
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) – February 6, 2006

KOPPERS HOLDINGS INC.

(Exact name of registrant as specified in charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

1-32737
(Commission File Number)

20-1878963
(I.R.S. Employer
Identification No.)

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

15219
(Zip code)

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

(Former name or former address, if changed since last report)
N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Effective February 6, 2006, the registrant entered into the Amendment to Stockholders' Agreement filed as Exhibit 99.1 hereto, the terms of which are incorporated by reference in this Item 1.01.

On February 6, 2006, the Consent and First Amendment to Credit Agreement between the registrant's wholly owned subsidiary, Koppers Inc., and the other parties named therein, filed as Exhibit 99.2 hereto, became effective; the terms of such Consent and First Amendment to Credit Agreement are incorporated by reference in this Item 1.01.

Effective February 6, 2006, the registrant adopted the following compensation arrangements for its directors. Each director who is not an employee will be paid a retainer fee of \$45,000 per year plus \$5,000 for each board committee chaired (with the exception of the audit committee, which chair will receive \$10,000). The Non-Executive Chairman will receive a supplemental annual retainer of \$30,000 per year. In addition, each director who is not an employee will be paid a supplemental committee meeting fee of \$1,000 for each committee meeting attended in excess of six and a supplemental board meeting fee of \$1,000 for each board meeting attended in excess of six. Each director who is not an employee also receives a one time supplemental fee of \$65,000. Each director who is not an employee will also receive an annual unrestricted stock grant valued at \$65,000, beginning in fiscal year 2007.

ITEM 1.02. TERMINATION OF A MATERIAL DEFINITIVE AGREEMENT.

Effective February 6, 2006, in connection with the completion of the registrant's initial public offering of its common stock, the advisory services agreement between the registrant's wholly owned subsidiary, Koppers Inc., and Saratoga Partners III, L.P. was terminated. Under this agreement, Koppers Inc. paid a management fee of \$150,000 per quarter to an affiliate of Saratoga Partners III, L.P. in lieu of director's fees to one of the directors of Koppers Inc. and the registrant, Christian L. Oberbeck, a managing director of Saratoga Partners III, L.P. In addition, during 2004 and 2003 the registrant or subsidiaries paid an affiliate of Saratoga Partners, III, L.P. \$0.5 million and \$1.6 million, respectively, related to advisory services related to refinancing activities. Saratoga Partners III, L.P. beneficially owns approximately 30.5% of the outstanding shares of common stock of the registrant. In connection with the termination of the agreement, the registrant or its subsidiary paid Saratoga Partners III, L.P. a financial advisory services termination fee of \$3.0 million.

ITEM 5.03. AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

Effective February 6, 2006, the registrant amended its Articles of Incorporation as set forth in Exhibit 3.1 hereto, the terms of which are incorporated by reference in this Item 5.03. Prior to such amendment, the terms of the registrant's Amended and Restated Articles of Incorporation were as set forth in Exhibit 3.1 to the registrant's Registration Statement No. 333-128250 on Form S-1; these terms are incorporated by reference in this Item 5.03.

Effective February 6, 2006, the registrant amended its Bylaws as set forth in Exhibit 3.2 hereto, the terms of which are incorporated by reference in this Item 5.03. Prior to such amendment, the terms of the registrant's Bylaws were as set forth in Exhibit 3.2 to the registrant's Registration Statement No. 333-128250 on Form S-1; these terms are incorporated by reference in this Item 5.03.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

<u>Exhibit Number</u>	<u>Description</u>
3.1	Amendment to Articles of Incorporation of Koppers Holdings Inc.
3.2	Amendment to Bylaws of Koppers Holdings Inc.
99.1	Amendment to Stockholders' Agreement, dated as of February 6, 2006, among Koppers Holdings Inc., Saratoga Partners III, L.P. and the Management Investors referred to therein.
99.2	Consent and First Amendment to Credit Agreement, dated as of December 2, 2005, among Koppers Inc., the Banks party thereto, PNC Bank, National Association, as Administrative Agent, National City Bank of Pennsylvania, as Syndication Agent, and Citizens Bank of Pennsylvania, Fleet National Bank and Wachovia Bank, National Association, as Co-Documentation Agents.

SIGNATURES

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

KOPPERS HOLDINGS INC.

By: /s/ Brian H. McCurrie

Brian H. McCurrie
Vice President and Chief Financial Officer

Dated: February 7, 2006

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>	<u>Method of Filing</u>
3.1	Amendment to Articles of Incorporation of Koppers Holdings Inc..	Filed herewith
3.2	Amendment to Bylaws of Koppers Holdings Inc.	Filed herewith
99.1	Amendment to Stockholders' Agreement, dated as of February 6, 2006, among Koppers Holdings Inc., Saratoga Partners III, L.P. and the Management Investors referred to therein.	Filed herewith
99.2	Consent and First Amendment to Credit Agreement, dated as of December 2, 2005, among Koppers Inc., the Banks party thereto, PNC Bank, National Association, as Administrative Agent, National City Bank of Pennsylvania, as Syndication Agent, and Citizens Bank of Pennsylvania, Fleet National Bank and Wachovia Bank, National Association, as Co-Documentation Agents.	Filed herewith

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KOPPERS HOLDINGS INC.
(a Pennsylvania Corporation)

ARTICLE I
NAME

Section 101. The name of the Corporation is Koppers Holdings Inc.

ARTICLE II
REGISTERED OFFICE

Section 201. The name of the Corporation's commercial registered office provider and the county of venue is Corporation Service Company, Allegheny County.

ARTICLE III
PURPOSE

Section 301. The purposes for which the Corporation is incorporated under the Pennsylvania Business Corporation Law of 1988, as amended (the "Business Corporation Law") are to engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under said Business Corporation Law.

ARTICLE IV
CAPITAL STOCK

Section 401. The aggregate number of shares of all classes of capital stock which the Corporation shall have authority to issue is 50,000,000 shares, of which 40,000,000 shares shall be voting common stock, \$.01 par value ("Common Stock") and 10,000,000 shares shall be preferred stock, \$.01 par value ("Preferred Stock") (the Common Stock and the Preferred Stock shall hereinafter collectively be called the "Stock").

Section 402. The Board of Directors of the Corporation (hereinafter referred to as the "Board of Directors" or the "Board") may declare, and cause to be paid, dividends to the holders of shares of the Stock out of any funds of the Corporation legally available for the payment of dividends.

Section 403. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, all of the holders of shares of the Common Stock shall be entitled, subject to the prior rights of any series of Preferred Stock, to share ratably, on a share-for-share basis, in any remaining assets of the Corporation available for distribution to its shareholders.

Section 404. Shares of Preferred Stock may be issued from time to time in one or more series. The Board is hereby authorized to fix the voting rights, if any, designations, powers, preferences and the relative, participating, optional and other rights, if any, and the qualifications, limitations or restrictions thereof, of any additional series of Preferred Stock; and to fix the number of shares constituting such series, and to increase or decrease the number of shares of any such additional series (but not below the number of shares then outstanding).

Section 405. Except as may otherwise be provided herein (including any certificate filed with the Secretary of State of Pennsylvania establishing the terms of a series of Preferred Stock) or by applicable law, each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which shareholders are entitled to vote. The shareholders of the Corporation shall not be entitled to cumulate their votes for the election of Directors.

ARTICLE V
CLASSIFICATION OF DIRECTORS

Section 501. The Board shall be classified into three classes, as nearly equal in number as possible. At the first meeting to be held after the adoption of these Amended and Restated Articles of Incorporation, one class shall be elected for a one year term, one class shall be elected for a two year term, and one class shall be elected for a three year term. Thereafter, at each annual meeting of shareholders, the shareholders entitled to vote shall elect Directors to the class whose term is then expiring to hold office for a three year term. Except as expressly provided in these Amended and Restated Articles of Incorporation or the Bylaws, each Director shall hold office for the term for which elected until his or her death, resignation, incapacity or until his or her successor shall be elected and shall qualify.

