of Unit Agreement, including Form of Unit Certificate.
5.1	Opinion of Reed Smith LLP.
12.1	Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Reed Smith LLP (contained within Exhibit 5.1).
23.2	Consent of Ernst & Young, independent registered public accounting firm.
24.1	Powers of Attorney.
24.2	Powers of Attorney.
24.3	Powers of Attorney.
24.4	Powers of Attorney.
24.5	Powers of Attorney.
24.6	Powers of Attorney.
24.7	Powers of Attorney.
24.8	Powers of Attorney.
24.9	Powers of Attorney.
24.10	Powers of Attorney.
24.11	Powers of Attorney.
24.12	Powers of Attorney.
24.13	Powers of Attorney.
24.14	Powers of Attorney.
25.1	Statement of Eligibility under the Trust Indenture Act of 1939 for the Senior Indenture.
25.2	Statement of Eligibility under the Trust Indenture Act of 1939 for the Subordinated Indenture.

**Item 17. Undertakings**

The undersigned Registrant hereby undertakes:

(A)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933, as amended (the “Securities Act”);

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the “Commission”) pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that subparagraphs (A)(1)(i) and (A)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(A)(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(A)(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(A)(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(a) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(b) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(A)(5) That, for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant hereby undertakes that in a

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primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(A)(6) That, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(A)(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to provisions described in Item 15 above or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(A)(8) The undersigned registrant hereby undertakes that for purposes of determining any liability under the Securities Act:

(i) the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus supplement by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective, and;

(ii) each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(A)(9) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act of 1939 (the "Act") in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on the 4th day of September, 2009.

**KOPPERS HOLDINGS INC.**

**By:**                                 /s/  BRIAN H. MCCURRIE                                  
**Brian H. McCurrie**  
**Vice President and Chief Financial Officer**

**Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.**

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>Walter W. Turner</b></p>	President and Chief Executive Officer and Director (Principal Executive Officer)	September 4, 2009
<hr/> <p style="text-align:center">/s/  BRIAN H. MCCURRIE</p> <hr/> <p style="text-align:center"><b>Brian H. McCurrie</b></p>	Vice President and Chief Financial Officer (Principal Financial and Principal Accounting Officer)	September 4, 2009
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>David M. Hillenbrand</b></p>	Director	September 4, 2009
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>Cynthia A. Baldwin</b></p>	Director	September 4, 2009
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>Feng Xudong</b></p>	Director	September 4, 2009
<hr/> <p style="text-align:center"><b>Albert J. Neupaver</b></p>	Director	
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>James C. Stalder</b></p>	Director	September 4, 2009
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>Stephen R. Tritsch</b></p>	Director	September 4, 2009
<hr/> <p style="text-align:center">*</p> <hr/> <p style="text-align:center"><b>T. Michael Young</b></p>	Director	September 4, 2009

\* By                                 /s/  STEVEN R. LACY                                  
Name: **Steven R. Lacy**  
Title: **Attorney-in-fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on the 4th day of September, 2009.

**KOPPERS INC.**

**By:**                   /s/ BRIAN H. MCCURRIE  
**Brian H. McCurrie**  
Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
* <u>                  Walter W. Turner</u>	President and Chief Executive Officer and Director (Principal Executive Officer)	September 4, 2009
/s/ BRIAN H. MCCURRIE <u>                  Brian H. McCurrie</u>	Vice President and Chief Financial Officer (Principal Financial and Principal Accounting Officer)	September 4, 2009
* <u>                  David M. Hillenbrand</u>	Director	September 4, 2009
* <u>                  Cynthia A. Baldwin</u>	Director	September 4, 2009
<u>                  Albert J. Neupaver</u>	Director	
* <u>                  Feng Xudong</u>	Director	September 4, 2009
* <u>                  James C. Stalder</u>	Director	September 4, 2009
* <u>                  Stephen R. Tritch</u>	Director	September 4, 2009
* <u>                  T. Michael Young</u>	Director	September 4, 2009

\* By                   /s/ STEVEN R. LACY  
Name: **Steven R. Lacy**  
Title: **Attorney-in-fact**



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmington, State of Delaware, on the 4th day of September, 2009.

**WORLD-WIDE VENTURES CORPORATION**

By:           /s/ LOUANN E. TRONBERG-DEIHLE  
   **Louann E. Tronsberg-Deihle**  
   **Vice President**

**Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.**

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
* _____ <b>Walter W. Turner</b>	President and Director (Principal Executive Officer)	September 4, 2009
/s/ LOUANN E. TRONBERG-DEIHLE _____ <b>Louann E. Tronsberg-Deihle</b>	Vice President (Principal Financial and Principal Accounting Officer)	September 4, 2009
/s/ JOHN S. SMITH _____ <b>John S. Smith</b>	Director	September 4, 2009
/s/ STEVEN R. LACY _____ <b>Steven R. Lacy</b>	Director	September 4, 2009

\* By           /s/ STEVEN R. LACY  
 Name: **Steven R. Lacy**  
 Title: **Attorney-in-fact**























**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nyborg, Denmark, on the 4th day of September, 2009.

**KOPPERS DENMARK A/S**

By:                     /s/ KENT BO SVENDSEN  
**Kent Bo Svendsen**  
**Managing Director**

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
/s/ KENT BO SVENDSEN Kent Bo Svendsen	Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer	September 4, 2009
* Walter W. Turner	Director	September 4, 2009
/s/ JAMES T. DIETZ James T. Dietz	Director	September 4, 2009
/s/ SVEN KAAS HANSEN Sven Kaas Hansen	Director	September 4, 2009
Benny Hansen	Director	
/s/ MARIANNE HAUSBERGER NIELSEN Marianne Hausberger Nielsen	Director	September 4, 2009
/s/ STEVEN R. LACY Steven R. Lacy	Director and Agent of Service (authorized U.S. representative)	September 4, 2009

\* By                     /s/ STEVEN R. LACY  
Name: **Steven R. Lacy**  
Title: **Attorney-in-fact**

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nyborg, Denmark, on the 4th day of September, 2009.

**KOPPERS EUROPE ApS**

By:                                    /S/ SVEN KAAS HANSEN  
Sven Kaas Hansen  
Managing Director

**Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.**

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>                                  </u> /S/ SVEN KAAS HANSEN Sven Kaas Hansen	Director (Principal Executive Officer)	September 4, 2009
<u>                                  </u> /S/ KENT BO SVENDSEN Kent Bo Svendsen	Principal Financial and Principal Accounting Officer	September 4, 2009
<u>                                  </u> /S/ JAMES T. DIETZ James T. Dietz	Director	September 4, 2009
<u>                                  </u> * Walter W. Turner	Director	September 4, 2009
<u>                                  </u> /S/ STEVEN R. LACY Steven R. Lacy	Agent of Service (authorized U.S. representative)	September 4, 2009

\* By                                    /S/ STEVEN R. LACY  
Name: Steven R. Lacy  
Title: Attorney-in-fact

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nyborg, Denmark, on the 4th day of September, 2009.

**KOPPERS EUROPEAN HOLDINGS A/S**

By:           /s/ SVEN KAAS HANSEN  
**Sven Kaas Hansen**  
Managing Director

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>          /s/ SVEN KAAS HANSEN</u> Sven Kaas Hansen	Director (Principal Executive Officer)	September 4, 2009
<u>          /s/ KENT BO SVENDSEN</u> Kent Bo Svendsen	Principal Financial and Principal Accounting Officer	September 4, 2009
<u>  *</u> Walter W. Turner	Director	September 4, 2009
<u>          /s/ JAMES T. DIETZ</u> James T. Dietz	Director	September 4, 2009
<u>          /s/ STEVEN R. LACY</u> Steven R. Lacy	Director and Agent of Service (authorized U.S. representative)	September 4, 2009

\* By           /s/ STEVEN R. LACY  
Name: Steven R. Lacy  
Title: Attorney-in-fact



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Luxembourg, Grand Duchy of Luxembourg, on the 4th day of September, 2009.

**KOPPERS LUXEMBOURG S.a.r.l.**

By:                     /s/ BRADLEY PEARCE  
                                Bradley Pearce  
                                Manager

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ LOUANN E. TRONSBURG-DEIHLE</u> Louann E. Tronsburg-Deihle	Director (Principal Executive Officer)	September 4, 2009
<u>/s/ BRADLEY PEARCE</u> Bradley Pearce	Director (Principal Financial and Principal Accounting Officer)	September 4, 2009
<u>                                Jack Mudde</u>	Director	
<u>                                Wim Rits</u>	Director	
<u>/s/ ROBERT VAN'T HOEFT</u> Robert Van't Hoeft	Director	September 4, 2009
<u>/s/ STEVEN R. LACY</u> Steven R. Lacy	Agent of Service (authorized U.S. representative)	September 4, 2009



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scunthorpe, North Lincolnshire, England, on the 4th day of September, 2009.

**KOPPERS LAMBSON LIMITED**

By: \_\_\_\_\_ /s/ MARTIN G. WILLIAMS  
Martin G. Williams  
Secretary

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
_____ /s/ JAMES T. DIETZ James T. Dietz	Director (Principal Executive Officer)	September 4, 2009
_____ /s/ MARTIN G. WILLIAMS Martin G. Williams	Director (Principal Financial and Principal Accounting Officer)	September 4, 2009
_____ * Walter W. Turner	Director	September 4, 2009
_____ /s/ BRIAN H. MCCURRIE Brian H. McCurrie	Director	September 4, 2009
_____ /s/ STEVEN R. LACY Steven R. Lacy	Director and Agent of Service (authorized U.S. representative)	September 4, 2009

\* By \_\_\_\_\_ /s/ STEVEN R. LACY  
Name: Steven R. Lacy  
Title: Attorney-in-fact



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Pre-Effective Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scunthorpe, North Lincolnshire, England, on the 4th day of September, 2009.

**KOPPERS UK HOLDING LIMITED**

**By:** \_\_\_\_\_ /s/ **MARTIN G. WILLIAMS**  
**Martin G. Williams**  
**Secretary**

**Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.**

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
_____ /s/ JAMES T. DIETZ James T. Dietz	Director (Principal Executive Officer)	September 4, 2009
_____ /s/ MARTIN G. WILLIAMS Martin G. Williams	Director (Principal Financial and Principal Accounting Officer)	September 4, 2009
_____ * Walter W. Turner	Director	September 4, 2009
_____ /s/ STEVEN R. LACY Steven R. Lacy	Director and Agent of Service (authorized U.S. representative)	September 4, 2009

\* By \_\_\_\_\_ /s/ STEVEN R. LACY  
 Name: **Steven R. Lacy**  
 Title: **Attorney-in-fact**





**Exhibit Index**

<b>Exhibit No.</b>	<b>Description</b>	<b>Method of Filing</b>
1.1	Form of Underwriting Agreement.	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
3.1	Amended and Restated Articles of Incorporation of Koppers Holdings Inc.	Incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed February 7, 2006
3.2	Amended and Restated Bylaws of Koppers Holdings Inc.	Incorporated by reference to Exhibit 3.2 to the registrant's Quarterly Report on Form 10-Q filed August 9, 2007
3.3	Restated and Amended Articles of Incorporation of Koppers Inc.	Incorporated by reference to Exhibit 4.1 to Koppers Inc.'s Registration Statement on Form S-8 filed December 22, 1997
3.4	Restated and Amended Bylaws of Koppers Inc.	Incorporated by reference to Exhibit 4.2 to Koppers Inc.'s Registration Statement on Form S-8 filed December 22, 1997
3.5	Certificate of Incorporation of World-Wide Ventures Corporation	Previously filed with the Registration Statement on July 1, 2009
3.6	Bylaws of World-Wide Ventures Corporation	Previously filed with the Registration Statement on July 1, 2009
3.7	Certificate of Incorporation of Koppers Concrete Products, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.8	Bylaws of Koppers Concrete Products, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.9	Certificate of Incorporation of Concrete Partners, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.10	Bylaws of Concrete Partners, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.11	Certificate of Incorporation of Koppers Delaware, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.12	Bylaws of Koppers Delaware, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.13	Certificate of Incorporation of Koppers Redemption, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.14	Bylaws of Koppers Redemption, Inc.	Previously filed with the Registration Statement on July 1, 2009
3.15	Constitution of Koppers Australia Holding Company Pty Ltd	Previously filed with the Registration Statement on July 1, 2009
3.16	Constitution of Koppers Australia Pty Ltd	Previously filed with the Registration Statement on July 1, 2009

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
3.17	Memorandum and Articles of Association of Koppers Carbon Materials & Chemicals Pty Ltd	Previously filed with the Registration Statement on July 1, 2009
3.18	Memorandum and Articles of Association of Koppers Wood Products Pty	Previously filed with the Registration Statement on July 1, 2009
3.19	Articles of Association of Continental Carbon Australia Pty Ltd	Previously filed with the Registration Statement on July 1, 2009
3.20	Articles of Association for Koppers Denmark A/S.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.21	Articles of Association for Koppers Europe ApS.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.22	Articles of Association for Koppers Tar Tech International A/S.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.23	Articles of Association for Koppers European Holdings A/S.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.24	Certificate of Formation of Koppers Asia LLC.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.25	Operating Agreement of Koppers Asia LLC.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.26	Articles of Association of Koppers Luxembourg S.a.r.l.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
3.27	Articles of Association of Koppers Poland SP zo.o.	Filed herewith
3.28	Articles of Association of Koppers Lambson Limited.	Filed herewith
3.29	Articles of Association of Koppers UK Holding Limited.	Filed herewith
3.30	Articles of Association of Koppers UK Limited.	Filed herewith
3.31	Articles of Association of Koppers UK Transport Limited.	Filed herewith
4.1	Sample Common Stock Certificate.	Incorporated by reference to Exhibit 4.1 to the registrant's registration statement on Form S-1 (No. 333-128250)
4.2	Form of Debt Securities Warrant Certificate (included in Exhibit 4.9).	Previously filed with the Registration Statement on July 1, 2009

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
4.3	Form of Common Stock Warrant Certificate (included in Exhibit 4.10).	Previously filed with the Registration Statement on July 1, 2009
4.4	Form of Preferred Stock Warrant Certificate (included in Exhibit 4.11).	Previously filed with the Registration Statement on July 1, 2009
4.5	Form of Preferred Stock Certificate.	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
4.6	Form of Senior Debt Security.	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
4.7	Form of Subordinated Debt Security.	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
4.8	Form of Statement of Preferred Stock.	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
4.9	Form of Debt Securities Warrant Agreement.	Previously filed with the Registration Statement on July 1, 2009
4.10	Form of Common Stock Warrant Agreement.	Previously filed with the Registration Statement on July 1, 2009
4.11	Form of Preferred Stock Warrant Agreement.	Previously filed with the Registration Statement on July 1, 2009
4.12	Form of Senior Indenture.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
4.13	Form of Subordinated Indenture.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
4.14	Form of Deposit Agreement	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
4.15	Form of Depositary Receipt	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
4.16	Form of Unit Agreement, including form of Unit Certificate	To be filed by an amendment or as an exhibit to a document filed under the Securities Exchange Act and incorporated by reference herein
5.1	Opinion of Reed Smith LLP.	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
12.1	Computation of Ratio of Earnings to Fixed Charges.	Filed herewith

## Table of Contents

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
23.1	Consent of Reed Smith LLP (contained within Exhibit 5.1).	Previously filed with Pre-Effective Amendment No. 1 to the Registration Statement on August 13, 2009
23.2	Consent of Ernst & Young, independent registered public accounting firm.	Filed herewith
24.1	Powers of Attorney.	Previously filed with the Registration Statement on July 1, 2009
24.2	Powers of Attorney.	Filed herewith
24.3	Powers of Attorney.	Filed herewith
24.4	Powers of Attorney.	Filed herewith
24.5	Powers of Attorney.	Filed herewith
24.6	Powers of Attorney.	Filed herewith
24.7	Powers of Attorney.	Filed herewith
24.8	Powers of Attorney.	Filed herewith
24.9	Powers of Attorney.	Filed herewith
24.10	Powers of Attorney.	Filed herewith
24.11	Powers of Attorney.	Filed herewith
24.12	Powers of Attorney.	Filed herewith
24.13	Powers of Attorney.	Filed herewith
24.14	Powers of Attorney.	Filed herewith
25.1	Statement of Eligibility under the Trust Indenture Act of 1939 for the Senior Indenture.	Previously filed with the Registration Statement on July 1, 2009
25.2	Statement of Eligibility under the Trust Indenture Act of 1939 for the Subordinated Indenture.	Previously filed with the Registration Statement on July 1, 2009

**Deed of Formation  
of the Limited Liability Company**

§1.

The appeared acting on behalf of "TARCONORD INTERNATIONAL A/S" declares that he is forming a Limited Liability Company.

§2.

1. The Company business name is: **"KOPPERS POLAND" Spółka z Ograniczoną Odpowiedzialnością [Limited Liability Company]**. The Company may use a short name **"KOPPERS POLAND" Sp. z o.o. [Ltd.]**.
2. The Company seat shall be: Szczecin.
3. The Company's lifetime shall be unlimited.

§3.

1. The Company shall operate on territory of the Republic of Poland and abroad.
2. The Company shall be allowed to join the other companies, partnerships or business organizations at home and abroad, as well as set up the subsidiaries or/and branches also out of its seat.

§4.

1. Object of Company's business shall be:
  - a) Transshipment, warehousing and storage of goods (PKD 63.1),
  - b) The other transport supporting activities (PKD 63.2),
  - c) Sea and coastal water transport (PKD 61.1),
  - d) Other road transport (PKD 60.2),
  - e) Wholesale realized on order (PKD 51.1),
  - f) Wholesale of semi-finished products and wastes of non-agricultural origin and scrap metal (PKD 51.5),
  - g) Other wholesale (PKD 51.7)
  - h) Retail sale out of retail chain (PKD 52.6)
2. The Company may undertake any acts as necessary or beneficial for fulfillment of the Company's business object, as far as they comply with the regulations of Polish laws.



3. If by virtue of the regulations of law running of the Company's business requires a license or permit, the Company shall be allowed to undertake such business provided that the respective license or permit is received.

§5.

1. The Company's initial capital amounts to: 1,700,000. - (one million seven hundred thousand) Zlotys and it is divided into 3,400 (three thousand and four hundred) shares of 500. - - PLN (five hundred) Zlotys each share.
2. Each shareholder may have more than one share.
3. The shares are equal and indivisible.
4. The shares may be covered by cash or non-cash contributions (contributions in kind).
5. Share capital may be increased by increase of a share nominal value or by increase of the shares number. Declaration on subscribing of a new share or shares requires a form of the notary's deed.
6. Increase of a share nominal value or increase of the shares number belongs to exclusive competence of the Shareholders' Meeting. If a resolution to increase a number of shares is adopted, each of the shareholders will have a right to subscribe the shares in proportion to a number of shares held already.
7. The share may be redeemed with the Shareholder's consent by way of a share acquisition by the Company (voluntary redemption).

§6.

All the 3,400 (three thousand and four hundred) shares in the share capital of a nominal value 1,700,000. - (one million and seven hundred thousand) Zlotys are subscribed covered fully by cash by European Holdings A/S.

§7.

1. The shares are transferable.
2. Transfer of a share requires permit of the Shareholders' Meeting and keeping a written form with the signatures authenticated by a notary.
3. The shareholders have a right to transfer the shares however the shareholder that has the highest number of shares has the pre-emptive right to buy the shares assigned for sale. Should the shareholder that has the highest number of shares not exercise the pre-emptive right he

has, the pre-emptive right shall be vested in the remaining shareholders under the following rules:

- a) the pre-emptive right shall serve in the first order the shareholder who has the highest number of shares,
- b) if two or more shareholders have the same number of shares, the pre-emptive right shall serve the one of them, who acquired the shares in the Company earlier than the others.

4. The shares shall be inherited under the principles of the inheritance law.

§8.