Section 502. The entire Board, any class of Directors or any Director may be removed only for cause by the holders of a majority of the outstanding Shares then entitled to vote at an election of Directors.

Section 503. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

Section 504. Except as set forth in these Amended and Restated Articles of Incorporation, the number and election of directors of the Corporation shall be determined in accordance with the Bylaws of the Corporation. Whenever holders of one or more series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, removal, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of any certificate or other document filed with the Secretary of State of Pennsylvania establishing the terms of such Preferred Stock.

ARTICLE VI
ACTION BY SHAREHOLDERS

Section 601. No action by shareholders may be taken without a meeting by consent except for the unanimous consent of all holders of Common Stock. Special meetings of the shareholders may be called only by the Board or the Chairman of the Board.

ARTICLE VII
BYLAWS

Section 701. Unless otherwise provided by law or in the Bylaws, (i) the Board of Directors is expressly authorized and empowered to adopt, amend and repeal any one or more Bylaws of the Corporation at any regular or special meeting, if notice of the proposed adoption, amendment or repeal of the Bylaws to be made is contained in the notice of such special meeting and (ii) any one or more Bylaws may be adopted, amended or repealed at any annual or special meeting of the shareholders if notice of the proposed adoption, alteration or repeal of the Bylaws to be made is contained in the notice of such meeting, by the affirmative vote of the holders of shares constituting two-thirds of the voting power of the outstanding Common Stock and Preferred Stock entitled to vote thereon.

ARTICLE VIII
AMENDMENT OF ARTICLES

Section 801. The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, any other provisions authorized by the laws of the Commonwealth of Pennsylvania at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon shareholders, directors or any other persons whomsoever by and pursuant to these Amended and Restated Articles of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article VIII.

ARTICLE IX
LIMITATION OF LIABILITY OF DIRECTORS

Section 901. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under Pennsylvania law.

ARTICLE X
NONAPPLICABILITY OF CERTAIN PROVISIONS

Section 1001. Subchapters 25(E), 25(F), 25(G), 25(H), 25(I) and 25(J) of the Pennsylvania Business Corporation Law shall not be applicable to the Corporation.

BYLAWS
OF
Koppers Holdings Inc.
(a Pennsylvania Corporation)

ARTICLE I
Offices and Fiscal Year

Section 1.01. Registered Office Provider. The name of the registered office provider of the corporation and the county of venue is Corporation Service Company, Allegheny County, until otherwise established by an amendment of the articles of incorporation (the “articles”) or by the Board of Directors and a record of such change is filed with the Pennsylvania Department of State in the manner provided by law.

Section 1.02. Other Offices. The corporation may also have offices at such places within or without the Commonwealth of Pennsylvania as the Board of Directors may from time to time appoint or the business of the corporation may require.

Section 1.03. Fiscal Year. The fiscal year of the corporation shall begin on the 1st day of January in each year.

ARTICLE II
Notice—Waivers—Meetings Generally

Section 2.01. Manner of Giving Notice.

General Rule. Whenever written notice is required to be given to any person under the provisions of the Pennsylvania Business Corporation Law of 1988 (the “Business Corporation Law”) or by the articles or these bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by courier service, charges prepaid, or by facsimile transmission, to the address (or to the facsimile number) of the person appearing on the books of the corporation or, in the case of directors, supplied by the director to the corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person or, in the case of facsimile transmission, when received. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by any other provision of the Business Corporation Law, the articles or these bylaws.

Section 2.02. Notice of Meetings of Board of Directors. Notice of a regular meeting of the Board of Directors need not be given, except as required by law. Notice of every special meeting of the Board of Directors shall be given to each director by telephone or in writing at least five days before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in a notice of the meeting.

Section 2.03. Notice of Meetings of Shareholders.

(a) General Rule. Written notice of every meeting of the shareholders shall be given by, or at the direction of, the secretary or other authorized person to each shareholder of record entitled to vote at the meeting at least (1) ten days prior to the day named for a meeting called to consider a fundamental change under 15 Pa. C.S.A. Chapter 19 or (2) five days prior to the day named for the meeting in any other case. If the secretary neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of shareholders, the notice shall specify the general nature of the business to be transacted.

(b) Notice of Action by Shareholders on Bylaws. In the case of a meeting of shareholders that has as one of its purposes action on the bylaws, written notice shall be given to each shareholder that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of the bylaws. There shall be included in, or enclosed with, the notice a copy of the proposed amendment or a summary of the changes to be affected thereby.

(c) Adjourned Shareholder Meetings. When a meeting of shareholders is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the board fixes a new record date for the adjourned meeting in which event notice shall be given in accordance with this Section 2.03.

Section 2.04. Waiver of Notice.

(a) Written Waiver. Whenever any written notice is required to be given under the provisions of the Business Corporation Law, the articles or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting.

(b) Waiver by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Section 2.05. Modification of Proposal Contained in Notice. Whenever the language of a proposed resolution is included in a written notice of a meeting required to be given under the provisions of the Business Corporation Law or the articles or these bylaws, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

Section 2.06. Exception to Requirement of Notice.—Shareholders Without Forwarding Addresses. Notice or other communications need not be sent to any shareholder with whom the corporation has been unable to communicate for more than 24 consecutive months because communications to the shareholder are returned unclaimed or the shareholder has otherwise failed to provide the corporation with a current address. Whenever the shareholder provides the corporation with a current address, the corporation shall commence sending notices and other communications to the shareholder in the same manner as to other shareholders.

Section 2.07. Use of Conference Telephone and Similar Equipment. Any director may participate in any meeting of the Board of Directors, and the Board of Directors may provide by resolution with respect to a specific meeting or with respect to a class of meetings that one or more persons may participate in a meeting of the shareholders of the corporation, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

ARTICLE III

Shareholders

Section 3.01. Place of Meeting. All meetings of the shareholders of the corporation shall be held at the registered office of the corporation unless another place is designated by the Board of Directors in the notice of a meeting.

Section 3.02. Annual Meeting. The Board of Directors may fix and designate the date and time of the annual meeting of the shareholders, but if no such date and time is fixed and designated by the board, the meeting for any calendar year shall be held on the third Wednesday of April in such year, if not a legal holiday under the laws of the Commonwealth of Pennsylvania, and, if a legal holiday, then on the next succeeding business day, not a Saturday, at 10:00 a.m. Nominations for the election of directors may be made only by the Board of Directors or a committee appointed by the Board of Directors or by any shareholder entitled to vote for the election of directors; but a nomination may be made by a shareholder only if written notice of such nomination has been given not later than 90 days in advance of the meeting at which the election is to be held. Each such notice shall set forth: (a) the name and address of the shareholder who intends to make the nomination and of the person or persons to be nominated; (b) a representation that the shareholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understandings between the shareholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder; (d) such other information regarding each nominee proposed by such shareholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission, had the nominee been nominated by the Board of Directors; and (e) the consent of each nominee to serve as a director of the corporation if so elected.

Section 3.03. Special Meetings. Special meetings of the shareholders may be called at any time by resolution of the Board of Directors or the Chairman of the Board of Directors, which may fix the date, time and place of the meeting. If the board or chairman does not fix the date, time or place of the meeting, it shall be the duty of the secretary to do so. A date fixed by the secretary shall not be more than 60 days after the date of the adoption of the resolution of the board calling the special meeting.

Section 3.04. Quorum and Adjournment, General Rule. A meeting of shareholders of the corporation duly called shall not be organized for the transaction of business unless a quorum is present. The presence in person or by proxy of shareholders entitled to cast at least a majority of the votes which all shareholders are entitled to cast on the particular matter shall constitute a quorum for the purposes of acting on such matter.

Section 3.05. Action by Shareholders. Except as otherwise provided in the Business Corporation Law, the articles, or these bylaws, when a quorum is present at a meeting, the vote of shareholders present, in person or by proxy, entitled to cast at least a majority of the votes which all shareholders present and voting (excluding abstentions) are entitled to cast on a particular matter shall decide such matter.