1. Each shareholder shall be obliged to make additional capital payments in amount of up to 500 (five hundred) Zlotys in proportion to a share.
2. The additional capital payments shall be imposed on and made by the shareholders evenly in proportion to the shares held.
3. The additional capital payments shall be made within the due time and in a way as specified in a resolution of the Shareholders' Meeting.
4. The additional capital payments shall be paid back, if they are not needed to cover loss shown in the financial statement.
5. Any decision concerning the additional capital payments or/and repayment of them require a resolution of the Shareholders' Meeting.

§ 9.

1. Shareholder has a right to participate in profit resulting from the annual financial statement and allocated for distribution by a resolution of the Shareholders' Meeting.
2. The Shareholders' Meeting shall adopt a resolution on profit disposition. In particular, the Shareholder's Meeting may pass a resolution on allocation of a whole profit or a part thereof for distribution or on excluding a whole profit or a part thereof from distribution.
3. If a resolution to distribute a clear profit among the Shareholders is passed, the Shareholders shall participate in distribution thereof in proportion to the shares.
4. The Management Board shall be authorized to pay to the Shareholders an advance on account of dividend expected for a particular financial year under the rules as set in the Code of Commercial Companies.

§ 10.

The year of account shall be a calendar year.

§ 11.

The Company's bodies shall be: the Management Board and the Shareholder's Meeting.

§ 12.

1. The Company's Management Board shall be composed of one person or more persons.
2. The Shareholders' Meeting shall determine by a resolution a number of the Management Board members as well as personal composition thereof, a period of appointment and internal distribution of functions.
3. The Management Boards' term of office shall be one year.
4. The first Management Board shall be composed of one person.
5. To the first Management Board for a post of the President of Management Board Mr. POUL JORGENSEN is appointed.
6. President, a member of the Management Board, or a whole Management Board of the Company may be recalled any time however, this shall not disparege their claims under a contract of employment.

§ 13.

1. The Company's Management Board under a chairmanship of the President shall manage the Company and represent it outside.
2. Any matters related to management of the Company that are not reserved by the Act of Law or by this Deed for competence of the Shareholders' Meeting, shall be included in a scope of competence of the Management Board.
3. The regulations of Management Board shall set in detail a course of procedure of the Management Board.
4. The regulations shall be adopted by the Management Board and approved by the Shareholders' Meeting.

§ 14

1. To make declarations of will and to sign the commitments in property on behalf of the Company the President is authorized if the Management Board consists of one person, and if the Management Board consists of more than one person the joint acting of two members of the Management Board or of one member of the Management Board together with a proxy shall be required.

2. The Management Board may appoint a proxy. Before the power of proxy is granted, a person of a proxy has to obtain the approving opinion of the Shareholders' Meeting.

§15.

Contract of employment with the members of the Company's Management Board shall be concluded on behalf of the Company by an attorney appointed by a resolution of the Shareholders' Meeting. The other acts related to employment of the Management Board's member shall be performed in the same course.

§ 16.

1. The Shareholders' Meeting is the highest authority and a constituting body of the Company.
2. Among the competence of the Shareholders' Meeting there are all the Company's matters not reserved for the Management Board powers, and in particular:
  - a) consideration and approval of the Management Board's report on the Company's activities, the financial statement for the last account year and granting a vote of acceptance for fulfillment of their duties to the members of the Company's bodies,
  - b) adoption of the resolutions on profit distribution or on a way of loss coverage,
  - c) making amendments to the Company's deed of formation,
  - d) adoption of the resolutions concerning the additional capital payments,
  - e) setting a number of the members of Management Board as well as appointment and recalling of the Management Board members,
  - f) setting the remuneration rules of the Management Board members,
  - g) setting the programs of the Company's business activity,
  - h) granting consent to acquisition or transfer of a real estate or a share therein by the Company, as well as to establishment of a mortgage on the Company's real estate,
  - i) granting consent to establishment of a pledge on the Company's things or rights,
  - j) granting consent to drawing or granting of loans, except of drawing loans from the Company's shareholders or granting loans to the Company's shareholders,
  - k) giving consent to granting a guarantee or surety by the Company,
  - l) granting consent to joining by the Company the other companies, partnerships or business organizations,
  - m) dissolution and winding-up of the Company.
3. Additionally to the matters listed in Section 2, the resolutions of the Shareholders' Meeting shall be required for the matters specified in the Code of Commercial Companies.

§ 17.

1. The Shareholders' Meeting shall be held at the Company's seat at a place as set by the Management Board.
2. The Ordinary Shareholders' Meeting shall be called up by the Management Board at least once a year.
3. The Extraordinary Shareholders' Meeting shall be called up as need arises by the Management Board on its own initiative or on a written request of at least 1/10 of the share capital.

§ 18.

1. The Shareholders' Meetings shall be held at the Company's seat at a place as set by the Management Board.
2. Decisions of the Shareholders' Meeting shall be passed in form of the resolutions by absolute majority of votes unless the Code of Commercial Companies sets more strict requirements.
3. The Shareholders' Meeting shall be valid irrespective of a number of shares represented in it, unless the regulations of the Code of Commercial Companies provides for otherwise.
4. The Shareholders may participate in the Shareholders' Meeting and exercise a voting right through attorneys. Power of attorney should be granted in writing, otherwise null and void, and attached to the minutes' book. Member of the Management Board or the Company's employee must not be the attorney at the Shareholders' Meeting.

§ 19.

The Company may establish the funds and capitals by way of a resolution of the Shareholders' Meeting.

§ 20.

To any matters not regulated by this Deed the regulations of the Code of Commercial Companies shall apply.



No 5397648

**COMPANIES ACTS 1985 TO 1989  
PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM  
and  
ARTICLES OF ASSOCIATION  
of  
PIMCO 2275 LIMITED**

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Incorporated on 17 March 2005

**COMPANIES ACTS 1985 TO 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**PIMCO 2275 LIMITED**

1. The name of the Company is "PIMCO 2275 LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:-
  - 3.1 to carry on business as a general commercial company;
  - 3.2 to carry on all or any of the trades or business of manufacturers, repairers, buyers, sellers of products of all types to supply services of all kinds to acquire, hold, deal in investments of any kind and to carry on any activity normally undertaken by a company in these or similar lines of business
  - 3.3 to do all such things as shall seem to be in the best interests of the Company, its members, its customers or its potential customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property;
  - 3.4 to build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing;
  - 3.5 to enter into contracts, agreements and arrangements with any other person for the carrying out by such person on behalf of the Company of any of the objects for which the Company is formed;
  - 3.6 to acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which may in the opinion of the directors be capable of being conveniently carried on with or calculated directly or indirectly to enhance the value of or render profitable, any of the Company's property or rights, or any property suitable for the purposes of the Company;
  - 3.7 to enter into any arrangements with any government or authority national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
  - 3.8 to apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any intellectual property rights including, without limitation, patents, patent rights, brevets d'invention, licences, secret processes, trade marks, service marks, copyrights, registered designs, protections, concessions and the like, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving

or seeking to improve any such intellectual property rights which the Company may acquire or propose to acquire;

- 3.9 to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person, or with any employees of the Company; to lend money to, guarantee the contracts of, or otherwise assist any such person, and to take or otherwise acquire an interest in securities of any such person (being a company); to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same;
- 3.10 to lend money to, to subsidise and assist any person and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for and render services to any person, and to undertake and perform sub-contracts;
- 3.11 to enter into any guarantee, contract of indemnity or suretyship and in particular but without limitation, to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any securities or in any other manner) by any person including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company or a subsidiary undertaking of the Company or of the Company's holding company (as so defined) or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person. For the purposes of this paragraph 3.11, "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by the advance of money, the purchase of or the subscription for securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for, any indebtedness of any other person;
- 3.12 to promote, finance or assist any person for the purpose of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may be in the opinion of the directors directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the securities of the Company;
- 3.13 to pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of or raising money for the Company, and the issue of its capital including those incurred in connection with advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of securities;
- 3.14 to remunerate any person rendering service to the Company whether by cash payment or by the allotment to him or them of securities of the Company credited as paid up in full or in part or otherwise;
- 3.15 generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges over or in respect of it;
- 3.16 to receive money on deposit on such terms as the directors may approve;



- 3.17 to invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors;
- 3.18 to lend money or give credit with or without security;
- 3.19 to borrow or raise or secure the payment of money in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities;
- 3.20 to enter into swaps and derivatives and any other interest rate or foreign exchange hedging agreement or arrangements;
- 3.21 to remunerate any person for services rendered or to be rendered, in placing or underwriting, or assisting to place or underwrite, or guaranteeing the placing or procuring the underwriting of, any of the securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of securities of the Company credited as paid up in full or in part, or otherwise;
- 3.22 to subscribe for either absolutely or conditionally or otherwise acquire and hold interests in, or securities of, any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest;
- 3.23 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.24 to sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall approve, and, in particular, for securities (whether fully or partly paid up) of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or any part of the property or rights of the Company;
- 3.25 to adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations;
- 3.26 to support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of any company which at any time is or was a subsidiary, subsidiary undertaking or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To grant or procure the grant of donations, pensions, gratuities, annuities, allowances or other benefits or charitable aid and generally to provide advantages, facilities and services to any person (including any directors, officers or employees or former directors officers or employees) who may have served the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any

of them or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such donations, pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives;

- 3.27 to establish and contribute to any scheme for the purchase or subscription by trustees of securities in the Company to be held for the benefit of the employees of the Company, of its holding company, or of any subsidiary or subsidiary undertaking of the Company or its holding company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for securities in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;
- 3.28 to apply for, promote and obtain any Act of Parliament order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may in the opinion of the directors seem expedient, and to oppose any proceedings or applications which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests;
- 3.29 to establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit;
- 3.30 to distribute among the shareholders in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with any sanction for the time being required by law;
- 3.31 to purchase and maintain insurance for the benefit of any person who is an officer, director or employee, or former officer, director or employee, of the Company or of a subsidiary of the Company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer, director or employee or former officer, director or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;
- 3.32 to amalgamate with any other company;
- 3.33 to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place;
- 3.34 to carry on any other activity and do anything of any nature which in the opinion of the board of directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members; and

3.35 to do any other things which in the opinion of the directors of the Company are, or may be, incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.

The objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded and construed as separate, distinct and independent objects shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any trade or business carried on by the Company, or by the fact that at any time the Company is not carrying on any trade or business. None of the paragraphs of this Clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

In this Clause:-

“**Act**” means the Companies Act 1985, and any reference to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force;

“**company**” (except where used in reference to the Company) shall include any person or partnership (whether a general partnership, limited partnership or limited liability partnership) or other body of persons whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere and whether incorporated or unincorporated;

“**holding company**” has the meaning set out in section 736 of the Companies Act 1985;

“**person**” includes any company as well as any other legal or natural person;

“**securities**” includes, without limitation, shares, stocks and all other types of equity securities, debentures, debenture stock and all other types of debt securities and interests in partnerships (whether general partnerships, limited partnerships or limited liability partnerships);

“**subsidiary**” has the meaning set out in section 736 of the Companies Act 1985;

“**subsidiary undertaking**” has the meaning set out in section 258 of the Companies Act 1985; and

words denoting the singular number only include the plural number and vice versa.

4. The liability of the members is limited.

5. The share capital of the Company is £1,000 divided into 1,000 Shares of £1 each and the Company shall have power from time to time to divide the original or any increased capital into classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

We, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name.

Name and Address of Subscribers	No of Ordinary Shares of £1.00 each taken by each Subscriber
Pinsent Masons Director Limited 1 Park Row Leeds LS1 5AB	1
Total Shares	1

Dated 17 March 2005

**COMPANIES ACTS 1985 TO 1989**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**PIMCO 2275 LIMITED**

**PRELIMINARY**

1. The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save in so far as they are hereby modified or excluded.  
  
Regulations 8, 24, and 73 to 80 inclusive, of Table A shall not apply to the Company.
2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

**SHARES**

3. The share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.
4. The Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act). The general authority conferred by this Article shall:-
  - 4.1 extend to all relevant securities of the Company created but unissued at the date of these Articles;
  - 4.2 expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting; and
  - 4.3 entitle the Directors to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry thereof.
5. Subject to and without prejudice to the generality of the provisions of Article 4 any shares unissued at the date of the adoption of this Article and any shares hereafter created shall be under the control of the Directors who may allot, grant options over or otherwise deal with or dispose of the same to such persons (including the Directors themselves) on such terms and in such manner as they think fit, provided that no shares shall be issued at a discount.
6. In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded from applying to the Company.
7. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or

payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends payable thereon.

#### **CALLS ON SHARES**

8. The following sentence shall be added to the end of regulation 15 of Table A: "such persons shall also pay to the Company all expenses that may have been incurred by the Company by reason of such non-payment".

#### **TRANSFER OF SHARES**

9. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

#### **TRANSMISSION OF SHARES**

10. A person becoming entitled to a share by reason of the death or bankruptcy of a member shall not, before being registered as a member in respect of the share, be entitled to receive a copy of any balance sheet (or other document required by law to be annexed thereto) or any notice of a General Meeting, and regulations 31 and 38 of Table A shall be modified accordingly.

#### **PROCEEDINGS AT GENERAL MEETINGS**

11. If and so long as, the Company has only one member the quorum for a General Meeting shall be one. Regulation 40 of Table A shall be modified accordingly.
12. There shall be added to the last sentence of regulation 41 of Table A the words "and if at the adjourned Meeting a quorum is not present within fifteen minutes after the time appointed for the Meeting, one person entitled to be counted in a quorum present at the Meeting shall be a quorum.
13. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

#### **VOTES OF MEMBERS**

14. A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.

#### **DIRECTORS**

15. The number of Directors shall be not less than one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A. Regulations 64 and 89 of Table A shall be modified accordingly.
16. The Company may by Ordinary Resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
17. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the maximum number of Directors (if there be any maximum) is not exceeded.

18. The Directors shall not be liable to retire by rotation.
19. A Director shall not be required to hold any share qualification.
20. Unless otherwise restricted by these Articles all or any of the Directors or members of a committee of the Directors may participate in and vote at a meeting of the Directors or such committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by each other and such participation shall constitute presence in person at the meeting.

#### **POWERS AND DUTIES OF DIRECTORS**

21. Subject to the provisions of Section 317 of the Act, a Director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Regulations 94 and 95 of Table A shall be modified accordingly.

#### **APPOINTMENT AND DISQUALIFICATION OF DIRECTORS**

22. Without prejudice to the powers of the Company under Section 303 of the Act to remove a Director by Ordinary Resolution, the holder or holders for the time being of more than one half of the issued Ordinary Shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors either as additional Directors or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company signed on its behalf by one of its Directors and shall take effect upon lodgment at the registered office of the Company.

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NAME AND ADDRESS OF SUBSCRIBERS

Pinsent Masons Director Limited  
1 Park Row  
Leeds  
LS1 5AB

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Dated 17 March 2005



**COMPANIES ACTS 1908 to 1989**  
**COMPANY LIMITED BY SHARES**

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**MEMORANDUM**  
**and**  
**ARTICLES OF ASSOCIATION**  
**of**  
**KOPPERS UK HOLDING LIMITED**

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**Incorporated on 18 January 1996**

Memorandum and Articles of Association adopted on 18 January 1996  
and altered on 8 February 2001

**COMPANIES ACTS 1908 to 1989**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**KOPPERS UK HOLDING LIMITED**  
(as amended on 8 February 2001)

1. <sup>1</sup>The name of the Company is "KOPPERS UK HOLDING LIMITED".
2. The Registered Office of the Company is to be situated in England and Wales.
3. The objects of the Company are:-
  - 3.1 To carry on all or any of the businesses of, and to carry out any of the operations performed (whether on the Company's account or otherwise) by traders, merchants, agents, importers, exporters, shippers, advertisers, distributors, owners, hirers, operators, letters on hire, manufacturers, and dealers, of and in goods, wares, products, stores, commodities, consumable articles, merchandise, chattels and effects of all kinds; to carry on all or any of the businesses of providing services of all kinds, and acting as consultants, advisers, specialists, financiers and capitalists; and to participate in, undertake, perform and carry out all kinds of commercial, industrial, trading and financial operations and enterprises;
  - 3.2 To carry on the business of merchants and traders generally and to buy, sell, hire, manufacture, repair, let on hire, alter, improve, treat and deal in all apparatus, machines, materials and articles of all kinds;
  - 3.3 To invest and deal with the moneys of the company in or upon investments or securities of any nature (whether as principal or agent) and generally to acquire, hold, deal in and otherwise dispose of investments and other securities;
  - 3.4 To carry on any other business or activity, whether trading, manufacturing, investing or otherwise;
  - 3.5 To purchase, take on lease or in exchange, hire or otherwise acquire, hold deal in and otherwise dispose of all or any estate or interest in or over any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property (whether tangible or intangible) of any kind;
  - 3.6 To receive money on deposit or loan from any person, firm or company;
  - 3.7 To make advances to any person, firm or company with or without security;

<sup>1</sup> The name of the Company was changed from 305IST Single Member Shelf Trading Company Limited to Tarconord UK Limited on 28 March 1996 and from Tarconord UK Limited to Koppers UK Holding Limited on 8 June 2000.

- 3.8 To guarantee, support or secure, whether by direct obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by issuing any security of the company by way of mortgage, or by any one or more or all of such methods or by any other method, and whether or not the company receives any advantage therefor, the performance of any obligations or commitments and the repayment or payment of the principal amounts of, or the premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary company or holding company of the company or is a subsidiary of such a holding company or which is otherwise directly or indirectly associated with the company in business or through shareholdings;
- 3.9 To establish and maintain or procure the establishment and maintenance of any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pension or superannuation schemes or funds for the benefit of and to make or give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments (whether in money or money's-worth) to, or to trustees on behalf of, any persons who are or were at any time in the employment of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, or any persons in whose welfare the company, or any such other company as aforesaid is or has been at any time interested, and the wives, husbands, widows, widowers, families and dependants of any such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards policies of assurance on the lives of any such persons and policies of insurance for the benefit of or in respect of any such persons as aforesaid (including insurance against their negligence or breach of duty to the company) and to pay, subscribe or guarantee money to or for any charitable or benevolent objects or for any exhibition or for any political, public, general or useful object and to do any of the above things, either alone or in conjunction with any such other company as aforesaid;
- 3.10 To enter into any joint venture, partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company and to subsidise or otherwise assist any person, firm or company;
- 3.11 To establish or promote or concur in establishing or promoting any other company and to guarantee the payment of the dividends, interest or capital of any shares, stock or other securities issued by or any other obligations of any such company;
- 3.12 To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company;
- 3.13 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the company including without limitation, any such dealing or disposal on terms that are wholly or partly gratuitous or of a non-commercial nature;

- 3.14 To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 3.15 To make known the businesses or any of them or the products or any of them of the company or the businesses or products of any other person firm or company, in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication in books and periodicals and by granting prizes, rewards and donations, and by carrying on and conducting prize and competition schemes or any scheme or arrangement of any kind, either alone or in conjunction with any other person, firm or company, whereby the said businesses or any of them may be promoted or developed, or whereby the said products may be advertised and made known;
- 3.16 To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, of any country and to obtain from any such government or authority all legislation, orders, rights, concessions, and privileges that may seem requisite;
- 3.17 To borrow or raise or secure the payment of money for the purposes of or in connection with any of the company's business or businesses;
- 3.18 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the company, and to issue in cash at par or at a premium or discount, or for any other consideration, debentures, mortgage debentures or debenture stock or other similar securities, payable to bearer or otherwise and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the company by a trust deed or other assurance;
- 3.19 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- 3.20 To pay or otherwise give consideration for any property or rights acquired by the company in any manner whatsoever and in particular but without limitation in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the company has power to issue, or partly in one mode and partly in another;
- 3.21 To accept payment or other consideration for any property or rights sold or otherwise disposed of or dealt with by the company in any manner whatsoever and in particular but without limitation in cash, whether by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- 3.22 To amalgamate with any other company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any other such company as aforesaid, with or without winding-up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling

interest in the shares or stock of this or any other such company as aforesaid, or by partnership, or any arrangement of the nature of partnership or in any other manner;

3.23 To pay out of the funds of the company all expenses which the company may lawfully pay in respect of or incidental to the formation, registration and advertising of or raising money for the company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing, underwriting shares, debentures or debenture stock, and to apply at the cost of the company to Parliament for any extension of the company's objects and powers;

3.24 To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, subcontractors, trustees or otherwise; and

3.25 To do all such other things as are in the opinion of the company incidental or conducive to the above objects or any of them.