Section 3.06. Organization. At every meeting of the shareholders, the chairman of the board, if there be one, or, in the case of vacancy in office or absence of the chairman of the board, one of the following persons present in the order stated: the Chief

Executive Officer, the President, the vice presidents in their order of rank and seniority, or a person chosen by vote of the shareholders present, shall act as chairman of the meeting. The secretary or, in the absence of the secretary, an assistant secretary shall act as secretary of the meeting.

Section 3.07. Voting Rights of Shareholders. Unless otherwise provided in the articles, every shareholder of the corporation shall be entitled to one vote for every share outstanding in the name of the shareholder on the books of the corporation.

Section 3.08. Voting and Other Action by Proxy.

(a) General Rule.

(1) Every shareholder entitled to vote at a meeting of shareholders may authorize another person to act for the shareholder by proxy.

(2) The presence of, or vote or other action at a meeting of shareholders by a proxy of a shareholder shall constitute the presence of, or vote or action by the shareholder.

(b) Execution and Filing. Every proxy shall be executed in writing by the shareholder or by the duly authorized attorney-in-fact of the shareholder and filed with the secretary of the corporation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the secretary of the corporation. An unrevoked proxy shall not be valid after three years from the date of its execution unless a longer time is expressly provided therein.

Section 3.09. Voting by Fiduciaries and Pledges. Shares of the corporation standing in the name of a trustee or other fiduciary and shares held by an assignee for the benefit of creditors or by a receiver may be voted by the trustee, fiduciary, assignee or receiver. A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, or a nominee of the pledgee, but nothing in this section shall affect the validity of a proxy given to a pledgee or nominee.

Section 3.10. Voting by Joint Holders of Shares, General Rule. Where shares of the corporation are held jointly or as tenants in common by two or more persons, as fiduciaries or otherwise:

(a) if only one or more of such persons is present in person or by proxy, all of the shares standing in the names of such persons shall be deemed to be represented for the purpose of determining a quorum and the corporation shall accept as the vote of all the shares the vote cast by a joint owner or a majority of them; and

(b) if the persons are equally divided upon whether the shares held by them shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among the persons without prejudice to the rights of the joint owners or the beneficial owners thereof among themselves.

Section 3.11. Voting by Corporations.

(a) Voting by Corporate Shareholders. Any corporation that is a shareholder of this corporation may vote at meetings of shareholders of this corporation by any of its officers or agents, or by proxy appointed by any officer or agent, unless some other person, by resolution of the Board of Directors of the other corporation or a provision of its articles or bylaws, a copy of which resolution or provision certified to be correct by one of its officers has been filed with the secretary of this corporation, is appointed its general or special proxy in which case that person shall be entitled to vote the shares.

(b) Controlled Shares. Shares of this corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the Board of Directors of this corporation, as such, shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares for voting purposes at any given time.

ARTICLE IV

Board of Directors

Section 4.01. Powers; Personal Liability.

(a) General Rule. Unless otherwise provided by statute, all powers vested by law in the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors.

(b) Personal Liability of Directors.

(1) A director shall not be personally liable, as such, for monetary damages (including, without limitation, any

judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless: (i) the director has breached or failed to perform the duties of his or her office under Subchapter 17B of the Business Corporation Law or any successor provision; and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(2) The provisions of paragraph (1) shall 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 local, State or Federal law.

(c) Notation of Dissent. A director of the corporation who is present at a meeting of the Board of Directors, or of a committee of the board, at which action on any corporate matter is taken on which the director is generally competent to act, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the director files his or her written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the secretary of the corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action. Nothing in this section shall bar a director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the director notifies the secretary, in writing, of the asserted omission or inaccuracy.

Section 4.02. Selection of Directors. The number, qualifications, manner of election, time and place of meeting, compensation and powers and duties of the directors of the corporation shall be fixed from time to time by or pursuant to these bylaws and the articles.

Section 4.03. Number and Term of Office.

(a) Number.—The Board of Directors shall consist of such number of directors, not less than 5 nor more than 15, as may be determined from time to time by resolution of the Board of Directors.

(b) Term of Office. Each director shall hold office as provided in the articles.

Section 4.04. Place of Meetings. Meetings of the Board of Directors may be held at such place within or without the Commonwealth of Pennsylvania as the Board of Directors may from time to time appoint or as may be designated in the notice of the meeting.

Section 4.05. Organization of Meetings. At every meeting of the Board of Directors, the chairman of the board, if there be one, or, in the case of a vacancy in the office or absence of the chairman of the board, one of the following officers present in the order stated: the Chief Executive Officer, the President, the vice presidents in their order of rank and seniority, or a person chosen by a majority of the directors present, shall act as chairman of the meeting. The secretary or, in the absence of the secretary, an assistant secretary shall act as secretary of the meeting.

Section 4.06. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by resolution of the Board of Directors.

Section 4.07. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the chairman or by two or more of the directors.

Section 4.08. Quorum of and Action by Directors.

(a) General Rule. A majority of the directors in office of the corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

(b) Action by Written Consent. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the directors in office is filed with the secretary of the corporation.

Section 4.09. Committees.

(a) Establishment and Powers. The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one or more committees to consist of one or more directors of the corporation. There shall be a Human Resources and Compensation Committee, an Audit Committee, a Pension Committee, a Finance Committee, and a Corporate Governance and Nominating Committee. The Human Resources and Compensation Committee may determine to retain an independent compensation consultant to assist it in carrying out its duties.

With respect to each such committee, the Board of Directors shall, by one or more resolutions adopted by a majority of the whole board, determine the duties and responsibilities, determine the number of members, appoint the members and the committee chair and fill each vacancy occurring in the membership.

Section 4.10. Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services as directors and a director may be a salaried officer of the corporation.

Section 4.11. Vacancies. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of directors, shall be filled by a majority vote of the directors then in office, thought less than a quorum, except as otherwise required by the Business Corporation Law.

ARTICLE V

Officers

Section 5.01. Officers Generally.

(a) Number, Qualifications and Designation. The officers of the corporation shall be a President and Chief Executive Officer, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of Section 5.03. Officers may but need not be directors or shareholders of the corporation. The Board of Directors may elect from among the members of the board a chairman of the board and a vice chairman of the board.

(b) Bonding. The corporation may secure the fidelity of any or all of its officers by bond or otherwise.

(c) Standard of Care. In lieu of the standards of conduct otherwise provided by law, officers of the corporation shall be subject to the same standards of conduct, including standards of care and loyalty and rights of justifiable reliance, as shall at the time be applicable to directors of the corporation. An officer of the corporation shall not be personally liable, as such, to the corporation or its shareholders for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless the officer has breached or failed to perform the duties of his or her office under the articles of incorporation, these bylaws, or the applicable provisions of law and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this subsection shall not apply to the responsibility or liability of an officer pursuant to any criminal statute or for the payment of taxes pursuant to local, state or federal law.

Section 5.02. Election, Term of Office and Resignations.

(a) Election and Term of Office. The officers of the corporation, except those elected by delegated authority pursuant to Section 5.03, shall be elected annually by the Board of Directors, and each such officer shall hold office for a term of one year and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

(b) Resignations. Any officer may resign at any time upon written notice to the corporation. The resignation shall be effective upon receipt thereof by the corporation or at such subsequent time as may be specified in the notice of resignation.

Section 5.03. Subordinate Officers, Committees and Agents. The Board of Directors may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the corporation may require. The Board of Directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

Section 5.04. Removal of Officers and Agents. Any officer or agent of the corporation may be removed by the Board of Directors with or without cause. The removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.05. Authority. General Rule. All officers of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the corporation as may be provided by or pursuant to resolutions or orders of the Board of Directors or, in the absence of controlling provisions in the resolutions or orders of the Board of Directors, as may be determined by or pursuant to these bylaws.

Section 5.06. The Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors at which he is present and shall call meetings of the board and board committees when he deems them necessary. Unless otherwise precluded from doing so by these bylaws, he may be a member of the committees of the board. He shall act as chairman at all meetings of the shareholders at which he is present unless he elects that the Chief Executive Officer shall so preside. The Chairman of the Board may be designated by the board as an officer of the corporation and may be elected by the board as the Chief Executive Officer. The Chairman of the Board shall perform all duties as may be assigned to him by the Board of Directors.