The objects specified in each of the paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by the terms of any other paragraph and shall be construed as separate, distinct and independent objects capable of being performed and carried out separately, distinctly and independently of each other.

4. The liability of the members is limited.

5. <sup>2</sup>The share capital of the company is £100 divided into 100 shares of £1 each.

<sup>2</sup> The share capital of the company has been altered as follows:-

- On 15 August 1996 it was increased to £3,900,000 divided into 3,900,000 shares of £1 each.

**COMPANIES ACTS 1985**  
**A PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**of**

**KOPPERS UK HOLDING LIMITED**

(As adopted on 18 January 1996 and altered on 8 February 2001)

**Regulations of the company**

1. The articles comprise these Articles and, save insofar as it is modified by these Articles, Table A (which expression means that Table as prescribed by regulations made pursuant to the Companies Act 1985 (the "Act") and in force on the date of incorporation of the company).
2. Regulations 8, 24, 53, 54, 60-62 (inclusive), 65-69 (inclusive), 73-80 (inclusive), 87, 90, 93, 100 and 118 in Table A do not apply to the company.

**Share capital**

3. The share capital of the company is £3,900,000 divided into 3,900,000 shares of £1 each ranking pari passu in all respects.
4.
  - 4.1 Subject to paragraph 4.4 of this Article the directors shall not without the authority of the company in general meeting allot any of the shares in the capital of the company.
  - 4.2 Where authority has been given to the directors as referred to in paragraph 4.1 of this Article to allot shares the directors may subject to the terms of such authority and subject to any terms on which any shares are created or issued allot such shares to such persons (including any directors) at such times and generally on such conditions as they think proper provided that no shares shall be issued at a discount contrary to the Act.
  - 4.3 In the foregoing paragraphs of this Article references to allotment of shares shall include references to the grant of any right to subscribe for, or to convert any security into, shares.
  - 4.4 Where authority has been given to the directors as referred to in this Article to grant a right to subscribe for, or to convert any security into, shares the directors may without further authority allot such shares as may require to be allotted pursuant to the exercise of such right.
  - 4.5 Section 89(1) of the Act is hereby excluded.

### **Variation of right**

5. The rights attached to any existing shares shall not (unless otherwise expressly provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking pari passu therewith or subsequent thereto.

### **Share certificates**

6. In Regulation 6 in Table A there shall be inserted after the word “seal” the following words, namely: “or the official seal of the company if the company has a seal, or otherwise executed in such manner as may be permitted by the Act”.

### **Lien**

7. The company shall have a first and paramount lien on all shares registered in the name of any member (whether solely or jointly with others) for all moneys due to the company from him or his estate, whether solely or jointly with any other person (whether a member or not) and whether such moneys are presently payable or not. The company’s lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The directors may at any time resolve that any share shall be exempt, wholly or partly, from the provisions of this Article.

### **Calls on Shares**

8. The directors may accept from any member the whole or any part of the amount remaining unpaid on any shares held by him notwithstanding that no part of that amount has been called up.

### **Transfer of shares**

9.

9.1 Subject to Article 9.2, no transfer of any share may be registered without the approval of a member or members holding a majority in nominal value of the issued shares for the time being conferring the right to vote at general meetings of the company, and the directors shall be bound to approve a transfer which has such approval.

9.2 Where shares have been charged by way of security to any person, such person or any nominee thereof may transfer such shares to itself or its nominee or to any other person, pursuant to the power of sale under such security without the prior consent of the members and the directors shall promptly register a transfer of such shares. A certificate by an official of such a person that the shares were so charged and the transfer so executed shall be conclusive evidence of such facts.

### **Transmission of shares**

10. There shall be inserted at the end of regulation 31 in Table A the following proviso, namely: “provided always that the directors may at any time give notice requiring any such person to elect either to become or to have another person registered as the holder of the share and if the requirements of the notice are not complied with within ninety days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with”.

## Proceedings at general meetings

11. In paragraph (b) of Regulation 38 in Table A there shall be inserted after the words “giving that right”, the following words, namely “(or such lesser percentage as may be permitted by the Act and agreed by the members)”.
12. In Regulation 40 in Table A the following words shall be added to the end of the second sentence, namely: “Except where the company is a private company limited by shares or by guarantee and having one member, in which case the quorum shall be one person, being the member or a proxy for the member or a duly authorised representative of a corporation”.
13. In Regulation 41 in Table A there shall be inserted after the words “the directors may determine” the following words, namely: “and if at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, one member present in person or by proxy or (being a corporation) by its duly authorised representative shall be a quorum”.
14. A poll may be demanded by any member present in person or by proxy or (being a corporation) by its duly authorised representative. Regulation 46 in Table A shall be construed accordingly.
15. A resolution in writing of all the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held either:-
  - 15.1 if it consists of an instrument executed by or on behalf of each such member; or
  - 15.2 if it consists of several instruments in the like form each either:
    - 15.2.1 executed by or on behalf of one or more of such members; or
    - 15.2.2 sent by or on behalf of one or more of such members by telex or facsimile transmission and deposited or received at the office or received by the secretary.

## Votes of members

16. Subject to any rights or restrictions as to voting attached to any shares by the terms on which they were issued or by or in accordance with the articles or otherwise, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by its duly authorised representative not being himself a member entitled to vote shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) is present by its duly authorised representative shall have one vote for every share of which he is the holder.
17. The instrument appointing a proxy shall be in writing in any usual or common form and shall (except in the case of an appointment by telex or a facsimile transmission of an appointment otherwise complying with the requirements of this Article) be executed by the appointor or his attorney duly authorised in writing or in such other form as the directors may approve. A proxy need not be a member of the company.
18. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is executed, or a notarially certified copy of such power or authority, shall be deposited or received at the office (or at such other place in the United Kingdom as is specified for that purpose in any instrument of proxy sent by the company in relation to the meeting) not



less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the chairman of the meeting or adjourned meeting and, in default, the instrument of proxy shall be invalid.

#### **Alternate directors**

19.

- 19.1 A director may by written notice signed by him (except in the case of an appointment by telex or facsimile transmission of an appointment otherwise complying with the requirements of this Article), and deposited or received at the office or received by the secretary or in such other manner as the directors may approve appoint another director or any other person to be and act as his alternate director;
- 19.2 Every alternate director shall (subject to his giving to the company an address within the United Kingdom at which notices may be given to him) be entitled to notice of meetings of the directors or of committees of directors, and to attend and vote as a director at any such meeting at which the director appointing him is entitled to attend and vote but is not personally present and generally at such meeting to exercise all the powers, rights, duties and authorities of the director appointing him. Every alternate director shall also be entitled to sign or, in the case of a telex or facsimile transmission, send on behalf of the director appointing him a resolution in writing of the directors pursuant to Article 28;
- 19.3 An alternate director shall neither be an officer of the company nor entitled to any remuneration from the company for acting as an alternate director;
- 19.4 A director may by written notice signed by him or sent by him by telex or facsimile transmission and deposited or received at the office or received by the secretary or in such other manner as the directors may approve at any time revoke the appointment of an alternate director appointed by him;
- 19.5 If a director shall cease to hold the office of director for any reason, the appointment of his alternate director shall thereupon automatically cease.

#### **Delegation of directors' powers**

20. The following words shall be added at the end of the first sentence of Regulation 72 in Table A, namely: "and may also appoint to any such committee persons who are not directors provided that the chairman and a majority of such committee shall be directors".

#### **Retirement, appointment and removal of directors**

21.

- 21.1 A member or members holding a majority in nominal value of the issued shares for the time being conferring the right to vote at general meetings of the company shall have power from time to time and at any time to appoint any person or persons as a director or directors and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument which shall be in writing and shall (except in the case of any appointment or removal by telex or a facsimile copy of an appointment or removal otherwise complying with the requirements of this Article) be executed by the member or members making the same or by their duly authorised attorneys or in such other manner as the directors may approve, and shall take effect upon such appointment or removal being deposited

or received at the office or otherwise communicated to the company at the office or being handed or otherwise communicated to the chairman of a meeting of the directors at which a quorum is present.

- 21.2 Without prejudice to paragraph 21.1 of this Article the company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director.

#### **Disqualification and removal of directors**

22. In Regulation 81 in Table A:

- 22.1 there shall be inserted after the word “company” in paragraph (d) the following words, namely: “provided that such action shall be without prejudice to the terms of and to any rights of the company under any contract between the director and the company”; and
- 22.2 paragraph (c) shall be deleted.

#### **Remuneration of directors**

23. The following sentence shall be added at the end of Regulation 82 in Table A, namely: “Any director who serves on any committee, or who devotes special attention to the business of the company, or who otherwise performs services which in the opinion of the directors are in addition to or outside the scope of the ordinary duties of a director (which services shall include, without limitation, visiting or residing abroad in connection with the company’s affairs), may be paid such extra remuneration, by way of salary, percentage of profits or otherwise as the directors may determine.

#### **Directors’ appointments and interests**

24. In Regulation 84 in Table A there shall be substituted for the words “shall not be subject to retirement by rotation” the following words, namely: “shall be subject to the same provisions as to resignation and removal as other directors of the company”.