Section 5.07. The President and Chief Executive Officer. The President shall have such powers and duties as may, from time to time, be prescribed by the Board of Directors. Unless the Board of Directors shall otherwise direct, the President shall be the Chief Executive Officer of the corporation.

The Chief Executive Officer shall have general charge of the affairs of the corporation, subject to the control of the Board of

Directors. He may appoint all officers and employees of the corporation for whose election no other provision is made in these bylaws, and may discharge or remove any officer or employee, subject to action thereon by the Board of Directors as required by these bylaws. He shall be the officer through whom the board delegates authority to corporate management, and shall be responsible to see that all orders and resolutions of the board are carried into effect by the proper officers or other persons. He shall also perform all duties as may be assigned to him by the Board of Directors. The Chief Executive Officer shall sign, execute, and acknowledge, in the name of the corporation, deeds, mortgages, bonds, contracts or other instruments, authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these bylaws, to some other officer or agent of the corporation.

Section 5.08. The Vice Presidents. The Vice Presidents shall perform such duties as may from time to time be assigned to them by the Board of Directors or the President.

Section 5.09. The Secretary. The Secretary or an Assistant Secretary shall attend all meetings of the shareholders and of the Board of Directors and all committees thereof and shall record all the votes of the shareholders and of the directors and the minutes of the meetings of the shareholders and of the Board of Directors and of committees of the board in a book or books to be kept for that purpose; shall see that notices are given and records and reports properly kept and filed by the corporation as required by law; shall be the custodian of the seal of the corporation and see that it is affixed to all documents to be executed on behalf of the corporation under its seal; and, in general, shall perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned by the board or the President.

Section 5.10. The Treasurer. The Treasurer or an Assistant Treasurer shall have or provide for the custody of the funds or other property of the corporation; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the corporation; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the board may from time to time designate; shall, whenever so required by the board, render an account showing all transactions as Treasurer, and the financial condition of the corporation; and, in general, shall discharge such other duties as may from time to time be assigned by the board or the President.

ARTICLE VI

Certificates of Stock, Transfer, Etc.

Section 6.01. Share Certificates.

(a) Form of Certificates. Certificates for shares of the corporation shall be in such form as approved by the Board of Directors, and shall state that the corporation is incorporated under the laws of the Commonwealth of Pennsylvania, the name of the person to whom issued, and the number and class of shares and the designation of the series (if any) that the certificate represents.

(b) Share Register. The share register or transfer books and blank share certificates shall be kept by the Secretary or by any transfer agent or registrar designated by the Board of Directors for that purpose.

Section 6.02. Certificates of Stock. The shares of stock of the corporation shall be represented by certificates of stock, signed by the President or one of the Vice Presidents or other officer designated by the board, countersigned by the Secretary or an Assistant Secretary and sealed with the corporate seal of the corporation; and if such certificates of stock are signed or countersigned by a corporate transfer agent or a corporate registrar of this corporation, such signature of the President, Vice President or other officer, such counter-signature of the Secretary or Assistant Secretary, and such seal, or any of them, may be executed in facsimile, engraved or printed.

ARTICLE VII

Indemnification of Directors, Officers and Other Authorized Representatives

Section 7.01. Scope of Indemnification.

(a) General Rule. The corporation shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where such indemnification is expressly prohibited by applicable law;

(2) until such time as the conduct of the indemnified representative has been finally determined pursuant to Section 7.06 or otherwise: (i) to constitute willful misconduct or recklessness within the meaning of 15 Pa. C.S.A. § 1746(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or (ii) to be based upon or attributable to the receipt by the indemnified representative from the corporation of a personal benefit to which the indemnified representative is not legally entitled; or (3) to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 7.06 to be otherwise unlawful.

(b) Partial Payment. If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the corporation shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

(c) Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

(d) Definitions. For purposes of this article:

(1) "indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a director, officer, employee or agent of the corporation, or, at the request of the corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

(2) "indemnified representative" means any and all directors and officers of the corporation and any other person designated as an indemnified representative by the Board of Directors of the corporation (which may, but need not, include any person serving at the request of the corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

(3) "liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursements); and

(4) "proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the corporation, a class of its security holders or otherwise.

Section 7.02. Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this article, the corporation shall not indemnify under this article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the directors in office. This section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 7.06 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this article.

Section 7.03. Advancing Expenses. The corporation shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 7.01 or the initiation of or participation in a proceeding which is authorized pursuant to Section 7.02 upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined pursuant to Section 7.06 that such person is not entitled to be indemnified by the corporation pursuant to this article. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

Section 7.04. Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and directors and shall not be subject to voidability.

Section 7.05. Payment of Indemnification. An indemnified representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the secretary of the corporation.

Section 7.06. Arbitration.

(a) General Rule. Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this article, except with respect to indemnification for liabilities arising under the Securities Act of 1933 that the corporation has undertaken to submit to a court for adjudication, shall be decided by arbitration in Pittsburgh, Pennsylvania, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a single arbitrator selected by agreement of the parties. In the event that the parties cannot agree upon the selection of an arbitrator within ten (10) days after arbitration is initiated, the parties agree that the American Arbitration Association in Pittsburgh, Pennsylvania will select the arbitrator.

(b) Arbitration Procedures. The arbitrator shall decide the dispute or controversy in accordance with the following procedures:

(1) Within ten (10) days of the selection of an arbitrator, each party shall submit to the arbitrator its written position (the "Initial Submission") provided that neither memorandum of position shall exceed 10 pages, double spaced plus such documentary evidence as the parties deem necessary. In connection with the Initial Submission, neither of the parties may submit (and the arbitrator may not accept) any additional documentation (including affidavits).

(2) Within ten (10) days of the delivery of the Initial Submission, each party may submit to the arbitrator a reply memorandum (the "Reply Submission"), provided that neither reply memorandum shall exceed 5 pages, double spaced. In connection with the Reply Submission, neither of the parties may submit (and the arbitrator may not accept) any additional documentation (including affidavits).

(3) Within ten (10) days of the expiration of the period for the delivery of the Reply Submission, the arbitrator, if he or she deems it necessary or advisable, may call a hearing which may be by telephone conference (the "Hearing"). At any Hearing, the arbitrator may ask representatives and counsel for the parties questions with respect to the issue to be decided and positions of the parties. In connection with the Hearing, neither of the parties may offer (and the arbitrator may not accept) any testimony or additional documentation (including affidavits).

(4) Within seven (7) days after the later to occur, if such is to occur, of (i) the Hearing or (ii) the Reply Submission, the arbitrator shall render his or her decision.

(5) The arbitrator shall notify promptly the parties in writing of the decision, together with the amount of any dispute resolution costs arising with respect thereto (the "Notice of Decision"). The Notice of Decision need not contain an explanation of the decision or grounds therefor.

(6) The decision entered by the arbitrator shall be final, binding and nonappealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction, except that the corporation shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Section 7.01(a)(2) in a proceeding not directly involving indemnification under this article. This arbitration provision shall be specifically enforceable.

(c) Qualifications of Arbitrator. The arbitrator selected as provided herein is required to be or have been a director or executive officer of a corporation whose shares of common stock were listed during at least one year of such service on the New York Stock Exchange or the American Stock Exchange or quoted on the National Association of Securities Dealers Automated Quotations System.

(d) Burden of Proof. The party or parties challenging the right of an indemnified representative to the benefits of this article shall have the burden of proof.

(e) Expenses. The corporation shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

Section 7.07. Contribution. If the indemnification provided for in this article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the corporation shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this article or otherwise.

Section 7.08. Contract Rights; Amendment or Repeal. All rights under this article shall be deemed a contract between the corporation and the indemnified representative pursuant to which the corporation and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 7.09. Scope of Article. The rights granted by this article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this article shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 7.10. Reliance on Provisions. Each person who shall act as an indemnified representative of the corporation shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this article.