#### **Directors’ and employees’ gratuities and pensions**

25. The directors may:

- 25.1 establish and maintain, or procure the establishment and maintenance of any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pension or superannuation schemes or funds for the benefit of, and may make or give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments (whether in money or money’s worth) to, or to trustees on behalf of, any persons who are or were at any time in the employment or service of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary or who are or were at any time directors or officers of the company or of any such other company as aforesaid and to the wives, husbands, widows, widowers, families and dependants of any such persons;
- 25.2 establish and subsidise or subscribe to any institutions, associations, club or funds calculated to be for the benefit of, or to advance the interests and well-being of the company, or of any such other company as aforesaid or of any such persons as aforesaid;

- 25.3 make payments for or towards policies of assurance on the lives of any such persons and policies of insurance for the benefit of or in respect of any such persons (including insurance against their negligence or breach of duty to the company) as aforesaid;
- 25.4 pay, subscribe or guarantee money to or for any charitable or benevolent objects, or for any exhibition, or for any political, public, general or useful object; and
- 25.5 do any of the above things either alone or in conjunction with any such other company as aforesaid.

Subject always, if the Act shall so require, to particulars with respect to the proposed payment being disclosed to the members of the company and to the payment being approved by the company, any director shall be entitled to participate in and retain for his own benefit any such loan, donation, gratuity, pension, allowance or emolument.

#### **Proceedings of directors**

- 26. In Regulation 88 in Table A there shall be substituted for the third sentence the following sentences, namely: “Every director shall be given not less than 48 hours’ notice of every meeting of the directors, such notice to be sent to such address as is notified by him to the company for this purpose or otherwise communicated to him personally. Any director may by notice to the company either before or after the meeting waive his right to receive notice of the meeting and any director who either:-
  - 26.1 is present at the commencement of a meeting whether personally or by his alternate director; or
  - 26.2 does not, within seven days following its coming to his attention that a meeting has taken place without prior notice of such meeting having been given to him pursuant to this Regulation, notify the company that he desires the proceedings at such meeting to be regarded as a nullity, shall be deemed hereafter to have waived his right to receive notice of such meeting pursuant to this Regulation”.
- 27. The following sentence shall be substituted for the final sentence of Regulation 89 in Table A, namely: “For the purpose of determining whether a quorum exists for the transaction of the business of the board of directors:
  - 27.1 in the case of a resolution of directors, who would (if attending a meeting) comprise a quorum, who are in telephone communication with one another, any such resolution shall be as valid and effectual as if passed at a meeting of the board of directors duly convened and held;
  - 27.2 in the case of a meeting of the board of directors, in addition to the directors present at the meeting, any director in telephone communication with such meeting shall be counted in the quorum and entitled to vote; and
  - 27.3 any person attending a meeting of the board, or in telephonic communication with such a meeting, who is both a director and is acting as an alternate director for one or more of the directors shall, for the purposes of the quorum, be counted as one for each such person for whom he is acting as an alternate director and, if applicable, also be counted as a director, but not less than two individuals shall constitute a quorum”.

28. A resolution in writing of all the directors or all the members of a committee of directors shall be as effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held either:-
- 28.1 if it consists of an instrument executed by or on behalf of each such director or committee member; or
  - 28.2 if it consists of several instruments in the like form each other:
    - 28.2.1 executed by or on behalf of one or more of such directors or committee members; or
    - 28.2.2 sent by or on behalf of one or more of such directors or committee members by telex or facsimile transmission and deposited or received at the office or received by the secretary.
29. Subject to any requisite declaration of interest in accordance with the provisions of the Act and (if applicable) Regulation 85 in Table A having been made by him a director may vote as a director in regard to any transaction or arrangement in which he is interested, or upon any matter arising therefrom and Regulation 94 in Table A shall be construed subject to this provision.
30. In Regulation 97 in Table A:
- 30.1 there shall be inserted after the words “the appointment” the following words, namely: “or the terms of appointment”; and
  - 30.2 the following words shall be deleted, namely “and be counted in the quorum” and there shall be inserted after the words “his own appointment” the following words, namely: “and shall be counted in the quorum in respect of each resolution including that concerning his own appointment, and Regulation 95 shall be construed subject to this provision.”

#### **Minutes**

31. The directors shall cause minutes to be made in books kept for the purpose:
- 31.1 of all appointments of officers and alternate directors made by the directors; and
  - 31.2 of all proceedings at meetings of the company, of the holders of any class of shares in the company, of the directors, and of committees of directors, including the names of the persons present at each such meeting.

#### **The seal**

32. In Regulation 101 of Table A, there shall be substituted for the first sentence the following sentence, namely: “The company need not have a seal but if the company does not have a seal, the seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors”.
33. The company is authorised pursuant to Section 39 of the Act for so long as its objects require or comprise the transaction of business in foreign countries to have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

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**Notices**

34. In Regulation 112 of Table A, the final sentence shall be deleted and the following words shall be inserted at the end of the first sentence, namely: “or by sending it by telex or facsimile transmission to such telex or facsimile number as the member shall have given to the company for the purpose”.
35. In Regulation 115 of Table A, there shall be inserted:
- 35.1 after the words “prepaid and posted”, the following words, namely “or that a notice was properly sent by telex or facsimile transmission”; and
- 35.2 after the words “prepaid and posted”, the following words, namely “or after the time at which it was sent by telex or facsimile transmission”.

**Indemnity**

36. Subject to the provisions of the Act, every director, other officer or auditor of the company or person acting as an alternate director shall be entitled to be indemnified out of the assets of the company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of his duties to the company or otherwise in relation thereto.

**COMPANIES ACTS 1908 to 1989**  
**COMPANY LIMITED BY SHARES**

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**MEMORANDUM**  
**and**  
**ARTICLES OF ASSOCIATION**  
**of**  
**KOPPERS UK LIMITED**

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**Incorporated on 27 January 1928**

Memorandum of Association amended on 8 February 2001  
New Articles of Association adopted on 11 December 1996  
and altered on 8 February 2001

**COMPANIES ACTS 1908 to 1989**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**KOPPERS UK LIMITED**  
(as amended on 8 February 2001)

1. <sup>1</sup>The name of the Company is "KOPPERS UK LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - 3.1 To carry on business as a general commercial company.
  - 3.2 To carry on all or any of the trades or business of manufacturers, repairers, buyers, sellers of products of all types to supply services of all kinds to acquire, hold, deal in investments of any kind and to carry on any activity normally undertaken by a company in these or similar lines of business.
  - 3.3 To do all such things as shall seem to be in the best interests of the Company, its members, its customers or its potential customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
  - 3.4 To rent, purchase or by other means acquire any freehold, leasehold or other real property for any estate or interest whatever, and any rights, licences, privileges, or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
  - 3.5 To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
  - 3.6 To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business.
  - 3.7 To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

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<sup>1</sup> The name of the Company was changed from Bitmac, Limited to Koppers UK Limited on 8 June 2000

- 3.8 To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same.
- 3.9 To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid.
- 3.10 To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members.
- 3.11 To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- 3.12 To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- 3.13 To lend and advance money or give credit to any person, firm or company and, whether or not the Company receives any consideration or advantage from doing so, to guarantee or give indemnities for (or by both such means) the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.
- 3.14 To amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company.
- 3.15 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same.



- 3.16 To apply for, promote, and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them.
- 3.17 To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company.
- 3.18 To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- 3.19 To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part, or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any), the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company, or the relations, connections or dependants of any such persons; and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons.
- 3.20 To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same; and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company.
- 3.21 To procure the registration of the Company in or under the laws of any territory or jurisdiction.
- 3.22 To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members.
- 3.23 To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.
- 3.24 To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company.
- 3.25 To distribute among the members of the Company in specie any property of the Company.

3.26 To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. <sup>2</sup>The share capital of the Company is Five Thousand Pounds, divided into Five Thousand Shares of One Pound each.

<sup>2</sup> The share capital of the company has been altered as follows:-

- On 21 November 1937 it was increased to £50,000 divided into 50,000 shares of £1 each
- On 30 April 1984 it was increased to £500,000 divided into 380,000 'A' Ordinary Shares and 120,000 'B' Ordinary Shares
- On 15 December 1988 it was increased to £3,000,000 divided into 2,280,000 'A' Ordinary Shares and 720,000 'B' Ordinary Shares
- On 28 February 1989 300,000 'A' Ordinary Shares were re-designated as 'B' Ordinary Shares, the share capital then comprised 1,980,000 'A' Ordinary Shares and 1,020,000 'B' Ordinary Shares
- On 23 June 1989 420,000 'A' Ordinary Shares were re-designated as 'B' Ordinary Shares, the share capital then comprised 1,560,000 'A' Ordinary Shares and 1,440,000 'B' Ordinary Shares
- On 27 February 1995 the 1,560,000 'A' Ordinary Shares and 1,440,000 'B' Ordinary Shares were re-designated as Ordinary Shares

**COMPANIES ACTS 1985 to 1989**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**of**

**KOPPERS UK LIMITED**

(As adopted on 11 December 1996 and altered on 8 February 2001)

**PRELIMINARY**

- 5.1 The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save in so far as they are hereby modified or excluded.
- 5.2 Regulations 8, 24 and 73 to 80 inclusive, of Table A shall not apply to the Company.
6. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

**Shares**

7. The share capital of the Company is £3,000,000 divided into 3,000,000 Ordinary Shares of £1 each.
- 8.1 The Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act).
- 8.2 The general authority conferred by this Article shall:-
- 8.2.1 extend to all relevant securities of the Company created but unissued at the date of these Articles;
- 8.2.2 expire on the fifth anniversary of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting;
- 8.2.3 entitle the Directors to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry thereof; and

8.2.4 in accordance with Section 91(1) of the Companies Act 1985, Sections 89(1), 90(1) to (5) and 90(6) of the Companies Act 1985 shall be excluded from applying to allotments of shares made in pursuance of this Article.

8.3 Subject to Article 5.2 the directors may in their absolute discretion, and without assigning any reason whatsoever, decline to register any transfer of any shares, whether or not it is a fully paid share.

8.4 Where shares have been charged by way of security to any person, such person or any nominee thereof may transfer such shares to itself or its nominee or to any other person, pursuant to the power of sale under such security without the prior consent of the members and the directors shall promptly register a transfer of such shares. A certificate by an official of such a person that the shares were so charged and the transfer so executed shall be conclusive evidence of such facts.

9. A person becoming entitled to a share by reason of the death or bankruptcy of a shareholder shall not, before being registered as a member in respect of the share, be entitled to receive a copy of any balance sheet (or other document required by law to be annexed thereto) or any notice of a General Meeting, and Regulation 38 of Table A shall be modified accordingly.

#### **Proceedings at General Meetings**

10. Regulation 41 of Table A shall be read and construed as if the last sentence continues "provided if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the meeting shall be dissolved".

11. A proxy shall be entitled to vote on a show of hands, and Regulation 54 of Table A shall be modified accordingly.

#### **Directors**

12.1 The number of Directors shall not be less than one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A. Regulations 64 and 89 of Table A shall be modified accordingly.

12.2 Any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

12.3 A Director shall not be required to hold any share qualification.

#### **Proceedings of Directors**

12.4 The third sentence in Regulation 88 of Table A shall not apply to the Company. Not less than three clear days' notice of every meeting of the Directors shall be given by letter cable or telex to every Director specifying the nature of the business to be transacted at such meeting.

#### **Alternate Directors**

13. The appointment of an alternate Director shall not be subject to approval by resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.

## **Associate Directors**

- 13.1 The Directors may from time to time appoint any one or more persons to the office of Associate Director for such period at such remuneration and generally on such terms as they shall think fit.
- 13.2 An Associate Director shall not be entitled to notice of or to attend meetings of the Directors except in cases where the Directors resolve that his presence is required.
- 13.3 The appointment of an Associate Director hereunder shall not constitute him as a Director within the meaning of the Companies Act 1985 and he shall remain at all times and in all respects subject to the control of the Directors and he may at any time be removed from office by the Directors. Such removal shall be without prejudice to any claim such Associate Director may have for damages of breach of any contract of service between him and the Company.
- 13.4 An Associate Director appointed under this Article shall not:-
- 13.4.1 be remunerated as a Director pursuant to Regulation 82 of Table A;
  - 13.4.2 be counted in the quorum at a meeting of Directors or be entitled to vote thereat;
  - 13.4.3 be authorised to act as a Director in the affixing of the seal; or
  - 13.4.4 be counted for the purposes of calculating the number of Directors pursuant to Regulation 64 of Table A.

## **Powers and Duties of Directors**

14. Subject to the provisions of Section 317 of the Act and Article 18, a Director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Regulations 94 and 95 of Table A shall be modified accordingly.

## **Indemnity**

15. In so far as is permitted by law, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto. The Directors shall have the power to purchase and maintain insurance for the benefit of persons who are or were directors officers employees or auditors of the Company including insurance against any liability incurred by such persons in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to the Company. This Article shall be supplementary and additional to Regulation 118 of Table A.

### **Telephonic Meetings of Directors**

16. Unless otherwise restricted by these Articles members of the Board of Directors or of any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

### **Telephonic Meetings of Members**

17. Unless otherwise restricted by these Articles Members may participate in any General Meeting of the Company by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

### **Notices**

18. Any notices to be given to or by any person pursuant to the Articles may be in writing, by fax transmission or by any other method except as otherwise provided in Article 12.4 of these Articles.
19. Notices in writing shall be sent to Members at the addresses they have notified to the Company for these purposes notwithstanding that such addresses may be outside the United Kingdom. Regulation 112 of Table A shall be modified accordingly.

### **Over-riding Provisions**

20. Whenever a Company wheresoever incorporated (hereinafter called “the Parent Company”) shall be the holder of not less than 90 per cent of the issued Ordinary Shares the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-
- 20.1 the Parent Company may at any time and from time to time appoint any person to be a Director (including for these purposes an Associate or Alternate Director) or remove from office any Director, Alternate Director or Associate Director but so that in the case of a Managing Director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office;
- 20.2 the Parent Company may at any time and from time to time appoint any one or more persons to the office of “Non-Voting Director” for such period as the Parent Company thinks fit;
- 20.3 the appointment of a Non-Voting Director hereunder shall constitute him as a Director within the meaning of the Act and he shall remain at all times and in all respects subject to the control of the Parent Company and he may at any time be removed from office by the Parent Company. Such removal shall be without prejudice to any claim such Non-Voting Director may have for damages or breach of contract of service between him and the Company;
- 20.4 a Non-Voting Director appointed under this Article shall not:-
- 20.4.1 be remunerated as a Director pursuant to Regulation 82 of Table A;
- 20.4.2 be entitled to vote at a meeting of the Directors;
- 20.4.3 be authorised to act as a Director in the affixing of the seal.

20.5 no unissued securities shall be issued or agreed to be issued or put under option without the consent of the Parent Company;

20.6 any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred of security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

**COMPANIES ACTS 1948 to 1989**  
**COMPANY LIMITED BY SHARES**

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**MEMORANDUM**  
**and**  
**ARTICLES OF ASSOCIATION**  
**of**  
**KOPPERS UK TRANSPORT LIMITED**

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**Incorporated on 29 May 1957**

Memorandum of Association amended on 8 February 2001

New Articles of Association adopted on 12 December 1996  
and altered on 8 February 2001



**COMPANIES ACTS 1948 to 1989**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**KOPPERS UK TRANSPORT LIMITED**  
(as amended on 8 February 2001)

1. <sup>1</sup>The name of the Company is "KOPPERS UK TRANSPORT LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - 3.1 To carry on business as a general commercial company.
  - 3.2 To carry on all or any of the trades or business of manufacturers, repairers, buyers, sellers of products of all types to supply services of all kinds to acquire, hold, deal in investments of any kind and to carry on any activity normally undertaken by a company in these or similar lines of business.
  - 3.3 To do all such things as shall seem to be in the best interests of the Company, its members, its customers or its potential customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
  - 3.4 To rent, purchase or by other means acquire any freehold, leasehold or other real property for any estate or interest whatever, and any rights, licences, privileges, or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
  - 3.5 To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
  - 3.6 To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business.
  - 3.7 To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

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<sup>1</sup> The name of the Company was changed from Barworth (Haulage) Limited to Bitmac (Transport) Limited on 4 May 1988 and to Koppers UK Transport Limited on 8 June 2000.

- 3.8 To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same.
- 3.9 To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid.
- 3.10 To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members.
- 3.11 To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- 3.12 To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- 3.13 To lend and advance money or give credit to any person, firm or company and, whether or not the Company receives any consideration or advantage from doing so, to guarantee or give indemnities for (or by both such means) the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.
- 3.14 To amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company.
- 3.15 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same.

- 3.16 To apply for, promote, and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them.
- 3.17 To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company.
- 3.18 To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- 3.19 To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part, or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any), the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company, or the relations, connections or dependants of any such persons; and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons.
- 3.20 To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same; and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company.
- 3.21 To procure the registration of the Company in or under the laws of any territory or jurisdiction.
- 3.22 To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members.
- 3.23 To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.
- 3.24 To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company.
- 3.25 To distribute among the members of the Company in specie any property of the Company.

3.26 To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. <sup>2</sup>The Share Capital of the Company is £10,000, divided into 10,000 Shares of £1 each.

<sup>2</sup> On 6 December 1960 the share capital of the Company was increased to £20,000 divided into 20,000 Ordinary Shares of £1 each.

**COMPANIES ACTS 1985 to 1989**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**of**

**KOPPERS UK TRANSPORT LIMITED**

(As adopted on 12 December 1996 and altered on 8 February 2001)

**PRELIMINARY**

- 5.1 The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save in so far as they are hereby modified or excluded.
- 5.2 Regulations 8, 24 and 73 to 80 inclusive, of Table A shall not apply to the Company.
6. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

**Shares**

7. The share capital of the Company is £20,000 divided into 20,000 Ordinary Shares of £1 each.
- 8.1 The Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act).
- 8.2 The general authority conferred by this Article shall:-
- 8.2.1 extend to all relevant securities of the Company created but unissued at the date of these Articles;
- 8.2.2 expire on the fifth anniversary of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting;
- 8.2.3 entitle the Directors to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry thereof; and
- 8.2.4 in accordance with Section 91(1) of the Companies Act 1985, Sections 89(1), 90(1) to (5) and 90(6) of the Companies Act 1985 shall be excluded from applying to allotments of shares made in pursuance of this Article.

- 8.3 Subject to Article 5.2 the directors may in their absolute discretion, and without assigning any reason whatsoever, decline to register any transfer of any shares, whether or not it is a fully paid share.
- 8.4 Where shares have been charged by way of security to any person, such person or any nominee thereof may transfer such shares to itself or its nominee or to any other person, pursuant to the power of sale under such security without the prior consent of the members and the directors shall promptly register a transfer of such shares. A certificate by an official of such a person that the shares were so charged and the transfer so executed shall be conclusive evidence of such facts.
9. A person becoming entitled to a share by reason of the death or bankruptcy of a shareholder shall not, before being registered as a member in respect of the share, be entitled to receive a copy of any balance sheet (or other document required by law to be annexed thereto) or any notice of a General Meeting, and Regulation 38 of Table A shall be modified accordingly.

#### **Proceedings at General Meetings**

10. Regulation 41 of Table A shall be read and construed as if the last sentence continues "provided if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the meeting shall be dissolved".
11. A proxy shall be entitled to vote on a show of hands, and Regulation 54 of Table A shall be modified accordingly.

#### **Directors**

- 12.1 The number of Directors shall not be less than one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A. Regulations 64 and 89 of Table A shall be modified accordingly.
- 12.2 Any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years of or any other age.
- 12.3 A Director shall not be required to hold any share qualification.

#### **Proceedings of Directors**

- 12.4 The third sentence in Regulation 88 of Table A shall not apply to the Company. Not less than three clear days' notice of every meeting of the Directors shall be given by letter cable or telex to every Director specifying the nature of the business to be transacted at such meeting.

#### **Alternate Directors**

13. The appointment of an alternate Director shall not be subject to approval by resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.

#### **Associate Directors**

- 13.1 The Directors may from time to time appoint any one or more persons to the office of Associate Director for such period at such remuneration and generally on such terms as they shall think fit.