Section 7.11. Interpretation. The provisions of this article are intended to constitute bylaws authorized by 15 Pa. C.S.A. § 1746.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The corporation shall have a corporate seal in the form of a circle containing the name of the corporation, the year of incorporation and such other details as may be approved by the Board of Directors. The affixation of the corporate seal shall not be necessary to the valid execution, assignment or endorsement by the corporation of any instrument or other document.

Section 8.02. Checks. All checks, notes, bills of exchange or other similar orders in writing shall be signed by such one or more officers or employees of the corporation as the Board of Directors may from time to time designate.

Section 8.03. Contracts.

(a) General Rule. Except as otherwise provided in the Business Corporation Law in the case of transactions that require action by the shareholders, the Board of Directors may authorize any officer or agent to enter into any contract or to execute or deliver any instrument on behalf of the corporation, and such authority may be general or confined to specific instances.

(b) Statutory Form of Execution of Instruments. Any note, mortgage, evidence of indebtedness, contract or other document, or any assignment or endorsement thereof, executed or entered into between the corporation and any other person, when signed by one or more officers or agents having actual or apparent authority to sign it, or by the President or Vice President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer of the corporation, shall be held to have been properly executed for and in behalf of the corporation, without prejudice to the rights of the corporation against any person who shall have executed the instrument in excess of his or her actual authority.

Section 8.04. Corporate Records.

(a) Required Records. The corporation shall keep complete and accurate books and records of account, minutes of the proceedings of the incorporators, shareholders and directors and a share register giving the names and addresses of all shareholders and the number and class of shares held by each. The share register shall be kept at either the registered office of the corporation in the Commonwealth of Pennsylvania or at its principal place of business wherever situated or at the office of its registrar or transfer agent. Any books, minutes or other records may be in written form or any other form capable of being converted into written form within a reasonable time.

(b) Right of Inspection. Every shareholder shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the share register, books and records of account, and records of the proceedings of the incorporators, shareholders and directors and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to the interest of the person as a shareholder. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the shareholder. The demand shall be directed to the corporation at its registered office in the Commonwealth of Pennsylvania or at its principal place of business wherever situated.

FOURTH AMENDMENT TO STOCKHOLDERS' AGREEMENT

THIS FOURTH AMENDMENT TO STOCKHOLDERS' AGREEMENT (this "Amendment") is made as of the 6th day of February, 2006, by and among **KOPPERS HOLDINGS INC.**, a Pennsylvania corporation ("Holdings"), **SARATOGA PARTNERS III, L.P.**, a Delaware limited partnership ("Saratoga") and the Representatives of the Management Investors (as defined in the Stockholders' Agreement).

RECITALS:

WHEREAS, Holdings, Saratoga and certain Management Investors (as defined in the Stockholders' Agreement) are parties to a Stockholders' Agreement dated December 1, 1997 (as amended by the First, Second and Third Amendments thereto, the "Stockholders' Agreement"); and

WHEREAS, substantially simultaneously with the execution of this Amendment, Holdings is consummating a public offering of shares of its common stock; and

WHEREAS, as contemplated by the registration statement with respect to such public offering, Holdings, Saratoga and the Representatives of the Management Investors desire to amend the Stockholders' Agreement to eliminate all provisions thereof except those that relate to registration rights and necessary ancillary provisions; and

WHEREAS, the Stockholders' Agreement may be amended by a written instrument signed by Saratoga, the Representatives of the Management Investors, Koppers, and any stockholder holding at least 5% of the outstanding Voting Shares (as defined in the Stockholders' Agreement); and

WHEREAS, there is no stockholder who holds at least 5% of the outstanding Voting Shares.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated by reference herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The recitals set forth above are incorporated into and made a part of this Amendment.

2. Capitalized terms used in this Amendment and not otherwise defined shall have the same meanings ascribed to those terms in the Stockholders' Agreement, as may be amended hereby.

3. The following sections of the Stockholders' Agreement are hereby deleted and the section number of each of such deleted sections shall be followed by the phrase "[Intentionally Omitted]": Section 2 (comprising Sections 2.1 through 2.5), Section 3 (comprising Sections 3.1 through 3.5), Section 4 (comprising Sections 4.1 through 4.3), Section 5, Section 6 (comprising Sections 6.1 and 6.2), Section 7 (comprising Sections 7.1 through 7.6), Section 8 (comprising Sections 8.1 through 8.6), Section 9.4, Section 9.5, Section 11.1, Section 11.2, Section 11.3, Section 11.4, Section 11.5, Section 11.9 and Section 11.11.

4. Section 11.6 of the Stockholders' Agreement is hereby amended to read in its entirety as follows:

11.6. Term. This Agreement shall terminate ten years from the date of the Effective Date.

5. Section 11.10 of the Stockholders' Agreement is hereby amended to read in its entirety as follows:

11.10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Section 11.8 of the Stockholders' Agreement is hereby amended so that the addresses for notices to the Company (i.e., Holdings) and the Management Investors read as follows:

If to the Company:

Koppers Holdings Inc.
436 Seventh Avenue
Pittsburgh, PA 15219

Attn: Steven R. Lacy, Esq.

Copy to:

Reed Smith LLP
435 Sixth Avenue
Pittsburgh, PA 15219

Attn: Alan E. London, Esq.

If to the Management Investors:

Koppers Holdings Inc.
436 Seventh Avenue
Pittsburgh, PA 15219

Attn: Walter W. Turner

7. Section 11.14 of the Stockholders' Agreement is hereby amended to read in its entirety as follows:

11.14. Entire Agreement; Amendment. This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated herein, supersedes all prior written agreements and negotiations and oral understandings, if any, and may not be amended, supplemented or discharged except by an instrument in writing signed by Saratoga, the Company and Walter W. Turner (on behalf of all Stockholders other than Saratoga), provided, however, that Saratoga's consent to an amendment shall not be required if Saratoga ceases to own any Shares.

8. Schedule II to the Stockholders' Agreement is hereby deleted in its entirety and replaced with the Schedule II attached hereto.

9. For avoidance of doubt, it is confirmed that the meaning of the Stockholders' Agreement as amended hereby is that the references to "Stockholder" in Sections 9.1, 9.2 and 9.3 of the Stockholders' Agreement are references to Saratoga and the Management Investors and are not references to other shareholders of Holdings who are not parties to the Stockholders' Agreement.

10. Saratoga, Holdings and the Representatives of the Management Investors hereby ratify and confirm the Stockholders' Agreement, as amended by this Amendment, in all respects.

11. This Amendment may be executed in counterparts, as may be deemed necessary and convenient by the parties hereto, each of which counterparts, when so executed and delivered, shall be deemed an original, but all of such counterparts shall constitute but one and the same instrument.

12. This Amendment shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

Schedule II
DEFINITIONS

In addition to other words and terms defined elsewhere in the Agreement (including its preamble and recitals), as used in the Agreement and in any of the exhibits and schedules thereto, the following words and terms shall have the following respective meanings, unless otherwise defined or the context otherwise clearly requires:

“Agreement” means this Stockholders’ Agreement.

“Company” has the meaning set forth in the preface of the Agreement.

“Effective Date” has the meaning set forth in the preface of the Agreement.

“Hearing” has the meaning set forth in §10.2(c).

“Initial Public Offering” has the meaning set forth in §9.1

“Initial Submission” has the meaning set forth in §10.2(a).

“Management Investor” has the meaning set forth in the preface of the Agreement.

“Notice of Decision” has the meaning set forth in §10.2(e).

“Preferred Shares” has the meaning set forth in the preface of the Agreement.

“Reply Submission” has the meaning set forth in §10.2(b).

“Saratoga” has the meaning set forth in the preface of the Agreement.

“Securities Act” has the meaning set forth in §2.4(k).

“Senior Convertible Preferred Shares” has the meaning set forth in the preface of the Agreement.

“Shares” has the meaning set forth in the preface of the Agreement.

“Stockholder” has the meaning set forth in the preface of the Agreement.

“Voting Shares” has the meaning set forth in the preface of the Agreement.

“Voting Stockholder” has the meaning set forth in the preface of the Agreement.

CONSENT AND FIRST AMENDMENT TO CREDIT AGREEMENT

THIS CONSENT AND FIRST AMENDMENT TO CREDIT AGREEMENT (the "Consent and Amendment"), dated as of December 2, 2005, amends that certain Amended and Restated Credit Agreement dated as of August 15, 2005 (the "Credit Agreement"), by and among **KOPPERS INC.**, a Pennsylvania corporation (the "Borrower"), **EACH OF THE GUARANTORS** (as defined in the Credit Agreement), the **BANKS** (as defined in the Credit Agreement), **PNC BANK, NATIONAL ASSOCIATION**, as Administrative Agent (the "Administrative Agent"), **NATIONAL CITY BANK OF PENNSYLVANIA**, as Syndication Agent, and **CITIZENS BANK OF PENNSYLVANIA, BANK OF AMERICA, N.A. and FIRST COMMONWEALTH BANK**, as Co-Documentation Agents.

WITNESSETH:

WHEREAS, Borrower has requested, and the Banks have agreed, subject to the terms and conditions herein, to amend the Credit Agreement to, among other matters, permit KI Holdings to do an initial public offering of its shares.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements herein contained and intending to be legally bound hereby, covenant and agree as follows:

I. Definitions.

Capitalized terms not otherwise defined herein have the meanings given to them in the Credit Agreement.

II. Amendments to Credit Agreement.

A. Section 3.3 [Term Loan Notes] of the Credit Agreement is hereby amended and restated as follows:

"3.3 Term Loan Notes.

The Obligation of the Borrower to repay the unpaid principal amount of the Term Loans made to it by each Bank, together with interest thereon, shall be evidenced by a Term Note dated on or about December 19, 2005 in substantially the form attached hereto as Exhibit 1.1(T) payable to the order of each Bank in a face amount equal to the Term Loan of such Bank. The principal amount as provided therein of the Term Notes shall be payable in 15 quarterly installments on the first day of each February, May, August, and November after the date of such Term Notes, each in the amount of \$1,000,000, commencing on May 1, 2006 through August 1, 2009, with a final payment of all outstanding principal and interest on the Term Loans due on the Term Loan Maturity Date."

B. Section 8.2.8 [Affiliate Transactions] of the Credit Agreement is hereby amended and restated as follows:

"8.2.8 Affiliate Transactions.

Each of the Loan Parties shall not, and shall not permit any of its Subsidiaries to, enter into or carry out any transaction with an Affiliate (other than a Loan Party or a wholly-owned Subsidiary of a Loan Party to the extent not otherwise prohibited by this Agreement) (including purchasing property or services from or selling property or services to any Affiliate of any Loan Party or other Person) unless such transaction is not otherwise prohibited by this Agreement, is entered into in the ordinary course of business upon fair and reasonable arm's-length terms and conditions which are of a type which are or have previously been fully disclosed to the Administrative Agent and is in accordance with all applicable Law; it being agreed that prior to the payment of the fee described in the next succeeding sentence, the performance of the Advisory Services Agreement, dated as of December 1, 1997 (the "Advisory Services Agreement"), between the Borrower and Saratoga is permitted hereunder, and the payment by the Borrower of the fees in the amounts set forth in Sections 3(b) and (c), 4 and 5 of the Advisory Services Agreement is permitted hereunder. Effective upon the initial public offering of KI Holdings, the Borrower is permitted to terminate the Advisory Services Agreement, and in connection therewith, the Borrower is permitted to pay a financial advisor services termination fee in an amount not to exceed \$3,000,000 (the "Financial Advisor Services Termination Fee"). Upon payment by the Borrower of such Financial Advisor Services Termination Fee, the Advisory Services Agreement is terminated and no further payments shall be permitted to be made in connection with the Advisory Services Agreement."

C. Section 9.1.13 [Change of Control] of the Credit Agreement is hereby amended and restated as follows:

"9.1.13 Change of Control.

(i) any Person other than the Investors and their controlled (but not controlling or commonly controlled) Affiliates shall become the beneficial owner of more than 50% of the voting stock of the Borrower or shall obtain the power to nominate or elect, by agreement or otherwise, at least a majority of the board of directors of the Borrower, (ii) a "Change of Control" as defined in the 2003 Senior Note Indenture shall occur, or (iii) the Borrower shall cease to own 100% of the capital stock, member interests or partnership interests of any Loan Party except as permitted in this Agreement or following the consent of the Required Banks;"

III. Increase of Term Loan Commitments.

The Borrower, the other Loan Parties, and the Banks hereby agree to increase the Term Loan Commitments from the current outstanding amount of \$9,500,000 to \$19,000,000 and Schedule 1.1(B) [Commitments of Banks and Addresses for Notices] to the Credit Agreement is hereby amended and restated to read as set forth on the Schedule 1.1(B) attached to this Consent and Amendment, so that after giving effect to such increase, each Bank has the Commitments as set forth opposite such Bank's name on the amended and restated Schedule 1.1(B) attached to this Consent and Amendment. The additional \$10,000,000 of new funding, with respect to the Term Loan, provided under this Consent and Amendment shall be funded on or about December 19, 2005 upon consummation of all the conditions precedent set forth in Section 5 hereof.

IV. Consent.

The Banks hereby agree as follows:

(i) pursuant to Section 8.2.14.2 [Changes in 2003 Senior Note Debt Documents; Prohibition on Repurchase or Prepayment], the Banks hereby consent to a change in the definition of "Change of Control" in the 2003 Senior Note Indenture to provide that a public offering of the common stock of KI Holdings will be deemed a public offering of the common stock of the Borrower and therefore not constitute a "Change of Control" under the 2003 Senior Note Indenture; and

(ii) pursuant to Section 8.1.6 [Visitation Rights; Collateral Examinations], the Banks hereby consent to defer completion of the 2005 annual collateral audit and field examination until on or before March 31, 2006.

V. Conditions Precedent.

The Borrower, the Guarantors and the Banks acknowledge and agree that the Amendments set forth in Section 2 above, the increase in the Term Loan Commitments set forth in Section 3 above, and the Lenders' consents set forth in Section 4 above shall be effective upon the occurrence of all the following conditions precedent (a) through (g):

A. The Borrower, the Guarantors, and the Banks shall have executed this Consent and Amendment;

B. There shall be delivered to the Administrative Agent for the benefit of each Bank a certificate, dated as of the date of this Consent and Amendment and signed by the Secretary or an Assistant Secretary of the each Loan Party, certifying as appropriate as to:

1. all action taken by such party in connection with this Consent and Amendment and the other Loan Documents together with resolutions of each Loan Party evidencing same;

2. the names of the officer or officers authorized to sign this Consent and Amendment, the Term Notes, and any other documents executed and delivered in connection herewith and the true signatures of such officer or officers and specifying the Authorized Officers permitted to act on behalf of the Loan Parties for purposes of the Loan Documents and the true signatures of such officers, on which the Agent and each Lender may conclusively rely; and

3. copies of its organizational documents, including its certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation and limited liability company agreement, in each case as in effect on the date of this Consent and Amendment, certified by the appropriate state official where such documents are filed in a state office together with certificates from the appropriate state officials as to the continued existence and good standing of such Loan Party in each state where organized or qualified to do business, provided, however, that the Loan Parties may, in lieu of delivering copies of the foregoing organizational documents and good standing certificates, certify that the organizational documents and good standing certificates previously delivered by the Loan Parties to the Administrative Agent remain in full force and effect and have not been modified, amended, or rescinded;

C. The Borrower shall have delivered to the Administrative Agent an opinion or opinions of Borrower's counsel which shall opine as to (i) the due authorization, execution and delivery, and enforceability of this Consent and Amendment and the Term Notes and (ii) such other matters as reasonably requested by the Administrative Agent, which opinion shall be in form and substance reasonably satisfactory to the Administrative Agent;

D. Each of the Loan Parties represents and warrants to the Administrative Agent and the Banks that, by its execution and delivery hereof to the Administrative Agent, after giving effect to this Consent and Amendment, no Material Adverse Change shall have occurred since the Closing Date of the Credit Agreement;

E. The representations and warranties set forth in the Credit Agreement and this Consent and Amendment shall be true and correct on and as of the date of this Consent and Amendment with the same effect as though such representations and warranties had been made on and as of such date (except representations and warranties that relate solely to an earlier date or time, which representations and warranties

shall be true and correct on and as of the specific dates or times referred to therein), and no Potential Default or Event of Default shall exist and be continuing under the Credit Agreement or under any other material agreement, as of the date of this Consent and Amendment and the Borrower shall have delivered to the Administrative Agent a closing certificate certifying to all of the foregoing;

F. The Borrower and the Guarantors shall have obtained all approvals and consents necessary to consummate the transactions contemplated by this Consent and Amendment; and

G. All legal details and proceedings in connection with the transactions contemplated by this Consent and Amendment and all other Loan Documents to be delivered to the Banks shall be in form and substance reasonably satisfactory to the Administrative Agent.