- 13.2 An Associate Director shall not be entitled to notice of or to attend meetings of the Directors except in cases where the Directors resolve that his presence is required.
- 13.3 The appointment of an Associate Director hereunder shall not constitute him as a Director within the meaning of the Companies Act 1985 and he shall remain at all times and in all respects subject to the control of the Directors and he may at any time be removed from office by the Directors. Such removal shall be without prejudice to any claim such Associate Director may have for damages of breach of any contract of service between him and the Company.
- 13.4 An Associate Director appointed under this Article shall not:-
- 13.4.1 be remunerated as a Director pursuant to Regulation 82 of Table A;
  - 13.4.2 be counted in the quorum at a meeting of Directors or be entitled to vote thereat;
  - 13.4.3 be authorised to act as a Director in the affixing of the seal; or
  - 13.4.4 be counted for the purposes of calculating the number of Directors pursuant to Regulation 64 of Table A.

#### **Powers and Duties of Directors**

14. Subject to the provisions of Section 317 of the Act and Article 18, a Director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Regulations 94 and 95 of Table A shall be modified accordingly.

#### **Indemnity**

15. In so far as is permitted by law, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto. The Directors shall have the power to purchase and maintain insurance for the benefit of persons who are or were directors officers employees or auditors of the Company including insurance against any liability incurred by such persons in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to the Company. This Article shall be supplementary and additional to Regulation 118 of Table A.

#### **Telephonic Meetings of Directors**

16. Unless otherwise restricted by these Articles members of the Board of Directors or of any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

### **Telephonic Meetings of Members**

17. Unless otherwise restricted by these Articles Members may participate in any General Meeting of the Company by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

### **Notices**

18. Any notices to be given to or by any person pursuant to the Articles may be in writing, by fax transmission or by any other method except as otherwise provided in Article 12.4 of these Articles.
19. Notices in writing shall be sent to Members at the addresses they have notified to the Company for these purposes notwithstanding that such addresses may be outside the United Kingdom. Regulation 112 of Table A shall be modified accordingly.

### **Over-riding Provisions**

20. Whenever a Company wheresoever incorporated (hereinafter called “the Parent Company”) shall be the holder of not less than 90 per cent of the issued Ordinary Shares the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-
  - 20.1 the Parent Company may at any time and from time to time appoint any person to be a Director (including for these purposes an Associate or Alternate Director) or remove from office any Director, Alternate Director or Associate Director but so that in the case of a Managing Director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office;
  - 20.2 the Parent Company may at any time and from time to time appoint any one or more persons to the office of “Non-Voting Director” for such period as the Parent Company thinks fit;
  - 20.3 the appointment of a Non-Voting Director hereunder shall constitute him as a Director within the meaning of the Act and he shall remain at all times and in all respects subject to the control of the Parent Company and he may at any time be removed from office by the Parent Company. Such removal shall be without prejudice to any claim such Non-Voting Director may have for damages or breach of contract of service between him and the Company;
  - 20.4 a Non-Voting Director appointed under this Article shall not:-
    - 20.4.1 be remunerated as a Director pursuant to Regulation 82 of Table A;
    - 20.4.2 be entitled to vote at a meeting of the Directors;
    - 20.4.3 be authorised to act as a Director in the affixing of the seal.
  - 20.5 no unissued securities shall be issued or agreed to be issued or put under option without the consent of the Parent Company;
  - 20.6 any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.



Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred of security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

**KOPPERS HOLDINGS INC.**  
**RATIO OF EARNINGS TO FIXED CHARGES**

(Dollars in millions, except ratios)

	2004	2005	2006	2007	2008	Six months ended June 30, 2009
<b>Earnings:</b>						
Income from continuing operations before taxes	\$ 16.2	\$18.2	\$18.6	\$ 79.5	\$ 90.0	\$ 31.3
Deduct: Equity earnings net of dividends	(0.2)	0.1	(0.3)	(0.2)	(0.6)	(0.7)
Deduct: Pre-tax income of noncontrolling interests	1.9	2.7	1.9	3.1	0.8	1.7
Add: Fixed charges	47.0	59.7	69.4	55.5	52.9	26.2
Earnings as defined	\$ 61.5	\$75.1	\$86.4	\$132.1	\$142.7	\$ 56.5
<b>Fixed charges:</b>						
Interest expensed	\$ 38.2	\$51.7	\$61.3	\$ 45.9	\$ 40.8	\$ 20.2
Interest capitalized	—	—	0.2	0.3	—	—
Other	—	—	—	—	0.4	0.3
Rents	28.5	25.7	26.1	31.1	39.0	19.2
Interest factor	31%	31%	31%	31%	31%	31%
Estimated interest component of rent	8.8	8.0	8.1	9.6	12.1	6.0
Total fixed charges	\$ 47.0	\$59.7	\$69.6	\$ 55.8	\$ 53.3	\$ 26.5
<b>Ratio of earnings to fixed charges</b>	<b>1.31</b>	<b>1.26</b>	<b>1.24</b>	<b>2.37</b>	<b>2.68</b>	<b>2.13</b>
Preference dividends	\$ 77.5	\$29.0	\$ —	\$ —	\$ —	\$ —
Ratio of pre-tax income to net income	2.22	1.72	—	—	—	—
Preferred dividend factor	\$172.1	\$49.9	\$ —	\$ —	\$ —	\$ —
<b>Ratio of earnings to combined fixed charges and preference dividends (1)</b>	<b>—</b>	<b>—</b>	<b>1.24</b>	<b>2.37</b>	<b>2.68</b>	<b>2.13</b>

(1) Earnings were insufficient to cover combined fixed charges and preference dividends by \$157.6 million in 2004 and \$34.5 million in 2005.

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption "Experts" in this Registration Statement (Form S-3 File No. 333-160399) and related Prospectus of Koppers Holdings Inc. for the registration of debt securities, common stock, preferred stock, and warrants and to the incorporation by reference therein of our report dated February 18, 2009 (except for Note 22 and the effects of adopting SFAS 160 in Note 3, as to which the date is September 4, 2009), with respect to the consolidated financial statements and schedule of Koppers Holdings, Inc., included in its Current Report (Form 8-K) dated September 4, 2009, and our report dated February 18, 2009 with respect to the effectiveness of internal control over financial reporting of Koppers Holdings Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2008, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Pittsburgh, Pennsylvania  
September 4, 2009

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers UK Transport Limited, a company organized under the laws of the United Kingdom (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Inc., a Pennsylvania corporation (the "Corporation"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Corporation this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Corporation, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Corporation thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Corporation as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

 President and Chief Executive  
 Officer and Director (Principal  
 Executive Officer)

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers UK Limited, a company organized under the laws of the United Kingdom (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers UK Holding Limited, a company organized under the laws of the United Kingdom (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Lambson Limited, a company organized under the laws of the United Kingdom (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Tar Tech International A/S, a company organized under the laws of Denmark (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers European Holdings A/S, a company organized under the laws of Denmark (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Europe ApS, a company organized under the laws of Denmark (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Denmark A/S, a company organized under the laws of Denmark (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

Director

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Australia Holding Company Pty Limited, a company organized under the laws of Australia (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<hr/> /s/ Walter W. Turner Walter W. Turner	Director	August 27, 2009
<hr/> /s/ Kevin J. Fitzgerald Kevin J. Fitzgerald	Director	August 28, 2009

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of World-Wide Ventures Corporation, a Delaware corporation (the "Corporation"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Corporation this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Corporation, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Corporation thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Corporation as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner

President and Director  
(Principal Executive Officer)

August 27, 2009

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 Walter W. Turner

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Holdings Inc., a Pennsylvania corporation (the "Corporation"), hereby constitute and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Corporation this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Corporation in one or more series of (i) senior and subordinated debt securities issued by the Corporation and related guarantees of debt securities by certain of the Corporation's subsidiaries ("Debt Securities"), (ii) shares of the Corporation's common stock, par value \$0.01 per share, (iii) shares of the Corporation's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Corporation thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Corporation as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Walter W. Turner  
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 Walter W. Turner

President and Chief Executive  
 Officer and Director (Principal  
 Executive Officer)

August 27, 2009

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officers and/or directors of Koppers Asia LLC, a Delaware limited liability company (the "Company"), hereby constitutes and appoint Brian H. McCurrie and Steven R. Lacy, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power and authority in said agents and attorneys-in-fact, and in either or both of them, to sign for the undersigned and in their respective names as officers and/or directors of the Company this registration statement ("Registration Statement") on Form S-3 or other appropriate form for the registration under the Securities Act of 1933, as amended (the "Securities Act"), and pursuant to Rule 415 thereunder relating to the registration of the continuous or delayed offer with a proposed aggregate offering amount of up to \$325,000,000 in an offering by the Company, Koppers Holdings, Inc. (the "Parent") and certain other subsidiaries of the Parent, in one or more series of (i) senior and subordinated debt securities issued by the Parent and/or Koppers Inc. and related guarantees of debt securities by certain of the Parent's subsidiaries ("Debt Securities"), (ii) shares of the Parent's common stock, par value \$0.01 per share, (iii) shares of the Parent's preferred stock, par value \$0.01 per share ("Preferred Stock"), (iv) depositary shares representing Preferred Stock ("Depositary Shares"), or (v) warrants for the purchase of Common Stock, Preferred Stock or Debt Securities ("Warrants"); any and all amendments and supplements to the Registration Statement (including stickers, pre-effective and post-effective amendments); any and all additional registration statements relating to the same offering of securities as the Registration Statement that are filed pursuant to Rule 462(b) under the Securities Act and to attest to the seal of the Company thereon; and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, any state securities commission and any applicable securities exchange or securities self-regulatory organization; hereby granting to said attorneys-in-fact and agents, and each of them acting alone, the full power and authority to do and perform every act and thing requisite, necessary or advisable to be done in and about the premises, as fully and to all intents and purposes as any such officer and/or director might or could do in person; and said persons are authorized to take or cause to be taken any and all such further actions in connection therewith in the name and on behalf of the Company as they, in their sole discretion, deem necessary or appropriate.

SignatureCapacityDate

/s/ Kevin J. Fitzgerald  
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 Kevin J. Fitzgerald

Director (Principal Executive Officer)

August 28, 2009