The Borrower, the Guarantors and the Banks acknowledge and agree that upon the occurrence of all the following additional conditions precedent and provided no Event of Default or Potential Default exists, the Banks shall fund the additional amount of the Term Loan Commitments to the Borrower on or about December 19, 2005, but the Banks shall have no obligation to fund such additional amounts after February 28, 2006:

(w) The Borrower shall have delivered to the Administrative Agent and the Banks a final draft of all documents associated with the planned initial public offering of KI Holdings (the "KI Holdings IPO") and shall have delivered to the Administrative Agent such information with respect to such initial public offering as the Administrative Agent shall have reasonably requested;

(x) The KI Holdings IPO shall have been consummated in an amount of at least \$120,000,000 of which at least \$100,000,000 will be used to repurchase/tender the 2003 Senior Notes;

(y) The Borrower shall have executed and delivered to each of the Banks new Term Notes in substantially the form attached hereto as Exhibit 1.1(T), reflecting the amount of each such Bank's Term Loan Commitment as so increased pursuant to this Consent and Amendment; and

(z) The Borrower shall have paid to the Administrative Agent, for the benefit of the Banks, the following fees, which shall be deemed to be earned as of the date of the funding of the additional amount of the Term Loan Commitments: (i) 7.5 basis points (0.075%) of the sum of such Bank's Revolving Credit Commitment plus its outstanding Term Loan balance as it existed immediately prior to the date of this Consent and Amendment; and (ii) 25 basis points (0.25%) on the additional funds advanced under the Term Loan by the Banks pursuant to this Consent and Amendment.

VI. Incorporation into Credit Agreement.

This Consent and Amendment shall be incorporated into the Credit Agreement by this reference.

VII. Full Force and Effect.

Except as expressly modified by this Consent and Amendment, all of the terms, conditions, representations, warranties, and covenants of the Credit Agreement and the other Loan Documents are true and correct and shall continue in full force and effect without modification, including without limitation, all liens and security interests securing the Borrower's indebtedness to the Banks and all Guaranty Agreements executed and delivered by the Guarantors.

VIII. Reimbursement of Expenses.

The Borrower unconditionally agrees to pay and reimburse the Administrative Agent and save the Administrative Agent harmless against liability for the payment of reasonable out-of-pocket costs, expenses and disbursements, including without limitation, fees and expenses of counsel incurred by the Administrative Agent in connection with the development, preparation, execution, administration, interpretation or performance of this Consent and Amendment and all other documents or instruments to be delivered in connection herewith.

IX. Counterparts.

This Consent and Amendment may be executed by different parties hereto in any number of separate counterparts, each of which, when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same instrument.

X. Entire Agreement.

This Consent and Amendment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any party which is not embodied in this Consent and Amendment, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not set forth herein.

XI. Governing Law.

This Consent and Amendment shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

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

KOPPERS INC.

By: /s/ Brian H. McCurrie

Name: Brian H. McCurrie

Title: Vice President and Chief Financial Officer

CONCRETE PARTNERS, INC.

By: /s/ Brian H. McCurrie

Name: Brian H. McCurrie

Title: Treasurer

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **CONTINENTAL CARBON AUSTRALIA PTY LTD** by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **KOPPERS AUSTRALIA HOLDING COMPANY PTY LTD** by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **KOPPERS AUSTRALIA PTY**

LTD by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the
revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **KOPPERS CARBON MATERIALS & CHEMICALS PTY LTD** by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

KOPPERS CONCRETE PRODUCTS, INC.

By: /s/ Brian H. McCurrie

Name: Brian H. McCurrie

Title: Treasurer

KOPPERS DELAWARE, INC.

By: /s/ Brian H. McCurrie

Name: Brian H. McCurrie

Title: President

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **KOPPERS INVESTMENT
SUBSIDIARY PTY LTD** by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the
revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

KOPPERS LUXEMBOURG S.A.R.L.

By: /s/ M. Claire Schaming

Name: M. Claire Schaming

Title: Manager Class A

KOPPERS MAURITIUS

By: /s/ Brian H. McCurrie

Name: Brian H. McCurrie

Title: Attorney

KOPPERS REDEMPTION, INC.

By: /s/ Brian H. McCurrie

Name: Brian H. McCurrie

Title: President

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **KOPPERS SHIPPING PTY**

LTD by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the
revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

SIGNED for and on behalf of **KOPPERS WOOD PRODUCTS**

PTY LTD by its duly appointed attorney(s):

Brian H. McCurrie

/s/ Brian H. McCurrie

who certifies/certify that he/she/they have no notice of the
revocation of the power of attorney in the presence of:

Attorney(s) signature

/s/ Jonathan Lushko

Witness signature

Jonathan Lushko

Print name of Witness

WORLD-WIDE VENTURES CORPORATION

By: /s/ W. W. Turner

Name: W. W. Turner

Title: President

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, individually and as
Administrative Agent

By: /s/ Thomas Majeski

Name: Thomas Majeski
Title: Vice President

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

NATIONAL CITY BANK OF PENNSYLVANIA,
individually and as Syndication Agent

By: /s/ Ervine H. Geiger, III

Name: Ervine H. Geiger, III
Title: Vice President

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

CITIZENS BANK OF PENNSYLVANIA,
individually and as a Co-Documentation Agent

By: /s/ Dwayne R. Finney

Name: Dwayne R. Finney
Title: Senior Vice President

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

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

By: /s/ Stephen F. O'Sullivan

Name: Stephen F. O'Sullivan

Title: Principal

[SIGNATURE PAGE - CONSENT AND AMENDMENT TO CREDIT AGREEMENT]

FIRST COMMONWEALTH BANK, individually and as a
Co-Documentation Agent

By: /s/ Paul J. Oris

Name: Paul J. Oris

Title: Senior Vice President

FIFTH THIRD BANK

By: /s/ Jim Janovsky

Name: Jim Janovsky

Title: Vice President

FIRSTMERIT BANK, N.A.

By: /s/ Rose M. Crump

Name: Rose M. Crump

Title: Vice President

LASALLE BANK, NATIONAL ASSOCIATION

By: /s/ David P. Barrett

Name: David P. Barrett

Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Patrick J. Kaufmann

Name: Patrick J. Kaufmann

Title: Vice President

SCHEDULE 1.1(B)

COMMITMENTS OF BANKS AND ADDRESSES FOR NOTICES

Part 1 - Commitments of Banks and Addresses for Notices to Banks:

<u>Bank</u>	<u>Amount of Commitment for Revolving Credit Loans</u>	<u>Amount of Commitment for Term Loans</u>	<u>Commitment</u>	<u>Ratable Share</u>
Name: PNC Bank, National Association Address: One PNC Plaza 249 Fifth Avenue Pittsburgh, PA 15222 Attention: Thomas Majeski Thomas.majeski@pncbank.com Telephone: (412) 762-2431 Telecopy: (412) 762-6484	\$16,100,000.00	\$2,660,000.00	\$18,760,000.00	14.000000000%
Name: National City Bank of Pennsylvania Address: 19th Floor, 20 Stanwix Street Pittsburgh, PA 15222 Attention: Ervine Geiger III Ervine.Geiger@nationalcity.com Telephone: (412) 644-7756 Telecopy: (412) 355-2283	\$14,720,000.00	\$2,432,000.00	\$17,152,000.00	12.800000000%
Name: Citizens Bank of Pennsylvania Address: Room 2910 525 William Penn Place Pittsburgh, PA 15219-1729 Attention: Dwayne Finney Dwayne.finney@citizensbank.com Telephone: (412) 867-2425 Telecopy: (412) 552-6307	\$13,340,000.00	\$2,204,000.00	\$15,544,000.00	11.600000000%
Name: Bank of America, N.A. Address: 100 Federal Street Boston, MA 02110 Attention: Stephen F. O'Sullivan stephen.f.o'sullivan@bankofamerica.com Telephone: (617) 434-9698 Telecopy: (617) 434-4929	\$13,340,000.00	\$2,204,000.00	\$15,544,000.00	11.600000000%
Name: First Commonwealth Bank Address: Frick Building, Suite 416 437 Grant Street Pittsburgh, PA 15219 Attention: Paul Oris poris@fcbanking.com Telephone: (412) 690-2208 Telecopy: (412) 690-2206	\$13,340,000.00	\$2,204,000.00	\$15,544,000.00	11.600000000%
Name: Fifth Third Bank Address: Gulf Tower, 21st Floor 707 Grant Street Pittsburgh, PA 15219 Attention: Jim Janovsky Telephone: (412) 291-5457 Telecopy: (412) 291-5477	\$11,040,000.00	\$1,824,000.00	\$12,864,000.00	9.600000000%

<u>Bank</u>		<u>Amount of Commitment for Revolving Credit Loans</u>	<u>Amount of Commitment for Term Loans</u>	<u>Commitment</u>	<u>Ratable Share</u>
Name:	FirstMerit Bank, N.A.	\$ 11,040,000.00	\$ 1,824,000.00	\$ 12,864,000.00	9.600000000%
Address:	25 North Mill Street Post Office Box 671 New Castle, PA 16101				
Attention:	Rose Crump Rose.crump@firstmerit.com				
Telephone:	(724) 657-6677				
Telecopy:	(724) 656-8066				
Name:	LaSalle Bank, National Association	\$ 11,040,000.00	\$ 1,824,000.00	\$ 12,864,000.00	9.600000000%
Address:	210 Sixth Avenue - Suite 3620 Pittsburgh, PA 15222				
Attention:	Chris Helmecci christopher.helmecci@abnamro.com				
Telephone:	(412) 255-5462				
Telecopy:	(412) 255-5485				
Name:	Wachovia Bank, National Association	\$ 11,040,000.00	\$ 1,824,000.00	\$ 12,864,000.00	9.600000000%
Address:	PA5415 - Meetinghouse Business Center 2240 Butler Pike Plymouth Meeting, PA 19462				
Attention:	Patrick Kaufmann Patrick.kaufmann@Wachovia.com				
Telephone:	(610) 941-3308				
Telecopy:	(610) 941-3129				
Total		\$ 115,000,000	\$ 19,000,000	\$ 134,000,000	100%

SCHEDULE 1.1(B)
COMMITMENTS OF BANKS AND ADDRESSES FOR NOTICES

Part 2 - Addresses for Notices to Borrower and Guarantors:

ADMINISTRATIVE AGENT:

Name: PNC Bank, National Association
Address: One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Thomas Majeski
Telephone: (412) 762-2431
Telecopy: (412) 762-6484

SYNDICATION AGENT:

Name: National City Bank of Pennsylvania
Address: 20 Stanwix Street, 19th floor
Pittsburgh, Pennsylvania 15222
Attention: Ervine Geiger III
Telephone: (412) 644-7756
Telecopy: (412) 355-2283

BORROWER:

Name: Koppers Inc.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

GUARANTORS:

Name: Concrete Partners, Inc.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Continental Carbon Australia Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Australia Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Australia Holding Company Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Carbon Materials & Chemicals Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Concrete Products, Inc.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Delaware, Inc.
Address: 401 Silverside Road, Suite 67
Wilmington, Delaware 19809
Attention: Frank S. Zagar
Telephone: (302) 798-8010
Telecopy: (302) 798-0295

Name: Koppers Investment Subsidiary Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Mauritius
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Redemption, Inc.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Shipping Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: Koppers Wood Products Pty Ltd
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

Name: World-Wide Ventures Corporation
Address: Two Greenville Crossing—Suite 220
4005 Kennett Pike
Greenville, Delaware 19807
Attention: Barbara M. Morris
Telephone: (302) 421-2287
Telecopy: (302) 421-2245

Name: Koppers Luxembourg S.A.R. L.
Address: 436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Attention: M. Claire Schaming
Telephone: (412) 227-2472
Telecopy: (412) 227-2159

EXHIBIT 1.1(T)
FORM OF
AMENDED AND RESTATED TERM NOTE

\$ _____

Pittsburgh, Pennsylvania
_____, 20__

FOR VALUE RECEIVED, the undersigned, **KOPPERS INC.**, a Pennsylvania corporation (herein called the "Borrower"), hereby promises to pay to the order of _____ (the "Bank") the principal sum of _____ U.S. Dollars (US\$ _____), pursuant to Section 3.1 of the Amended and Restated Credit Agreement among the Borrower, the Guarantors now or hereafter party thereto, the Banks now or hereafter party thereto, and PNC Bank, National Association, as Administrative Agent (hereinafter referred to in such capacity as the "Administrative Agent"), dated as of August 15, 2005 (as amended, restated, modified or supplemented, from time to time, the "Credit Agreement"), payable to the Bank as follows: quarterly installments of principal in the amount set forth in Section 3.3 of the Credit Agreement payable on the first day of each February, May, August, and November hereafter, with a final installment of the entire balance due on the Term Loan Maturity Date.

Interest hereon will be payable at the times provided for in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Borrower shall pay interest on the unpaid principal balance hereof at a rate per annum as set forth in Section 4.3 of the Credit Agreement. Such interest will accrue before and after any judgment has been entered.

Subject to the provisions of the Credit Agreement, payments of principal and interest shall be made without setoff, counterclaim or other deduction of any nature at the office of the Administrative Agent located at PNC Firstside Center, 500 First Avenue, Pittsburgh, Pennsylvania 15219, in lawful money of the United States of America in immediately available funds.

This Amended and Restated Term Note is one of the Term Notes referred to in, and is entitled to the benefits of, the Credit Agreement and the other Loan Documents, including the representations, warranties, covenants, conditions, security interests and Liens contained or granted therein. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments, in certain circumstances, on account of principal hereof prior to maturity upon the terms and conditions therein specified.

Except as otherwise provided in the Credit Agreement, the Borrower waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Amended and Restated Term Note and the Credit Agreement.

This Amended and Restated Term Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Bank and its successors and assigns. All references herein to the "Borrower" and the "Bank" shall be deemed to apply to the Borrower and the Bank, respectively, and their respective successors and assigns as permitted under the Credit Agreement.

This Amended and Restated Term Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law principles.

This Amended and Restated Term Note amends and restates that certain Term Note dated August 15, 2005 payable by the Borrower to the order of the Bank (the "Original Note"). The Amended and Restated Term Note is not intended to constitute, and does not constitute an interruption, suspension of continuity, discharge of prior duties, termination, novation or satisfaction of the obligations, indebtedness or liabilities represented by the Original Note.

All capitalized terms used herein shall, unless otherwise defined herein, have the same meanings given to such terms in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - AMENDED AND RESTATED TERM NOTE]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed this Amended and Restated Term Note by its duly authorized officer with the intention that it constitutes a sealed instrument.

KOPPERS INC.

By: _____ (Seal)

Name: _____

Title: _____